

SALES AGREEMENT

between

John Bean Technologies Spain S.L.U

and

Letisko M.R.Štefánika - Airport Bratislava, a.s. (BTS)

Registration No.: Z/BTS/LPR/113/2022

Z/BTS/DLPR/113/2022

This Sales Agreement (hereinafter "**Agreement**") is made between John Bean Technologies Spain S.L.U acting by and through its Ground Support Equipment business unit, having its principal place of business at Autovia A2, KM 34.400, PO Box 22, Alcala de Henares (Madrid) Spain 28805 VAT: B82969510 (hereinafter "**JBT**") and Letisko M.R.Štefánika - Airport Bratislava, a.s. (BTS), having its principal place of business at Letisko M.R.Štefánika, 823 11 Bratislava, Correspondence address: Letisko M.R. Štefánika, P.O.BOX 160, 823 11 Bratislava 216, Registered Company No.: 35 884 916 (hereinafter "**BTS**") (collectively the "**Parties**").

WHEREAS, JBT and BTS, wish to enter into this Agreement for the supply of one (1) B650 Aircraft Pushback Tractor.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Equipment and Pricing

Equipment Description	Quantity	Unit Price	Total Price
B650 Aircraft Pushback Tractor Serial Number B65017006 CIP BTS (Bratislava, Slovak republic)	1	145,200 Euros	145,200 Euros

The Buyer shall supply the Equipment as set forth in ANNEX I: EQUIPMENT SPECIFICATION and in accordance with the terms and conditions under this Agreement.

1. PAYMENT TERMS:

Product sold under this Agreement are to be paid 100% before shipping

2. WARRANTY:

a. New Equipment Warranty:

- (i) Seller warrants that Equipment delivered will be conforming to all purchase specifications and free from defect in material and workmanship. Seller agrees to repair or replace any defective or nonconforming part for a period of 12 months from the date the unit is put into service.
 - (ii) Upon Buyer's submission of a claim as provided above and following its substantiation, Seller shall at its sole option repair or replace the defective part. Seller's obligations under this warranty shall include labor to remove or reinstall defective parts.
- b. Software: Seller warrants that the PLC software will allow equipment to meet the technical specifications, and operate the equipment in a safe manner.

THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

c. Warranty limitations:

- (i) This warranty shall not apply to Equipment or Parts which: have been subjected to misuse, neglect or accident; have been damaged by the use of replacement parts not authorized by Seller; have not been operated in accordance with the Seller's instructions or used under the normal operating conditions for which it is designed; have not received proper care, lubrication, protection, and maintenance in accordance with Seller's instructions.
 - (ii) Seller warranty does not cover normal wear and tear items (i.e., tires, chains, sprockets, bearings, bushings, engine belts and hoses, brake pads and discs, lagged rollers, etc.), consumables and fluids, and routine adjustments and maintenance requirements. Seller shall have no warranty responsibility for component parts not of Seller's manufacture and included herein: engines, engine components, transmissions, axles, commercial truck chassis, storage batteries, tires, equipment lighting, maintenance items, cleaning, preparation and towing. For these component parts not warranted by Seller, Seller shall assign to Buyer, to the extent possible, any manufactures' warranties received by Seller from the manufacturers thereof.
 - (iii) Any parts replaced under this warranty shall become the property of Seller and upon request Buyer agrees to return such parts to Seller at Seller's expense.
- 3. CONSEQUENTIAL DAMAGES:** Neither Seller nor Buyer shall be liable to the other in Agreement, tort, or otherwise, directly or under indemnity, for any incidental, special, indirect, or consequential damages, including but not limited to, lost profits, loss of use or production, or damage to property or facilities, regardless of cause.
- 4. FORCE MAJEURE:** Seller shall not be in breach of this Agreement if it does not perform, or is delayed in performing, any of its obligations under this Agreement for any Act of God or other reason beyond its control, including but not limited to, fires, computer or



telecommunications systems failures, floods, natural disasters, strikes, slowdowns, lockouts, war, riot, civil disturbances, embargo, virus pandemics (excluding Covid-19), government regulations or restrictions of any and all kinds (including but not limited to quarantines), expropriation of plant by federal or state authority, interruptions of or delay in transportation, material shortages, power failures, inability to obtain materials and supplies, accidents, explosions, acts of God, or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

5. TAXES and DUTIES:

- a. Buyer shall pay, reimburse Seller, or provide an exemption for all taxes imposed by any taxing authority applicable to this Agreement, except for taxes payable upon Sellers' net income.
- b. Duties, fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's sub Agreementors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned.

6. OWNERSHIP OF INTELLECTUAL PROPERTY: Seller shall exclusively own all intellectual property rights in the product and services provided by Seller under this Agreement. Buyer shall receive a royalty-free, non-exclusive license to utilize Seller's intellectual property as it relates to the product and services hereunder for Buyer's internal purposes.

7. PATENT INFRINGEMENT:

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.
- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

8. INDEMNIFICATION: Without limiting Seller's obligations as to repair or replacement of defective parts and to indemnify Buyer with respect to patent infringement claims, each party shall indemnify, defend and hold harmless the other party, from and against any loss, liability,



claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the indemnifying party or its agents, sub Agreementors or affiliates.

- 9. TERMINATION BY BUYER:** Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal from any cancellation of scheduled logistics or Forwarder expense reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory. The above amounts, plus prior payments, shall in no event exceed the Agreement Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.

10. CHANGES:

- a. If changes to any of the terms or specifications of this Agreement are proposed by Buyer, Seller will respond by stating in writing what effect, if any, such changes will have on this Agreement. No such changes will be effective unless mutually agreed to and evidenced by a written addendum to this Agreement signed by both parties.
- b. If Seller proposes any change(s) to Buyer the effect, if any, on the equipment, delivery, price, warranty, or other terms of the Agreement will be submitted to the Buyer in writing. Acceptance of such impacts must be evidenced by a written addendum to this Purchase Order signed by both parties.

11. DISPUTES & GOVERNING LAW: this Agreement is set forth in the English language.

- a. For Domestic Buyers: This Agreement shall be governed under the laws of Spain. In the event of any dispute, or difference arising out of, or relating to this Agreement, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Spain.
- b. For International Buyers: This Agreement shall be governed under the laws of England. In the event of any dispute, or difference arising out of, or relating to this Agreement, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interest, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's senior management within ninety (90) days after a party's initial notice of the dispute, the parties agree to resolve the dispute in accordance with the Rules of Arbitration of the International Chamber of Commerce and binding arbitration in London. This clause shall not preclude the parties from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy in relation to any dispute arising in connection with this Agreement.

12. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and bind any successor in interest to a party to this Agreement. Except as provided below, neither party



may assign this Agreement or delegate its performance thereunder by subAgreement or other instrumentality, in whole or in part, without the prior written consent of the other party. However, the Seller may assign this Agreement to any subsidiary, affiliate or successor in interest without the consent of the Buyer, and will promptly notify the Buyer following any such assignment.

13. DELIVERY, TRANSFER OF TITLE, RISK OF LOSS, AND ACCEPTANCE:

- a. Seller shall deliver the Product to Buyer, CIP Bratislava Airport (Slovak Republic) according to Quotation sent to the Buyer.
- b. Risk of Loss: Unless otherwise specified in the Agreement, Risk of Loss will transfer from Seller to Buyer per the Agreement Incoterm (2020).
- c. Transfer of Title: Unless otherwise specified in the Agreement; title in the Goods shall pass to Buyer upon Delivery.

14. CONFIDENTIAL INFORMATION: The parties acknowledge that during the execution of this Agreement each party will provide confidential information to the other. Both parties agree that such information is and will remain the property of the originator, and will use the information only for the intended purpose and protect the confidential information from disclosure to other person, and entities. Confidential Information shall not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; (d) is required by law to be disclosed; or (e) is independently developed by the receiving party who did not have access to the Confidential Information.

15. PLC SOFTWARE: Seller hereby grants to Buyer a non-exclusive, non-transferable and non sublicensable license to use the Software solely in conjunction with the operation of the Equipment provided under the Agreement and otherwise in accordance with any other applicable Agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.

16. 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.

17. 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.

- 18.** 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:
written documents containing the legally significant facts
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:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers or agents as of the day and year set forth below.

Letisko M. R. Štefánika – Airport Bratislava, a.s.

John Bean Technologies Spain, S.L.U

Signed:

Name:

Title:

Date:

Signed:

Name:

Title:

Date:

Signed:

Name:

Title:

Date:

ANNEX


Letisko
P. O.



ANNEX I

EQUIPMENT SPECIFICATION – B650 Aircraft Pushback Tractor Serial Number B65017006, Manufactured in 2017

Gross Vehicle Weight	27,896 kg (62,000 lb) & DBP 195kN (44,000 lb)
Dimensions	Length (w/out Couplers) - 5.27 m (207.5 in) Width - 2.60 m (102 in) Height (To Fender) - 1.36 m (54 in) Height (To Hood) - 1.64 m (65 in) Height (w/Cab) - 2.10 m (83 in) Wheelbase - 2.54 m (100 in) Ground Clearance - 229 mm (9 in)
Operating Performance	Drive Speed (Forward w/out Load) - 24 km/hr (15 mph) Drive Speed (Reverse w/out Load) - 16 km/hr (10 mph) Turning Radius (Outside - 2WS) - 6.20 m (20 ft 4 in) (Swept) Turning Radius (Outside - 4WS) - 4.39 m (14 ft 5 in) (Swept)
Engine	Cummins QSB4.5 Tier 4 interim/Stage 3B (Required for Europe)
Transmission	ZF 6WG160 automatic powershift transmission, 6 forward speeds / 3 reverse speeds Dual Mode Automatic/Manual Shift Column Mounted Column Mounted Shifter - 4 forward Speeds / 3 Reverse Speeds
Axles	Front - Dana 312 Steering Axle w/Leaf Spring Suspension Rear - Dana 312 Rigid Mounted Axle 2 Wheel Steering 4 Wheel Drive
Tires	310/80R22.5
Brakes	Service Brakes - Dual Circuit, 4 Wheel, Wet Disk Hydraulic Powered Dual Back Up Accumulators, w/low charge alarm Parking Brake - Manual Foot Lever w/Transmission Mounted Disc/Caliper
Cab	Enclosed Cab Passenger Bench Seat (non-suspension, provides room for 2nd passenger) Extra Fan on Passenger Side Electric Rear Windshield Defroster Air Conditioning
Electrical	24-Volt DC Halogen Headlights LED Taillights / Reverse Lights LED Turn Signals LED Marker Lights / Hazard Diagnostic Terminal Blocks with Status LEDs USB Charging Port for Mobile Devices Battery - 2 x 12V 950 CCA



Towing Couplers	Single Level w/63.5 mm (2.5 in) Pin - Front/Rear Standard Height of approximately 33 cm (13 in)
CE Package	Front & Rear Pintle Light Keyed Ignition Switch Cab Hush Kit Battery Disconnect Amber Beacon
Lights	Flashing Amber Beacon, on with Ignition Maintenance Compartment Lighting (Left, Right, and Engine Compartment) Headlight & Taillight Guards Headlights on with Ignition (Day Time Running Lights) Work Light - Front & Rear Mounted near Hitch LED Headlights
Manuals	Complete Manual - English - Quantity: 2 CD Operator's Handbook - English - Quantity: 2 Paper
Paint	1 Color Paint - Color: White-RAL9016
Warranty	1 Year (or 1200 Hours - whichever comes first) Parts & Labor

