

IATA STANDARD GROUND HANDLING AGREEMENT STANDARD GROUND HANDLING AGREEMENT — SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of January 2008

Between:

having its principal office at:

represented by:

Company identification number:

VAT number:

Commercial registration:

and hereinafter referred to as 'the Carrier'

and:

having its principal office at:

represented by:

Company identification number (IČ):

VAT number (DIČ):

Commercial registration (OR):

Bank connection:

Account number:

SWIFT:

Polskie Linie Lotnicze "LOT" S.A. (LOT Polish Airlines)

17 Stycznia str. 43, 02-146 Warsaw, Poland

the joint stock company entered into the entrepreneurs register of the National Court Register, governed by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000056844, having tax

identification number (NIP) 522-000-23-34.

VAT ID: PL522-000-23-34 and capital stock PLN 62,430 548,32

(fully paid), Poland

Edyta Wiland-Rogulska, Acting Cargo and Mail Department Director and Michał Dryja, Acting Purchasing and Supply Chain

Department Director

522-000-23-34

PL522-000-23-34

District Court for the capital city of Warsaw, 13th Commercial

Division of the National Court Register, under number

KRS 0000056844

Letiště Ostrava, a.s.

Mošnov č.p. 401, 742 51 Mošnov

Czech Republic

Chairman of the board and CEO

and Ing. Holubec Michal, Vice-chairman of the board

26827719 CZ26827719

Regional court at Ostrava, Section B. File 2764

Komerční Banka, a.s., Nádražní 12, 730 01 Ostrava 1

CZ71 0100 0000 2725 0415 0247

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and hereinafter referred to as 'the Handling Company'

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

effective from:

1st February 2016

This Annex B 1.0 for the location:

Ostrava airport (OSR)

and replaces:

no previous agreement

It shall supersede any previous arrangements between the Parties governing the provision of services at location: Ostrava airport (OSR).

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the **SGHA of January 2008** as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

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PARAGRAPH 1, HANDLING SERVICES AND CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same truck (truck with ULDs), the Handling Company shall provide the following services of Annex A as listed in Paragraph 1.2 at the following rates.

1.1.1 Handling Charges:

Cargo handling

1.2 AGREED FACILITIES and SERVICES as per Annex A listed in its sections

The Handling Company shall provide the following services of Annex A of the SGHA at the charges stated in Paragraph 1.1:

SECTION 1 REPRESENTATION, ADMINISTRATION AND SUPERVISION

- 1.1 General
- 1.1.2 Liaise with local authorities.
- 1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier.
- 1.1.4 Inform all interested Parties concerning movements of the Carrier's truck.
- 1.2 Administrative Functions
- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas (in accordance with GOM requirements):
 - (f) Cargo services
 - (i) Security
- 1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
- 1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)
- 1.3.4 Verify availability and preparedness of staff, equipment, Loads, documentation and services of the third party(les) to perform the services.
- 1.3.7 Verify despatch of operational messages. (OPS)
- 1.3.8 Note irregularities and inform the Carrier. (OPS)

SECTION 3 RAMP SERVICES

- 3.6 Loading and Unloading
- 3.6.3 (a) Provide equipment for loading and/or unloading.
- 3.6.5 (a) Provide
 - (4) Documents (limited to Cargo manifest only)
- 3.6.10 (b) Arrange for safeguarding of all Loads requiring special handling (e.g. valuables) during
 - (1) Loading/unloading

SECTION 5 CARGO AND MAIL SERVICES

- 5.1 Cargo and Mail Handling General
- 5.1.1 (a) Provide warehouse handling and storage facilities for
 - (1) General Cargo
 - (2) Special Shipments
 - (4) Mail
 - (c) Store cargo
 - (d) 'Take appropriate action to prevent theft of, or damage to cargo and/or mail
- 5.1.2 (a) Provide equipment for the handling of
 - (1) General Cargo
 - (2) Special Shipments
 - (3) Specialised Cargo Products
- 5.1.3 (a) Provide handling services for
 - (1) General Cargo
 - (2) Special shipments
 - (3) Specialised Cargo Products
 - (7) Company cargo/material
- 5.1.6 Take action to prevent theft or unauthorised use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss such items.

- 5.3 Irregularities Handling
- 5.3.1 Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
- 5.3.2 Report to the Carrier any irregularities discovered in cargo handling
- 5.3.4 (a) Notify the Carrier of complaints and claims
- 5.4 Document Handling
- 5.4.1 (b) Check all documents to ensure shipment may be carried. The check shall not include the rates charged.
 - (d) Split air waybill. Forward applicable copies of manifests and air waybills to the Carrier.
 - (e) Prepare cargo manifest(s).
 - (g) When applicable return copy of air waybill to shipper, endorsed with flight details.
- 5.5 Physical Handling Outbound/Inbound
- 5.5.1 Accept cargo, ensuring that
 - (a) Machine-readable cargo labels are affixed and processed
 - (b) Manual labels are affixed and processed
 - (c) Shipments are "ready for carriage"
 - (d) The weight and volume of the shipments are checked
 - (e) The regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and other have been complied with.
- 5.5.2 Tally and assemble for dispatch cargo for the Carrier's trucks
- 5.5.3 Prepare
 - (a) Bulk cargo
 - (b) ULD'S For delivery onto trucks (including build-up of ULDs).
- 5.5.4 Establish the weight of
 - (a) Bulk cargo
 - (b) Built-up ULD'S

SECTION 6 SUPPORT SERVICES

- 6.3 Unit Load Device (ULD) Control
- 6.3.1 (a) Provide for storage space for ULDs
 - (2) Cargo ULDs
- 6.3.2 Take action to prevent damage, theft or unauthorised use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss.
- 6.3.3 (a) Take physical inventory of ULD stock and maintain records.
 - (b) Compile and dispatch ULD control messages
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies.
- 6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities.

SECTION 7 SECURITY

- 7.2 Cargo and Post Office Mail
- 7.2.1 (a) Provide
 - (1) Control of access to the cargo facilities.
 - (4) Holding of cargo and/or mail for variable periods.
 - (5) Secure storage of cargo and/or mail.
- 7.4 Aircraft/Truck (on request only; will be charged to the Carrier)
- 7.4.3 (a) Arrange for security personnel
 - to safeguard all Loads during the transport between aircraft/truck and designated locations.
 - (2) during offloading and loading of truck.



PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

PARAGRAPH 3. DISBURSEMENTS

PARAGRAPH 4. LIMIT OF LIABILITY

PARAGRAPH 5. SETTLEMENT

5.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, settlement of account shall be effected as follows: The Handling Company will invoice the Carrier monthly with the charges arising from the provision of the handling services rendered under this SGHA. Invoice will be charged in EUR currency after conversion from CZK currency by actual mean exchange rate of CNB on day of issue.

5.2 Invoicing process.

5.2.1 The Handling Company shall send the original invoice including all supporting documents (if any) directly to LO accounting via postal service. or electronically via-email to following address:

Address:

Polskie Linie Lotnicze "LOT" S.A.

17 Stycznia str. 43 02-146 Warsaw

Poland

e-mail:

5.2.2 The Carrier shall effect the settlement of account within 30 days from the receipt date of the invoice.

5.3 The Carrier agrees to pay the invoice in favour of Letiště Ostrava, a.s., Mošnov č. p. 401, 742 51 Mošnov, Czech Republic to the bank account indicated in the invoice and/or paragraph 5.4. In the event that any of the amount payable is not paid in due time the Handling Company is entitled to charge the Carrier with the panalty interst at the level of 1 month EURIBOR + 5% per annum calculated for the numbers od the delayed days. The Handling Company will send notice to Carrier about this occurrence to address as specified in paragraph 4.2.1.

5.4 Bank details of the Handling Company for bank transfer are as follows:

Bank connection:

Komerční banka a.s.

Address:

Nádražní 12, 730 01 Ostrava 1

Account number:

27-2504150247 (EUR)

IBAN: Swift: CZ71 0100 0000 2725 0415 0247

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PARAGRAPH 6. ENVIRONMENT

- **6.1** The Handling Company shall operate in an environmentally responsible and efficient manner in order to minimize adverse impacts on the environment. The Handling Company is encouraged to converse natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.
- 6.2 The Handling Company shall comply with all applicable environmental regulations and adhere to respektive restrictions.





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6.3 The Handling Company shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse or management of waste, air emissions and wastewater discharges. Any waste, wastewater or emissions with the potential to adversely impal human or environmental health shall be appropriately managed, controlled and treated prior to repase into environment.

PARAGRAPH 7. DURATION, MODIFICATION AND TERMINATION

7.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement, this Annex B shall continue in effect for a fixed period from 1st February 2016 until 31st January 2019 unless terminated earlier in accordance with paragraph 7.2.

Whenever it is brought forward to The Handling Company's attention (ether by advice of the Carrier or as a result of the Handling Company's internal quality control) that any aspects of the service covered by this Annex B are unsatisfactory, the Handling Company shall immediately take all measures necessary to correct such problems and inform the Carrier's representative accordingly.

7.2 During the fixed period in paragraph 7.1 this Annex B may be terminated in whole or in part by either Party providing ninety days prior notice to the other Party in the event of material failure by the other Party to perform its obligations under the Main Agreement and/or this Annex B after failure by that party to reasonably remedy such failure within 30 days of written notice by the non defaulting party of such failure, other than as specified in article 11.8 of the Main Agreement.

7.3 Any modification or addition to this Agreement shall be made by a written and numbered amendment signed by both Parties after previous arrangement.

7.4 Notwithstanding the provisions of Sub-Article 11.11 and 11.12 of the Main Agreement, the handling charges as mentioned under Paragraphs 1 and 2 of this Annex B shall be valid for a period of 3 years commencing 01.02.2016, through 31.01.2019. After this period this Annex B shall continue to stay in force until terminated by ether Party giving 60 days prior notice to the other Party.

PARAGRAPH 8. NOTIFICATION

8.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:	Polskie Linie Lotnicze "LOT" S.A.
	ul. 17 Stycznia 43
	02-146 Warsaw, Poland
	E-mail:
	Attn:
To Handling Company:	Letiště Ostrava, a.s.
	Mošnov č. p. 401
	742 51 Mošnov, Czech Republic
	Tel.:
	Fax:



E-mail:	 :		guardi e maleka	
Attn:				

PARAGRAPH 9. GOVERNING LAW

9.1 In accordance with Article 9 of the Main Agreement, this Annex B shall be governed by and interpreted in accordance with the laws of Czech Republic.

9.2 In accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts of Czech Republic.

Signed the 17.6 1016 at 9° o'clock

Signed the

at

o'clock

at Mošnov

At Warsaw

for and on behalf of Letiště Ostrava, a.s.

for and on behalf of Polskie Linie Lotnicze "LOT" S.A.

by





Letini Gstrava, a.s. 742 51 Mošnov č.p. 401 101 26017719 DIC: C235827719 ①



Cargo and Mail Department Director



Act. Purchasing

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