

FRAMEWORK AGREEMENT ON THE DELIVERY AND INSTALLATION OF INTERIOR SEATS

Letiště Praha a. s.

as the Client

and

PHP REAL CEZARY WOJKOWIAK

as the Contractor

Client's Ref. Number of the Agreement 0224001588

Contractor's Ref. Number of the Contract

FRAMEWORK AGREEMENT ON THE DELIVERY AND INSTALLATION OF INTERIOR SEATS

Parties:

Letiště Praha a. s. (Prague Airport)

Registered office: Prague 6, K letišti 6/1019, Postcode: 160 08
Entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 14003
Registration No.: 282 44 532
Tax Identification No.: CZ699003361
Bank: UniCredit Bank Czech Republic a.s.
Account no. (CZK): 801812025/2700
Represented by: Ing. Jiří Kraus, chairman of the board and
Ing. Milan Špaček, vice-chairman of the board

(hereinafter referred to as the “**Client**” or also “**LP**”)

and

PHP REAL CEZARY WOJTKOWIAK

Registered office: ZACHODNIA 5, 62-800 KALISZ, POLAND
Founded under POLISH / EU law
Registration No.: 003374072
Tax Identification No.: PL 618-006-01-41
Bank: BANK HANDLOWY W WARSZAWIE S.A
Bank address: UL.SENATORSKA 16, 00-923 WARSZAWA, POLAND
Account no.: SWIFT/B.I.C.: CITIPLPX / IBAN: PL68103011460000000033382014
Represented by: Cezary Wojtkowiak, the owner

(hereinafter referred to as the “**Contractor**”)

hereby enter

into this agreement on the delivery and installation of interior seats (hereinafter referred to as the “**Agreement**”) pursuant to the Act No. 89/2012 Coll., Civil Code, as amended, and taking into account the fact that the performance of the subject matter of this Agreement is, in compliance with the provisions of Section 19(1) of Act No. 137/2006 Coll., on Public Contracts, a below-the-threshold public contract awarded by the Client as a sector contracting entity and as such falls outside the scope of this Act.

1. DEFINITIONS AND TERM INTERPRETATION

1.1 The below mentioned terms of this Agreement shall have the meaning as defined in this paragraph 1.1 and shall be in all cases capitalised:

1.1.1 “**Request**” means a written document prepared by the Client which contains the information required under Article 3 of this Agreement.

- 1.1.2** “**Order**” means a written document prepared by the Client which contains the information required under Article 3 of this Agreement.
- 1.1.3** “**Supplemental Agreement**” shall have the meaning specified in Article 4.4 of this Agreement.
- 1.1.4** “**Price**” means monetary payments for the Work under this Agreement in the amount specified pursuant to Article 4 of this Agreement.
- 1.1.5** “**Invoice**” means a tax document issued by the Contractor for purposes of payment of the Price whose essentials are specified in Article 5 of this Agreement.
- 1.1.6** “**Work**” shall mean creation, delivery and Installation of Interior Seats specified in this Agreement.
- 1.1.7** “**Properly Completed Work**” means the delivery and installation, where minor defects and backlogs listed in the Completion and Acceptance Form were removed.
- 1.1.8** “**Installation**” shall mean the execution of all activities necessary to put Interior Seats into full operation, including, but not limited to, the completion of its components and montage in the Place of Performance.
- 1.1.9** “**Interior Seats**” shall mean the article specified in Works Documentation.
- 1.1.10** “**Schedule of Installation**” shall mean the time table of particular Installations in particular destinations
- 1.1.11** “**Works Documentation**” shall mean the technical drawing of the Interior Seats including specification of used materials, which is an integral part of this Agreement as Schedule No. 3.
- 1.1.12** “**Work Area / Area**” means the exact location (of the building, its parts, or premises) for performing the Work, whether it is a construction site or other place designated by the Client.
- 1.1.13** “**Defect**” shall mean (i) legal Defects of the Work or (ii) any discrepancy between the real features of the Work and the features set forth in this Agreement or the Works Documentation, or (iii) any functional, visual (design), or material deviation of the Work from the features described herein or the Works Documentation.
- 1.2** Other terms, as they may be defined in the text of the Agreement below, shall be in bold and introduced by words “hereinafter referred to” and if further reference is made to them in the text of the Contract, they shall be capitalised.
- 1.3** The singular form herein shall also refer to the plural and vice versa; the masculine form shall also refer to the feminine and neuter forms and vice versa; and the expressions referring to persons shall refer both to natural and legal persons and vice versa.

2. SUBJECT MATTER OF THE CONTRACT

2.1 Under the terms and conditions stipulated herein

2.1.1 the Contractor undertakes on the basis of the Supplemental Agreements to execute the delivery and Installation of Interior Seats specified in Schedule No. 1 of this contract at its own expense and risk to the location designated by the Client; the Interior Seats shall be completely new, unencumbered by real or legal Defects in compliance with this Agreement and under Supplemental Agreement

2.1.2 the Contractor undertakes to provide training of Client's staff members of maintenance and installation of the Interior seats

2.1.3 the Client undertakes to co-operate with the Contractor as agreed and to pay to the Contractor the agreed-upon price for the duly executed Work.

3. TIME AND PLACE OF PERFORMANCE

3.1 The delivery and Installation shall be completed and handed over to the Client within the deadline stipulated in the Order pursuant to Schedule of Installation.

3.2 The Contractor undertakes to deliver the Interior Seats to International Airport Prague / Ruzyně. The exact place of Installation shall be specified by the Client in the Request.

3.3 The Contractor undertakes to provide the training specified in Art. 2.1.2 hereof at International Airport Prague / Ruzyně within the first Installation. The exact time and place of the training shall be specified by the Client.

3.4 In case the Contractor fails to meet any of the deadlines set in Article 3.1 hereof, it shall pay the Client a contractual fine of 1 % of the price of the Work for each initiated day of delay. The payment of the contractual fine is without prejudice to the Client's right to damages.

4. PROCEDURE FOR CONCLUDING SUPPLEMENTAL AGREEMENTS

4.1 Request.

While this Agreement is in force, the Client shall be entitled to send a written request to the Contractor by e-mail to the Contractor's contact address as indicated in Article 9.1 of this Agreement (hereinafter the "**Request**"). The Request shall identify the amount and type of requested Interior Seats and specify the general terms and conditions for Schedule of Installation.

4.2 Offer.

4.2.1 Within seven (7) working days from the delivery of the Request, the Contractor shall use the Client's e-mail contact address as specified in Article 9.1 hereof to send an offer for fulfillment of the Request (hereinafter the "**Offer**") confirming the amount and type of Interior Seats being requested and offering the Schedule of Installation. The offered date of handover of Work to the Client

shall be stipulated in the Schedule of Installation and shall not be later than 10 weeks from delivery of the Order to the Contractor. The Offer shall contain a calculation of Price in compliance with unit prices stated in Schedule No. 1 of this Agreement.

4.2.2 Should the Contractor fail to send the Client the Offer under the conditions and within the deadline indicated in Article 4.2.1 hereof, the Request which fulfills the conditions under Article 4.1 hereof shall be considered an Order under Article 4.3 hereof.

4.3 Order.

4.3.1 If the Client agrees to the Schedule of Installation and the price indicated in the Offer, it shall e-mail the Contractor its agreement with the Offer to the address given in the Contractor's contact information as specified in Article 9.1.2 hereof, containing a scan of the Offer signed by the Client (hereinafter "**Order**").

4.3.2 The Contractor undertakes to confirm receipt of the Order by e-mailing the signed Order to the Client's contact address as specified in Article 9.1.3 hereof or using the contact information indicated in the Order and shall do so within seven (7) working days from the day the Order has been delivered to the Contractor.

4.4 For the avoidance of doubt, the Parties hereby expressly agree that the Order confirmed by the Contractor represents a Supplemental Agreement whose subject consists of the Contractor's obligation to provide the Client the delivery and Installation of Interior Seats under this Agreement and the Supplemental Agreement, and the Client's obligation to pay the Contractor the Price; conditions that are not expressly provided for in the Supplemental Agreement shall be governed by this Agreement (hereinafter the "**Supplemental Agreement**"). The text of individual Orders will always refer to the number of this Agreement and will be numbered in ascending numerical order.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 The Client undertakes to co-operate with the Contractor to the **extent necessary** to enable the performance of this Agreement, i.e. providing the plans necessary to creation of seat layout and closing the Work area for the duration of Installation.

5.2 Rights and obligations of the Contractor:

5.2.1 The Contractor is obliged to perform the Work and remove any Defects reported by the Client during the Warranty Period at its own expense and risk and in compliance with this Agreement, applicable laws and regulations, applicable legally binding and recommended Czech and European technical standards (ČSN, EN), and with the tried and tested operating instructions of the Client and good practices of its employees.

5.2.2 The Contractor is obliged to guard the Work Area and keep it fully secured against intrusion, even during holidays. During the absence of the Contractor,

no tools shall be left in the Work Area without supervision. Material may be left in the Work Area only in such quantities that they do not interfere with the Client's normal operations at this location.

- 5.2.3** The Contractor is obliged to maintain order and cleanliness and perform basic cleaning in the immediate vicinity of the Work Area and its surroundings.
- 5.2.4** The Contractor is obliged to vacate the Work Area within 3 hours after signing the Completion and Acceptance Form and handing it over to the Client. The Contractor is obliged to hand over the Work Area and its surroundings in their original condition.
- 5.2.5** The Contractor is obliged to keep an installation logbook starting on the day of accepting the Work Area. The Parties shall enter all matters necessary for the performance of the Work and this Contract in the logbook, in particular small deviations, additions to papers and documents, information important for meeting the schedule for repairs, etc.
- 5.2.6** The Parties are required to monitor the contents of the logbook and add their binding opinions to the entries within 12 hours.
- 5.2.7** The Parties shall take note of the fact that the information recorded in the logbook by the Contractor and confirmed by the Client (reciprocally) shall be considered indisputable for other purposes.
- 5.2.8** The obligation to keep the installation logbook ends with the signing of the handover report.
- 5.2.9** The Contractor is obliged to ask the Client to make an entry in the installation logbook at least 3 days in advance to verify the replacement of faulty components that will be concealed or become inaccessible during the next procedure. For a breach of this obligation, the Contractor shall uncover the components at its own costs.
- 5.2.10** During the delivery and Installation, the Contractor is required to comply with all generally applicable rules and regulations of the Client in waste management and dispose of waste generated during the repair at its own expense and in accordance with applicable laws.
- 5.2.11** The Contractor is obliged to keep all required records and to preserve documents related to the subject of performance throughout the duration of this Contract, and to subsequently archive them for at least 5 years. This especially applies to documents on occupational health and safety (OHS) and those resulting from the Client's internal standards, which the Contractor was demonstrably familiarised with within the guidelines.
- 5.2.12** If the Contractor performs any work with increased fire risk (e.g. welding), it is required to notify the Client and request permission from it at least 3 days in advance. The Contractor is simultaneously obliged to provide fire protection during its work and at its own costs in conjunction with the fire department.

- 5.2.13** The Contractor shall be liable for any property, health or environmental damage caused by its employees and on its property during their activities or in connection with them, and for the same damage incurred by third parties and the Client, caused by the employees of the Contractor or subcontractor during their activities or in connection with them.
- 5.2.14** The Contractor agrees to train the Client's operator and to acquaint him with the rules of maintenance.
- 5.2.15** Spaces bordering the Work Area and the Work Area itself may be used for promotional purposes only with the consent of the Client on the basis of a written contract and for payment.
- 5.2.16** The Contractor is obliged to ensure that its employees and the employees of its subcontractors are equipped with identity cards provided by the Client, allowing them access to the area stipulated by Prague Airport. To make these access cards, the Contractor shall provide a list of all the people the cards should be issued to and it shall keep this list updated. If the law requires specific obligations for people with access to special security zones, the Contractor shall ensure these obligations are met for those people engaged in the delivery and Installation.
- 5.2.17** The Contractor is entitled to use the radio station only with the prior consent of the Client, which shall not unreasonably withhold or deny it after stipulating the conditions for its use. The Contractor shall ensure that it abides by the conditions laid down by the Client for the use of the radio station so that possible disruptions in the broadcasting operations of Prague/Ruzyně Airport are avoided, otherwise the Contractor is liable for any damages caused.
- 5.2.18** The Contractor undertakes to consult the choice of its subcontractors (also foreign ones) with the Client.
- 5.3** The Contractor undertakes to notify the Client of any unsettled claims after the due date that have arisen from this Agreement no later than three (3) working days following the due date to enable the Client to settle them without any delay.
- 5.4** The Contractor is obliged to return the Work Area to its original condition within two days of the termination of the Supplemental Agreement by either Party, or it is obliged to cooperate in handing it over to the newly selected Contractor.
- 5.5** Rights and obligations of the Client:

 - 5.5.1** The Client is entitled to maintain constant supervision in the Work Area, but without prejudice to the responsibility of the Contractor for all activities performed in the Work Area.
 - 5.5.2** The Client shall hand over the Work Area to the Contractor free from all legal or material defects no later than 3 hours before the day stipulated as the day for the commencement of work. The Contractor will be simultaneously provided with the surrounding area to the extent strictly necessary for the proper

performance and completion of the Work. The Parties shall draw up a record of the handover and acceptance of the Work Area.

- 5.5.3** The Client shall provide the Contractor with electricity, water and a telephone line in return for payment. The Client will determine the connection points. The Contractor shall make connections within the framework of the equipment / Work Area and will likewise provide metering of consumption. The consumption of electricity and water will be governed by separate agreements.
- 5.5.4** The Client is entitled to ask the Contractor for samples, or to review components and materials used in the installation.
- 5.5.5** The Client shall provide the Contractor's employees and workers with passes required for entry to the restricted area of Prague Airport. The cost for issuing these passes shall be determined by the price list of Prague Airport.
- 5.5.6** The Client shall provide training on the operating regulations for the senior staff of the Contractor at a cost determined by the current price list of Prague Airport; this knowledge is necessary for the activities of the Contractor in performing the installation at Prague Airport, and the senior staff of the Contractor performing this work shall be required to be familiar with these regulations (both employees of the Contractor and any subcontractors).
- 5.5.7** The media for testing and comprehensively trying out the Work shall be provided by the Client within 5 days after receiving written notification of the request from the Contractor.

6. HANDOVER AND TAKEOVER OF THE WORK

- 6.1** The handover and takeover of the Properly Completed Work shall take place based on the acceptance procedure consisting of:
 - 6.1.1** the signing of the handover report.
 - 6.1.2** Certificate of conformity of Interior seats under ČSN EN 13501-1 or its equivalent, issued by the relevant authority. Materials used for Interior seats shall comply with criteria for class D-s1 or D-s2 fire reaction at worst.
- 6.2** Following the Installation of Interior Seats, the Contractor shall ask the Client to take the Properly Completed Work over.
- 6.3** If during the handover procedure it is discovered that Work does not contain any Defects, the Parties undertake to sign a handover report.
- 6.4** In case that the Work does contain Defects, the Client is entitled to
 - 6.4.1** Refuse the takeover or
 - 6.4.2** Accept the Work. In such case the handover report shall contain a list of the remaining Defects and the deadline for their elimination or another procedure of compensation (e.g. discount from Price etc.)

- 6.5** Refuses the Client to take the Work over as specified in Article 6.4.1 hereof, or fails the Contractor to deliver and install the Interior Seats in time is the Contractor obliged to deliver and Install Interior Seats without any Defects within subsequent deadline designated by the Client. For the purposes of such delivery Articles 6.1 – 6.4. hereof shall apply likewise.
- 6.6** In case the Contractor fails to meet any of the deadlines set in Article 6.4.2 or Art. 6.5 hereof, it shall pay the Client a contractual fine of EUR 36,- of the price of the Work for each initiated day of delay. The payment of the contractual fine is without prejudice to the Client's right to damages.

7. WARRANTIES

- 7.1** The Contractor hereby warrants that the Interior Seats will not have any Defects within warranty period of 24 months (hereinafter referred to as "**Warranty Period**").
- 7.2** The Contractor will commence removing any warranty Defects hindering operations within 2 working days of learning of them through the Contractor's representative or by email or fax (hereinafter "**Notification of Defect**"). The Defect shall be removed no later than the date agreed in a document signed by both Parties at this meeting, but always within 5 working days of the Notification of Defect. For other Defects not hindering operations, a meeting will be convened within 15 days of the Notification of Defect. The procedure and deadline for removing the Defect will be agreed at this meeting.
- 7.3** The Contractor hereby warrants the Client that the Work or any other Contractor's performance under this Agreement or the use of the Work by the Client under this Agreement does not breach and shall not result in breach of any intellectual property rights of third parties. In case the Contractor breaches its obligation arising from the warranty set forth in this paragraph, it shall be liable for any and all consequences arising therefrom, in particular it shall be obliged to ensure for the Client the right to use the Work not infringing any intellectual property rights of third parties and indemnify the Client for any loss incurred thereby.

8. PRICE AND PAYMENT TERMS

- 8.1** The price of the Properly Completed Work under this Agreement shall be constituted pursuant to unit prices contained in Schedule No. 1 of this Agreement. The unit prices cover all the Contractor's costs incurred on the execution of the Work including, but not limited to, shipping, insurance and installation costs.
- 8.2** The Contractor shall be entitled to invoice the price of the Work after the signing of the handover report according to Article 6.1 of this Agreement. The day of signing of the handover report shall be the day of taxable transaction.
- 8.3** The invoice issued by the Contractor shall be payable within 30 days following its delivery to the Client. The signed handover report shall form an inseparable part of the invoice. Should the due date fall on a Saturday, a Sunday or another holiday, 31 December or a day that is not a banking day according to Act No. 124/2002 Coll., on the

Payment System, as amended, the due date shall be postponed to the immediately following banking working day. The Client's liability shall be settled by the deduction of the relevant amount from the Client's account.

- 8.4** The invoice delivered shall contain all the essential elements of a tax document within the meaning of the Czech legal regulations in force, in particular the Act on VAT, and shall include factually correct data on the performance. The Client shall be given a period of 10 days following its delivery to review whether the invoice is faultless and to return it to the Contractor if it contains errors. The return of the incorrectly issued document shall lead to the suspension of the maturity period and after the delivery of the correctly issued document, a new maturity period shall start to run.
- 8.5** The late payment interest on the financial performance on the part of the Client shall be 0.02 % of the amount due per day.

9. LIST OF PERSONS

- 9.1** The employees or appointed persons listed in Schedule No. 2 hereto are authorised to act in organisational and technical matters relating to this Agreement.
- 9.2** The employees or appointed persons listed in Schedule No. 2 hereto may be replaced following a written notice to the other Party.

10. AGREEMENT DURATION

- 10.1** This Agreement is concluded for a definite period of time of 3 years. This Agreement shall become valid on the date of its signature by both Parties and shall become effective on date of signing.
- 10.2** This Agreement or/and Supplemental Agreement shall cease to be in force and effect:
- 10.2.1** upon a written agreement of the Parties;
 - 10.2.2** upon its termination with immediate effect according to Articles 10.3 and 10.4 hereof.
- 10.3** The Parties have agreed that the Client shall be entitled to terminate the Agreement or Supplemental Agreement if:
- 10.3.1** the Contractor fails to hand over the Work according to Article 6.5 hereof, or
 - 10.3.2** the Contractor enters into a contract or contracts with a subcontractor or subcontractors for the execution of the entire Work without the Client's consent, or
 - 10.3.3** the Contractor breaches one of the obligations set forth in Article 5.2 hereof and fails to provide remedy within a period of 5 working days following the delivery of the Client's written notice thereof,
 - 10.3.4** the Contractor becomes insolvent.
- 10.4** The Contractor shall be entitled to terminate the Agreement if

- 10.4.1** the Client is in default with the settlement of the Contractor's invoice for more than (30) days following a written notice, and
- 10.4.2** the Client is in default with the performance of its obligations under this Agreement for more than (30) days and fails to provide remedy within fifteen (15) days after the Contractor's written notice thereof.
- 10.5** The termination shall take effect immediately after the other Party is notified thereof.
- 10.6** The Parties hereby agree that the provisions of Articles 10 and 11 hereof shall remain in force and effect (in any of the ways stipulated herein or set forth by the legal regulations in force) regardless of the termination of this Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1** The Parties have agreed that for the purposes of this Agreement confidential information shall include not only all data stated in the text of the Agreement or in documents to which the Agreement refers, but also any information exchanged by the parties or otherwise obtained by the parties in connection with the performance of this Agreement.
- 11.2** The following information shall not be considered confidential:
 - 11.2.1** information available to the public or generally known at the time of its use or disclosure, however, if not available to the public or generally known through a breach of a statutory or contractual obligation, or
 - 11.2.2** information provided to the Contractor by a third party not involved in the execution of the Work that is authorised to freely dispose of such information and provide it to third parties.
- 11.3** Unless the Contractor obtains the Client's prior written consent, the Contractor undertakes:
 - 11.3.1** not to use Confidential Information for other purposes than the execution of the Work and fulfilling of the obligations under this Contract, in particular not to use it for the purpose of winning an order for the execution of another work or for the purposes of any projects of third parties and/or
 - 11.3.2** not to make public or otherwise disclose the Confidential Information to any third party except for its authorised employees, members of its internal bodies, expert advisors and legal representatives. The persons who obtain the Confidential Information shall be required to maintain the confidentiality thereof as if they were the party to this Agreement. The Contractor shall be liable for any violation of the confidentiality obligation by third parties as if the obligation were violated by the Contractor.
- 11.4** Should any public administration body or a self-government body, a court or another public body require any Confidential Information, the Contractor shall inform the Client thereof in writing without delay and shall co-operate with the Client to use all means to avoid the disclosure of the Confidential Information.

12. FINAL PROVISIONS

12.1 Force Majeure.

- 12.1.1** None of the Parties shall be considered in delay with the performance of their obligations arising from this Agreement if such delay results from the occurrence of a force majeure event and such an event prevents or substantially affects the performance of the Party's obligations under this Agreement. The immediately preceding sentence of this Article shall apply only for the period of duration of the event of force majeure or its consequences and only in relation to the Party's obligation or the obligations directly or immediately affected by the event of force majeure.
- 12.1.2** An event of force majeure shall mean an event not foreseeable by the Party at the time of Agreement signing and objectively preventing the Party from the performance of its contractual obligations arising herefrom. Events of force majeure include, in particular, war, embargo, state or government intervention, terrorist attack, natural disasters and strikes of Client's employees. To avoid any doubts, the following shall not be considered an event of force majeure: any delay in the performance of the obligations by any suppliers or any Contractor's parties with respect to the Contractor, strikes of Contractor's employees or its contractual partners, as well as insolvency, overcapitalisation, bankruptcy, settlement, liquidation and any other similar event relating to the Contractor or any Contractor's contractual partner, and the seizure of Contractor's or any Contractor's contractual partner property.
- 12.1.3** Should any of the events of force majeure described above in Article 12.1.2 hereof occur, the affected Party shall take all the measures that may be reasonably required to restore the normal activity in compliance with this Agreement as quickly as possible and with respect to the circumstances that have caused the event of force majeure to occur. The Party undertakes to inform the other Party of the event of force majeure without undue delay, as soon as such communication is reasonably possible.
- 12.1.4** Should the event of force majeure last for more than ten (10) working days, the Parties undertake to make all the reasonable efforts to negotiate to find a suitable solution to the existing situation.
- 12.2** The Contractor shall be entitled to unilaterally set off or assign its mature or immature claims vis-à-vis the Client solely with the Client's prior written consent.
- 12.3** For the use of subcontractors to perform this Agreement, the Contractor is jointly and severally liable with the subcontractor for all liabilities of the subcontractor to the Client arising in connection with this Agreement. The Parties expressly agree that the second sentence of § 2914 of NOZ shall not apply for the purposes of this Contract.
- 12.4** The Parties expressly agree that § 1932 and § 1933 NOZ do not apply to this Agreement. If there occur multiple payable items arising from this Agreement, the Client has the exclusive right to determine which payable item to make first.

- 12.5** The Parties expressly and irrevocably agree that the statute of limitations for the rights of the Client as the creditor under this Agreement and all sub-contracts according to § 630 paragraph 1 of the Civil Code shall be extended to a period of ten (10) years from the date when such rights could have been first applied.
- 12.6** The Contractor assumes the risk of a change in circumstances within the meaning of § 1765 paragraph 2 NOZ. The Contractor shall not have the right to demand that the Client renegotiate the Agreement in the event of a substantial change in circumstances, as anticipated in § 1756 paragraph 1.
- 12.7** This Agreement contains the entire agreement of the Parties regarding the subject matter of this Contract, and it supersedes all other written or oral agreements made concerning the subject matter hereof. No statement of either Party made in the negotiation of this Agreement or statement made after the conclusion of this Agreement shall be interpreted as contrary to the expressed provisions of this Agreement and shall not create any obligation to any of the Parties beyond that which was anticipated in this Agreement. The Parties further preclude, beyond the expressed provisions of this Agreement, any rights or obligations inferred from existing or future practices established between the Parties or from customs generally maintained in accordance with the subject matter of this Agreement, unless expressly agreed otherwise in this Agreement. In addition to the above, the Parties declare that they are unaware of any customs and practices as yet established between them.
- 12.8** For the avoidance of any doubt, the Parties expressly acknowledge that they are entrepreneurs and are concluding this Agreement as part of their business activities and therefore the provisions of § 1793 NOZ (laesio enormis) or § 1796 NOZ (usury) do not apply hereunder.
- 12.9** For the avoidance of any doubt, the Parties state that they do not consider this Agreement to be an aleatory contract and therefore the provisions of NOZ on changed circumstances (§ 1764-1766) and laesio enormis (§ 1793-1795) do not apply to the obligations arising from it.
- 12.10** This Agreement may be modified and amended solely by written increasingly numbered amendments signed by both Parties.
- 12.11** All disputes arising from this Agreement or in connection therewith shall be, within the meaning of the provision of Section 89a of Act No. 99/1963 Coll., Rules of Civil Procedure, as amended, referred to the Client's general court for decision.
- 12.12** This Agreement shall be governed by Czech legislation, in particular by the Civil Code, with the exclusion of conflict rules, however, the UN Convention on Contracts for the International Sale of Goods, as amended (Communication No. 160/1991 Coll.), the UN Convention on the Limitation Period in the International Sale of Goods, as amended (Communication No. 123/1988 Coll.), or any other conventions regulating contracts for the international sale of goods or limitation periods for claims arising therefrom shall not apply.
- 12.13** Should any of the provisions herein become void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall remain unaffected.

The Parties undertake to replace the void, invalid, or unenforceable provision by a valid, effective and enforceable provision whose content and meaning is as close as possible to the content and meaning of the former provision that has become void, invalid, or unenforceable.

12.14 The headlines of individual articles and paragraphs herein are provided for reading convenience only and shall not be taken into account when interpreting the Agreement.

12.15 In case of discrepancies between the wording of the Agreement and its Schedules the wording of the Agreement shall prevail.

12.16 Contractor's Insurance

12.16.1 Contractor shall effect and maintain at its own cost and in full force during the term of this Agreement the insurance of Contractor's third party liability including liability for damage caused by construction and assembly.

12.16.2 The insurance coverage under such policy shall not be lower than the 360.000,- EUR.

12.17 Delivery.

12.17.1 Any communication relating to this Agreement shall be made in writing; if the Agreement stipulates that the communication is to be given by facsimile or e-mail, it shall be also given, simultaneously with the facsimile and e-mail delivery to the addresses specified in Article 9.1 hereof, by personal delivery, courier or registered mail.

12.17.2 Unless the Agreement stipulates otherwise, any communication under this Agreement shall be deemed given to the other Party:

12.17.2.1 the fifth (5) business day following deposit in the mail (in a postage prepaid and correctly addressed envelope), in case of delivery by registered mail;

12.17.2.2 as soon as the confirmation on the successful dispatch of the message to the duly dialled fax number of the other Party is printed by the sender's fax machine, in case of delivery by facsimile; and

12.17.2.3 as soon as the relevant e-mail message has been delivered to the duly filled e-mail address of the other Party – confirmation sent by the addressee's email server, in case of delivery by electronic mail.

12.18 In order to prevent pollution of and damage to the environment and with respect to the Client's efforts to introduce EMS at the international civil airport Prague – Ruzyně, the Contractor shall be obliged to refrain from such activities that might directly or indirectly cause damage or represent a threat to individual elements of the environment (e.g. soil, bedrock, water, air, climate, landscape, ecosystems) and shall be unconditionally obliged to observe all Client's instructions relating to the introduction of EMS.

12.19 This Agreement has been executed in five (5) counterparts, of which the Client shall receive three (3) and the Contractor two (2) counterparts. All counterparts are identical and original copies.

12.20 The following Schedules shall form an integral part of this Contract:

12.20.1 Schedule No. 1 – Detailed Price Calculation

12.20.2 Schedule No. 2 – Contact Persons

12.20.3 Schedule No. 3 – Works Documentation

THE PARTIES HEREBY CONFIRM THAT THEY HAVE READ THE CONTRACT AND CONSENT TO ITS CONTENT. IN WITNESS WHEREOF THEY ATTACH THEIR SIGNATURES:

Date:
For and on behalf of the Client:

Date:
For and on behalf of the Contractor:

Signature: _____
Name: Ing. Jiří Kraus
Title: Letiště Praha a. s.

Signature: _____
Name:
Title:

Signature: _____
Name: Ing. Milan Špaček
Title: Letiště Praha a. s.