

evidenční číslo smlouvy ŘLP ČR, s.p.:081/2017/PS/080/D2





Air Navigation Services of the Czech Republic

AMENDMENT NO. 2 TO AIRCRAFT MAINTENANCE CONTRACT

Contracting Parties:

Air Navigation Services of the Czech Republic, state enterprise

established and operating in compliance with the laws of the Czech Republic,

with its registered office at: 787 Navigační, Jeneč, postal code: 252 61, Czech Republic

Reg. No.: 49710371, Tax ID No.: CZ699004742

registered in the Commercial Register at the Municipal Court of Prague, Section A, Insert 10771

represented by:

Bank: ČSOB, a.s. Praha 5, Account No.: 8815280/0300, IBAN: CZ12 0300 1712 8000 0008 8153 (hereinafter referred to as the "Customer")

and

Aerodata AG

established and operating in compliance with the laws of the Federal Republic of Germany,

with its registered office at: Hermann-Blenk-Str. 34 - 36, postal code: 38108, Braunschweig

Reg. No.: HR B 5217, Tax ID No.: DE 114884066

registered in the Commercial Register at the District Court, Section B

represented by

Bank: Volksbank BraWo, Account No.: 1234307000, IBAN: DE11 2699 1066 1234 3070 00

(hereinafter referred to as the "Provider")

as of this day have concluded this amendment to aircraft maintenance contract concluded between the Contracting Parties on October 18, 2017 in compliance with Section 1746 (2) of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")

(hereinafter referred to as the "Amendment" and the "Contract" respectively).

1. PREAMBLE

The Contracting Parties have agreed to amend the Contract in compliance with Article 21.1 of the Contract and Article 222 paragraph 6 of Act No. 134/2016 Coll., on public procurement, as amended.

2. THE SUBJECT-MATTER OF THE AMENDMENT

- 2.1 The Contracting Parties hereby agree to conclude this Amendment to the Contract which includes relating services which are necessary for Maintenance at the airport WMSA.
- 2.2 The total maximum price for the performance according to this Amendment shall amount to **EUR 402 000** excluding VAT, including all other taxes, duties and fees.
- 2.3 The price shall be paid on the basis of invoice issued by the Provider after completing the relevant Maintenance.
- 2.4 The payment under this Amendment shall be paid on the basis of actually performed Maintenance and the payment in Article 12.10 of the Contract shall not be changed by this Amendment.

3. FINAL PROVISIONS

- 3.1 This Amendment constitutes a complete agreement between the Contracting Parties on the subject matter of this Amendment.
- 3.2 This Amendment comes into force on the date it is signed by both Contracting Parties. This Amendment comes into effect by date of its publication according to Section 6 (1) of the Act No. 340/2015 Coll., on the Register of Contracts, as amended.
- 3.3 This Amendment has been signed by duly authorised representatives of the Contracting Parties in 4 (four) original counterparts in English, of which each Contracting Party receives two (2) counterparts.