

Client's Contract Number:
0224003525/2

Supplier's Contract Number:
1409169

**AMENDMENT NO. 3 TO THE WORKS AGREEMENT FOR SUPPLY AND INSTALLATION
"RECONSTRUCTION OF THE BAGGAGE HANDLING SYSTEM IN TERMINAL 1 AND 2 AND
REPLACING EDS DEVICES"**

(Hereinafter "**Amendment**"):

Letiště Praha, a. s.

Registered Office: K letišti 1019/6, Ruzyně, 161 00 Praha 6
Entered in the Commercial Register at the Municipal Court in Prague, Section B, File 14003
ID: 282 44 532
VAT: CZ699003361
Bank: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number (CZK): 801812025/2700

(Hereinafter "**Client**")

and

Vanderlande Industries B.V.

Registered Office: Vanderlandelaan 2, RB 5466 Veghel, The Netherlands
Registered in the Trade Register maintained by the Chamber of Commerce, File: 16017956
ID: 16017956
VAT: CZ681556429; NL001160102B01
Bank: Rabobank N.V.
Account number (CZK): IBAN: NL63 RABO 0153 2516 46 / BIC: RABONL2U

(Hereinafter "**Supplier**")

The Client and Supplier hereinafter referred to collectively as "**Parties**" or individually as "**Party**".

Preamble

Whereas the:

- (A) On 10th December 2018, the Parties entered into a Works agreement for supply and installation for Reconstruction of the baggage handling system in Terminal 1 and 2 and replacing EDS devices Client's ev. No. 0224003525 as amended by Amendment No. 1 dated on 1st June 2020 and Amendment No. 2 dated on 11th March 2021 (hereinafter referred to as the "**Contract**", "**Amendment 1**" and "**Amendment 2**"),
- (B) the date of handing over the completed 3rd stage of the Works to the Client specified in paragraph 1.6.5 of the Contract and in Annex No. 2 to the Contract - General Works Schedule does not correspond to the number of days for completion of the Works specified in paragraph 2.1 of the Contract,
- (C) there has been a significant reduction in air traffic due to the ongoing epidemic of Covid-19 disease, and therefore relevant technical data on the quality of the functioning of the entire baggage handling system would not be obtained by performing technical tests of the Works.

the Parties have agreed in accordance with the applicable provisions of Law No. 89/2012 Coll., Civil Code, as amended and effective (hereinafter the "Civil Code"), as follows:

I. CHANGES OF THE CONTRACT

- 1.1 The provisions of paragraph 1.6.5 of the Contract shall be repealed and replaced in full by the new text as follows:

„1.6.5 Parties have agreed upon the following scheduled of handover of individual stages of Works, acc. paragraph 1.3.1. to the Client (as set in Annex 2 - General Works Schedule) (Reference: Q1409169-144-04100-Q03):

Description	Date of handover of the particular stage as set in Annex 2 - General Works Schedule (Ref. Q1409169-144-04100-Q03)		
	1st stage	2nd stage	3rd stage
<i>Handover of the 1st stage</i>	<i>17/01/2020</i>		
<i>Handover of the 2nd stage</i>		<i>28/01/2021</i>	
<i>Handover of the 3rd stage</i>			<i>31/08/2021</i>

- 1.2 The new provisions of paragraph 1.6.6 and 1.6.7 of the Contract are being added as follows:

„1.6.6 The parties agreed to perform the final testing in order to verify the functioning of the baggage handling system as a whole, after handing over the completed 3rd stage of the Works to the Client. After the performing of this testing, the final handover and acceptance of the entire Works (i.e. all three stages of the Works) will take place. This final testing and final handover and acceptance of the entire Works will take place no later than on 31st August 2021. A handover protocol, signed by both Parties, will be prepared for the handover and acceptance of the entire Works.

1.6.7 The Parties further agreed on the realisation of three verifying testing of the entire Works, and that within 3, 6 and 9 months from the date of handover and acceptance of the entire Works pursuant to par. 1.2 of this Appendix No. 3. A protocol on each of the verifying testing will be prepared and signed by both Parties.”

- 1.3 With regard to the above mentioned changes in the completion date of the Works, the Parties agreed on cancellation of Annex No. 2 - General Works Schedule (ref. Q1409169-144-04100-Q03) and replacing it in full with the new text to the extent described in Annex No. 1/D3 to this Amendment.

II. OTHER PROVISIONS

- 2.1 The Parties declare that none of the facts listed in this Amendment No. 3 and its annexes constitute a trade secret within the meaning of Section 504 of the Act No. 89/2012 Coll., Civil Code.

III. FINAL PROVISIONS

- 3.1 This Amendment shall enter into force on the date of its signature by both Parties. However, if a mandatory provision of a special legal regulation stipulates that this Amendment may effect at the earliest on a certain day which is later than the effective date of this Amendment referred to in the previous sentence, this Amendment shall not take effect until the date on which this Amendment may take effect in accordance with such mandatory provision of a special legal regulation.
- 3.2 The Client notifies the Supplier and the Supplier acknowledges that the Client is a person specified in § 2 par. n) of Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended. The Supplier declares that it is aware of the fact that this Amendment, as concluded, including appendices and other components, will be published by the Client in the register of contracts and agrees with such publication. However, the Client is entitled, but not obliged, to remove from the Amendment before its publication information that is not or

does not have to be published according to the Act on the Register of Contracts. This Amendment will be published in the Register of Contracts.

- 3.3** Possible performance of the Parties within the scope of this Amendment, resp. the Contract as amended by this Amendment, which would be provided by one of the Parties before the effectiveness of this Amendment, shall be deemed performance under this Amendment, resp. under the Contract as amended by this Amendment. The rights and obligations arising from this performance are governed by this Amendment, resp. the Contract as amended by this Amendment.
- 3.4** Other provisions of the Contract not affected by this Amendment shall remain in force without change.
- 3.5** This Amendment is translated into English. This English translation is Annex No. 2/D3 to this Amendment. In the event of a conflict between the language versions, the Czech version of the documents shall prevail.
- 3.6** This Amendment is executed in four (4) copies, each with the validity of the original. The Client shall receive three (3) copies and the Supplier shall receive one (1) copy of this Amendment.
- 3.7** To prove their agreement with the text and content of this Amendment, the Parties have attached their signatures.
- 3.8** All the following annexes shall form an integral part of this Amendment, whereas the list of annexes is as follows:
- 3.8.1 Annex No. 1/D3: General Works Schedule
- 3.8.2 Annex No. 2/D3: Translation of this Amendment into English

IN WITNESS WHEREOF, the Parties have duly signed this Amendment.

Date:

Date:

For the Client:

For the Supplier:

Ing. Jiří Kraus
Vice-Chairman of the Board
Letiště Praha, a. s.

Astrid van Druten
Managing Director and Chief Financial Officer
Vanderlande Industries B.V.

Ing. Jiří Pos
Chairman of the Board
Letiště Praha, a. s.