

AGREEMENT

No. Z/BTS/DOP-POL/49/2017

Between:

Name: **Letisko M.R. Štefánika - Airport Bratislava a.s. (BTS)**

Registered office: Letisko M. R. Štefánika
823 11 Bratislava II 216
Slovak Republic

Correspondence address: Letisko M.R.Štefánika, P.O.BOX 160
823 11 Bratislava 216, Slovak Republic

Statutory representative: Jozef Pojedinec – Chairman of the Board & CEO
Oto Šinkovic - Member of the Board & Executive Director for Strategy,
Infrastructure and Development

Registered Company No.: 35 884 916

VAT No.: SK2021812683

Bank Connection:

Account No:

IBAN:

BIC:



Hereinafter referred to as **"the Buyer"**

And

Name: **ITW GSE ApS**

Registered office: Smedebakken 31-33
DK-5270 Odense N
Denmark

Statutory representative: Henrik Olsson – Managing director

VAT No.: DK 74218814

Bank Connection:

Account No:

IBAN:

BIC:

Tel:

Fax:

Email:



Hereinafter referred to as **"the Seller"**

The Buyer and/or the Seller may hereinafter be referred to as **"the Party(ies)"**



TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE 1. SCOPE OF SUPPLY

The Seller shall, subject to the terms and conditions of this Agreement supply and deliver to the Buyer a quantity of one Houchin 4400 90kVA trailer mounted Ground Power Unit, complete with 28v DC as per Seller Quotation No. T16-8095 dated 13th March 2017.

ARTICLE 2. PRICE

Item	Description	Qty	Unit Price (in Euros)	Total Price (in Euros)
1.	<p>Houchin 4400 90kVA 400HZ AC GPU complete with 28v DC</p> <p>Engine: Cummins QSB 4.5L EU Stage 3A emission compliant</p> <p>Alternator: ITW GSE 2000RPM</p> <p>Control Panel: Digital</p> <p>Colour: Canopy – White Cable tray - Black Chassis – Galvanised steel</p> <p>HG0851 – Flashing amber beacon HG0731 – 1 x 40ft AC outpt cable HG0741 – 1 x 40ft DC output cable with split C-pin</p> <p>Manuals: ITW GSE technical manual Spare parts catalogue Cummins engine manual</p>	1	€44,659	€44,659
	Road freight and insurance to Bratislava Airport, Slovakia	1		€873
	Total Price CIP Bratislava Airport	1		€45,532

ARTICLE 3. TERMS OF PAYMENT

Payment is to be made in Euros, 30 days from despatch. The bank details are as follows:

Bank Address of the Seller



ARTICLE 4. DELIVERY

The delivery time is up to 10 weeks after Agreement signature. The Buyer becomes an owner of the subject of the purchase by signing the protocol of delivery.

If the Seller delays with delivery of the subject of the purchase, he undertakes to cover contractual penalty 0,05 percent of the total price for each day of the delay.

ARTICLE 5. WARRANTY

Alternator: 36 months
GPU: 24 months
Engine: 12 months unlimited hours or 24 months subject to a maximum 2000 hours.

According to Seller's and his Sub-contractor's terms of warranty (wear and tear parts excluded).

ARTICLE 6. TECHNICAL DATA

The detailed technical specification of the factory new purchased equipment including their operational characteristics is as per the Seller's quotation and associated data sheet.

ARTICLE 7. DOCUMENTATION

The Seller shall provide the Buyer with 2 sets of Seller's technical documentation, one in a hard copy format and one in soft copy. These include:

1. Operation manual
2. Trouble Shooting manual.
3. Spare parts Catalog
4. Maintenance Manual
5. Preventive Maintenance Manual

ARTICLE 8. ENVIRONMENTAL OPERATING CONDITIONS

Operating Temperature: -32°C to +52°C.

No altitude derating required for up to 3,000 Metres.

Seller guarantees the operation of the contractual equipment at this weather and altitude conditions.

ARTICLE 9. NOTIFICATION AND LEGAL ADDRESSES OF THE PARTIES

The Parties hereto declare that the information about each of them is true, in accordance with their actual condition and undertake to mutually inform each other about any and all changes of data mentioned hereto without undue delay following the change. The Parties undertake to inform the other Party about all details and information necessary to enforce any and all law associated herewith.

The Parties hereto agree that written documents, which contain legally significant facts in accordance hereto, shall be delivered to each other by mail, in the form of registered letters, unless otherwise agreed hereto. For the purpose hereto, a written document containing legally significant facts is understood to be in particular the termination of agreement, withdrawal from agreement, written notice demanding payment and any other notices for payment (i.e. invoices included).

The Parties hereto agree that the address to deliver the written documents pursuant hereto shall be the address of the company and correspondence address set forth in the heading hereto, unless one party shall inform the other party about a change of address. In such case, the address deemed as delivery address shall be the said address about which one Party notified the other Party. The notifying Party shall not be liable for any potential consequences associated with failing on its obligation to inform the recipient pursuant to this provision hereto.

The Parties are obliged to ensure receipt of any letters at the said address. In case of a failure to receive the letter, the declaration of will of one of the Parties, which was addressed to the other Party, shall be deemed to be the third (3rd) day of depositing the unreceived letter with the deliverer. This shall apply also in the case whereby the other Party did not acquaint itself with the letter or is not present at the point of delivery, unless the case is that the Party could not acquaint itself with the delivery as a consequence of an error on the deliverer's part.

In the case of an undelivered undeposited letter, the letter shall be deemed delivered on the day the deliverer returns it to the sender. The withdrawal or termination hereto (if permitted by this Agreement or the law), may be communicated to the other Party only in the form of a delivery with an advice of delivery. The previous provisions shall apply equally in this case.

With other manners of delivery (delivery by fax or e-mail), these shall be deemed delivered with the printing of the confirmation of the fax notice being sent from the technical equipment of the sender or with the displaying of a confirmation of the e-mail being sent on the technical equipment of the sender. This manner exempts addressing and delivering of:

- (i) written documents containing the legally significant facts
- (ii) other written documents, which are intended to produce legal effects in relation to the recipient (i.e. to establish, change or terminate rights or obligations)

Any notification or communication to be given hereunder shall be addressed to the respective Party as follows:

THE BUYER

Letisko M.R. Štefánika - Airport Bratislava a.s. (BTS)
P. O. Box 160,
823 11 Bratislava 216
Slovakia

THE SELLER

ITW GSE ApS
Smedebakken 31-33,
DK-5270 Odense N.

ARTICLE 10. CANCELLATION/TERMINATION:

Any of the parties hereto can withdraw from this Agreement for any reason, namely with a 1-month notice period, starting on the first day of the calendar month following the calendar month when the notice was delivered to the relevant party.

ARTICLE 11. FINAL PROVISIONS

Any changes or amendments hereto or to any of the non-detachable Annexes/Appendix hereof are only possible in writing, in the form of numbered amendments to this Agreement, approved by both Parties.

Legal relations between the Parties, which are not subject to provisions hereto, shall follow the relevant valid provisions of the Act No. 513/1991 Coll. Commercial Code, as well as other legal regulations of the Slovak Republic.

Both Parties agree that any disputes, claims proceedings or any legal rights or processes arising hereunder or connected herein in any way whatsoever will be governed in accordance to the law of the Slovak Republic. The parties submit to the exclusive jurisdiction of the court Bratislava II in Slovak republic.

Both Parties have agreed that prior to seeking solution at a court, they will undertake their best effort to settle the matter in good trust and spirit.

It's all about connections

In the case that some of the provisions hereto, or some of the supplementary provisions hereto are or shall become invalid or ineffective for any and all reasons, then the validity of other provisions hereto shall remain in effect. Instead of an invalid or ineffective provision, a reasonable amendment shall come into effect, which, in accordance with a valid system of law, shall be considered to be the closest to the intent hereto.

The Parties hereto confirm that they fully understand the contents hereof, as well as of documents referred to herein. They also declare that their will was free and serious, that the Agreement is sufficiently certain and clear and has been concluded in accordance with the principles of good manners and fair trade.

This Agreement has been concluded and its legal effects shall become effective in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic.

This Agreement is made out in 4 (four) originals, 2 (two) for each Party.

Appendix No.1: Quotation No. T17-8018 dated 13th March 2017 with technical description
Appendix No.2: Statement from Commercial Register

AGREEMENT SIGNED BY

On behalf of Buyer

On behalf of Seller

Jozef Pojedinec
Chairman of the Board & CEO

Henrik Olsson
Managing director

Date:

Date:

Oto Šinkovic
Member of the Board & Executive Director
for Strategy, Infrastructure and Development

Date:

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s. (BTS)

Airport Bratislava

Quotation T17-8018

Houchin 4400 Mobile 90 and 100kVA

Diesel Driven GPU



Airport Bratislava (BTS)
 PO Box 160
 823 11 Bratislava 216
 Slovak Republic

Quotation: T17-8018
Date: 13/03/2017

Attn.: Tomas Mihalik - Deputy Head of Ramp Control

SUBJECT: Houchin 4400 90 and 100kVA GPU Quote

Pos.1	Item no. HO0444 90kVA GPU with 28v DC
Model	HOUCHIN 4400 Trailer Mounted GPU
Output 1	90kVA 115/200V 400Hz AC
Output 2	28.5 VDC, 600A cont./2000A peak
Engine	Cummins QSB 4.5 L EU Stage 3A compliant
Control panel	Multi language control panel
Alternator	ITW GSE 2000 RPM alternator
Std. Features	Sliding canopy for ease of access Fifth wheel steering. 200 L fuel tank Neutral Voltage Displacement Supervision Low load shut down. Fork lift pockets
Colour	Canopy: White Cable trays: Black Chassis: Galvanised steel
Manuals	Houchin Technical Manual Spares parts catalogue Cummins engine manual
HG0731	1 x 40ft AC output cable
HG0741	1 x 40ft DC output cable - split C-pin
HG0851	Unit Operating Light, Amber, Flashing



Price Each Ex Works Odense, Denmark	Price Each	Quantity	Total Price
Total Price Ex Works Odense, Denmark	€45,216	1	€45,216

Pos.2 **Item no. HO0456 100kVA GPU with 28v DC**

Model **HOUCHIN 4400 Trailer Mounted GPU**
 HO0456 / ACE4400D28TT3-EX

Output 1-2 115/200V 400Hz AC, 100kVA maximum
Output 3 28.5 VDC, 600A cont./2000A peak

Engine Cummins QSB 4.5L US T3

Control panel English language control panel

Alternator ITW GSE 2000 RPM alternator

Std. Features Sliding canopy for ease of access
 Fifth wheel steering. 200 L fuel tank
 Neutral Rupture Supervision
 Low load shut down. Fork lift pockets

Colour Canopy: White
 Cable trays: Black
 Chassis: Galvanised steel

Manuals Houchin Technical Manual
 Spares parts catalogue
 Cummins engine manual

HG0731 2 x 40ft AC output cable

HG0741 1 x 40ft DC output cable - split C-pin

HG0851 Unit Operating Light, Amber, Flashing



	Price Each	Quantity	Total Price
Price Each Ex Works Odense, Denmark	€46,344	1	
Total Price Ex Works Odense, Denmark		1	€46,344

Option: **Delivery of 2 GPUs to Bratislava Airport = €1,131**

Towbar Interlock System for a 90kVA GPU = €1,087 per GPU

Towbar Interlock System for a 100kVA GPU = €1,251 per GPU

Warranty:	Alternator:	36 months
	GPU:	24 months
	Engine:	12 months unlimited hours or 24 months subject to a maximum 2000 hours.

Terms of payment:	30 Days from date of invoice
Terms of delivery:	Ex Works (Incoterms 2010)
Lead time:	8-10 weeks
Validity:	29/09/2017

Please note that purchase orders should be addressed to: ITW GSE ApS, Smedebakken 31-33, DK-5270 Odense N, VAT No. DK 74218814.

With best regards,

ITW GSE ApS



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Summary

Company Name:

AXA Power ApS

Latest registration	03.09.2013	Foundation Date: 02.01.1984
Latest date of Articles of Association	11.12.2012	
Subsidiary name	AXEL ÅKERMAN ApS AXA GROUND POWER ApS ITW GSE ApS	
Registered office	Smedebakken 31-33 5270 Odense N	
Municipality	Odense	
Purpose	The purpose of the company is to do production and trade within the electronics line of business and related activities	
Share capital	DKK 8.000.000,00	
Board	Managing Director Henrik Olsson Lærkedals Allé 30 Dalum 5250 Odense SV Mary Ann Spiegel 595 Rex Boulevard Elmhurst, Illinois 60126 USA Lawyer Vagn Thorup Ravnsnæsvej 208 3460 Birkerød	

Summary

Company Name:
AXA Power ApS

Elected by the
employees of
the company

Product Manager Jan Westphal Vigsø Sørensen
Kløvermarksvej 24
Ollerup
5762 Vester Skerninge
Substitute Bo Vork Nielsen
Birkevej 6
5462 Morud
Winder Lars Storm
Bøgegårdsvej 27
5471 Søndersø
Substitute Bent Hess
Løgstikkevej 11
Kirkendrup
5270 Odense N

Management

General Manager Henrik Olsson
Lærkedals Allé 30
Dalum
5250 Odense SV

Authority to Bind
the Company

The Company is bound by the joint signature of a registered manager and a member of the Board or by the joint signature of the Chairman of the Board and a member of the Board

Company Accountant

Deloitte State Authorized Accountancy Firm
Åboulevarden 31
8000 Århus C

Accounting year

01.01 – 31.12

First accounting period

02.01.1984 – 30.04.1985

Period of transition

01.12.2010 – 31.12.2010

This legal entity has former been registered under registration number A/S174006

Registration has taken place