

CONTRACT ON PURCHASE OF GRAPHICS CONTROLLERS

Customer's Contract no.: 0122002648

Supplier's Contract no.:

On the day of the month and the year hereunder:

Český Aeroholding, a. s.

Registered office: Praha 6, Jana Kašpara 1069/1, Postal Code: 160 08
Identification no.: 248 21 993
Tax no.: CZ699003361
Incorporation: Incorporated in the Companies Register filed with the Municipal Court in Prague, Section B, File 17005
Account holding bank: UniCredit Bank Czech Republic and Slovakia, a.s.
Account no.: 2106286528/2700
Represented by: [REDACTED]

(Hereinafter the "Customer")

and

ACECOR - COTEP

Registered office: 3/5 villa des Entrepreneurs
75015 Paris, FRANCE
Identification no: RCS Paris B 305 147 498
Tax number: FR 59 305 147 498
Incorporation: Formed under French law and registered at the Trade and Company Register in France under file B 305 147 498
Account holding bank: CMCIFRPP
Account no.: FR76 3002 7177 2300 0200 2150 110
Represented by: Olivier Bouis, President

(Hereinafter the "Supplier")

Concluded the following Contract on Purchase and Provision of Software (hereinafter the "Contract") pursuant to Section 1746, Article 2 of the Act No. 89/2012 Coll., Civil Code, outside of the scope of Act No. 134/2016 Coll., on public procurement, as amended, and in accordance with the Act No. 121/2000 Coll., Copyright Act.

Article I. OPENING PROVISIONS

1.1 Subject. Based on this Contract:

1.1.1 the Supplier undertakes to:

- 1.1.1.1 sell and transfer to the Customer the ownership rights to the goods as defined in article 2.1 of this Contract and Appendix No. 2 (hereinafter the "Goods"), and
- 1.1.1.2 to provide the Customer with the right to Authorized Retail Software License Acquisition LICE006PF - Licence Winidm Aeroport

and

1.1.2 the Customer undertakes to take over the Goods and the ownership rights to the Goods and accept the right under the 1.1.1.2 and to pay the Price in return.

1.2 Defined terms. The Contractual Parties hereby agree that the terms herein with a capitalized first letter shall have the same meaning as indicated in Article XI of the Business Terms and Conditions of the Český Aeroholding, a. s., to the Contract (hereinafter the "Terms of Trade").

1.3 Terms of Trade. The Terms of Trade, forming an appendix hereto, are an integral part of this Contract, stipulating the rights and obligations of the Supplier and the Customer hereunder. Unless expressly

otherwise indicated herein, the provisions of the Terms of Trade shall be applied. Should there be a conflict between the provisions hereof and the Terms of Trade, then the provisions contained herein shall prevail. The Supplier declares and confirms that it has become familiarized with the Terms of Trade and that it agrees with the contents thereof.

Article II. THE GOODS and INTELLECTUAL PROPERTY RIGHTS

- 2.1 Specification of the Goods. The Supplier undertakes hereunder to sell and transfer to the Supplier ownership right to 150 pieces of Multimedia Graphic Controller UCTA077PF and to provide the Customer with LICE006PF - Licence Winidm Aeroport (hereinafter referred to as the **"Retail Software"**) in such extent as required for unrestricted use of all above specified graphic controllers by the Customer and it's Cooperating Companies
- 2.2 Documents relating to the Goods. The Supplier is obliged to deliver the Goods with all Documents as specified in Section 2.2 of the Terms of Trade (appendix 1).
- 2.3 Services related to the delivery of the Goods. The Supplier is not obliged to supply the Customer with any Services related to the delivery of the Goods along with the Goods.
- 2.4 Post-warranty Servicing. The provision of Section 6.4 of the Terms of Trade (appendix 1) shall not apply to the purposes hereof.
- 2.5 Spare Parts. The provisions of Section 6.5 of the Terms of Trade (appendix 1) shall not apply to the purposes hereof.
- 2.6 Warranty Period. For the purposes of Section 6.2 of the Terms of Trade (appendix 1), the Contractual Parties have agreed that the Warranty Period shall be 2 years.
- 2.7 Fault Correction Time Limit. For the purposes of Section 6.3.4 of the Terms of Trade (appendix 1), the Contractual Parties have agreed on the following time limits:
- (a) The Supplier shall commence the correction of a Defined Fault within a maximum time of 14 days after receiving the relevant notification of the Defined Fault from the Supplier;
 - (b) The Supplier shall be obliged to correct the Defined Fault within the maximum time limit of 30 days after receiving the relevant notification of the Defined Fault from the Supplier;
 - (c) The Supplier shall be obliged to provide the Customer with replacement Goods within the maximum time limit of 30 days after receiving the relevant notification of the Defined Fault from the Supplier.
 - (d) The Supplier shall be obliged to inform the Customer of facts indicated in Section 6.3.4 of the Terms of Trade (appendix 1) within the time limit of 14 days.
- 2.8 Intellectual Property Rights. Supplier hereby provides Customer with the right to the Authorized Retail Software License Acquisition whereby Customer accepts the proposal for the conclusion of a license agreement with respect to a license to the Retail Software provided by the owner of the Intellectual Property Rights to the Retail Software or by the party exercising proprietary rights of the owner vis-à-vis an unspecified circle of parties. The proposal shall be concluded by signing the hand over protocol upon which the Retail Software package will be delivered to the Customer (hereinafter referred to as the **"Authorized Retail Software License Acquisition"**). For the violation of any doubts both Contractual parties hereby confirm that Terms of Trade shall not apply to any provisions governing the Authorized Retail Software License Acquisition. The fee for such Authorized Retail Software License Acquisition is included in the Price.
- 2.9 Supplier shall ensure that a license to a Retail Software may be provided by the Customer for use to all legal entities in which Customer owns directly or indirectly a share (hereinafter collectively as **"Cooperating Companies"**), while such use shall include any manner of use anticipated by the Copyright Act and Civil Code. The fee for the use of the Retail Software by Controlled Entities is included in the Price.
- 2.10 The Supplier shall transfer title to the Retail Software Package to the Customer as of the date of Delivery and undertakes to procure as of the same date that the Customer is able to obtain a License pursuant to art. 2.8 hereof. The fee for such transfer is included in the Price.

Article III PRICE

- 3.1 Price. The Contractual Parties have agreed on the total price of the Goods and the right to Authorized Retail Software License Acquisition in the amount of: **148 500 EUR** (in words: one hundred forty eight thousand and five hundred euros)
- (hereinafter the "**Price**"). For the tax calculation purposes both Parties hereby declares the amount of the total price of the right of Authorized Retail Software License is **15 000 EUR**.
- The Price is indicated without VAT; applicable VAT will be included pursuant to the valid legal regulations.
- 3.2 Bank account for the payment of the Price. The Contractual Parties have agreed that the Price shall be paid to a bank account of the Supplier indicated in the Invoice in accordance to contract header for the Goods in accordance with the payment method outlined herein and in the Terms of Trade (appendix 1).
- 3.3 Price Payment Method. The Contractual Parties have agreed that the Price shall be payable as a one-off payment; the Supplier may issue the applicable invoice on the day when the Customer takes over the Goods, however, not before the signing of the Completion Certificate.
- 3.4 Selected provisions concerning the invoicing of the Price. For the purposes of Section 4.4 of the Terms of Trade, the Contractual Parties have agreed that:
- (a) Customer shall be entitled to return the Invoice to the Supplier, within a time limit of 30 calendar days from the day it is delivered from the Supplier to the Customer and
 - (b) The Invoice has to be delivered to the Customer, at the latest, within 30 calendar days from the day when the Supplier becomes entitled to issuing the Invoice within the meaning of Section 3.3 hereof.
 - (c) The Invoice has to be delivered on the address: Český Aeroholding,a. s., Evidence faktur, Praha 6, Jana Kašpara 1069/1, Postal Code 160 08, Czech republic or in PDF format on invoices@cah.cz
- 3.5 Selected provisions concerning the Invoice maturity. For the purposes of Section 4.5 of the Terms of Trade (appendix 1), the Contractual Parties have agreed that the Invoice shall be mature within a time limit of 30 calendar days after being delivered to the Customer.
- 3.6 The payment of the Price refers always to the payment of the full amount, including applicable VAT.

Article IV TIME AND PLACE OF DELIVERING THE GOODS

- 4.1 Date of delivering the Goods. At the latest, the Supplier undertakes to deliver the Goods to the Customer within 8 weeks from the date of signature of the Contract.
- 4.2 Place of the Goods delivery. The Supplier undertakes to supply the Customer with the Goods at the Customer's seat stated in the head of the Contract (Attn. the contact person, Mr. Robert Pech).
- 4.3 Installation place inspection. The provisions of Sections 3.3.3 of the Terms of Trade (appendix 1) shall not apply.

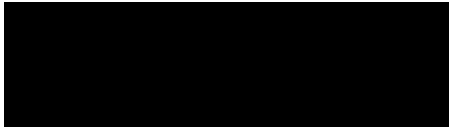
Article V SANCTIONS

- 5.1 Amount of the contractual fine. The Contractual Parties have agreed on the amount of contractual fines as follows:
- (a) For the purposes of Section 8.1.1 (a) of the Terms of Trade (appendix 1), a contractual fine of 0.05% of the Price has been agreed for each day in default;
 - (b) The provisions of Section 8.1.1 (b) of the Terms of Trade (appendix 1) shall not apply to the purposes hereof;

- (c) For the purposes of Section 8.1.1 (c) of the Terms of Trade (appendix 1), a contractual fine of CZK 20,000 has been agreed for each breach of the obligation in question;
 - (d) For the purposes of Section 8.1.1 (d) of the Terms of Trade (appendix 1), a contractual fine of CZK 20,000 has been agreed for each breach of the obligation in question;
 - (e) For the purposes of Section 8.1.1 (e) of the Terms of Trade (appendix 1), a contractual fine of 25% of the Price has been agreed.
- 5.2 Default interest. For the purposes of Section 8.2 of the Terms of Trade (appendix 1), a default interest of 0.01% of the Price has been agreed for each day when the payment of the Price is in default.
- 5.3 The Contractual Parties have agreed that in the case of the breach of any Intellectual Property Right caused by the Supplier in connection to his duties under this Contract the Supplier is obliged to pay the Customer the fine in the amount of CZK 20,000. The payment of the fine shall not affect the Customer's right to claim compensation for damages.

Article VI CONTACT PERSONS

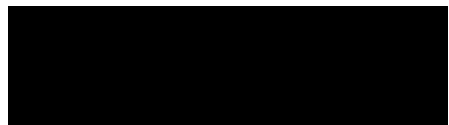
- 6.1 Customer's contact person in respect to the delivery of the Goods. For the purposes of Section 12.11.1 of the Terms of Trade (appendix 1), the Customer's contact person is:



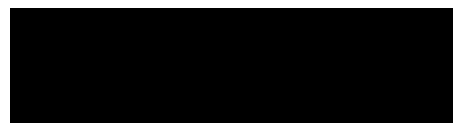
- 6.2 Supplier's contact person in respect to the delivery of the Goods. For the purposes of Section 12.11.1 of the Terms of Trade (appendix 1), the Supplier's contact person is:



- 6.3 Customer's contact person in respect to the Contract. The person authorized to communicate on behalf of the Customer in respect to any modifications, terminations or any other communication in respect hereto (except for the communication pursuant to Section 6.1 hereof) is:



- 6.4 Supplier's contact person in respect to the Contract. The person authorized to communicate on behalf of the Supplier in respect to any modifications, terminations or any other communication in respect hereto (except for the communication pursuant to Section 6.2 hereof) is:



- 6.5 In relation to the EMS pursuant to Section 12.12 of the Terms of Trade, the contact person is Ing. Eva Říhová, telephone no.: 220 11 2343, e-mail: eva.rihova@prg.aero.

Article VII FINAL PROVISIONS

- 7.1 Validity and effectiveness. This Contract shall become valid and effective as of being signed by the last of the Parties.
- 7.2 Contractual Parties shall keep confidential and shall not at any time disclose or permit to be disclosed the terms of this Contract, with the exception of Cooperating Companies or with the prior written consent of both Contractual Parties or as required by law or by court or any government authority or to the extent that such information has become public knowledge not due to Contractual Parties' breaches of this undertaking.
- 7.3 This Contract is Civil Code in effective edition together with other applicable regulations of the Czech Republic. All disputes arising out of this Agreement or related thereto, shall be settled amicably by the Parties in good faith negotiations. If any dispute hereunder is not resolved amicably within 30 days from the date of a pertinent request by a Party, it will be settled finally by the relevant Czech courts.
- 7.4 Contractual Parties hereby agreed that following provisions of Civil Code, i. e. Section 1766 (change of circumstances), Section 1793 (non-proportional reduction), Section 1796 (usury), Section 1800 (adhesive contracts), Section 1987 Article 2 (offset of indefinite and uncertain claims), Section 2000 (cancellation of obligation) and Section 2050 (contractual penalty and damages) shall not be applied on the Contract and Contractual Parties agreed to set their duties as follows:
- a) Both Contractual Parties take into account that neither of them is entitled to demand the re-negotiation about the Contract caused by the gross disparity by disadvantage either of them a disproportionate increase in cost of performance or disproportionate reduction in the value of the transaction.
 - b) Contractual Parties hereby agreed that none of them has the right to motion the change of the obligation from the Contract under the provisions of Sections 1764 to 1766 of the Civil Code.
 - c) This Contract has been concluded among the business entities during the performance of their business and therefore in accordance with the Section 1797 of the Civil Code provisions of Sections 1793 to 1795 and 1796 of the Civil Code will not be applicable on this Contract.
 - d) In accordance with the Section 1801 of the Civil Code both Parties agreed provisions of Sections 1799 and 1800 of the Civil Code (adhesive contracts) will be not applicable on this Agreement.
 - e) In avoidance of any doubts both Parties agreed that no obligation under this Agreement is the fix obligation in accordance of Section 1980 of the Civil Code.
- 7.5 Should any provision hereof become invalid, ineffective, or unenforceable, this will not affect the validity and enforceability of other provisions hereof. Contractual Parties undertake to replace any such invalid, ineffective, or unenforceable provision by a valid, enforceable, and effective provision, content and purpose of which will correspond to the content and purpose of the original provision which became invalid, ineffective, or unenforceable the best.
- 7.6 The Parties represent that no facts stated in this Contract and all amendments hereto form trade secret pursuant to Section 504 of the Civil Code
- 7.7 Copies and language. This Contract is executed in 3 copies, with each one of them having the force of an original. The Customer shall receive 2 copies and the Supplier shall receive 1 copy hereof. This Contract is concluded in the English language.
- 7.8 Appendices. The following documents form an integral part hereof:
- Appendix 1: Terms of Trade
 - Appendix 2: Specification of Goods, Price

In witness of their agreement with the wording and contents hereof, Contractual Parties have attached their signatures hereto.

Customer:

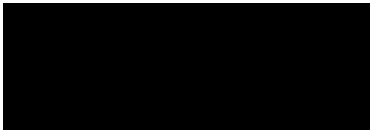
Supplier:

Prague, _____

Paris, _____

On behalf of Český Aeroholding, a. s.

On behalf of ACECOR COTEP



Olivier BOUIS
President

BUSINESS TERMS AND CONDITIONS OF THE ČESKÝ AEROHOLDING, A. S. TO THE CONTRACT

Article I. INTRODUCTORY PROVISIONS

- 1.1 Subject matter of the Terms of Trade and the relation between the Contract and the Terms of Trade. These Terms of Trade specify the rights and obligations of the Contractual Parties and are their integral part. If not specified in the Contract otherwise, the provisions of these Terms of Trade apply. In case of variance between the Contract and these Terms of Trade, the Contract provisions prevail.
- 1.2 Exclusion of other terms of trade. Within the framework of the Contract only and exclusively these Terms of Trade apply. Application of any other Terms of Trade of the Supplier, the Customer or any third party is hereby explicitly excluded. The excluded Terms of Trade will not be taken into consideration.
- 1.3 Definition of terms. Terms written in these Terms of Trade with the capital letter in the beginning of the words have a defined meaning as specified in Article XI. Of these Terms of Trade.

Article II. GOODS

- 2.1 Specification of goods. The Supplier is obliged to supply the Customer with goods of quantity, kind and technical specification as defined in this Contract. The Goods must be new, not used, not damaged, fully functional, top quality provided by the manufacturer of the Goods and in compliance with all licences and rights needed for their proper and problem-less operation and use by the Customer. The Goods must meet all requirements set out by the relevant legal provisions, hygienic, health, safety, technical, as well as any other similar standards for these Goods (hygienic, health, safety, technical, as well as any other similar standards hereinafter the “**Standards**”). The Goods must pass all attestations and approvals necessary for proper and problem-less operation and use. The Goods must not be encumbered by any rights of third parties including chattels mortgages and must be free of any legal or material defects. The Supplier declares that there are no legal provisions, Standards neither any rights of third parties hindering the Customer in proper and problem-less operation and use of the Goods.
- 2.2 Documents relating to the Goods. The Supplier is obliged to deliver the Goods to the Customer together with all relevant documents and papers relating to the valid legislation. The documents and papers must be delivered to the Customer in English language. In case the document is available in a foreign language only, it must be translated and made available to the Customer in English language. In case of variances or discrepancies between the English translation and the foreign-language original version of the document, the English translation of the relevant document prevails. Documents and papers mentioned here under paragraph 2.2 are especially duly filled out warranty certificates of the Goods, service book or any other similar document, operating instructions to the Goods, documents confirming usability of the Goods on the territory of the Czech Republic and their compliance with legal provisions as well as licence agreements or licence certificates authorizing the Customer to problem-less operation and use of the Goods, documents necessary for the Customer to meet the requirements and obligations resulting from the relevant legal provisions concerning tax, currency and customs obligations and all materials necessary for due and complex training of the staff operating with the Goods in electronic or printed version. By signing the Contract, the Supplier confirms that the documents and papers relating to the Goods as specified under the paragraph 2.2 of the Contract, are all documents and papers necessary for problem-less operation and use of the Goods and execution of the rights of the Customer resulting from these Terms of Trade.
- 2.3 Packaging of Goods. The Supplier is obliged to deliver the Goods to the Customer duly and properly packed to prevent and avoid possible damage during transportation. However, packaging of Goods must not anyhow limit the right of the Customer to see and test the Goods before the actual takeover.
- 2.4 Services relating to the delivery of Goods. Together with the Goods, the Supplier obliges on their own costs and liability to provide the Customer with all services necessary for securing full functioning of the Goods at the Customer's place. These services include especially Installation of the Goods at the Customer and training the Customer in proper and due operation, storing and maintenance of the Goods.

Article III.
DELIVERY OF GOODS

- 3.1 Delivery Day of the Goods. The Supplier is obliged to deliver the Goods to the Customer within the agreed Delivery Day. Early delivery of the Goods to the Customer by the Supplier is possible only after written consent from the Customer. Exact hour of the Delivery Day must be suggested by the Supplier to the Customer no later than three (3) Business Days before the actual Delivery Day. The Customer has the right the change this hour of delivery according to their organizational and technical needs. The our of the Delivery Date will be subsequently confirmed to the Supplier in the Customer's report sent to the Supplier by fax and e-mail. In case of Installation, the Supplier further obliges to suggest to the Customer no later than three (3) Business Days before the Commencement of Installation a date and hour of the Commencement of Installation. The Customer has the right the change the date and hour of the Commencement of Installation according to their organizational and technical needs. The day and hour of the Commencement of Installation will be subsequently confirmed to the Supplier in the Customer's report sent to the Supplier by fax and e-mail.
- 3.2 Place of Delivery of the Goods. The Supplier is obliged to deliver the Goods to the Customer within at the agreed Place of Delivery. The Customer is obliged to specify in writing by e-mail and fax the exact location where the Goods are to be delivered no later than one (1) Business Day before the Delivery Day. In case of Installation, the location must be specified no later than six (6) days before the Commencement of Installation.
- 3.3 Handover and Acceptance of the Goods.
- 3.3.1 The Supplier is obliged to deliver the Goods to the Place of Delivery at the agreed time of the Delivery Day and in quality including all parts as mentioned in Article II. of these Terms of Trade and enable the Customer to inspect the Goods and check the functionalities of the Goods. Together with the delivery of the Goods, the Supplier is obliged to submit to the Customer all documents and papers relating to the Goods as specified in the paragraph 2.2 of these Terms of Trade.
- 3.3.2 In case that for checking the functionalities of the Goods an Installation at the Customer would be necessary, the Supplier is obliged by their own means to realize the Installation in away that the Goods are installed at the Place of Installation no later than on the Delivery Day. The Supplier is obliged to ensure that the Installation would be done by duly trained staff of the Supplier, who duly passed all necessary tests and are fully authorized to provide Installations of the Goods. The Supplier is obliged to provide the Installation with care and expertise without unnecessary delays. The Installation method must be and optimal way of the Installation of the Goods. During the Installation, the Supplier is obliged to respect and follow the requirements and instructions of the Customer , the interests of the Customer and is also obliged to keep all relevant operational, safety and other provisions and regulations valid and applicable on the territory of the Czech Republic as well as internal operational, safety and other provisions of the Customer . The Customer informs the Supplier no later than on the day of the Commencement of Installation about the contents of the internal operational, safety and other provisions of the Customer, which the Supplier is obliged to keep and follow during the Installation. The Supplier must not hire a third party to provide the Installation of the Goods at the Customer in the place of the Supplier nor contractually authorize any third party to provide the Installation of the Goods at the Customer, unless the Customer gives a written consent to the Supplier for this purpose. In case the written consent is given by the Customer, the Supplier remains fully liable to the Customer for the Installation in accordance with the Contract and these Terms of Trade. The above-mentioned written consent does not take away any obligations or liabilities from the Supplier resulting from the Contract or these Terms of Trade and does not limit neither cancel the rights of the Customer in any aspect resulting from the Contract or these Terms of Trade.
- 3.3.3 Within the term specified in the paragraph 4.3 of the Contract, the Supplier is obliged to check whether the quality of the place of Installation is in compliance with the requirements of the manufacturer of the Goods on the place of Installation of the relevant Goods. The Customer enables the Supplier to commence the Installation on the day of the Commencement of Installation and provides the Supplier all necessary cooperation within the Installation of the Goods, which can be reasonably requested by the Supplier. The obligation of the Supplier to provide Installation of the Goods by themselves remains unchanged.
- 3.3.4 After the Customer inspects the Goods, checks all functionalities of the Goods and checks the completeness of the documents and papers as mentioned in the paragraphs 2.2 and 4.6 of

these Terms of Trade, the Contractual Parties sign the Completion Certificate. Together with signing the Completion Certificate, the Customer is obliged to issue a warranty certificate to the Customer to make them able to claim possible faults of the Goods. In order to exclude and avoid any doubts, the Customer is allowed and authorized to invite third parties to the inspection of the Goods. In order to check the functionalities of the goods, completeness of the documentation as mentioned in the paragraph 2.2 of these Terms of Trade, the Customer is allowed to invite any of their employees as well as third-party consultants.

3.4 Delay of the Supplier.

3.4.1 In order to exclude and avoid any doubts, the Customer is not obliged to accept the Goods if there are faults found in them, especially if the Goods do not comply with the specifications listed in the Contract and these Terms of Trade, do not work, the Supplier did not supply Services relating to the delivery of the Goods duly, The Goods do not meet some of the requirements on the Goods listed in Article II. of these Terms of Trade, the relevant documents were not delivered with the Goods as specified in paragraphs 2.2 and 4.6 of these Terms of Trade or the Supplier breached any of the obligations resulting from the Contract including these Terms of Trade.

3.4.2 In case the Customer refuses to accept the Goods due to any reason listed in paragraph 3.4.1 of these Terms of Trade or in case the Supplier breached any of the obligations resulting from the Contract, the Supplier is obliged to deliver to the Customer perfect Goods, fully functional and duly installed Goods (in case Installation is necessary in order to ensure functioning of the Goods) compliant with all specifications listed in Article II. of these Terms of Trade no later than five (5) Business Days starting on the day after the Day of Delivery. Provisions of the paragraph 3.3.4 of these Terms of Trade are in this case applied similarly.

Article IV. PURCHASE PRICE AND ITS MATURITY

4.1 Generally about the Price. The Price also includes all costs of the Supplier relating to the transport of the Goods to the Place of Delivery, all costs of the Supplier relating to the actual delivery of the Goods (especially all costs of the Supplier necessary for the Installation of the Goods), all costs of the Supplier relating to the warranty services as mentioned in paragraphs 6.1, 6.2 and 6.3 of these Terms of Trade, all costs of any warehousing of the Goods and all costs of the Supplier relating to the documents and papers of the Goods as mentioned in paragraph 2.2 of these Terms of Trade. Except a written agreement of both Contractual Parties, any changes to the agreed

Price are excluded.

4.2 Payment of the Price. The Price is due to the bank account of the Supplier listed in paragraph 3.2 of the Contract. The Price is paid on the basis of the Invoice issued by the Supplier. The Price is due in the same currency as agreed.

4.3 Invoice Requisites.

4.3.1 The Invoice issued by the Supplier has to be compliant with all the requisites applicable to the tax document in accordance with the relevant legal provisions valid and effective on the territory of the Czech Republic and must contain accurate data and specifications of the Goods. One (1) copy of the Completion Certificate or any other document confirmed by the Customer must be attached to the Invoice. This document confirms the amount invoiced.

4.3.2 In case the payment of the Price in instalments has been agreed, the Supplier's Invoice must contain the due dates of the individual instalments of the Price according to the payment list specified in paragraph 3.5 of this Contract.

4.4 Invoicing Procedure. The invoice can be issued no earlier than on the Business Day specified in paragraph 3.3 of the Contract. The Customer is authorized to return the Invoice to the Supplier within the term specified in paragraph 3.4 sec. (a) of the Contract, if the Customer consider the Invoice not compliant with all requisites as specified in paragraph 4.3 of these Terms of Trade. In this case, the Supplier is obliged to deliver a new invoice to the Customer, which will be compliant with all requisites as specified in paragraph 4.3 of these Terms of Trade. Other term of the invoicing procedure are specified in paragraph 3.4 sec. (b) of the Contract.

4.5 Invoice Maturity.

4.5.1 In case a lump-sum payment of the Price has been agreed in the Contract, the Invoice is due within the term specified in paragraph 3.5 of the Contract. In case the Invoice is returned to the

Supplier by the Customer following the paragraph 4.4 of these Terms of Trade, the payment term starts running after delivering the correct Invoice to the Customer. In case the due day of the Invoice is on Saturday or Sunday, any other holiday, 31st December or any other day, which is not a business day according to the law No. 284/2009 Coll., on payments as amended, the due day is the next Business day. The Invoice is considered paid in a moment when the amount specified in the Invoice is sent out from the bank account of the Customer.

- 4.5.2 In case it is agreed in the Contract that the Price will be paid in several instalments, the relevant instalments of the Price are due in terms v listed in paragraph 3.5 of the Contract. In case of returning the Invoice by the Customer back to the Supplier according to the provisions of the paragraph 4.4 of these Terms of Trade, the maturity period of the first instalment of the Price starts after delivering the accurate Invoice by the Supplier to the Customer. In case the due day of the Invoice is on Saturday or Sunday, any other holiday, 31st December or any other day, which is not a bank business day according to the law No. 124/2002 Coll., on payments as amended, the due day is the next Business day. The relevant instalment of the Purchase Price is considered paid in a moment when the relevant amount as specified in paragraph 3.5 of the Contract is sent out from the bank account of the Customer.
- 4.6 Value added tax, other taxes, customs duties, fees and other compulsory payments. The Price as well as all other financial amounts listed in the Contract do not include VAT. Eventual obligation of the Customer to pay any tax of the Price, fee or customs duty specified in the relevant regulations does not constitute any obligation of the Purchaser to even up the Supplier the difference between the Price before the tax, fee or customs duty deduction and the Price after the tax, fee or customs duty deduction. The Supplier is obliged to supply all relevant data to the Customer together with the delivery of Goods – data necessary for proper clearance, taxation and payment of all relevant fees and/or customs duties and provide the Customer with all necessary documents confirming the above-mentioned facts. Upon request of the Customer, the Suppliers obliged to provide at any time any other data required by the Customer, which are according to the Customer necessary for proper clearance, taxation and payment of all relevant fees and/or customs duties and provide the Customer with all necessary documents confirming the above-mentioned facts.
- 4.7 Payment of the Price is always understood as the payment of the Price including the relevant VAT.

Article V. TRANSFER OF THE OWNERSHIP RIGHTS

- 5.1 Transfer of the ownership rights in relation to the Goods. The ownership right towards the Goods is transferred to the Customer at the Time of Acceptance.
- 5.2 Transfer of the liability for damages to the Goods. The liability for damages to the Goods is transferred to the Customer at the Time of Acceptance.

Article VI. WARRANTY, CLAIM, AFTER-WARRANTY SERVICE

- 6.1 Warranty.
- 6.1.1 By signing the Completion Certificate, the Supplier provides the Customer a warranty that during the Warranty Period:
- (a) The Goods will not embody any faults, either material faults, manufacturing faults or faults caused by technical processing of the Goods, faults visible as well as faults hidden, faults legal as well as literal and will fully comply with the specification and features according to the Article II. of these Terms of Trade and Article II of the Contract
 - (b) The Goods will be fully functional
 - (c) The Goods will have all the features specified in the documents and papers as mentioned in the paragraph 2.2 of these Terms of Trade and in the paragraph 2.2 of the Contract as well as features usual for the relevant Goods
 - (d) The Goods will be duly and properly Installed in accordance with the requirements of the manufacturer of the Goods.
- 6.1.2 Together with the Goods, the Supplier is obliged to deliver to the Customer a warranty certificate at least for the extent and time period specified in the Contract and these Terms of Trade.

- 6.1.3 The warranty according to the Article VI of these Terms of Trade does not apply to faults of the Goods caused by mechanical damage of the Goods caused by the Purchaser, unless this mechanical damage was caused by another fault of the Goods.
- 6.2 Warranty Period. The Supplier provides the Customer with a warranty on the Goods at least in the extent specified in the Article VI of these Terms of Trade for the given period mentioned in the paragraph 2.6 of the Contract (hereinafter the "**Warranty Period**"). The Warranty Period starts running on the next day after the Time of Acceptance of the Goods by the Customer. In case of Definition of Faults, is the original Warranty Period interrupted and new Warranty Period starts running in the minimum length specified in the paragraph 2.6 of the Contract from the day of acceptance of the repaired Goods by the Customer or from the day when the Supplier and the Customer sign a printed confirmation on the Claim clearance other way mutually agreed on by the Supplier and the Customer.
- 6.3 Claims.
- 6.3.1 The Customer is obliged to report the Supplier any fault of the Goods, which occurred during the Warranty Period right after it occurrence within time, which can be considered reasonable by the Customer (hereinafter "**Definition of Faults**"). The Definition of Faults must be sent to the Supplier by fax and e-mail to the contact addresses listed in paragraph 6.2 of the Contract.
- 6.3.2 Within the term specified in paragraph 6.3.4 of these Terms of Trade, the Purchaser is obliged to start fixing the Defined Fault. Correction of Fault means any way of fixing or repair of the Defined Fault of the Goods done by the Supplier leading to the restoration of full functionality of the Goods. Furthermore, fixing the Defined Fault of the Goods means especially any repair of the Goods by replacing the faulty parts of the Goods by a good one, replacing the faulty Goods by good ones as well as removing any legal obstacles hindering the full and problem-less use of the Goods by the Customer. Upon request of the Customer, the Contractual Parties can agree upon other way of the Claim clearance of the Goods, e.g. on providing a discount. This discount is applied by the Supplier to the Customer on the Price of the Goods. In case of agreement on other way of the Claim clearance, the Contractual Parties sign a printed statement on this subject. In order to exclude and avoid any doubts we hereby declare that if the Supplier will not be requested by the Customer to clear the Claim any other way than fixing or correcting the Defined Fault, the Supplier is obliged make every effort to fix the Defined Fault. The Supplier is obliged to fix the Defined Fault of the Goods within the Warranty Period free of charge.
- 6.3.3 The Supplier is obliged to ensure that fixing the Defined Faults of the Goods in a sense of the paragraph 6.3.2 of these Terms of Trade (hereinafter "**Correcting Faults**") would be done by duly trained staff of the Supplier, who duly passed all necessary tests and are fully authorized for fixing the Defined Faults of the Goods. The Supplier is obliged conduct all works with care and expertise without unnecessary delays. The method of correcting or fixing the Goods must be an optimal way of doing things. During correcting or fixing the Goods, the Supplier is obliged to respect and follow the requirements and instructions of the Customer as well as the interests of the Customer. The Supplier must not hire a third party for Correcting the Faults of the Goods at the Customer in the place of the Supplier nor contractually authorize any third party to provide Correcting the Faults of the Goods at the Customer, unless the Customer gives a written consent to the Supplier for this purpose. In case the written consent is given by the Customer, the Supplier remains fully liable to the Customer for the Correcting the Faults in accordance with the Contract and these Terms of Trade. The above-mentioned written consent does not take away any obligations or liabilities from the Supplier resulting from the Contract or these Terms of Trade and does not limit neither cancel the rights of the Customer in any aspect resulting from the Contract or these Terms of Trade.
- 6.3.4 Within the term specified in the paragraph 2.7 sec. (a) of the Contract, the Supplier is obliged to commence Correcting the Faults and correct the defined Faults no later than within the term specified in the paragraph 2.7 sec. (b) of the Contract. In case the Defined Fault will not be corrected within the term mentioned above, the Supplier is obliged to provide at their own costs the Customer with new Goods no later than within the term specified in the paragraph 2.7 sec. (c) of the Contract. The Goods must be of the same kind and quality as the original Goods. During the entire fixing time of the Defined Faults, the Supplier is obliged to inform the Customer about the progress and time needed by fax and e-mail regularly as specified in the paragraph 2.7 sec. (d) of the Contract.
- 6.3.5 After fixing or correcting the Defined Faults, the Supplier is obliged to handover the fully functional Goods back to the Customer. The Customer is authorized to refuse the handover of the claimed Goods in case that the Defined Faults were not corrected duly and in full extent. In case the Customer takes over the repaired Goods, a printed completion certificate is issued to

the Supplier. Within the sense of the provisions of the paragraph 6.2 of these Terms of Trade it is declared that new Warranty Period in relation to the claimed Goods starts running on the next day after the day the Supplier received the printed completion certificate as specified above. In order to exclude and avoid any doubts we declare that in case of replacement of the claimed Goods by new Goods or in case of replacement of any of the parts of the claimed Goods by a new one, or in case completing the repair of the claimed Goods other way, a new Warranty Period starts running as specified in paragraph 2.6 of the Contract. This applies to new Goods as well as Goods with replaced parts or Goods repaired other way. The new Warranty Period starts running on the day of reception of the new Goods or alternatively on the day of reception of the Goods with replaced parts or on the day of reception of the Goods repaired other way.

6.4 After-warranty Service.

6.4.1 In case the Supplier would be asked in writing by the Customer no later than thirty (30) calendar days before expiration of the Warranty Period, the Supplier obliges to provide the Customer with after-warranty service of the Goods from the next day after the expiration day of the Warranty Period under the following conditions:

- (a) A separate service contract will be signed between the Contractual Parties on the after-warranty service (hereinafter the "**Service Contract**").
- (b) Price of the after-warranty service agreed in the Service Contract per one (1) hour of work does not exceed the amount agreed in paragraph 2.4 of the Contract. In order to exclude and avoid any doubts we hereby declare that this price includes all costs of the Supplier in connection with repairing the Goods, especially the costs of transport to and from the place of repair of the Goods, costs of any eventual transport and warehousing of the Goods in connection with the actual repair of the Goods, costs of accommodation and food for the Supplier in the place of repair of the Goods, costs of any and all telecommunication services of the Supplier and costs of transport of new parts of the Goods to the Customer .
- (c) In the Service Contract, the Supplier obliges to provide the Customer with the after-warranty service at least within the period specified in the paragraph 2.4 of the Contract.
- (d) The way of fixing the faults of the Goods would be specified in the Service Contract the same way as in paragraphs 6.3.2, 6.3.3 and 6.3.4 of these Terms of Trade. When fixing the faults, the Supplier would be obliged to work effectively and fix the fault of the Goods within the shortest time possible.
- (e) The Service Contract specifies that in case of necessity to replace any part of the Goods during the repair, the Supplier is obliged to inform the Customer about the necessary replacement of the relevant part and replace the part only upon the Customer's approval. The price of the part must be approved in advance by the Customer. New parts will be invoiced by the Supplier separately. The Supplier is obliged to offer the individual parts to the Customer for the best price available in the market in the Czech Republic. As mentioned above, only the approved price can be invoiced. The Supplier obliges to provide warranty on the individual new parts within the extent and conditions similar to the warranty specified in paragraphs 6.1, 6.2 and 6.3 of these Terms of Trade.
- (f) The Service Contract specifies that on the process of the repairs a repair time record must be created by the Supplier. This record specifies individual steps done by the Supplier during the course of the repair of the Goods together with time spend on the individual steps. In addition to the repair time record, the Supplier would be obliged to specify and describe all steps made from the arrival to the Customer to the completion of the Repair of the Goods including all breaks and pauses made during the repair works on the Goods (hereinafter the "**Repair Time Record**"). The Repair Time Record will be then presented to the Customer for approval.
- (g) The Service Contract specifies that the price of the actual repair will be paid to the Supplier by the Customer on the basis of an invoice issued by the Supplier according to the Repair Time Record approved by the Customer. Provisions of the paragraphs 4.2 to 4.6 of these Terms of Trade are valid and effective in case of invoicing the price of the repair as well as invoicing the price of a new part as mentioned under section (e) of this paragraph 6.4.1. In order to exclude and avoid any doubts we hereby declare that the Supplier is not authorized to charge the Customer any time spent by travelling to and from the place of repair as well as time of any breaks and pauses during the actual repairs.

6.4.2 In case the Service Contract would not be closed within twenty (20) Business Days from the day of delivery of the written request sent by the Customer to the Supplier on closing the

Service Contract under conditions listed in paragraph 6.4.1 of these Terms of Trade, the Supplier obliges to provide the Customer with after-warranty service from the next day after the day of expiration of the Warranty Period (hereinafter the “**Commencement of Servicing**”). The conditions of the after-warranty service are as follows:

- (a) The price of the after-warranty service per one (1) hour of work does not exceed the amount agreed in paragraph 2.4 of the Contract. In order to exclude and avoid any doubts we hereby declare that this price includes all costs of the Supplier in connection with repairing the Goods, especially the costs of transport to and from the place of repair of the Goods, costs of any eventual transport and warehousing of the Goods in connection with the actual repair of the Goods, costs of accommodation and food for the Supplier in the place of repair of the Goods, costs of any and all telecommunication services of the Supplier and costs of transport of new parts of the Goods to the Customer .
- (b) The Supplier is obliged to provide the Customer with the after-warranty service at least within the period specified in the paragraph 2.4 of the Contract.
- (c) The way of fixing the faults of the Goods is specified in these Terms of Trade in paragraphs 6.3.2, 6.3.3 and 6.3.4. When fixing the faults, the Supplier is obliged to work effectively and fix the fault of the Goods within the shortest time possible.
- (d) In case of necessity to replace any part of the Goods during the repair, the Supplier is obliged to inform the Customer about the necessary replacement of the relevant part and replace the part only upon the Customer’s approval. The price of the part must be approved in advance by the Customer. New parts will be invoiced by the Supplier separately. The Supplier is obliged to offer the individual parts to the Customer for the best price available in the market in the Czech Republic. As mentioned above, only the approved price can be invoiced. The Supplier obliges to provide warranty on the individual new parts within the extent and conditions similar to the warranty specified in paragraphs 6.1, 6.2 and 6.3 of these Terms of Trade.
- (e) On the process of the repairs a Repair Time Record must be created by the Supplier. The Repair Time Record will be then presented to the Customer for approval.
- (f) The price of the actual repair will be paid to the Supplier by the Customer on the basis of an invoice issued by the Supplier according to the Repair Time Record approved by the Customer. Provisions of the paragraphs 4.2 to 4.6 of these Terms of Trade are valid and effective in case of invoicing the price of the repair as well as invoicing the price of a new part as mentioned under section (d) of this paragraph 6.4.2. In order to exclude and avoid any doubts we hereby declare that the Supplier is not authorized to charge the Customer any time spent by travelling to and from the place of repair as well as time of any breaks and pauses during the actual repairs.

- 6.5 Spare Parts. After the expiration of the Warranty Period, the Supplier is obliged to supply the Customer with spare parts for the Goods at least within the period specified in paragraph 2.5 of the Contract for the best available prices, which will correspond to the best available prices of the relevant spare parts at the given time on the territory of the Czech Republic. The spare parts must be delivered to the Customer by the Supplier no later than within the term reserved for correction of the Defined Faults as specified in the first sentence of the paragraph 6.3.4 of these Terms of Trade.

Article VII. COMPENSATION FOR DAMAGE, FORCE MAJEURE, SETTING OFF, PERIOD OF LIMITATION

- 7.1 Damages. The Supplier is obliged to indemnify the Customer for any damage suffered by the Customer as a result of a breach of an of the Supplier’s obligations defined in the Contract and these Terms of Trade.
- 7.2 Force majeure.
- 7.2.1 Neither of the Contractual Parties will be deemed in default with performance of their obligations arising from the Contract including these Terms of Trade due to the existence of any force majeure circumstances if these circumstances prevent or significantly influence performance of the obligations arising from the Contract for this Contractual Party. The previous sentence of this paragraph 7.2.1 only applies during the existence of the relevant force majeure conditions or their consequences and applies exclusively to the obligation or obligations of the relevant Contractual Party directly or immediately influenced by the applicable force majeure circumstance.
 - 7.2.2 Events which the relevant Contractual Party could not have foreseen at the time of concluding the Contract and which objectively prevent the Contractual Party from fulfilment of their

contractual obligations arising from the Contract are considered force majeure circumstances. In particular wars, embargos, interventions by states or governments, acts of terror, natural disasters and strikes of the Customer's employees are considered force majeure events. To avoid any doubts, the parties hereby state that the following circumstances are not considered force majeure circumstances: any delay in performance of obligations of any of the Supplier's suppliers or contractual partners in respect of the Supplier, strike of the Customer's employees or employees of the Customer's suppliers and contractual partners, insolvency, excessive indebtedness, bankruptcy, settlement, liquidation or any other similar event concerning the Supplier or any of the Supplier's suppliers or contractual partners, and execution of the Supplier's assets or assets of any of the Supplier's suppliers or contractual partners.

- 7.2.3 If any of the force majeure circumstances described in paragraph 7.2.2 of these Terms of Trade occurs, the Contractual Party subject to the relevant force majeure event will take all reasonable steps for restoring regular activities in accordance with the Contract and these Terms of Trade as promptly as possible in view of the circumstances that caused the relevant force majeure event. The Contractual Parties undertake to inform the other Contractual Party about the occurrence of a force majeure event without any undue delay as soon as this communication is objectively possible.
- 7.2.4 If a force majeure event last longer than ten (10) Business Days, the Contractual Parties undertake to make all reasonable effort in mutual negotiation and seek an appropriate solution for the given situation.
- 7.3 Setting off. The Supplier is authorised to set off unilaterally their receivables from the Customer after and before maturity exclusively with the Customer's prior written consent.
- 7.4 Period of limitation. The Supplier as the party in respect of which the rights of the Customer as the creditor under the Contract are barred by limitation hereby expressly declares in accordance with the provision of Section 630, Article 1 of the Civil Code that the period of limitation applicable to the creditor's rights arising from the Contract is extended to ten (10) years.

Article VIII. SANCTIONS

- 8.1 Contractual fine.
- 8.1.1 The Supplier is obliged to pay the Customer a contractual fine to the amounts specified below for the following breaches of the Supplier's obligations:
- (a) For breaching the Supplier's obligation under article II of these Terms of Trade in connection with paragraphs 3.1 and 3.2 of these Terms of Trade and for breaching obligations under paragraphs 6.3.2, 6.3.3 and 6.3.4 of these Terms of Trade a contractual fine to the amount specified in paragraph 5.1, letter (a) of the Contract,
 - (b) For a breach of the applicable operational, safety and other regulations valid in the Czech Republic or the Customer's internal operational, safety and other regulations on the Supplier's part during Installation of the Goods according to paragraph 3.3.2 of these Terms of Trade a contractual fine to the amount specified in paragraph 5.1, letter (b) of the Contract,
 - (c) For breaching the Supplier's obligation under paragraph 12.7 of these Terms of Trade, i.e. for breaching the rules concerning protection of Confidential Information, a contractual fine to the amount specified in paragraph 5.1, letter (c) of the Contract,
 - (d) For breaching the Supplier's obligation under paragraph 12.12 of these Terms of Trade, i.e. for breaching the prescribed EMS rules, a contractual fine to the amount specified in paragraph 5.1, letter (d) of the Contract, and
 - (e) For breaching the Supplier's obligation under paragraph 3.4.2 of these Terms of Trade a contractual fine to the amount specified in paragraph 5.1, letter (e) of the Contract.
- 8.1.2 The Customer's right to require payment of full compensation for the damage suffered by the Customer due to a breach of any of the contractual obligations subject to a contractual fine specified above in paragraph 8.1.1 of these Terms of Trade is not affected by payment of the relevant contractual fine.
- 8.2 Default interest. If the Customer is in default with the payment of the Customer Price according to an Invoice, the Customer undertakes to pay the Supplier default interest to the amount specified in paragraph 5.2 of the Contract.

Article IX.

DECLARATIONS OF THE CONTRACTUAL PARTIES

9.1 The Customer's declarations. The Customer hereby declares and confirms that:

- (a) the Customer is a duly incorporated and operating legal entity,
- (b) the Customer has obtained all approvals required for valid conclusion of the Contract according to the relevant legal regulations and the Customer's internal regulations, and
- (c) the Purchaser has duly and validly signed the Contract.

9.2 The Supplier's declarations. The Supplier hereby declares and confirms that:

- (a) the Supplier is a duly existing entity,
- (b) the Supplier has obtained all approvals (in the case of physical entities including the husband's or wife's consent, if required) required for valid conclusion of the Contract according to the relevant legal regulations and the Customer's internal regulations,
- (c) the Supplier has duly and validly signed the Contract,
- (d) the Supplier is the exclusive owner of the Goods at the Time of Acceptance,
- (e) the Supplier is authorised to freely dispose of the Goods and in particular is authorised to transfer the proprietary right to the Goods to the Customer according to the Contract,
- (f) the Supplier's right to freely dispose of the Goods and to transfer the proprietary right to the Goods is not limited or prohibited by any administrative judicial, arbitration or other similar decision,
- (g) the court has not instigated insolvency proceedings in accordance with Act No. 186/2006 Coll., as amended, in respect of the Supplier, did not declare the Supplier bankrupt in accordance with Act No. 186/2006 Coll., as amended, or did not decide on discontinuing bankruptcy proceedings as the debtor's funds are insufficient for satisfying the creditors in accordance with Act No. 186/2006 Coll., as amended, the Supplier has not filed an insolvency petition in accordance with Act No. 186/2006 Coll., as amended, the Supplier is not under liquidation, liquidation of the Supplier has not been instigated or the Supplier has not made any decisions leading to liquidation,
- (h) the Goods are free of any third party rights, in particular are not subject to any right of lien, right of retention or first option of any third party, and the Goods are free of any legal defects,
- (i) the Goods are free of any factual faults preventing their undisturbed and continuous use by the Customer, the Goods are fully functional, meet all requirements prescribed by the valid legal regulations and hygiene, health and technical standards applicable to these Goods, and include all certificates and approvals necessary for undisturbed use of the Goods,
- (j) the legal title/titles under which the Customer acquired the Goods is/are valid and effective,
- (k) the Goods are not subject to any judicial, execution or administrative proceedings,
- (l) the Customer's proprietary right to the Goods will not be challenged by any third party once the Customer has obtained this right,
- (m) the Supplier has taken out a liability insurance (applicable to damage caused to third parties including the Customer) with a renowned insurance company with insurance cover sufficient for compensation for potential damage suffered by the Customer due to the Supplier's breach of any of the provisions of the Contract, and
- (n) the Supplier has insured the Goods against all risks up to the Time of Acceptance with a renowned insurance company.

9.3 Repeated declarations. The Supplier declares and confirms that the declarations specified in paragraph 9.2 of these Terms of Trade are made as of the day of signing the Contract and are deemed repeated by the Supplier on every following day of the validity period of the Contract.

Article X. TERMINATION OF THE CONTRACT

10.1 The Customer's withdrawal from the Contract

- 10.1.1 The Customer has the right to withdraw from the Contract if the Supplier breaches any of the obligations or any of the declarations listed in article II and paragraphs 3.1, 3.2, 3.3, 3.4.2, 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 9.2 and 9.3 of these Terms of Trade and fails to correct this breach within five (5) Business Days of receiving a written notification of breach from the Customer.
- 10.1.2 The Customer also has the right to withdraw from the Contract if the Supplier is in default or otherwise breaches any obligation or liability arising for the Supplier from any other contract concluded with the Customer, unless the Supplier corrects this breach of any other contract within five (5) Business Days of receiving a written notification of breach of this other contract from the Customer. Alternatively, the Customer has the right to refuse its performance under the Contract in the cases described above.

- 10.2 The Supplier's withdrawal from the Contract. The Supplier has the right to withdraw from the Contract exclusively if the Customer is in default with payment of the Price according to an Invoice and fails to correct this breach within twenty (20) Business Days of receiving a written notification of breach from the Supplier. To avoid any doubts, the parties hereby state that the Supplier does not have the right to terminate the Contract unilaterally in any other manner than the manner specified in this paragraph 10.2 of these Terms of Trade. This is without prejudice to the provision of paragraph 10.4 of these Terms of Trade.
- 10.3 Particulars of withdrawal from the Contract and termination of the Contract as a result of withdrawal. Any withdrawal from the Contract must be made in writing and delivered to the other Contractual Party. In the case of withdrawal from the Contract, the Contract is terminated on the day of delivery of a written notice of termination to the other Contractual Party. When withdrawing from the Contract, the Contractual Parties are obliged to proceed in accordance with the provision of Section 351 of the Commercial Code.
- 10.4 Agreement. The Contractual Parties may agree on terminating the Contract. An agreement on terminating the Contract must be concluded in writing.
- 10.5 Surviving provision. The Contractual Parties have agreed that the provisions of paragraphs 7.1 and 8.1, article XII of these Terms of Trade remain valid and effective even after the Contract is terminated in any of the methods specified in the Contract, these Terms of Trade or the valid legal regulations.

Article XI. DEFINITION OF TERMS

- 11.1 The Contractual Parties have agreed that the defined terms listed below will have the following meaning:
- The "**Repair Time Record**" has the meaning described in paragraph 6.4.1, letter (f) of these Terms of Trade.
- The "**Commencement of Installation**" means the day on which the Supplier commences the Installation of the Goods in the Place of Delivery.
- "**VAT**" means value added tax in accordance with Act No. 235/2004 Coll., as amended.
- "**Confidential Information**" has the meaning described in the provision of paragraph 12.7 of these Terms of Trade.
- The "**EMS**" means the Environmental Management System according to ISO 14001.
- An "**Invoice**" means an accounting document issued by the Supplier for the purposes of Price payment by the Customer including all particulars specified in paragraph 4.3 of these Terms of Trade.
- "**Installation**" means in particular placing the Goods in the Place of Delivery, connecting the Goods to Utilities, putting the Goods into operation, and any other activities necessary for ensuring that the Goods are fully functional.
- The "**Price**" has the meaning described in the provision of paragraph 3.1 of the Contract.
- The "**Customer**" has the meaning described in the heading of the Contract.
- "**Utilities**" mean electricity, gas, water, air and any other energy supply.
- The "**Place of Delivery**" means the place designated for the Supplier's delivery of the Goods for the Customer, as specified in more detail in paragraph 4.2 of the Contract. This is without prejudice to the provision of paragraph 3.2 of these Terms of Trade.
- The "**Standards**" have the meaning described in the provision of paragraph 2.1 of these Terms of Trade.
- The "**Terms of Trade**" mean these Terms of Trade attached to the Contract on Provisions of Software.
- A "**Company**" has the meaning described in the provision of paragraph 12.12 of these Terms of Trade.
- The "**Civilommercial Code**" means Act No. 89/2012 Coll., Civil Code, as amended.

“**Correcting Faults**” has the meaning described in the provision of paragraph 6.3.3 of these Terms of Trade.

The “**Time of Acceptance**” means the day on which the Contractual Parties sign the Completion Certificate.

The “**CPC**” means Act No. 99/1963 Coll., civil procedure code, as amended.

The “**Commencement of Servicing**” has the meaning described in the provision of paragraph 6.4.2 of these Terms of Trade.

A “**Business Day**” means any calendar day, except for Saturdays, Sundays and public holidays in accordance with the valid legal regulations of the Czech Republic.

The “**Supplier**” has the meaning described in the heading of the Contract.

The “**Completion Certificate**” means a completion certificate on handing over the Goods from the Supplier to the Customer and on accepting the Goods by the Customer from the Supplier signed in accordance with the provision of paragraph 3.3.4 of these Terms of Trade.

A “**Claim**” means a course of action undertaken by the Customer and the Supplier’s obligations described in more detail in paragraph 6.3 of these Terms of Trade.

The “**Service Contract**” has the meaning described in the provision of paragraph 6.4 of these Terms of Trade.

“**Services related to the Delivery**” mean services specified in paragraph 2.3 of the Contract in combination with paragraph 2.4 of the Terms of Trade.

The “**Contract**” means the Contract of Purchase concluded between the Supplier and the Customer and including these Terms of Trade as an integral part thereof.

A “**Contractual Party**” means the Customer or the Supplier.

The “**Contractual Parties**” mean the Customer and the Supplier jointly.

The “**Delivery Date**” means the day specified in paragraph 4.1 of the Contract, on which the Supplier is obliged to hand over the Goods meeting all requirements in accordance with article II of these Terms of Trade and the specification according to paragraph 2.1 of the Contract to the Customer . This is without prejudice to the provision of paragraph 3.1 of these Terms of Trade.

“**Definition of Faults**” has the meaning described in paragraph 6.3.1 of these Terms of Trade.

The “**Act on Public Procurement**” means Act No. 137/2006 Coll., on public procurement, as amended.

The “**Warranty Period**” has the meaning described in paragraph 6.2 of these Terms of Trade.

The “**Goods**” have the meaning described in the provision of paragraph 2.1 of the Contract.

- 11.2 The rights, obligations and liabilities according to the Contract and the Terms of Trade. The Customer’s or the Supplier’s rights, obligations and liabilities under the Contract also mean the Customer’s or the Supplier’s rights, obligations and liabilities under these Terms of Trade and vice versa.

Article XII. FINAL PROVISIONS

- 12.1 Validity and effectiveness of the Terms of Trade. These Terms of Trade will become valid as of the day of their approval and signing by the Managing Director and as an integral part of the Contract will become effective with regard to the Contractual Parties to the extent specified in the Contract and on the effective date of the Contract.
- 12.2 Validity period of the Terms of Trade. These Terms of Trade will remain valid with regard to the Contractual Parties to the extent according to the subject of the Contract throughout the validity period of the Contract. In the case of termination of the Contract, these Terms of Trade will cease to be valid as of the day of terminating the Contract.

- 12.3 Modification of the Contract. The Contract may only be modified and supplemented by written numbered amendments signed by both Contractual Parties.
- 12.4 Disputes. Any disputes arising from the Contract including these Terms of Trade or in connection with the Contract including these Terms of Trade will be submitted for a decision to the Customer's ordinary court in accordance with the provision of Section 89a of the Civil Procedure Code.
- 12.5 Governing law. The Contract and these Terms of Trade are governed by Czech law, in particular the Civil Code, excluding conflict rules, in which case the UN Convention on Contracts for the International Sale of Goods, as amended (Notice No. 160/1991 Coll.), or the Convention on the Limitation Period in the International Sale of Goods, as amended (Notice No. 123/1988 Coll.) or any other conventions regulating contracts for the international sale or limitation period applicable to claims arising from these contracts will not be applied.
- 12.6 Language versions of the Terms of Trade. These Terms of Trade are made in Czech language.
- 12.7 Confidential character of the Contract and the Terms of Trade. Each of the Contractual Parties independently undertakes not to provide any information relating to the Contract including these Terms of Trade or any information exchanged between the Contractual Parties in connection with performance under the Contract (hereinafter only as "**Confidential Information**") to any third party without obtaining a prior written approval of the other Contractual Party. This obligation to maintain secrecy does not apply to providing Confidential Information to persons providing legal or other consultancy to either of the Contractual Parties or to providing Confidential Information to statutory bodies, the Supervisory Board and employees of either of the Contractual Parties (hereinafter only as "**Authorised Persons**"). Authorised persons who have received Confidential Information from the Supplier are obliged to maintain secrecy to the same extent as the Supplier. If any authorised person breaches the obligation to maintain secrecy with regard to Confidential Information, the Supplier will be responsible for this breach as if this breach were committed directly by the Supplier. The obligation to maintain secrecy according to paragraph 12.7 of these Terms of Trade does not apply in those cases where disclosure of Confidential Information is required in accordance with valid legal regulations or any judicial or administrative decisions.
- 12.8 Severability clause. If any of the provisions of the Contract or these Terms of Trade becomes invalid, ineffective or unenforceable, this will be without prejudice to the validity and enforceability of the remaining provisions of the Contract and these Terms of Trade. The Contractual Parties undertake to replace the invalid, ineffective or unenforceable provision with a valid, enforceable and effective provision with contents and meaning best matching the original provision that has become invalid, ineffective or unenforceable.
- 12.9 Headings. The headings of individual articles and paragraphs of the Contract and these Terms of Trade are included for reference only and will not be taken into account when interpreting the Contract and these Terms of Trade.
- 12.10 Relationship between the Contract and attachments thereto. Should any conflict between the text of the Contract and any attachment thereto arise, the text of the Contract takes precedence.
- 12.11 Delivery of communications.
- 12.11.1 Any communications relating to issues referred to in paragraphs 3.1, 3.2, 3.3, 3.4.1, 3.4.2, 4.4, 4.6 and 6.3 of these Terms of Trade must be in writing and must be delivered in person or by a courier or registered mail, unless the text of the Contract or these Terms of Trade stipulates compulsory delivery by fax or e-mail; in addition, communications will be delivered by fax or e-mail:
- (a) In the case of the Customer to the address specified in paragraph 6.1 of the Contract; and
 - (b) In the case of the Supplier to the address specified in paragraph 6.2 of the Contract.
- 12.11.2 Any communications relating to any issues concerning this Contract and these Terms of Trade other than those listed in paragraph 12.11.1 of these Terms of Trade must be in writing and must be delivered in person or by a courier or registered mail, unless the text of the Contract or these Terms of Trade stipulates compulsory delivery by fax or e-mail; in addition, communications will be delivered by fax or e-mail:
- (a) In the case of the Customer to the address specified in paragraph 6.3 of the Contract; and
 - (b) In the case of the Supplier to the address specified in paragraph 6.4 of the Contract.

12.11.3 Unless the Contract or these Terms of Trade stipulate otherwise, any communications concerning the Contract or these Terms of Trade will be considered delivered to the other Contractual Party:

- (a) In the case of registered mail on the fifth (5th) Business Day after the day on which the relevant consignment was posted in a correctly addressed envelope with postage paid;
- (b) In the case of fax, as soon as the sender's fax machine prints out a confirmation of successful transfer of the communication to the correctly entered fax number of the other Contractual Party; and
- (c) In the case of e-mail as soon as the relevant e-mail message is sent to the correctly entered e-mail address of the other Contractual Party.

12.12 Instructions concerning the EMS. The Supplier is obliged to refrain from any activities that would cause any direct or indirect damage or jeopardize individual components of the environment (such as soil, rocks, water, air, climate, landscape, ecosystems) as a part of preventing pollution and damage to the environment and as a part of the Customer's implementation of the EMS at the Praha – Ruzyně international civil airport and is obliged to observe all instructions issued by the Customer in connection to implementation of the EMS. Contact details of the EMS representative at the Prague airport are specified in article 6.5 of the Contract.

Appendix C: Tender Price

	1 piece price in EUR excl.VAT	Total price in EUR excl. VAT / 150 pieces
UCTA077PF MEDIABOX FIDS FANLESS	890	133500
LICE006PF LICENCE WINIDM AEROPORT	100	15000
TOTAL:	990	148 500