

Rental Contract

Lessor's Contract No.: C-2009 Rev. 002

Lessee's Contract No.: Z/BTS/LPR/182/2018

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
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:

(herein referred to as the "**Buyer**"/"**Lessee**")

and

Name: **Vestergaard Company A/S**
Registered office: Skullebjerg 31
Gevninge
DK-4000 Roskilde
Denmark
Statutory representative: Stefan Vestergaard
Registered Company No.: DK70642212
VAT No.: DK70642212 (in Denmark same as Company No.)
Bank Connection: 
Account.No.:
IBAN Code:
SWIFT/BIC Adress:

(herein referred to as the "**Seller**"/"**Lessor**")

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



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Enclosures:

- Enclosure I: Quote Q4983B, dated 4 Sept. 2018 for de-icer, model Elephant MY (ON2009 or identical unit ON2013, built 2018), incl. Vestergaard Standard Terms and Conditions.
- Enclosure II: Instruction sheet for preparation of road transport of Elephant MY de-icer.

Subject of the contract

1.1 The subject of this Contract is a Rental Agreement between Buyer and Seller, which includes an incentive for Buyer to purchase de-icing equipment from Seller.

1.2 The Seller will rent to the Buyer:
- One (1) Elephant MY aircraft de-icer, hereafter referred to as "Unit".

The technical specification outline for the Unit is listed in Enclosure 1.

1.3 The duration of the Rental Period is fixed to be 6 months.

1.4 The general conditions for this agreement are specified in Enclosure I.

2. Total value of the contract

2.1 The total value of this rental agreement amounts to EUR 174.200 EUR (One hundred seventy four thousand and two hundred European Euros), comprising:

<i>Transport and training fees</i>	
Transport (DAP delivery, Buyer's location):	4.500 EUR
Training at Buyer's location (2-3 days)	1.700 EUR

<i>Rental fees:</i>	
6 months, each at 28.000 EUR	168.000 EUR

Total:	174.200 EUR
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2.2 The exact payments and payment dates are specified below in section 4. See also section 5 for Buyer's options after expiry of this Rental Contract.

3. Delivery and terms of delivery

3.1 Seller agrees to complete the unit, to the agreed specification (see Enclosure I) EXW by no later than 3 November 2018, which is the starting date of the Rental Agreement, pending the following conditions:

- Buyer signs this Rental Contract on no later than 3 October 2018
and
- Buyer has duly made payments no.1-3 below, in section 4.1.
(Seller will issue invoice NLT 3 October 2018).

3.2 The Unit will then be transported (on its own wheels, arranged and paid for by Seller) for Incoterms DAP delivery, at Buyer's site in Airport Bratislava/Slovakia, with expected arrival on 10 November 2018. In case there is a deviation from this date, Seller shall inform Buyer immediately.

4. Conditions of payment

4.1 Prior to the commencement of the Rental Period, Buyer will make the following payments to Seller:

Payment No. 1: Transport	4.500 EUR, NLT 12 Oct. 2018
Payment No. 2: Training	1.700 EUR, NLT 12 Oct. 2018
Payment No. 3: First rental fee (November 2018)	28.000 EUR, NLT 12 Oct. 2018
Payment No. 4: 2 nd rental fee	28.000 EUR, NLT 30 Nov. 2018
Payment No. 5: 3 rd rental fee	28.000 EUR, NLT 28 Dec. 2018
Payment No. 6: 4 th rental fee	28.000 EUR, NLT 31 Jan. 2019
Payment No. 7: 5 th rental fee	28.000 EUR, NLT 28 Feb. 2019
Payment No. 8: 6 th rental fee	28.000 EUR, NLT 29 Mar. 2019

4.2 The Rental fees are excluding costs for operation, maintenance, any third-party inspection or fees to local authorities, insurance and repair of the Equipment during the entire Rental Period. Throughout the Rental Period, Buyer will arrange for and pay for such costs and Buyer must be able to present sufficient and valid insurance policy documentation from a renowned insurance company, if requested by Seller during the Rental Period.

4.3 The Buyer will pay all the above agreed amounts as bank transfers to:

Bank: [REDACTED] Branch: Denmark, Acc No: [REDACTED]

5. Other Terms and Conditions

5.1 The Unit will be configured in accordance with Enclosure 1, and with the following features:

- Signs on the Unit will be in the Slovak language.
- Fluid selections (Type-I content) will be: 20, 25, 30, 40, 50, 60%; plus 100% Type-II.

Manuals for operation and maintenance of the Unit will be provided (two paper copies and two software copies (USB stick)).

The manuals will be delivered bilingual, in English and in Slovak.

At delivery, only a preliminary manual will be provided per e-mail. The final, bilingual manual will be delivered on no later than 21 December 2018.

The bottom filling flanges for the fluid tanks will be blinded.

Buyer's logo will be on the printer print-outs. Buyer to supply electronic file with logo as soon as possible.

5.2 The Unit is supplied with full warranty. The warranty terms are stipulated in Enclosure I (Vestergaard standard Terms and Conditions) but extended to two full years (24 months) after commencement of the Rental Period. This on condition that Buyer grants Seller's technical specialists access for an inspection of the Unit after the first winter season.

5.3 Seller arranges a training course of minimum 2 full days at Buyer's facility, for Buyer's staff, included in the price. Timing to be agreed.

5.4 Upon expiry of the Rental Period, Buyer has the following three options, of which one must be exercised. Buyer agrees to inform Seller on selected option, in writing or pr. e-mail by no later than 29 March 2019.

Option A: Return the Unit to Seller's site in Denmark. No further payments apply.

Option B: Hand-over the Unit at Buyer's site, on airport land-side. The Unit must be in fully drivable and operational condition, have at least ¼ full fuel tank and be prepared for transport on own wheels at Buyer's facility Bratislava (ref. Seller's instructions in Enclosure II) on no later than 15 May 2019.

In this case, Buyer agrees to make an additional payment to Seller of 4.500 EUR by no later than 15 May 2019.

Option C: Take ownership of the Unit. In this case, Buyer agrees to make an additional payment of 376.400 EUR to Seller based on an invoice issued not later than 30 April 2019. The invoice has to contain all mandatory informations, a clear description of the Unit, selling price for the Unit and detailed payment terms. The invoice has to be sent to the email adress stated in section 6.6. not later than 20th April 2019.... Upon receiving this amount, Seller shall issue a statement of transfer of ownership. This option is subject to all payments, as per section 4.1. above have been duly made.

5.5 In the event of contradictions between this Contract and the wording in any of the Enclosures, this Contract prevails.

6. Notification and legal Addresses of the Parties

6.1 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.

6.2 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).

6.3 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.

6.4 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.

6.5 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.

6.6 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
Tel: [REDACTED]
Email: [REDACTED]

THE SELLER

Vestergaard Company A/S
Skullebjerg 31
DK-4000 Roskilde
Denmark
[REDACTED] m

7. Final Provisions

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.

7.6 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.

7.7 To avoid any doubts, in the event of any discrepancies between this Contract and General Terms and Conditions of Sale firmly attached hereto, specific terms set forth in this Contract shall prevail over the articles in the General Terms and Conditions of Sale.

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

On behalf of Buyer/Lessee:

On behalf of Seller/Lessor:

Jozef Pojedinec
Chairman of the Board & CEO

Date:

Stefan Vestergaard
CEO – Vesterdaard Company A/S

Date:

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

Date:

Dato: 29.12.2017

VESTERGAARD COMPANY A/S

CVR-nummer	70642212
Adresse	Skullebjerg 31 Gevninge
Postnummer og by	4000 Roskilde
Startdato	30.11.1982
Virksomhedsform	Aktieselskab
Reklamebeskyttelse	Ja
Status	Normal

Udvidede virksomhedsoplysninger

Telefon	46422222
Fax	46422232
Kommune	Lejre
Branchekode	291000 Fremstilling af motorkøretøjer
Formål	Selskabets formål er at drive ingeniørvirksomhed og anden i forbindelse hermed stående virksomhed
Bnavne	INGENIØRFIRMAET G. VESTERGAARD A/S
Momsregistreret	Slå op på skat.dk
Regnskabsår	Fra 01.05 til 30.04
Seneste vedtægtsdato	02.04.2014
Registreret Kapital	10.000.000,00 DKK

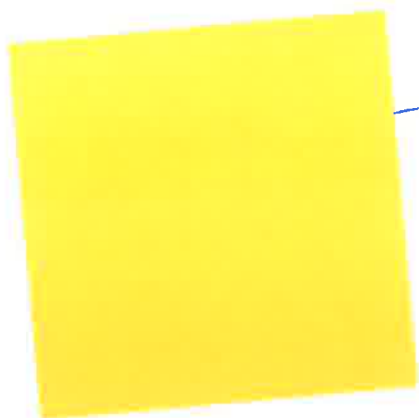


Første regnskabsperiode 01.11.1982 - 30.04.1984

Tegningsregel, personkreds og revisor

Tegningsregel	Selskabet tegnes af to medlemmer af bestyrelsen i forening eller af et medlem af bestyrelsen i forening med en direktør
Direktion	(Adm. dir) Stefan Vestergaard Vestervigvej 20 2720 Vanløse
Bestyrelse	(Formand) Hans Peter Langkjær Gunderødvej 19 2970 Hørsholm Valgform: Generalforsamling Frida Vestergaard A N Hansens Alle 7 2900 Hellerup Valgform: Generalforsamling Jørgen Frost Strandpromenaden 61, 02. 2100 København Ø Valgform: Generalforsamling Godtfred Vestergaard N Frederiksensvej 18 4000 Roskilde Valgform: Generalforsamling Tais Clausen Signe Löfdahls Väg 12 S-218 51 Klagshamn Sverige Valgform: Generalforsamling
Revisor	PRICEWATERHOUSECOOPERS STATS-AUTORISERET REVISIONSPARTNERSELSKAB Ahlgade 63 4300 Holbæk

Udskriftens rigtighed bekræftes



Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

The following is a translation into English of a summary printout from the Danish Commerce and Companies Agency (Erhvervs- og Selskabsstyrelsen):

VESTERGAARD COMPANY A/S

Date: 29.12.2017

Company registration no.	70642212
Address	Skullebjerg 31 Gevninge
Postal code and city	4000 Roskilde
Start date	30.11.1982
Company type	Joint-stock company
Advertising protection	Yes
Status	Normal

Extended company information

Telephone	46422222
Fax	46422232
Municipality	Lejre
Sector code	2910000 Production of motor vehicles
Objects	The purpose of the company is to carry out engineering activities and other related business
Secondary name	INGENIØRFIRMAET G. VESTERGAARD A/S
Registered for VAT	Refer to: www.skat.dk
Financial year	From 01.05 – 30.04
Latest articles of association	02.04.2014
Registered capital	10.000.000,00 DKK
First financial period	01.11.1982 – 30.04.1984

Power to bind, management, auditor and ownership

Power to bind Two members of the board sign for the company or one member of the board signs for the company jointly with the managing director of the company.

Management: (Managing director)
Stefan Vestergaard
Vestervigvej 20
2720 Vanløse

Board: (Chairman)
Hans Peter Langkjær
Gunderødvej 19
2970 Hørsholm
Election form: General meeting

Frida Vestergaard
A N Hansens Alle 7
2900 Hellerup
Election form: General meeting

Jørgen Frost
Sophienbergvej 47
2960 Rungsted Kyst
Election form: General meeting

Godtfred Vestergaard,
N Frederiksensvej 18
4000 Roskilde
Election form: General meeting

Thais Clausen
Signe Löfdahls Väg 12, 218 51 Klagshamn, Sweden
Election form: General meeting

Accountants: PRICEWATERHOUSECOOPERS STATS-AUTORISERET
REVISIONSPARTNERSELSKAB
Ahlgade 63
4300 Holbæk

Langelinie Allé 17, 2100 Copenhagen Ø

Certified transcript

Pia Bogh Jensen

Official translation (from Danish to English) by: Bente Hauberg

Letisko M.R. Stefanika - Airport Bratislava
Att: Mr. Jozef Pojedinec
Letisko M. R. Štefánika
Ivanská cesta
823 11 Bratislava 216
Slovak Republic

Reference: Q-4983
Version: B
Salesperson: Jan Pojezny
Quotation Date: 04 september 2018

Specific Quotation
Elephant MY Deicer

Option No.	Description	Price
1	BASIC UNIT	
1.3	Basic unit - 3 tank version:	EUR 258.900
1.3.3	Tank capacity: 7.600 liter The basic unit includes: Single engine configuration, using chassis engine PTO PLC based control system incl. module for trouble shooting and self diagnostics Max. 250 l/min flow rate from tank 1 Max. 100 l/min flow rate from tank 2 or 3 Temperature gauge in operator's basket for spraying temperature Patented pressure variation regulation system, keeping flow rate degradation at low levels Max. working height: 12,5 m, Basket floor height: 11 m (standard) Max. basket load: 205 kg Separate guiding of Type-II/Type-IV fluid to basket Two spray guns in basket Insulated stainless steel tanks with 5-year guarantee All pumps diaphragm Type-II/Type-IV compatible Temperature gauge for tank 1 in chassis cabin Multi-function information displays in chassis cabin and basket, including - Temperature indication of tank contents and sprayed fluid - Indication of tank levels for all tanks - System status check, time/dates etc. Electrical emergency operation of boom system Lower steel construction sandblasted/metallized High quality priming and painting in a single standard colour Multi step speed limiter Hour meter for chassis engine Standard anti-corrosive protection of chassis (single treatment) Extensive Service and Operation Manual - language to be agreed upon	
1.4	Boom Options	EUR 6.900
1.4.1	Working height approx. 14,5 meter (depending on chassis)	
2	CHASSIS	
2.1	Handling and construction related costs	EUR 3.200
2.1.1	Handling and construction related costs This fee always applies for any chassis. Price on selected chassis has to be confirmed at date of order.	
2.1.6	Volvo FL H18, 4 x 2 (Vestergaard spec.) EURO 5 Conventional drive-line, incl. Allison automatic transmission Suitable for 7600 l unit 210 l fuel tank as standard. 300 l tank available, however with certain restrictions NOTE: NOT APPROVED FOR ROAD REGISTRATION (a road registration requires IVA-approval, or similar and may induce other requirements to chassis specification)	EUR 63.200
2.2	One-man Operation Options	EUR 5.800
2.2.2	Preparation for one-man operation Allows for easier installation of 2.2.1 at later stage.	

Option No.	Description	Price
2.3	Driving Safety Systems	
2.3.1	Camera and monitor for reverse driving 1 camera in rear of unit and 1 monitor in truck cabin. If option 2.2.1 is selected, reverse picture will also be displayed in basket.	EUR 2.600
2.4	Skylight in chassis - options	
2.4.1	Skylight incl. wiper/washer for chassis cab	EUR 3.500
3	FLUID SYSTEM	
3.2	Fluid Mixing options	
3.2.1	Proportional Fluid Mix System Proportional mixing of water and Type-I, or water and Type-II/IV fluids. Requires option 3.3.4 or 3.3.5	EUR 25.400
3.3	Fluid Measure Systems	
3.3.1	Basic data system & printer (in chassis cabin). For printout of relevant de-icing data and company logo for spray operation recording and invoicing	EUR 7.400
3.3.5	Electromagnetic Flow meters, 3 tank version, 3 flow meters (or 2 tanks with fluid mix)	EUR 15.300
3.4	Bottom Filling	
3.4.3	3 tank version	EUR 4.300
3.5	Top level sensor for bottom filling	
3.5.3	3 tank version	EUR 3.100
3.10	Ground Gun	
3.10.1	15m 3/4" hose reel with 1" hand gun Flow rate up to 100 l/min of tank 1 fluid or 50 % (whatever applicable)	EUR 3.000
3.11	Nozzle Support	
3.11.1	Swing-arm for main spray gun	EUR 2.800
4	HEATING SYSTEM	
4.1	"Hot-line"	
4.1.1	"Hot-line" Battery charger and electrical heating of engine and chassis cabin during stand-by.	EUR 4.000
4.2	Electrical heating system	
4.2.5	Standby freeze protection of water systems Included in option 4.2.1	EUR 5.900
4.3	Fuel heating system	
4.3.1	Vestergaard fuel burner/heater 230 kW Including automatic fire extinguishing system.	EUR 55.900
4.3.3	Indirect heating of tank 2 fluid (Type I/II/IV) using heat exchanger Requires option 4.3.1	EUR 18.900
4.3.5	Batch heating system for tank 1 providing instant heat Requires option 4.3.1 Restrictions apply, if in combination with options 1.2.1/1.3.1 and option 4.2.1. Inquire for further info.	EUR 7.600
4.4	"Hot at Nozzle"	
4.4.2	"Hot at nozzle" for on board mixing systems	EUR 14.100
5	ADDITIONAL OPTIONS	
5.1	Unit options	
5.1.1	Amber flashing beacon	EUR 700
5.3	Basket-Cabin Intercom Systems	

Item No.	Description	Price
	System with microphone and loudspeaker in chassis cabin and headset in basket.	EUR 4.700
	SPECIAL OPTIONS	
7.6 7.6.11	Accessories Inspection Service inspection, after first year of operation, to allow for 24 month warranty. Includes travelling/accommodation and work hours but excludes consumables and wear-and-tear parts.	EUR 4.000
Subtotal:		EUR 521.200

Various

Name	Description	Price
Price	Unit is new, at seller's facility, never been in use. But chassis is from 2016, hence special price reduction of approx. 5%. Note: Yet full warranty, extended to two years, see above point 7.6.11.	EUR -27.200
Subtotal:		EUR -27.200

+ various: EUR -27.200

Grand Total for 1 unit: EUR 494.000

Incoterms: EXW Roskilde

PRICES: All prices quoted are exclusive of VAT and of other taxes.

VALIDITY: This quotation is valid for a period of sixty (60) days from date of issue, but only for orders placed within this calendar year.

Vestergaard Company A/S reserves the right to adjust this quotation, should dramatic changes occur e.g. in the price of materials or components.

The quotation is subject to prior sale.

GENERAL TERMS AND CONDITIONS OF SALE

Vestergaard Company A/S

1. GENERAL:

The following general terms and conditions for Vestergaard Company A/S (VESTERGAARD) shall apply, unless varied by written agreement between VESTERGAARD and the Buyer. Furthermore Orgalime's General Conditions for the Supply of Mechanical, Electrical and Electronic Products (S 2000 and addendum hereto) shall apply with the deviations or modifications agreed in these general terms and conditions or otherwise agreed in writing between VESTERGAARD and the Buyer.

2. DEFINITIONS:

As used in these General Terms and Conditions, the term "Equipment" shall mean the machinery, equipment, products and other tangible assets from time to time sold or offered for sale by VESTERGAARD, and the term "Buyer" shall mean the person or legal entity to whom such Equipment is sold or offered.

3. QUOTATIONS:

Unless otherwise stated, quotations are valid for a period of sixty (60) days from date of issue and subject to confirmation by VESTERGAARD at time of acceptance. Quotations are subject to the Equipment being unsold.

4. ORDERS:

The issue of a VESTERGAARD order confirmation acknowledges acceptance of orders based on quotations.

5. DIMENSIONS:

The dimensions and weights given are only approximates and are - like depictions - not binding for VESTERGAARD.

6. PRICE:

Unless otherwise stated, all prices are in EUR ex works (cf. INCOTERMS). The prices stated in the quotation or order confirmation can be increased until delivery with documented price increases beyond the reasonable control of VESTERGAARD, for example change in currency exchange rates, raw material supply, imposed taxes or similar occurrences. Prices are exclusive of VAT, taxes and duties.

7. PAYMENTS:

Unless otherwise stated all payments shall be in EUR without offset, back charge, retention or withholding of any kind. Unless otherwise agreed in writing all invoices shall be payable with 30% within thirty (30) days after confirmation of order and the remainder 70% within thirty (30) days after delivery. Any amounts not paid when due will be subject to interest at the rate of 1 1/2 % per commenced month after maturity. At the request of VESTERGAARD payment shall be made through a confirmed irrevocable Letter of Credit in a form and from a bank accepted by VESTERGAARD.

8. DELIVERY:

Any delivery date is an estimate only and is subject to VESTERGAARD'S adjustment, however, with a maximum estimated delivery date + 14 calendar days. If VESTERGAARD anticipates that it will not be possible to deliver the Equipment at the estimated delivery date + 14 calendar days, VESTERGAARD shall notify the Buyer thereof in writing, stating the reasons and, if possible, the time when delivery can be expected. However, VESTERGAARD shall not be responsible if VESTERGAARD fails to give such notice. Delivery to the carrier, including carriers owned or controlled by VESTERGAARD, or notification that Equipment is ready for shipment shall constitute delivery to the Buyer for all purposes. In cases where a Letter of Credit is requested by VESTERGAARD, delivery cannot be made until the Letter of Credit has been honoured.

9. SHIPMENT:

Price includes the cost of necessary preparation required for normal domestic transportation. Freight charges included in any price are subject to adjustment for actual cost incurred by VESTERGAARD. All fees and expenses relating to export documentation, export packing, marking or importation into the country of destination shall be born by the Buyer. VESTERGAARD will prepare necessary documentation according to Buyers instructions, but shall have no liability for any loss or expense arising there from.

10. ACCEPTANCE:

All Equipment shall be finally inspected at VESTERGAARD production facility and accepted within thirty (30) days after delivery. Failure of Buyer to provide VESTERGAARD with an itemised list of defects within such thirty (30) days or to permit VESTERGAARD a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Equipment. In the event of multiple shipments, each individual shipment shall be separately accepted. Buyer expressly waives any right to reject Equipment that substantially conforms to the specifications relating thereto and any right to revoke acceptance after such thirty (30) days period.

11. DELAYS:

VESTERGAARD shall have no liability for any failure to deliver the Equipment to Buyer if such failure arises from force majeure or from causes beyond the reasonable control of VESTERGAARD, including but not limited to delays from suppliers, government actions, shortage of materials, labour difficulties, fires, floods and the effects of civil disobedience.

12. CHANGES:

VESTERGAARD reserves the right to change the details of any Equipment, provided that such changes shall not impair the performance or critical dimensions of such Equipment.

13. ADDITIONAL COSTS:

In addition to the purchase price, Buyer shall pay to VESTERGAARD any costs incurred as a result of (a) change in the Equipment or delays in delivery requested by Buyer, (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials, or (c) changes in the laws, codes, rules or regulations applicable to the Equipment after the date of quotation by VESTERGAARD.

14. TECHNICAL INFORMATION:

All drawings, technical specifications or other technical information supplied by VESTERGAARD will remain the property of VESTERGAARD. VESTERGAARD will under no circumstances allow the technical information to be copied, reproduced, transmitted, communicated and disclosed or to be executed without previous permission of VESTERGAARD in writing.

15. DATA

All data collected through the Vestergaard DTS are kept on secure servers. The data will not be shared with anyone outside VESTERGAARD. The data may be used for statistical analysis and case studies in anonymized form.

16. GUARANTEE (DEFECTS):

VESTERGAARD grants a twelve (12) months guarantee for manufacturing defects from the date of delivery. Warranty repairs are to be carried out at VESTERGAARD factory. Any transfer of defected Equipment to and from VESTERGAARD in connection with the warranty repair shall be at the risk and expense of the Buyer. Where warranty repairs require to be effected on site, all additional costs (travelling, accommodation, etc.) shall be at the expense of the Buyer. The guarantee does not include consequences of natural wear and overload, incorrect tending and non-observance of the operational instructions given. Nor does VESTERGAARD guarantee the correctness or appropriateness of the Buyers constructive advice and the installation mistakes which have not been made by VESTERGAARD. The guarantee is repealed if the Buyer has not fulfilled the agreed conditions of payment. VESTERGAARD is not responsible for any loss the defect may cause including loss of production, loss of profit, loss of contract or other consequential or similar indirect losses. Except as set forth in the above warranty statement, applicable to the equipment, VESTERGAARD shall not be liable for defects and VESTERGAARD makes no warranty, expressed or implied, with respect to the equipment, including any warranty of merchantability or fitness for a particular purpose. If component parts of any equipment are guaranteed by their original manufacturer, these guarantees will be in force.

17. CANCELLATION:

Buyer cannot cancel orders for Equipment after acceptance by VESTERGAARD. VESTERGAARD shall be entitled to request reasonable assurances that Buyer will accept and pay for any Equipment, including but not limited to, requiring payments on account or in advance. Until such assurances are received, VESTERGAARD shall be entitled to stop work on the Equipment, cancel any agreement to sell the Equipment, sue for and recover the purchase price or any expenses incurred to the date of cancellation, resell the Equipment to a third party, or exercise any other remedy available at law or in equity for breach of contract.

18. DISPUTES AND APPLICABLE LAW:

Any sale of, or agreement to sell Equipment shall be interpreted according to the laws of Denmark, unless otherwise expressly agreed. Disputes arising out of or in connection with the Contract shall be finally settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration). The place of arbitration shall be Copenhagen and the Institute appoints the chairman of the arbitral tribunal. The language of the arbitral tribunal shall be Danish and/or English. If a party has not appointed an arbitrator not later than 30 days of having respectively requested or received notice of the arbitration such arbitrator is appointed by the Institute. However VESTERGAARD can by itself choose - instead of arbitration - to bring the case before the Danish Courts either the Court in Roskilde or the Eastern Division of the Danish High Court or the Maritime and Commercial Court.

19. LIMITATION OF LIABILITY:

Neither VESTERGAARD nor Buyer shall have any liability to the other for any incidental or consequential damages arising from the sale or use of any Equipment or the failure of either party to fully perform any agreement to sell Equipment. The aggregate liability of VESTERGAARD to Buyer may under no circumstances for any reason be greater than the value of the contract.

20. ASSIGNMENT

The Buyer will not assign the contract or delegate its performance hereunder by subcontract or other instrumentality, in whole or in part, without the prior written consent of VESTERGAARD. VESTERGAARD may assign the contract to any subsidiary, affiliate or successor in interest upon notice to the Buyer of such assignment, in which case VESTERGAARD shall be released from any and all obligations arising under the contract.

21. CONFIDENTIALITY

The parties acknowledge that during the execution of the 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 persons and entities.

22. WAIVER:

The waiver by either VESTERGAARD or Buyer of any breach under these General Terms and Conditions of Sale shall not be deemed to be a waiver of any subsequent breach of a like or of a different nature. The failure to enforce any provision of these General Terms and Conditions of Sale shall not be deemed a waiver of such provision.

VESTERGAARD wish to draw attention to our Code of Conduct. The document is available on the website www.vestergaardcompany.com

June, 2018

MY
ON 2009

FabSpec ID: Q6UJ9A00P0TC
Revision: 03
Created: 02-10-2018

Vestergaard Company A/S

Customer Reference:
Quotation Number: 16458 A
Quotation Date: 17-08-2016
Quotation Status: Order
Order Date: 18-08-2016

VCAS Unit Number: 2009-1
Customer Unit Number:
Number of Units: 1
Project Coordinator: Peter Herskind
Destination:

OPTION FEATURES

	Description	Feature	Setting
1	BASIC UNIT		
1.3	Basic unit - 3 tank version:		
1.3.3	Tank capacity: 7.600 liter	Tank 1 size Tank 1 labelling Tank 2 size Tank 2 labelling Tank 3 size Tank 3 labelling Insulation tank 1/2 Insulation tank 2/3 Unit colour Decoration	4000 Water 2000 Type I 1600 Type II No Yes Volvo 1103 No
1.4	Boom Options		
1.4.1	Working height approx. 14,5 meter (depending on chassis)		-
2	CHASSIS		
2.1	Handling and construction related costs		
2.1.1	Handling and construction related costs	Colour / cabin Colour / frame Decoration Service before delivery Type of spare wheel Speed restriction	Volvo 1103 Volvo standard No Yes No Se A 2.1
2.1.6	Volvo FL H18, 4 x 2 (Vestergaard spec.) EURO 5		-
2.2	One-man Operation Options		
2.2.2	Preparation for one-man operation		-
2.3	Driving Safety Systems		
2.3.1	Camera and monitor for reverse driving		-
2.4	Skylight in chassis - options		
2.4.1	Skylight incl. wiper/washer for chassis cab		-
3	FLUID SYSTEM		
3.2	Fluid Mixing options		
3.2.1	Proportional Fluid Mix System	No. 1 No. 2 No. 3 No. 4 No. 5 No. 6	See A 3.1 - - - - -
3.3	Fluid Measure Systems		

OPTION FEATURES

	Description	Feature	Setting
3.3.1	Basic data system & printer (in chassis cabin).	Placed ON Before fluid selection	Cabin Customer logo at print out
3.3.5	Electromagnetic Flow meters, 3 tank version, 3 flow meters		-
3.4	Bottom Filling		
3.4.3	3 tank version	Tank 1 size Tank 1 coupling type Tank 1 position Tank 2 size Tank 2 coupling type Tank 2 position Tank 3 size Tank 3 coupling type Tank 3 position	Blinded - - Blinded - - Blinded - -
3.5	Top level sensor for bottom filling		
3.5.3	3 tank version	Position of plug	Left
3.10	Ground Gun		
3.10.1	15m 3/4" hose reel with 1" hand gun	Side Gun able to spray	Left To be set in service display box P34
3.11	Nozzle Support		
3.11.1	Swing-arm for main spray gun		-
4	HEATING SYSTEM		
4.1	"Hot-line"		
4.1.1	"Hot-line"	Power, size, position	3x400V, 32A, left
4.2	Electrical heating system		
4.2.5	Standby freeze protection of water systems	Power, size, position	3x400V, 32A, left
4.3	Fuel heating system		
4.3.1	Vestergaard fuel burner/heater 230 kW		-
4.3.3	Indirect heating of tank 2 fluid (Type I/III/IV) using heat exchanger		-
4.3.5	Batch heating system for tank 1 providing instant heat		-
4.4	"Hot at Nozzle"		
4.4.2	"Hot at nozzle" for on board mixing systems		-
5	ADDITIONAL OPTIONS		
5.1	Unit options		
5.1.1	Amber flashing beacon	Location Active when	Top hydraulic tank Ignition ON at P1
5.3	Basket-Cabin Intercom Systems		
5.3.2	System with microphone and loudspeaker in chassis cabin and headset in basket.		One headset #74523

Chassis

Chassis Brand:	Volvo	Exhaust Code:	EURO 5
Chassis Type:	FLH 240 4x2 18 t. langt	Steering:	Left
Wheel Base:	4100 mm	Transmission:	Allison automatgear
Keys (Qty./No.):	2	Battery Voltage:	24 v.

APPENDIX: ADDITIONAL SPECIFICATIONS

1.0 Basic Unit -

	<p>A2.1 Two-man operation: Boom in transport position: Same as when boom is resting on boom supports. Max speed forward: 30 km/h Max speed backward: 6 km/h</p> <p>Boom lifted with telescope less than 2 metres out: Max speed forward: 6 km/h Max speed backward: 6 km/h</p> <p>Telescope more than 2 metres out: Chassis cannot drive</p>
3.0 Fluid System	<p>A 3.1 Requested switch layout: 4 separate switches as follows: - Water - Type I selection and mix confirmation. - Type I mix increase/decrease, with mechanical cover for protection against inappropriate activation. - Type IV. Before mix increase/decrease of Type I mix can be made, Type I selection must have been activated. Valid mix can be observed on display. Mix range to be 20-60%. Mix step to be 5%. Default mix value to be 20%</p>
4.0 Heating System	-
5.0 Additional Options	-
6.0 Accessories	-
7.0 Specific Options	<p>A 7.1 Service inspection, after first year of operation, to allow for 24 month warranty. Includes travelling/accommodation and work hours but excludes consumables and wear-and-tear parts.</p>

MANUALS

Language of info placards:	Slovak
Language of manuals:	Slovak/English
Number of unit manuals: (Total of all units. Include 1 CD-ROM manual per paper manual)	Two pcs. with USB sticks. At delivery, a preliminary manual must be provide per e-mail
Number of chassis manuals and chassis spare parts lists: (Total for all units)	Only standard user manual
Display box for PLC:	1
Manuals to be sent to: (Name/Address)	Att: Mr. Michal Rác Letisko M.R. Stefanika - Airport Bratislava Letisko M. R. Štefánika Ivanská cesta Slovak Republic 823 11 Bratislava 216
Refer to unit layout number:	None

DATE:	_____	PLACE:	_____
MANUFACTURER:	_____		
DATE:	_____	PLACE:	_____
BUYER:	_____		

REVISIONS					
Revision	Option	Name	Change	Date	Modified By
02	01.03.03	Tank capacity: 7.600 liter	Modified	01-10-2018	PH
02	01.04.01	Working height approx. 14,5 meter (depending on chassis)	Modified	01-10-2018	PH
02	02.01.01	Handling and construction related costs	Modified	01-10-2018	PH
02	03.02.01	Proportional Fluid Mix System	Modified	01-10-2018	PH
02	03.03.01	Basic data system & printer (in chassis cabin).	Modified	01-10-2018	PH
02	03.04.03	3 tank version	Modified	01-10-2018	PH
02	Addl. Spec.	Basic Unit	Added	02-10-2018	LN
02	Addl. Spec.	Heating System	Added	02-10-2018	LN
02	Addl. Spec.	Additional Options	Added	02-10-2018	LN
02	Addl. Spec.	Accessories	Added	02-10-2018	LN
02	Addl. Spec.	Specific Options	Added	02-10-2018	LN
02	Addl. Spec.	Chassis	Added	02-10-2018	LN
02	Addl. Spec.	Fluid System	Modified	02-10-2018	LN
02	Manuals	Language Placards	Modified	02-10-2018	LN
02	Manuals	Language Manuals	Modified	02-10-2018	LN
02	Manuals	No. of Unit Manuals	Modified	02-10-2018	LN
02	Manuals	No. of Chassis Manuals	Modified	02-10-2018	LN
02	Manuals	Display Box PLC	Modified	02-10-2018	LN
02	Manuals	Manuals Sent To	Modified	02-10-2018	LN
03	Manuals	Manuals Sent To	Modified	02-10-2018	LN