

Offer

APSS Software & Services AG, Thurgauerstrasse 39, 8050 Zürich, Schweiz

Date: Jun 6, 2017
Offer Number: 1030
Customer Number: 1000420
Valid to: Jul 6, 2017
Requested Date: Aug 1, 2017
Contact person: [REDACTED]
E-Mail: [REDACTED]

Český Aeroholding, a.s.
 [REDACTED]
 Jana Kašpara 1069/1
 160 08 PRAHA 6
 TSCHECHISCHE REPUBLIK

Page: 1/3

Dear Sir or Madam,
 Thank you for your interest. We offer the following items:

Pos.	Product	Description	Quantity	Total
10	3003	XRT3 CBS - Purchase Local Lic.	3 Each	11,940.00 EUR
		List Price	7,960.00 EUR / 1 Each	23,880.00 EUR
		Product Discount	-50.00 %	-11,940.00 EUR
20	3006	XRT3 HBS DG - Purchase Local Lic.	3 Each	11,940.00 EUR
		List Price	7,960.00 EUR / 1 Each	23,880.00 EUR
		Product Discount	-50.00 %	-11,940.00 EUR
30	4019	Remote Installation	1 Each	600.00 EUR
		List Price	600.00 EUR / 1 Each	600.00 EUR
40	4019	XRT3 CBS - Upgrade	8 Each	0.00 EUR
50	4019	XRT3 HBS with DG - Upgrade	3 Each	0.00 EUR
60	4019	XRT3 Cargo with DG - Upgrade	1 Each	0.00 EUR
70	4019	CAT CBS	3 Each	0.00 EUR
80	4019	CAT HBS	3 Each	0.00 EUR
90	4019	CAT Cargo	3 Each	0.00 EUR
100	4019	Free yearly updates	1 Each	0.00 EUR
Airport Prague must provide the contractor with a minimum number of images.				

Subtotal	24,480.00 EUR
VAT	0,00 EUR
Total	24,480.00 EUR

Payment Terms: 30 days net

This offer includes the APSS license agreement as well as our system requirements. In the event the Software is not defect-free, APSS shall be obliged to start solving the Software defect(s) in compliance with Article 6 of APSS License Agreement no later than three (3) working days following the receipt of CAH's notice by APSS.

Yours Sincerely,

Flavia Kohler
APSS Software & Services AG, CASRA/APSS

Liability Clause

(Extract from the End User License Agreement)

Limited warranty; remedies

- (a) License acquired by one off payment: For a period of thirty (30) days after your receipt of the Licensed Material, APSS warrants that the Licensed Material contains no material manufacturing defects and will perform substantially as designed by APSS. The warranty period of thirty days also applies for supplements or updates of the Licensed Material. Your sole remedy under this limited warranty is - subject to your providing APSS with your proof of having paid for the use of the Licensed Material to APSS or to an authorized agent or distributor of APSS - at APSS's option, either (a) to refund your price paid (directly by APSS or at APSS discretion via an authorized agent or distributor) provided that you have returned or destroyed the Licensed Material as stipulated under section 13 of this Agreement or (b) to repair or replace the Licensed Material.
- (b) License based on regular payments: Subject to immediate reporting of a defect and punctual payment of all license fees to APSS or to an authorized agent or distributor, APSS may at its own discretion (a) within the necessary period of time, repair material defects or provide you with a workaround solution enabling you to use main functions of the Licensed Material or (b) terminate this Agreement with immediate effect and refund license fees (directly by APSS or at APSS discretion via an authorized agent or distributor) you have paid after reporting the material defect and provided that you have returned or destroyed the Licensed Material as stipulated under section 13 of this Agreement.
- (c) It is the entire discretion of APSS of how to repair any error and/or defect (e.g. Patch, Hotfix, Update, etc.) and if the system requirements shall be updated in case of a software update. This limited warranty is available only to you if you are the original contracting party to this Agreement and is void if failure of the Licensed Material has resulted from accident, abuse, or misapplication.
- (d) Subject to fraudulently or gross negligently caused defects, all other warranties and remedies, whether express or implied, are hereby disclaimed by APSS and its suppliers, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and noninfringement of intellectual property rights. APSS makes no warranties or representations that the functions contained in the licensed material or related services will meet your requirements, that the operation of the licensed material will be uninterrupted or error-free.

Limitation of liability

Except for direct damages which occurred unlawful due to intent or gross negligence of APSS, APSS or its affiliates such as suppliers and resellers shall in no event be liable for any damages whatsoever (including, without limitation, special, incidental, direct, indirect, or consequential damages, or damages for loss of profits, work interruption, loss of information, or any other pecuniary loss), even if APSS has been advised of the possibility of such damages.

Order Confirmation

Contractor

APSS Software & Service AG
Thurgauerstrasse 39
8050 Zürich
Schweiz

Ordering Party

Český Aeroholding, a.s.
[REDACTED]
Jana Kašpara 1069/1
160 08 PRAHA 6
TSCHECHISCHE REPUBLIK

Herewith, the customer declares that the system requirements are accepted and confirms the order based on the offer. The customer is responsible for costs resulting from not fulfilling system requirements.

APSS Software & Service AG

Name: [REDACTED]
Title: [REDACTED]
Place / Date: _____

Signature: _____

Český Aeroholding, a.s.

Name: _____
Title: _____
Place / Date: _____

Signature: _____