

Business Terms and Conditions of Letiště Praha, a. s.

effective from 1 September 2020

Preamble

A. A contract is concluded between the Parties at the moment of the acceptance of an order by the Contractor. These Business Terms and Conditions form part of every such contract. These Business Terms and Conditions are only and exclusively applicable for the purpose of orders. The use of any other business terms and conditions of the Customer, Contractor or any third party is hereby expressly precluded. All other business terms and conditions shall be disregarded.

I Performance

- 1.1 Performance. By the agreement of the Parties, the subject matter of the obligation is specified in each order (hereinafter the “**Performance**”).
- 1.2. Ownership and risk of damage. The ownership right and the risk of damage to the Performance shall pass to the Customer at the moment of its acceptance by the Customer by way of a report.
- 1.3 Performance properties. The Contractor undertakes to deliver the Performance to the Customer in the quantity, type and specification agreed to in the order and it shall be free from any and all defects and third-party rights. If the subject of the order is a Purchase, the Contractor is obliged to deliver the Performance new, unused, undamaged, fully functional, in the highest quality provided by its manufacturer, together with all licences and rights necessary for its proper and undisturbed use by the Customer. If the subject of the Performance is the Purchase of Goods, which includes packaging, the Contractor undertakes to inform the Customer about the means of ensuring the return and use of waste from packaging. If the subject of Performance is the Provision of a Service from which waste is generated, the Contractor shall be considered the originator of such waste, unless expressly specified otherwise in the order.
- 1.4 Intellectual property rights. The Contractor assures the Customer that the use and acceptance of the Performance shall not interfere with the rights of any third parties to copyright, trademark, patent, utility model, industrial design, invention, biotechnological invention, semiconductor product topography, business name, designation of origin or geographical indication, trade secret, know-how, improvement proposal or goodwill.

II Order acceptance

- 2.1 The acceptance of an order comes into effect at the moment of a delivery of the signed order via e-mail in scanned format to the Customer’s contact data specified in the order. The Contractor undertakes to deliver signed order via e-mail in scanned format to the Customer’s contact data specified in the order, within 24 hours of delivery of the order to the Contractor.
- 2.2 Partial acceptance. The Contractor is not authorised to accept any order with any supplements or objections; such acceptance shall be considered a rejection of the order. The provision of Section 1740(3), first sentence of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”) shall not apply.

III Delivery Date, Acceptance of Performance

- 3.1 Delivery date. The Contractor undertakes to deliver the Performance by the date specified in the order (hereinafter “**Delivery Date**”).
- 3.2 Acceptance of Performance. The Contractor is obliged to deliver the Performance to the place of Delivery pursuant to the order within the agreed-to time of the Delivery Date in high quality and with all documents relating to the Performance and to enable the Customer to inspect the Performance and, if necessary, to verify its functionality. After the Customer inspects the Performance or verifies its functionality, the Parties shall prepare a handover report.
- 3.3 Refusal to accept. The Customer is not obliged to accept the Performance if, in its assessment, it discovers any defects. If the Customer refuses to accept the Performance for the above reason, the Contractor is obliged to provide the Customer with a new Performance that fully complies with the specifications contained in the order within no later than five (5) calendar days, which period starts to run on the day following the Delivery Date. The provisions of Art. 3.2 of these Business Terms and Conditions shall apply *mutatis mutandis* in this case.

IV Price, Maturity, Invoicing

- 4.1 Price. The Price specified in the order includes all costs incurred by the Contractor related to the provision of the Performance (particularly the costs of transportation and installation, if it is the subject of the Performance). VAT in the amount according to the applicable legal regulations as of the date of taxable supply shall be added to the Price.
- 4.2 Method of payment of the Price. The Price is payable to the Contractor’s bank account on the basis of an invoice issued by the Contractor. The Price is payable in the currency in which it was agreed.
- 4.3 If, in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, the Contractor (i) is identified by a decision of the tax administrator as an unreliable payer; or (ii) requires payment for the taxable supply provided pursuant to the order and these Business Terms and Conditions to a bank account which is not published by the tax administrator as enabling remote access, or to a bank account kept with a payment services provider outside of the Czech Republic; the Customer is authorised to pay only the Price for Performance excluding VAT to the Contractor’s bank account. The Customer shall be entitled to pay VAT, if it is charged and if it forms part of the payment by the Customer, directly to the account of the relevant tax administrator. In such a case, the VAT amount is not regarded as an unpaid obligation vis-à-vis the Contractor; the Contractor is thus not entitled to claim any VAT supplementary payment nor to apply any default interest. The Customer is obliged to inform the Contractor about this course of action no later than on the date of the payment of the Price.
- 4.4 Requirements of each invoice. Each invoice must meet all the requirements of a tax document within the meaning of the relevant legal regulations applicable within the territory of the Czech Republic, and it must contain factually correct and sufficiently detailed information in relation to the Performance provided and the order number. One (1) counterpart of the handover report signed by the Customer must be attached to the invoice as its annex. The Parties agree that the invoices issued based on orders and these Business Terms and Conditions may be either hardcopy or electronic form in PDF format (an invoice is in electronic form if it was issued and received electronically), and both Parties hereby expressly consent to the use of invoices in electronic form.
- 4.5 Invoicing procedure. An invoice may be issued no earlier than on the day when the Customer signs the handover report. The Contractor is obliged to deliver the Invoice to the invoicing address as specified in the order. The Customer is entitled to return the invoice to the Contractor if it does not meet requirements pursuant to Art. 4.4 of these Business Terms and Conditions. In such a case, the Contractor is obliged to deliver a new invoice to the Customer without delay, and this revised invoice shall meet all the requirements pursuant to Art. 4.4 of these Business Terms and Conditions. Upon delivery of the new, correctly issued invoice, a new maturity period shall start to run.

4.6 Invoice maturity. Each invoice is payable within thirty (30) calendar days from the date of delivery of a correctly-issued invoice to the Customer's invoicing address. An invoice is considered paid the moment of the debiting of the respective amount from the Customer's account. If the due date falls on a Saturday, Sunday, day off or a non-working day within the meaning of the valid and effective legal regulations of the Czech Republic or on 31 December or on a day which is not a working day pursuant to the valid version of the Payment System Act, the due date shall be postponed to the nearest following working day.

V. Warranty, Complaints

5.1 Warranty. The Contractor hereby assures the Customer that the Performance shall have the properties agreed to in Arts. 1.3 and 1.4 of these Business Terms and Conditions for a period of two (2) years from handover to the Customer (unless the order specifies a different deadline). The Warranty Period shall start to run on the day when the Performance is handed to the Customer over by way of a report.

5.2 Complaints. The Customer is obliged to inform the Contractor about any defect in the Performance which occurs during the Guarantee Period immediately after it has been detected (hereinafter "**Notice of Defect**"). The Notice of Defect must be sent to the Contractor in writing by registered post to its registered office address or by a data message or via e-mail to the Contractor's contact data. The Contractor is obliged to confirm receipt of a Notice of Defect within one (1) working day from the date of delivery of the Notice of Defect and to start removing the notified Defect within two (2) working days from the date of delivery of the Notice of Defect. The Contractor undertakes to remove the notified defect within five (5) working days from the date of delivery of the Notice of Defect. Removal of a notified defect means in particular a repair leading to the full, perfect functionality of the Performance, or the delivery of a new Performance free from defects, as well as the removal of a legal defect.

VI Contractual Penalties and Late Payment Interest

6.1 Contractual penalties. The Customer is claim to demand from the Contractor:

6.1.1 for a breach of the obligation to deliver the Performance by the Delivery Date, a contractual penalty in the amount of 0.3% of the Price for each day of default or any part thereof, or

6.1.2 for a breach of the obligation to deliver the Performance after refusal of its acceptance by the Customer within the time frame pursuant to Art. 3.3 of these Business Terms and Conditions, a contractual penalty in the amount of 0.3% of the Price for each day of default or any part thereof, or

6.1.3 for a breach of the obligation to remove a notified defect within the time frame pursuant to Art. 5.2 of these Business Terms and Conditions, a contractual penalty in the amount of 0.3% of the Price for each day of default or any part thereof.

6.2 Late payment interest. In case of any delay with the payment of an invoice, the Contractor is entitled to claim from the Customer default interest in the amount of 0.02% of the amount due for each day of default or any part thereof.

6.3 Maturity of a contractual penalty and late payment interest. Contractual penalties and late payment interest are payable within fifteen (15) calendar days from the date of delivery of a written request for payment to the obligated Party.

6.4 The relationship between contractual penalties and damages. Neither the assertion of a claim for the payment of a contractual penalty, nor its payment shall affect the right to request damages in the full amount. If the Contractor causes non-material damage to the Customer, he is obliged to redress it.

VII Other Provisions

7.1 Withdrawal from a Contract. Either Party is entitled to withdraw from a Contract if the other Party substantially breaches its contractual obligations. A substantial breach means:

7.1.1. the Performance does not have the properties specified in the order or in Art. 1.3 or Art. 1.4 of these Business Terms and Conditions and this breach is not rectified even within an additional period of seven (7) calendar days from the date when the Customer refuses to accept the Performance pursuant to Art. 3.3 of these Business Terms and Conditions, or

7.1.2. the Contractor does not deliver the Performance to the Customer within five (5) calendar days after the agreed-to Delivery Date, or

7.1.3. the Customer is in default with the payment of the Price exceeding thirty (30) calendar days from the maturity date.

The manifestation of the will to withdraw from a Contract must be made in writing and delivered to the other Party. The withdrawal shall take effect upon delivery of the notice of withdrawal to the other Party.

7.2 The Contractor's rights that arise under this Contract may not be assigned, set off or pledged without the Customer's prior written consent. The Customer is entitled to set off any of its receivables due from the Contractor under this Contract or that arise in connection with this Contract by unilateral declaration; this also applies to uncertain receivables.

7.3 Change of circumstances. The Contractor hereby assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

7.4 Contracts concluded using standard forms. With respect to the conclusion of a contract between enterprises as a part of their business activities, the Parties have agreed, in accordance with Section 1801 of the Civil Code, that the provisions of Section 1799 and Section 1800 of the Civil Code on the conclusion of standard form contracts shall not apply to this Contract.

7.5 This Contract shall be governed by the laws of the Czech Republic. Any rights and obligations of the Parties, which are not expressly regulated by this Contract, shall be governed, depending on the subject of the Performance, by the relevant provisions of the Civil Code. The Parties hereby agree on the territorial jurisdiction of the Customer's ordinary court pursuant to Section 89a of the Act No. 99/1963 Coll., the Code of Civil Procedure, as amended.

7.6 For the avoidance of doubt, the Parties expressly confirm that they are entrepreneurs within the meaning of the Civil Code and are entering into this Contract in the course of their business activities, and that the provisions of Section 1793 of the Civil Code (lesion) and Section 1796 of the Civil Code (usury) shall therefore not apply to this Contract. The Contractor further declares that it is not a weaker party and that the Customer has not misused its quality as an expert or its economic position to create or use the Contractor's dependence to achieve a clear and unjustified imbalance in the Parties' mutual rights and obligations.

7.7 The Customer has informed the Contractor about all factual and legal circumstances about which it knew or should have known at the date of signature of the Contract and which are relevant in relation to the conclusion of this Contract. The Customer shall have no other obligations in connection with any facts that become apparent and in respect of which it did not provide the Contractor with information during the negotiations on the Contract.

7.8 The Customer points out to the Contractor and the Contractor acknowledges that the Customer is a person as specified in Section 2(1)(n) of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the register of contracts (The Act on the Register of Contracts), as amended.

7.9 The Contractor is obliged to refrain from engaging in any activities which could directly or indirectly cause damage to or threaten individual elements of the environment within the Prague airport/Ruzyně area and facilities.

7.10 In the case of the supply of chemical substances and mixtures, the Contractor undertakes to send the Customer the relevant Safety Data Sheet (and where applicable also an exposure protocol) in the Czech language for each item of the subject of Performance for which it is required pursuant to the valid legislation. The said documents shall be sent electronically to the following address: zpr.mailbox@prg.aero when the given item is ordered for the first time, no later than on the day of delivery and subsequently always when an updated version to an already sent Safety Data Sheet is issued. The delivery of Goods is not complete without the handover of its relevant Safety Data Sheet.

7.11 In the case of supplies of chemical substances and mixtures, the Contractor undertakes to ensure that these Goods are labelled in the Czech language and comply with the requirements of the applicable legislation and with the information contained in the Safety Data Sheet.

7.12 The Contractor undertakes that the delivered Goods shall not contain any substances which are prohibited or the use of which is subject to authorization under the applicable legislation.