

PERFORMANCE AGREEMENT

concluded pursuant to the provisions of Section 2586 *et seq.* of the Civil Code, as amended

I. Parties

1. Letiště Ostrava, a.s.

With its registered office at: č.p. 401, 742 51 Mošnov

Represented by: Jaromír Radkovský, chairman of the Board of Directors, and
Ing. Michal Holubec, vice-chairman of the Board of Directors

Person authorized to act in contractual and technical matters: xxx, manager of Property
Management Department

Identification No. (IČO): 268 27 719

Tax Identification No. (DIČ): CZ26827719

Bank: ČS Prague 4, Olbrachtova 1929/62

Account No.: 2758632/0800

Data box ID: z7fexxb

The company is entered in the Companies Register administered by the Regional Court in
Ostrava, Section B, Entry No. 2764.

(hereinafter the “**Customer**”)

and

2. SteelMaster Jarosław Wysocki

With its registered office at: Wodna 24, 15-571 Białystok ; Poland

Identification No. (NIP): 5641631524

Bank: mBank

Account No.: PL22 1140 2004 0000 3802 8264 5741

The company is entered in the Companies Registered administered by Section CEIDG entry
01.06.2021 – Białystok City Office

(hereinafter the “**Contractor**”)

II. Subject of the Agreement

1. The subject of this Agreement is performance of the work: Technology for CARGO terminal SOUTH – LOUNGE 2“, pursuant to the specification and price bid dated 14.03.2023 – Offer LO 03/2023 which constitutes an integral part of this Agreement (Annex 1).
2. The parties declare that the subject of performance pursuant to this Agreement is not impossible and that they are entering into this Agreement after careful consideration of all possible consequences. The Contractor declares that it examined the local condition at the place of the performance of the place and that the work can be completed in the manner and

within the deadlines set forth by this Agreement.

3. Where the implementation of the subject of performance so requires, the work shall also include:
 - a) liquidation of waste, placing thereof at a managed dump site or another waste liquidation in compliance with Act No. 185/2001, Coll., Act on Waste and on a Change to Certain Other Acts; written documents on the waste liquidation shall be presented to the Customer;
 - b) handover of all documents and particulars allowing to commence proceedings or another procedure pursuant to the Construction Act, on the basis of which it will be possible to commence the use of the construction on an ongoing basis so that it is possible to issue an occupancy permit for the commencement of the use pursuant to the Construction Act or to use the construction on an ongoing basis based upon a notification to the Construction Office;
 - c) protection against dissemination of dust and excessive noise;
 - d) performance of prescribed tests pursuant to the applicable legal regulations and technical standards; successful performance of such tests is one of the conditions for taking over the work;
4. The delivered equipment shall be of the first quality and its workmanship shall be based on declarations of conformity, certificates and other necessary documents in compliance with Czech law. The delivered goods shall be certified for using in the Czech Republic and must be new and unused.
5. The subject of work shall also include all documents relating to the goods pursuant to Section 2087 of the Civil Code (warranty certificate, manuals, instructions for use) and the necessary operational procedures in the Czech language.
6. As a part of the subject of work, five workers of the airport operator shall be trained and acquainted with the operation of the delivered equipment and technologies. The training shall take place at the Customer's registered office. The training must take place no later than on the day of the handover and takeover of the work. Trained workers will receive a certificate from the Contractor authorizing them to train/acquaint other employees of the Customer with the operation.
7. The Customer shall acquire the title to the subject of this Agreement by the work takeover by the Customer at the place of the performance; at the same moment, the risk of damage to the goods shall pass to the Customer.

III.

Place and Period of Performance

1. The Contractor undertakes to perform the work within the period agreed, at its costs and risk and under the conditions set out in this Agreement.
2. The Contractor undertakes to complete the work and hand it over no later than by 30 September 2023.
3. The Customer undertakes to take over the performed work without any defects and unfinished items on the basis of the Contractor's written call. A handover protocol shall be prepared outlining the handover of the work.

IV. Price Covenants and Payment Conditions

1. The price for the work has been agreed as a contractual price pursuant to Section 2 of Act No. 526/1990, Coll., on Prices, as amended. The price is determined pursuant to the itemized budget that constitutes Annex 2 hereto and totals CZK 8.587.000 (in words: eight million five hundred eighty seven thousand Czech crowns). The price is determined as the “maximum admissible” price and includes all costs incurred in connection with the performance of the subject of work.
2. The price for the work pursuant to paragraph 1 of this article of this Agreement includes all Contractor’s costs incurred in connection with the fulfilment of its obligations arising from this Agreement, i.e. the price of the goods including the freight, documentation, installation, putting into operation, training of the Customer’s staff and other related costs.
3. The costumer undertakes to pay the performance price for the work according to this contract in advance. The price of the work will be paid by the customer in the following way:
 - a. 50% of the total price of the work after signing the contract,
 - b. 35% of the total price of the work after delivery of all the material necessary for the execution of the work to the place of its execution,
 - c. 15% of the total price of the work after the execution of the work and its protocol acceptance without defects and unfinished works.
4. The payment shall be made on the basis of an advance invoices issued by the contractor that must include the particulars of a tax document pursuant to generally binding legal regulations. The invoice shall be payable within 30 days following the day of delivery thereof to the e-mail address xxx. The day when the invoiced amounts will be debited from the Customer’s account shall be considered as the day of payment.
5. The price agreed pursuant to paragraph 1 of this article shall include all work and supplies, fees, other costs and costs of the performance of the work that do not arise from the itemized budget but that it is necessary to be carried out for the due and full completion of the work without any defects and unfinished items the performance of which the Contractor should and could have assumed.
6. The Contractor may only perform any additional work on the basis of a written amendment signed by both parties before the commencement of such work. Should the Contractor perform any additional work prior to the conclusion of a written amendment to this Agreement, the Contractor shall not be entitled to receive the price for the additional work so performed.

V. Other arrangements

1. The Contractor undertakes to carry out the work with the necessary care, properly, in the agreed time, in a quality that corresponds to all standards and technical parameters according to valid technical standards, in an appropriate quality using procedures that correspond to all valid generally binding legal regulations of the Czech Republic.
2. The Contractor incl. its employees are obliged to maintain cleanliness and order in the workplace, to remove at their own expense waste and impurities arising from the execution

of work, and they are obliged to secure the workplace against the movement of unauthorized persons.

3. The Customer is entitled to control the performance of the work. If the Customer discovers that the Contractor is performing the work in violation of his obligations, the Customer is entitled to demand that the Contractor remove defects caused by faulty execution and perform the work in a proper manner.
4. The Contractor is responsible for compliance with occupational safety and fire protection regulations during the execution of the work, in particular Act No. 133/1985 Coll., on fire protection as amended, promulgated by Ministry of Justice No. 246/2001 Coll., on fire prevention, Government Regulation No. 591/2006 Coll., on requirements for safety and health protection during work on construction sites, as amended, and Act No. 309/2006 Coll. on ensuring other conditions of safety and health protection at work, as amended.
5. The Contractor is obliged to send in writing through the holder of the postal license, by electronic mail, or by personal delivery to the company Letiště Ostrava, a.s. a document containing the Health, Safety and Environmental Protection Principles with the signatures of its employees or authorized persons in the relevant fields, which confirm that they have been demonstrably familiar with these principles, no later than the moment when any of these employees or authorized persons enters the area of the Letiště Ostrava, a.s. The policy can be accessed at <http://www.airport-ostrava.cz/cz/page-zasady-boz-p-a-po-pro-externi-firmy/>.
6. The originator is obliged to dispose of waste generated during the implementation of the work in accordance with the Waste Act No. 541/2020 Coll., as amended.
7. The agreed price includes all work and supplies, local, administrative and other fees and other costs for the proper and complete completion of the work. The price specified in Article IV is the maximum permissible price and cannot be exceeded unilaterally by the contractor.
8. The customer is entitled to withdraw from the contract in the event of a material breach of the contract by the Contractor, whereby a material breach of the contract is understood in particular as non-compliance with the customer's instructions, legal regulations or technical standards relating to the execution of the work.
9. In the event that the Customer withdraws from the contract after it has been signed by both parties, the Customer is obliged to pay the Contractor the amount attributable to the work performed and the costs incurred, less the Customer's costs for removing defects caused by the Contractor and completing the work in another way.

VI.

Warranty Period and Liability for Defects

Warranty for quality

1. The parties have agreed on a warranty for the work with the right to apply liability for defects from the day of the work handover by the Customer from the Contractor in the duration of 24 months (hereinafter the “**Warranty Period**”).

2. The parties agree that if the work has defects during the Warranty Period, the Customer shall be entitled to request free removal of such defects within 14 days following the written notification by the Customer.
3. The Contractor shall remove the defects and unfinished items discovered during the work takeover within three days, unless agreed otherwise. The Customer shall not be obliged to take over the work without removing any defects and unfinished items.
4. The Contractor shall be obliged to fully reimburse the Customer for any damage incurred by the Customer by the defective performance. The Contractor shall also reimburse the Customer for any costs incurred by exercising the rights from defective performance.

VII.

Contractual Sanctions

1. Should the Contractor fail to meet the performance deadlines agreed in Article II paragraph 3 of this Agreement, the Contractor shall pay a contractual penalty to the Customer in the amount of 0.1% of the price of the work for each commenced day of default.
2. Should the Contractor fail to remove any defects and unfinished items on the date agreed discovered during the takeover or discovered within the Warranty Period, the Contractor shall be obliged to pay contractual penalties to the Customer in the amount of CZK 500 for each day of default and for each defect or unfinished item until the moment of removing such defect or unfinished item.
3. Contractual penalties shall not be offset against compensation of potential damage that may be fully enforced separately in addition to the contractual penalty. The parties hereby expressly exclude application of the provisions of Section 2050 of Act No. 89/2012, Coll., the Civil Code.

VIII.

Final Provisions

1. This Agreement may only be changed or supplemented by an expressly bilaterally confirmed written contractual covenant signed by both parties.
2. The parties agree that this contract and all relationships resulting from it are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll. and other generally binding legal regulations of the Czech Republic. The jurisdiction of the courts of the Czech Republic is negotiated for the resolution of any disputes arising from this contract as well as from disputes arising from claims after withdrawal from this contract or from disputes, should this contract be found invalid. The contracting parties have agreed that the local competent court will be the District Court in Nový Jičín, if the district courts are given substantive jurisdiction for proceedings in the first instance, and the Regional Court in Ostrava, if the regional courts are given substantive jurisdiction for proceedings in the first instance.
3. Unless otherwise agreed in this Agreement, the legal relationships arising herefrom shall be governed by the Civil Code.
4. The parties declare that they have been acquainted with the obligation to publish this Agreement in the Contracts and Agreements Register established by the Ministry of the Interior in compliance with Act No. 340/2015, Coll., on Special Conditions of Effectiveness of Certain Agreements, Publication of Such Agreements and on the

Contracts and Agreements Register (Act on Contracts and Agreements Register) and that the parties express their consent to such publication, including publication of personal data pursuant to Act No. 110/2019, Coll., on Personal Data Processing. Publication of the Agreement in the Contracts and Agreements Register pursuant to Act No. 340/2015, Coll. shall be ensured by Letiště Ostrava, a.s.

5. This Agreement shall take force on the day of publication hereof in the Contracts and Agreements Register.
6. This Agreement is made in two counterparts, one for each party.
7. The following documents constitute integral parts of this Agreement:

Annex 1: Work Specification and Price Bid

Annex 2: Itemized Budget

In Mošnov, on:

On behalf of the Customer:

On behalf of the Contractor:

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Jaromír Radkovský
Chairman of the Board of Directors

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Jarosław Wysocki
owner SteelMaster

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Ing. Michal Holubec
Vice-chairman of the Board of Directors