

General Terms and Conditions of the Agreement on the Conditions of Access to the Airport Infrastructure and the Use of Airside by Service Providers at the Airport

Article 1.

Introductory provisions

- 1.1. **The Airport Operator** of the M. R. Štefánik Airport – Airport Bratislava, a.s. (BTS) (hereinafter referred to as the “**Airport Operator**”) is a commercial airport company, established in accordance with Act No. 136/2004 Coll. on Airport Companies, as amended, and the holder of the license issued by the Transport Authority of the Slovak Republic, No. SK: 08410/2022/RLET – 0003/10830 on 09.03.2022, for operating a public international airport, as well as the largest ground handling service provider at the Airport.
- 1.2. **The Airport Operator** as the managing body, means the entity which is authorised, in conjunction with or without other activities, as the case may be, under national laws, other legal instruments or agreements, to operate the Airport infrastructure and the obligation to coordinate and ensure compliance of the operational safety procedures of individual entities conducting activities at the Airport with the requirements of Regulation (EU) 2018/1139 of the European Parliament and of the Council and its relevant implementing rules and the requirements set out in the Airport Operations Manual. With reference to the provisions of Act No. 143/1998 Coll. on Civil Aviation, as amended (hereinafter referred to as the “**Aviation Act**”), the Airport Operator shall ensure the protection of passengers, baggage, mail, freight, aircraft and their crews, airports and aviation fuel facilities from acts of unlawful interference as defined in the Aviation Act.
- 1.3. **The Airport** means the M. R. Štefánik Airport located in Bratislava.
- 1.4. **The Airport User** means a legal or natural person who, upon meeting the requirements of general binding legal regulations of the Slovak Republic, as well as the requirements set out by the Transport Authority (or other relevant authority) and by the Airport Operator, is entitled to use the Airport infrastructure for the purposes of business, performing activities or providing services related to aviation activities. In these GTC the Airport User is hereinafter referred to as the “**Service Provider**”.
- 1.5. Due to the nature of its activities and

associated permits, the **Service Provider** is interested in access to the Airport infrastructure, specifically to the Airport’s apron area.

- 1.6. **The Airport Operator** shall provide access to the Airport infrastructure for a reasonable fee.
- 1.7. **The Airport Operator** is responsible for aviation safety at the Airport in accordance with the Aviation Act and for this purpose it coordinates activities of all natural and legal persons involved in the Airport operation and use.
- 1.8. **Every person staying at a public airport** is obliged, with reference to the provisions of the Aviation Act, to follow instructions of the Airport Operator, or a person authorised thereby, to ensure security and public order.

Article 2.

Definitions

Security Restricted Area – (hereinafter referred to as “**SRA**”) – referring to Regulation (EC) No 300/2008 as amended, means that area of airside where, in addition to restricted access, other aviation security standards are applied. The border of SRA at the Airport is permanently defined by a clearly identifiable boundary, physically protected and supervised by aviation security personnel.

Airside – means the part of the Airport’ SRA intended for take-offs and landings of aircraft, ground movement of aircraft, positioning of aircraft for onboarding and offboarding of passengers, loading and unloading of cargo and mail, refuelling, parking or treatment of aircraft, and controlled operation of vehicles and ground machinery (the airside consists of the apron, operating area and the inner area of the airport enclosed by a fence). Movement of persons and vehicles in this area is subject to having an Airport ID card with granted access or an entry permit with a valid driver's licence.

Airport Infrastructure – means the infrastructure and facilities for the provision of airport services by the Airport to airlines and various Service Providers, including runways, terminals, aprons, taxiways, centralized ground handling infrastructure and other facilities that directly support airport services, other than infrastructure and facilities that are primarily necessary for the conduct of non-aviation activities.

Movement area – means the part of the Airport intended for take-off, landing and taxiing of aircraft, which includes the operating area and the apron.

Entry regime – means a system of measures, policies, procedures and administrative actions to implement the process of requesting, approving and issuing permits for the entry of persons, the entry and parking of vehicles and other actions necessary to protect the non-public area.

Mobile equipment – means motor vehicles, special vehicles, including motorised trolleys and special equipment for aircraft handling and other special machinery.

Vehicle – equipment used by the Service Provider to provide operational and service activities within the Airport area.

Designated Services – means services defined in the relevant Article of the Agreement, which are approved by the Airport Operator to be provided at the Airport.

Agreement – means the Agreement on the Conditions of Access to and Use of Airside by Airport Service Providers, of which these General Terms and Conditions of Access to and Use of the Airside by Airport Service Providers at the Airport are an integral part (hereinafter referred to as “**GTC**”), regardless of the fact that they are not firmly connected to it.

Article 3.

Subject of the Agreement

The subject of the Agreement is to establish the terms and conditions of access to the Airport infrastructure, or a specifically designated part thereof, and to establish the terms and conditions for the performance of Designated Services at the Airport (i.e. services approved by the Airport Operator) by the Service Provider.

Article 4.

Terms and conditions for the performance of Designated Services

4.1. The Service Provider commits to the following:

- (i) it will fully respect and comply with the Airport Operator's instructions, in particular the conditions of Airport Operator's entry of persons/vehicles and/or mobile equipment to SRA, the Airport Operator's contingency plan, airside security management, and also pay all fees related to entry of persons/vehicles and charges for the use of the airside in a proper and timely manner.
- (ii) it will perform the **Designated Services** to the extent and subject to the terms and conditions set out in the permit

issued by the Transport Authority or other relevant authority and in line with the terms and conditions set out in the Agreement (including these GTCs);

- (iii) in any use of the Airport infrastructure, it will comply with all internal regulations and instructions of the Airport Operator relating to the performance of the Designated Services, which the Service Provider became familiar with upon signing the Agreement and attested the knowledge thereof by signing the Agreement, as well as those which the Service Provider becomes familiar with during the term of the Agreement based on a notification of the Airport Operator delivered electronically to the email address specified in the Agreement (hereinafter referred to as “**Internal Documents**”);
- (iv) it will demonstrably familiarise subordinate personnel with the Internal Documents of the Airport Operator within two weeks of signing the Agreement, but not later than before starting to conduct its activities at the Airport;
- (v) in the event of a violation of the provisions of the Internal Documents or Instructions, or in the event of an incident affecting the safety of operations at the Airport, the Service Provider will inform the Airport Operator, without undue delay – in writing or electronically to the email address safety@bts.aero or occ@bts.aero;
- (vi) the Service Provider and/or its personnel who have been granted permission by the Airport Operator to enter and/or drive vehicles and/or mobile equipment on the airside will comply with the provisions of the Airport Operator's Internal Documents and/or instructions;
- (vii) in the event of a violation of the Internal Regulations by the Service Provider, the Airport Operator is entitled to withdraw from this Agreement immediately (Article 8, paragraph 8.4 (ii) hereof);
- (viii) any extension of the provision of services beyond those approved by the Airport Operator and having the status of Designated Services (hereinafter referred to as “**Extension of Designated Services**”) must be approved by the Airport Operator by means of an amendment to the Agreement; the Service Provider is not entitled to

commence the provision of such services before the Extension of Designated Services has been approved by the Airport Operator;

- (ix) it will notify the Airport Operator of any change in the ownership structure, which, as defined in Article 2 of Government Regulation No. 641/2005 Coll. on access to the market for passenger and cargo handling services and aircraft ground handling, is a prerequisite for the performance of self-handling also for another carrier, where such notification shall be within 10 (ten) days after the change of property rights has been registered in the commercial register or other official records (e.g. Central Securities Depository), and if it is a certificated security, within the same period after the transfer of the rights under the certificated security has taken place or after the Service Provider has become aware of the change. In the event of delay in complying with this obligation, the Airport Operator may apply a contractual penalty of EUR 50 per day, up to the maximum of EUR 3,300 in each individual case. This is without prejudice to the right to damages, even to the extent exceeding the amount of the contractual penalty.

- 4.2.** The Airport Operator, which is responsible for the safety and security of air operations under the Aviation Act, reserves the right to audit and monitor the Service Provider during the term of the Agreement in order to ensure the required level of operational safety and security and compliance of the Service Provider's operations, management system and training with the mandatory provisions of Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 April 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending other Regulations of the European Parliament and of the Council (EC) and its implementing rules, and Commission Regulation (EU) No 139/2014 of 12 February 2014 laying down requirements and administrative procedures relating to aerodromes pursuant to Regulation (EC) No 219/2008 of the European Parliament and of the Council, as well as the assessment of the level of compliance to the requirements set out in the Airport Operations Manual of the Airport Operator. The Service Provider shall provide full cooperation to the Airport Operator for this purpose. In the event that

the Service Provider, in the performance of its activities, fails to comply with general binding legal regulations, relevant provisions of the Airport Operations Manual and the internal documents with which it has been demonstrably familiarised, or fails to fulfil the obligations arising therefrom, including the obligation to pay fees for the provision of access to and use of the airport infrastructure in a proper and timely manner, the Airport Operator shall be entitled, in order to ensure the operational safety of the Airport, with immediate effect to:

- withdraw the authorisation to accompany persons in SRA
- remove the airport user identification card; or
- block the access to the Airport area.

- 4.3.** The Airport Operator reserves the right, prior to the Service Provider commences its activities at the Airport and intends to bring in /enter with and place its vehicles and/or mobile equipment at the SRA, to conduct an external audit of the Service Provider to check the state and implementation of a maintenance system of the said machinery. If the vehicles and/or mobile equipment or the maintenance system thereof, due to any deficiencies, could seriously endanger human health and life, property or operational safety, the Airport Operator shall have the right not to allow such vehicles and/or mobile equipment in the airside area until the Service Provider has demonstrated that the deficiencies and/or findings in relation to its machinery and/or the maintenance system thereof have been rectified. The Airport Operator reserves the right to verify the Service Provider's declared rectification of deficiencies and/or findings with the Service Provider before allowing the Service Provider's vehicles and/or mobile equipment to enter and drive in the airside area of the Airport.

In the event of deficiencies and/or findings preventing the Service Provider's mechanisms from accessing the airside area, the Airport Operator shall send an "Audit Report" to the Service Provider describing the deficiencies and/or findings as well as a proposed timeline for their rectification. The timeline shall be defined by the Airport Operator in accordance with the quality management system in place, taking into account the severity of the deficiency and/or finding. The Service Provider shall provide full cooperation to the Airport Operator for this purpose.

Article 5.

Fees for access to airport infrastructure and the use of Airside and payment terms

- 5.1** In addition to charging a fee for the issuance of permits for the entry of persons and vehicles to the restricted areas of the Airport in accordance with the Price List of Permits for Entry of Persons and/or Entry, Parking of Vehicles published on the Airport's website: www.bts.aero, the Airport Operator shall also be entitled to charge a fee for access to the Airport infrastructure and use of the Airside. The fees are published in the Price List of fees for Access to Airport Infrastructure and Use of the Airside (hereinafter referred to as the 'Airside Price List') on the Airport's website: www.bts.aero.
- 5.2** The Airport Operator reserves the right to amend the Airside Price List.
- 5.3** The Airside Price List shall enter into force on the date of its publication on the Airport Operator's website and shall come into effect on the date specified therein; this is without prejudice to the provision of paragraph 5.4 hereof.
- 5.4** The Airport Operator shall notify the Service Provider in the event of amending and publishing a new version of the Airside Price List at least 30 (thirty) days prior to its entry into force (hereinafter referred to as the "Notification Period"), electronically to the email address specified in the relevant article of the Agreement. In the event of a failure to comply with the Notification Period, the new amended version of the Airside Price List shall not take effect before 30 (thirty) days of the Airport Operator's notification period has passed.
- 5.5** The Service Provider shall be bound by the Airside Price List as of its effective date. In case of disagreement with the fees, the Service Provider shall be entitled to withdraw from the Agreement immediately on the grounds of disagreement with the Airside Price List change by delivering a notice of withdrawal from the Agreement to the Airport Operator no later than on the day preceding its effective date.
- 5.6** The Service Provider shall be obliged to pay fees for access to the airport infrastructure and use of the Airside in the manner and within the time limits set out below.
- 5.7** The parties have agreed that the fee payment will take place against a document. The document in this case means an invoice of the Airport Operator. The invoice issued by the Airport Operator shall contain the particulars

as defined by Act No. 222/2004 Coll. on VAT, as amended.

- 5.8** All issued and complete invoices containing the particulars as defined in the relevant legislation shall be due within 14 days of their issue by the Airport Operator.
- 5.9** The Airport Operator shall charge VAT in accordance with legal norms in force at the time of the taxable period.
- 5.10** The Airport Operator shall send the issued invoice to the Service Provider electronically in the PDF format to the email address designated by the Service Provider for this purpose.
- 5.11** Pursuant to Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"), an electronic invoice means an invoice that contains data pursuant to Section 74 of the VAT Act and is issued and received in an electronic form. An electronic invoice that meets all the requirements of an invoice within the meaning of Section 74 of the VAT Act shall be considered a tax document, i.e. a full-fledged substitute for a paper invoice.
- 5.12** By signing the Agreement, the Service Provider expressly agrees to the electronic delivery of invoices within the meaning of Section 71(1)(b) of the VAT Act, to the email address specified in the Agreement. In the event of a change of the email address specified in the Agreement as the address for electronic invoice delivery, the Service Provider shall notify the Airport Operator of the new email address for this purpose, no later than 5 (five) days from the date on which the change occurred. This does not require amending the Agreement; it is sufficient for the Service Provider to unilaterally notify the new email address electronically to the email address of the Airport Operator and subsequently in writing to the address specified in the header of the Agreement.
- 5.13** The electronic invoice shall be deemed to have been received when the Airport Operator sends an email message to the Service Provider's email address; in case of doubt, the electronic invoice shall be deemed to have been received upon the expiration of two working days from the date on which the electronic invoice is verifiably sent to the Service Provider via email to the Service Provider's email address.
- 5.14** The Service Provider shall be entitled to return an electronic invoice before the due date without payment only if it does not contain any of the particulars defined by general binding legislation or the identification of the

bank and account number of the Airport Operator, or if the invoice is issued in violation of the Agreement, whereby the Service Provider shall state the reason for such return. In such case, the new due date shall start running from the date of delivery of the corrected invoice to the Service Provider.

- 5.15** The Airport Operator shall not be liable for corrupted or incomplete data if the corrupted or incomplete data was caused by a failure on the online communication route. Furthermore, the Airport Operator shall not be liable for any damage resulting from poor or insufficient online connection of the Service Provider, from failures occurring on the communication route to the Service Provider or other reasons for which the Service Provider failed to establish connection or online access.
- 5.16** The sending of the same electronic invoice shall be repeated by the Airport Operator no more than 3 times. If even after repeated attempts it is not possible to send an electronic invoice to the last known email address for reasons on the Service Provider's part, the Airport Operator shall send the invoice to the Service Provider by post while notifying the Service Provider of the impossibility to send the invoice electronically and requesting the Service Provider to fix the problem or notify a new email address.
- 5.17** The invoice shall be issued after signing the Agreement or its Amendment for the period of validity of the Agreement, but for no longer than 1 year.
- 5.18** Reporting the number of persons, vehicles and/or mobile equipment:
- 5.18.1** The Service Provider shall specify in the Agreement the number of persons who have been issued valid airport identification cards with an electronic chip (hereinafter referred to as “**IDC with Electronic Chip**”) for the airside zone for apron area (yellow), airside zone for parking area (purple) and/or airside zone for manoeuvring area (blue), and the number of vehicles and/or mobile equipment that have been issued valid entry permits for the airside zone for apron area (yellow), airside zone for parking area (purple) and/or airside zone for manoeuvring area (blue) of the SRA operational area. This number will be invoiced to the Service Provider by the Airport Operator for a period of 1 year in accordance with the Airside Price List. Reporting on the number of persons and changes thereto shall not apply to:
- persons who have been issued a

IDC with no authorisation to move independently in the SRA – i.e. persons requiring an escort,

- persons who have been granted an ad-hoc (single-entry) access,
- vehicles that have been granted an ad-hoc entry.

5.18.2 In the event of an increase in the number of persons, vehicles and/or mobile equipment during the term of the Agreement, the Service Provider shall report this change to the email address airside@bts.aero at the time it occurs.

5.18.3 After checking the change in the number of persons, vehicles and/or mobile equipment, the Airport Operator shall approve the change within 20 days from the date of receipt of the change notification from the Service Provider and shall invoice the increase in accordance with the Airside Price List at a monthly rate starting from the issue of the person/vehicle entry permit for the period until the expiry of the Agreement, but no longer than for 1 year from the effective date of the Agreement.

5.18.4 It is the Service Provider's obligation to report any changes to the Airport Operator without delay. In the event of failure to report an increase in the number of persons, vehicles and/or mobile equipment, the Service Provider shall invoice the change in numbers in accordance with its own records, without the Service Provider being able to object to the invoiced period, and at the same time the Airport Operator shall be entitled to invoice a contractual penalty in the amount of EUR 500 for each single breach of this obligation by the Service Provider.

5.18.5 The Service Provider shall also be invoiced, in accordance with the Airside Price List, for:

- issuance of each entry permit to a person with an IDC with no authorisation to move independently in the SRA – requiring an escort,
- ad-hoc single entry for a requested period of time,
- issuance of each vehicle entry into the apron zone (yellow), parking zone (purple), movement zone of the operating area (blue),
- ad-hoc entry for a requested period of time.

Article 6.

Common provisions on monetary obligations

- 6.1.** Monetary obligations under the Agreement shall be deemed to have been fulfilled on the date on which the amount corresponding to the relevant monetary obligation has been credited to the account of the beneficiary. If the account to be paid to the Airport Operator specified in the Agreement is different from the account specified in any invoice issued by the Airport Operator, the Service Provider shall also be permitted to pay the account specified in such invoice. If the amount due, or part thereof, has been credited to an account of the Airport Operator other than the account specified for payment in the Agreement or in an invoice issued by the Airport Operator, the monetary obligation of the Service Provider shall be deemed to have been paid on the date on which the amount due has been credited to such other account. However, in such case the Airport Operator shall be entitled to a reimbursement from the Service Provider of the actual costs associated with transferring the relevant amount to the account to which the Service Provider was originally supposed to make the payment under the Agreement or the invoice.
- 6.2.** If the Service Provider is a legal entity not having its registered office or place of business or domicile in the Slovak Republic and pays the Receivables arising under the Agreement by a bank transfer, it shall bear any and all bank charges incurred by the Airport Operator in connection with receiving an international payment.
- 6.3.** If the Service Provider is delayed with the payment of amounts due to the Airport Operator under the Agreement, the Airport Operator may demand payment of default interest at the rate of 0.05% of the amount due for each day of delay. The Service Provider shall pay the default interest to the Airport Operator's bank account specified in the header of the Agreement within 14 (fourteen) days from the issue of the invoice for the default interest (hereinafter referred to as the "Penalty Invoice");
In addition, the Airport Operator shall be entitled to a contractual penalty of 0.05% of the amount due for each started day of delay from the beginning of the delay, provided, however, that the Service Provider fails to pay the Receivable even on the basis of and within the period specified in the Airport Operator's letter of demand (reminder notice); this is without prejudice to the right to compensation for damages, even to the extent exceeding the amount of the contractual penalty.
- 6.4.** The Service Provider is aware of the fact that the delay in payment of overdue Receivables not only gives rise to the Airport Operator's claims pursuant to paragraph 6.3 of this article, but also to the statutory right to a lump-sum compensation for the costs associated with the collection of the Receivable(s) in the amount stipulated in Government Regulation No. 21/2013 Coll., implementing certain provisions of Act 513/1991 Coll., the Commercial Code, as amended.
- 6.5.** By way of derogation from the provision of Section 330 (1) and (2) of Act No. 513/1991 Coll., the Commercial Code, as amended, the Parties agree that if the Service Provider as debtor has multiple monetary obligations to Airport Operator as creditor and the debtor makes a payment that is not sufficient to fulfil all of its obligations, the obligation intended to be fulfilled shall be identified at the time of payment by indicating the number of the invoice as the payment identifier (this is referred to as "identified performance"). If the Service Provider, as debtor, does not specify which of multiple monetary obligations it intends to fulfil (this is referred to as "unidentified performance"), the obligation that is due first shall be fulfilled, namely the principal thereof; this means that the Airport Operator, as creditor, shall not be obliged to offset /allocate the received and unidentified payments to pay default interest first. The Airport Operator as creditor shall apply any default interest by way of a Penalty Invoice.
- 6.6.** In the event that the Airport Operator incurs damage (e.g. in the form of a penalty for an administrative offence) due to a breach of any of the contractual or statutory obligations of the Service Provider, the Airport Operator shall claim such damage from the Service Provider pursuant to Sections 373 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended.
- 6.7.** Considering Section 401 of Act No. 513/1991 Coll., the Commercial Code, as amended, the Service Provider, as debtor, declares that any Claims against it arising under or in connection with the Agreement shall be time-barred after the limitation period of 10 years.

Article 7.

Occupational health and safety and fire protection

7.1. Occupational health and safety in connection with Section 18 (1) of the Act of the National Council of the Slovak Republic No. 124/2006 Coll. on Occupational Health and Safety and on Amendments and Supplements to Certain Acts, the Airport Operator and the Service Provider agree as follows:

- The Service Provider shall observe and ensure occupational health and safety throughout the entire period of performance of service provision at the Airport Operator's area in accordance with the applicable legislation of the Slovak Republic, in particular, but not limited to, Act No. 311/2001 Coll., the Labour Code, as amended, Act No. 124/2006 Coll. on Occupational Health and Safety and on the amendment and supplementation of some acts, as amended, and Act No. 355/2007 Coll. on the Protection, Promotion and Development of Public Health and on the amendment and supplementation of some acts, as amended.

- The Airport Operator shall be fully responsible for creating the conditions to ensure the health and safety of personnel in the common workspace.

- Costs related to the management of the Movement Area aimed at prevention, preparation, and implementation of measures to ensure health and safety at work shall be borne by the Airport Operator. Costs directly related to the operation of the Service Provider in terms of ensuring occupational health and safety shall be borne by the Service Provider. The Service Provider shall allow the Airport Operator to carry out regular checks and inspections of the Movement Area in accordance with the applicable legislation of the Slovak Republic. In the event that the Service Provider does not allow the Airport Operator to carry out regular checks and inspections of the Movement Area in accordance with the applicable legislation of the Slovak Republic, the Airport Operator shall be entitled to claim compensation from the Service Provider for any damage incurred by the Airport Operator.

- **Prevention** – The Airport Operator and the Service Provider are obliged to continuously conduct inspection activities in the common workspace in accordance with Section 9 of Act 124/2006 Coll. on occupational health and safety, focusing primarily on:

- adherence to safe work practices,

- using the equipment in accordance with the operating instructions,
- checking personnel as to whether or not they are under the influence of alcohol, narcotic drugs or psychotropic substances during working hours,
- adherence to a defined no-smoking policy on the employer's premises outside designated smoking areas,
- use of assigned means of personal protection,
- compliance with the provisions of the internal documents handed over by BTS.

In the event that the inspection activities in the common workspace reveal a noncompliance by the Airport Operator, the Service Provider shall inform the Airport Operator thereof and request for the noncompliance to be rectified. In the event that the inspection activities in the common workspace reveal a noncompliance by the Service Provider, the Airport Operator shall request for the noncompliance to be rectified. In the event of a repeated noncompliance, the Airport Operator reserves the right to restrict the access of Service Provider's personnel to the common workspace in accordance with the Airport Operator's internal documents.

- **Provisions** – The Airport Operator and the Service Provider shall comply with the provisions defined in the Airport Operator's internal documents specified in the handover and acceptance protocol. The handover of internal documents shall be deemed, within the meaning of Section 6 (4) of the Act of the National Council of the Slovak Republic No. 124/2006 Coll. on occupational health and safety and on amendments and additions to certain acts, passing on necessary information and instructions for ensuring occupational health and safety applicable to common workspaces and premises, which the Service Provider shall communicate to its personnel.

- **Coordination of activities** – The Service Provider shall follow instructions of the Airport Operator's personnel and respect the Airport Operator's internal documents to ensure occupational health and safety in the common workspace.

Allocation of common workspaces and personnel responsibilities:

- APRON, take-off and landing runways, service and taxiway roads: Operations Control personnel, Ramp Control personnel, Safety Management personnel, Occupational Health and Safety and Fire Protection Department

personnel, Facility Management personnel, Airport Security personnel.

- Service buildings, car parks: Technical Control personnel, Facility Management personnel, Occupational Health and Safety and Fire Protection Department personnel, Airport Security personnel.
 - Paved and unpaved areas: Operations Control personnel, Airport Area Management personnel, Occupational Health and Safety and Fire Protection Department personnel, Airport Security personnel.
- **Mutual notification** – The Airport Operator and the Service Provider shall notify each other in writing of any changes that may have an effect on occupational health and safety in the common workspaces.
The Airport Operator shall inform the Service Provider in the Airport Operator's internal documents about:
- Obligations prior to entering and exiting the Airport Operator's area,
 - information on hazards, threats and risk assessment outcomes,
 - information on preventive and protective measures,
 - prohibited activities,
 - duties,
 - work accident procedure.

7.2. Fire protection

7.2.1. The Airport Operator and the Service Provider, based on the wording of the provision of Section 4 of Act of the National Council of the Slovak Republic No. 314/2001 Coll. on Fire Protection, have agreed on the obligation to ensure fire protection tasks as follows:

- paragraph (b) The Airport Operator shall ensure the implementation of fire protection measures at its own locations with an increased fire hazard, during its own activities associated with an increased fire hazard, or at times of increased fire hazard; the Service Provider shall ensure the implementation of fire protection measures during its own activities associated with an increased fire hazard and shall request written permission from the Airport Operator for any such activity;
- paragraph (e) The Service Provider shall provide training and testing of the fire protection knowledge of its own personnel;
- paragraph (i) The Service Provider shall ensure the operation of machines and

technological facilities in compliance with their fire safety;

- paragraph (j) The Service Provider shall determine and have available the fire performance characteristics of products and substances, as well as the principles for safe use and storage thereof, if the Service Provider is their manufacturer;
- paragraph (k) The Service Provider shall comply with fire safety requirements for structures when using any structure (Movement Area);
- paragraph (o) The Service Provider shall comply with fire safety requirements when handling, storing and warehousing flammable substances and flame stimulants, and technical means containing flammable substances or flame stimulants.

7.2.2. The Airport Operator and the Service Provider, based on the wording of the provision of Section 5 of Act No. 314/2001 Coll. on Fire Protection, have agreed on the obligation to ensure fire protection tasks as follows:

- Paragraph (a) The Airport Operator shall procure and install in its buildings, facilities and premises, with regard to the risk of fire, appropriate types of fire protection equipment, extinguishing agents, firefighting equipment, material means of fire protection, keep them in a proper working order, ensure they are inspected and maintained by professionally qualified personnel, and keep and maintain their operation documentation; The Service Provider shall procure and install in its buildings, facilities and premises, with regard to the risk of fire, appropriate types of fire protection equipment, keep them in a proper working order, ensure they are inspected and maintained by professionally qualified personnel, and keep and maintain their operation documentation and submit it to the Airport Operator upon request.
- Paragraph (b) The Airport Operator shall mark and permanently keep clear escape routes, emergency exits and fire fighting routes, fire intervention launch areas and access thereto, as well as access to electricity, gas, water and fire installations; The Service Provider shall permanently keep clear escape routes, emergency exits and firefighting routes, fire intervention launch areas and access thereto, as well as access to electricity,

gas, water and fire installations.

Article 8.

Agreement duration, amendment and termination

8.1. The Agreement is concluded for a period of **1 (one) year**, starting from the date of its entering into effect.

8.2. In case of interest, the Service Provider may, during the term of this Agreement, request the Airport Operator to extend the legal effects of the Agreement. The Service Provider undertakes to deliver this request to the Airport Operator no later than 2 (two) months before the Agreement expiration.

8.3. The Service Provider may terminate this Agreement without assigning any reason with a 1-month notice period, which shall start on the first day of the month following the month in which the notice was delivered to the Airport Operator and shall expire on the last day of the said month.

8.4. The Airport Operator shall be entitled to terminate this Agreement immediately upon material breaches of the Agreement as defined in this article, if:

- (i) The Service Provider is unable to ensure compliance with the qualitative and/or quantitative parameters associated with the use of the Airport Infrastructure, unless there are also grounds for termination pursuant to clause (ii) of this paragraph;
- (ii) in the event of a breach of the Internal Regulations pursuant to Article 4(1)(vii) hereof;
- (iii) in the event of failure to allow to be audited or failure to provide assistance during the conduct of the audit pursuant to Article 4(4.2) hereof;
- (iv) The Ground Handling Service Provider of self-handling services ceases to meet the requirements for self-handling for another air carrier as defined in Section 2(a) of the Government Regulation of the Slovak Republic. In such event, this Agreement may be terminated only to the extent that it permits the performance of Designated Services for another air carrier
- (v) The Service Provider has demonstrably violated Airport Operator's instructions, the Airport Operator's security programme, the Airport Operator's internal documents, legislation and obligations arising from regulations and decisions and other measures issued by

the Commission (EU) to ensure civil aviation security and operational safety, and the Service Provider therefore warrants to the Airport Operator that it will comply with the legislation and fulfil its obligations arising from civil aviation security and operational safety;

- (vi) The Service Provider or personnel or contractor of the Service Provider has misused the issued permit for a purpose other than that for which it was issued;
- (vii) The Service Provider has outstanding obligations towards the Airport Operator;
- (viii) The Service Provider is in arrears with the payment of sums of money (fees) against the agreed due dates.

8.5. The Service Provider shall be entitled to withdraw from this Agreement immediately:

- (i) due to disagreement with the Airside Price List change within the notice period and in the manner set out in paragraph 5.5 hereof.

8.6. Withdrawal from the Agreement in cases of material breach of the Agreement as defined in paragraph 8.4 of this Article hereof, in case of disagreement with Airside Price List change as defined in paragraph 8.5 of this Article hereof, as well as in other cases provided by law, shall be effective from the date of notice delivery to the other party, and the Agreement shall be terminated from the date of its delivery. However, the Agreement termination shall be without prejudice to the right to claim damages for the breach of the Agreement, or to any other provisions which, by the will of the Parties or by their nature, are intended to survive termination of the Agreement.

8.7. Either Party may terminate this Agreement immediately if:

- (i) any of the Parties has been declared bankrupt;
- (ii) the other Party has entered into liquidation;
- (iii) the permit issued to the Service Provider by the Transport Authority or other competent authority has expired;
- (iv) a decision of a governmental authority or a change of general binding legal regulations substantially change or brings to an end the circumstances that led to the conclusion of this Agreement;
- (v) either Party promptly notifies the other Party of its inability to perform its obligations under this Agreement as a result of Force Majeure or any other cause beyond the Party's control or

ability to avert.

The effects of the notice under this provision hereof shall commence on the date of delivery of the document to the addressee.

- 8.8.** In the event that the Service Provider's permit or other authorisation to provide Designated Services is revoked, cancelled or terminated in whole or in part, this shall be deemed a terminating condition resulting in the termination of this Agreement, including any annexes thereto, on the date the terminating condition is met. The Party shall inform the other Party of this fact in writing.
- 8.9.** In the event that the Agreement or any part thereof is cancelled/terminated as a result of withdrawal, such cancellation/termination of the Agreement shall be without prejudice to the rights and obligations of any of the Parties which arose prior to the cancellation/termination of the Agreement.
- 8.10.** The Parties shall settle any mutual rights and obligations arising under this Agreement, if any, as at the date of cancellation/termination of the Agreement. This provision shall apply equally in the event of termination of the Agreement other than by withdrawal.

Article 9.

Final provisions

- 9.1.** Any amendments to the Agreement and/or its integral annexes may only be made in writing, in the form of numbered amendments to the Agreement, approved by both Parties, unless otherwise specified elsewhere in the Agreement (including in these GTC).
- 9.2. The right to amend GTC**
- 9.2.1.** The Airport Operator shall have the right to unilaterally amend these GTC, provided that, in order to respect the certainty and stability preservation principle, as well as other private law principles applicable to the legal relationship between the Parties, such an amendment may not apply to:
- (i) changing or expanding the Service Provider's obligations. This shall not apply if the need for change (harmonisation) of the contractual terms and conditions:
 1. arises from the applicable laws and regulations of the Slovak Republic and/or European and/or international legislation; or
 2. is directly related to the Airport Operator's obligation to oversee the safety of air traffic at the Airport and in that context coordinate

activities of individual Service Providers; this is without prejudice to the provisions of Article 5 hereof;

- (ii) expanding or narrowing the ways of and/or grounds for terminating the Agreement; This shall not apply if the need for change (harmonisation) of the contractual terms and conditions arises from the applicable laws and regulations of the Slovak Republic and/or European and/or international legislation.
- 9.2.2.** The amended GTC shall enter into force on the date of its publication on the Airport Operator's website and become effective on the date specified therein; this is without prejudice to the provision of paragraph 9.2.3. of this Article.
- 9.2.3.** The Airport Operator shall notify the Service Provider of the amendment to GTC no less than 30 (thirty) days before its entry into effect (hereinafter referred to as the "**Notification Period**"), electronically to the email address specified in the Agreement. In the event of non-compliance with the Notification Period, GTC shall not take effect before 30 (thirty) days after the Airport Operator's notification obligation has been fulfilled.
- 9.2.4.** The Service Provider shall be bound by the amended GTC, as of its effective date. In case of disagreement with any content of the amendment to GTC, the Service Provider may terminate the Agreement by delivering the notice to the Airport Operator no later than on the day preceding the effective date of the amended GTC.
- 9.3.** The Parties declare that the particulars relating to each of them are true and reflecting the reality, and undertake to notify each other of any change in the particulars stated herein without undue delay after any such change has occurred, unless stated otherwise elsewhere in the Agreement (including in these GTC). Each Party shall notify the other Party of all data and information necessary to legally exercise all rights under the Agreement. For the avoidance of doubt, the Parties acknowledge that the provision of this Article of the GTC shall also apply in relation to the possibility of notifying amendments to the Annexes forming an integral part of the Agreement.
- 9.4. Delivery**
- 9.4.1.** The Parties agree to deliver documents containing legally significant facts under this Agreement to each other by post, by registered mail, unless otherwise agreed in

the Agreement. For the purposes of the Agreement, documents containing legally significant facts shall include, in particular, any Agreement termination notice, withdrawal from the Agreement (if permitted by the Agreement or by law), demand for payment, and any demands for performance.

9.4.2. The Parties agree that the delivery address for documents under the Agreement shall be the registered office address or the correspondence address set out in the header of the Agreement, unless a Party notifies the other Party of a change of its address, pursuant to paragraph 9.3 hereof. In such case, the notified address shall be deemed to be the delivery address. The sending Party shall not be liable for any legal consequences related to a failure to comply with the addressee notification obligation under this paragraph of GTC.

9.4.3. The Parties shall ensure proper receipt of parcels at the specified address.

In the event of non-acceptance of the shipment, the expression of intent of one Party addressed to the other Party shall be deemed to have been delivered on the third (3rd) day after deposit of the not accepted parcel with the mail carrier. This shall also apply if the other Party has not acquainted itself with the parcel or is not present at the place of delivery, unless the Party was unable to acquaint itself with the parcel due to an error on the part of the carrier.

In the case of an undeliverable undeposited parcel, the parcel shall be deemed to have been delivered on the date of its return by the carrier to the sender.

Agreement withdrawal or termination (if permitted by the Agreement or by law) may be notified to the other Party only by registered mail. The provisions above shall likewise apply to this case.

9.4.4. As for other delivery methods (delivery by sending a fax or email message) which do not involve any legal steps and are used solely for the purpose of speeding up the mutual communication of the Parties, they shall be deemed to have been delivered by printing out the fax message sent confirmation from the sender's equipment or by displaying the email message sent confirmation on the sender's equipment. This method of addressing and delivery (i.e. with the application of the fiction of delivery) shall exclude:

(i) any documents containing any expression of the will of the Parties referred to in paragraph 9.4.1. hereof;

(ii) other documents which are intended to have a legal effect on the addressee (i.e. to establish, amend, or revoke any rights or obligations);
this shall not apply to deliveries pursuant to Article 4(4.1)(ii) and Article 5(5.3) and Article 9(9.2.3.) hereof.

9.5. All rights and obligations under the Agreement shall cease upon the termination of the Agreement, except for those which by their nature are intended to survive Agreement termination.

9.6. In the event that any provision of this Agreement (including these GTC) or any of sub-clauses thereof is or hereafter becomes invalid or ineffective for any reason, it shall not affect the validity of the other provisions of the Agreement (including these GTC). The invalid or ineffective provision shall be substituted by an appropriate provision which, within the permissibility of applicable law, comes as close as possible to the purpose pursued by the Agreement.

9.7. Legal relations between the Parties that are not regulated by the Agreement shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, and in addition, by the provisions of Act No. 40/1964 Coll., the Civil Code, as amended, as well as by other general binding legal regulations.

9.8. The Parties acknowledge that they have understood the contents of the Agreement (including these GTC) and any documents referred to therein. They also declare that their will was free and serious, that the contents of the Agreement (including these GTC) are expressed in a sufficiently definite and clear manner, and that it was concluded respecting the principles of good morals and fair dealing.

9.9. Other rights and obligations of the Parties relating to, but not limited to, the lease of non-residential premises, machinery, equipment, etc., the supply of utilities and the provision of services of any kind within the scope of the Airport Operator's line of business shall be subject to separate contractual arrangements.

9.10. The Agreement is concluded and enters into legal effect on the date of its signing by both Parties, unless any legal regulations in force at the time of conducting this legal transaction require the accession of another legal fact (such as publication of the Agreement) for the legal transaction to take the legal effect.

9.11. The Agreement is drawn up in 4 (four) copies, 2 (two) for each of the Parties.

These GTC shall enter into force on the date of their publication on the website of the Airport Operator, i.e. on 23 September 2022 and shall enter into effect on 1 November 2022; however, they shall become legally effective in relation to the Service Provider on the date of signing the Agreement, of which they are an integral part.