



CONTRACT AGREEMENT No 2/S/17/03/23
No. of the Renter: Z/BTS/DLPR/64/2023

between

1.1. THE OWNER :

AERO-GSE Sp. Z o.o.

Balicka 100, 30-149 Kraków

Web: www.aero-gse.com

KRS: 0000930428 NIP : 6772419908

REGON: 367247450 VAT: PL6772419908

BANK ING Bank Slaski S.A. o/Katowice

34 Sokolska str., Katowice, Poland 40-086

SWIFT: INGBPLPW

PLN: [REDACTED]

EUR: [REDACTED]

&

1.2. THE RENTER :

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

Letisko M. R. Štefánika, 823 11 Bratislava II

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

registered at the Commercial Register of the District Court Bratislava I, under Section: Sa, Insert number 3327/B

company registration number: 35 884 916

(The Owner and the Renter, hereinafter jointly referred to as the "Parties")

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2. THE OBJECT OF THE RENTAL

2.1. Type of the equipment :

1 x GPU 90 KVA Model: GA 120 400 Hz + 28 VDC , YOM: 2012, SN: 12498

(hereinafter referred to as „**Equipment**”)

The detailed technical specification of the Equipment including their operational characteristics is stated in the Technical specification / Manual, which is provided to the Renter together with this Contract.

2.2. With Equipment following documentation is provided, and it is also attached to this Contract in Annex 1:

- Declaration of conformity

3. CONDITION OF THE EQUIPMENT AND DELIVERY

3.1. The Owner states that the best of his knowledge and belief that above-described Equipment is in sound and safe condition and free of any known defects or faults would affect its safe operation under normal use.

3.2. Delivery time is stated as 1.6.2023.

3.3. After the delivery the Parties shall sign the protocol of acceptance. Before signing the protocol of acceptance, the Renter conducts the control check of the Equipment. The inspection will last 30 min. functional test of the Equipment on a load tester. The test result will be recorded in the acceptance protocol. If the result of the control check is not suitable for use, the Renter is entitled to be fully compensated for all his costs related to the transport of the Equipment and other connected costs.



4. RENTAL PERIOD

- 4.1. The Parties agree that this agreement is concluded for the period specified below. The Parties may agree on prolongation of the term and extension of the provision of the services by the separate written amendment to this agreement.
- 4.2. The Owner agrees to rent the Equipment for the following period:
- 4.2.1. Starting date : date of the effectiveness of the Contract
- 4.2.2. Ending date : 30.9.2023

5. RENTAL RATE :

- 5.1. The Renter hereby agrees to pay the owner at the rate of 1100 EUR netto/month/. The rent will be payable each month based on the invoice to the Owner's bank account indicated on the invoice within 30 days from the day the issue of the invoice of the Owner.
- 5.2. The Renter agrees to cover the cost of transporting the Equipment between the place of use of the Equipment: Letisko M. R. Štefánika, 823 11 Bratislava II from the renting warehouse located in Balicka 100 30-149 Kraków Poland, as well as its loading and unloading amounting to a total of 600 EUR netto one way.
- 5.3. The Renter covers current costs associated with the normal operation of the Equipment.
- 5.4. The Owner guarantees that the Equipment is and will be fit for use in accordance with the contract for the entire rental period and that it complies with the provisions of this contract.
- 5.5. In case that Equipment is defected and it is the reason why the Renter can not properly use it, or the usage is strongly aggravated, the Renter is entitled in line with the provision of par. 721 of the Act No. 40/1964 Coll. Civil Code, as amended to obtain another subject of rent suitable for the same use. Besides that, the Renter is entitled to an adequate discount on rent rate, if he was unable to use the Equipment in the agreed way because of defects, which were not caused by him for as long period as it lasts.
- 5.6. The preventive maintenance inspection of the Equipment should be conducted by qualified

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service indicated by the owner every 500 working hours. Cost of the preventive maintenance inspection is 500 EUR netto per session. The Renter covers the cost of the service and the Renter informs the owner about the forcoming necessity of such inspection, based on working hour counters on the Equipment, by mail [REDACTED]. If any failure in operation of the Equipment occurs which is not caused by the Renter (except of the preventive maintenance inspection), the Owner binds to reimburse to Renter all the costs connected to the service and also all the costs connected to breach of operability of the Equipment.

- 5.7. Upon the termination of the contract, the Renter is obliged to return the rented Equipment in the same condition, except the damages from wear and tear.
- 5.8. The parties undertake to prepare in the moment of handing over the Equipment from Owner to Renter first delivery and acceptance protocol and then after the termination of the rental agreement at the time of the returning second delivery and acceptance protocol.
- 5.9. The Renter is obliged to use the Equipment properly. The Renter is responsible for damage to the Equipment resulting from improper use or loss of Equipment from the date of handing over to the date of the protocol return of the Equipment.

6. RETURN OF EQUIPMENT

- 6.1. After termination of the Agreement, the Renter is obliged to return the rented Equipment within the time limit set by the Owner, in the same condition, except the damages from wear and tear.
- 6.2. The Renter undertakes to cover the costs of transporting the device after the end of the rental period.

7. MISCELLANEOUS

- 7.1. This agreement, and any disputes concerning its construction, interpretation, performance and/or validity, shall be governed by the substantive laws of the Slovak Republic and shall be



held under the jurisdictions of Slovak courts in accordance with the registered seat of the Renter.

- 7.2. In the event of a legal dispute arising from present agreement, the Parties determine the exclusive competence of the Court Bratislava II.
- 7.3. Either party has the right to terminate this Agreement in writing within 1 month period for no reason.
- 7.4. Owner may withdraw from the Agreement in the event of a material breach of this Agreement by the Renter via written notice. Such withdrawal is effective as of the delivery of the withdrawal notice to the Renter. For the purposes hereof, the following situations shall be regarded as a material breach of the Agreement:
- (i) repeated breach of obligations of the Renter under Clause 5 (payments), where repeated shall mean that the Rental breaches its obligations after already being notified of a breach and on the possibility of withdrawal from the Agreement; and
 - (ii) other situations stipulated by applicable law.
- 7.5. The Renter may withdraw from the Agreement in the event of a material breach of this Agreement by the Owner via a written notice. Such withdrawal is effective as of the delivery of the withdrawal notice to the Owner. For the purposes hereof, the following situations shall be regarded as a material breach of the Agreement:
- (i) Breach of the obligations of the Owner stipulated in Clauses 3.1., 5.4. and 5.5. hereof;
 - (ii) Repeated breach of the obligations of the Owner, where repeated shall mean that the Owner breaches its obligations after already being notified of a breach and on the possibility of withdrawal from the Agreement; and
 - (iii) Other situations stipulated by applicable law.
- 7.6. The Owner stipulates that he will be entitled to inspect the rented Equipment during the term of the Agreement and to make repairs, inspections and maintenance procedures, which he deems necessary to maintain the Equipment in proper condition.
- 7.7. This Agreement is made out in 4 (four) originals, 2 (two) for each Party.

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- 7.8. Any changes, amendments, and supplements to this Agreement shall be in writing, signed by all Parties.
- 7.9. Except as set forth expressly otherwise in this Agreement, any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. The Parties hereby undertake to negotiate in good faith to replace any invalid, illegal or unenforceable provision with a new provision that is valid, legal and enforceable and comes as close as legally possible to such invalid, illegal or unenforceable provision.

8. NOTICES

- 8.1 The Parties have agreed the rules for notification delivery as follows:
- 8.1.1. 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.
- 8.1.2 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 contract, withdrawal from contract.
- 8.1.3 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, pursuant to para. 8.1.1 herein. 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.



- 8.1.4. The Parties are obliged to ensure receipt of any letters at the said address.
- 8.1.5. 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.
- 8.1.6. In 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.
- 8.1.7. 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 declaration of will of parties as stated in para. 8.1.2 herein;
 - (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).

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

Owner:

AERO-GSE Sp. z o.o.

Address:

E-mail:

Telephone:

Renter:

Address: Letisko M. R. Štefánika, P. O. BOX 160, 823 11 Bratislava 216

Contact person:

E-mail:

Telephone:

mobile :

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9. VALIDITY AND EFFECTIVENESS

9.1. 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first written below.

Signed at Kraków on this 19.05 2023
For and on behalf of **AERO-GSE Sp. Z o.o.**

Name:

Title:

Date:

Wojciech Jablonski
Holder of General Power of Attorney
(Prokurent)
AERO-GSE Sp. z o.o.

Signed at Bratislava on this _____ 2023
For and on behalf of **Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS)**

Name:

Dušan Keket

Title:

Chairman of the Board of Directors

Date:

Name:

Gabriel Domší

Title:

Member of the Board of Directors

Date:

bts.aero
BRATISLAVA AIRPORT

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DECLARATION CE DE CONFORMITE

La société GUINAULT SA, déclare sous sa propre responsabilité que le matériel :
GUINAULT SA Company certify under his own responsibility that the product:

Désignation : **Groupe électrogène de piste**
Description : *Ground Power Unit*

Type : **GA120V141**
Type:

Numéro de série : **12498**
Serial number :

Année de fabrication : **2012**
Year of manufacture :

Satisfait aux exigences des directives du conseil :
Complies with the following council instructions :

- **Directive Machine 2006/42/CE** du 17 mai 2006 « Exigences essentielles de santé et de sécurité relatives à la conception et à la construction des machines ».
Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery;
- **Directive 2014/30/EU DU PARLEMENT EUROPÉEN ET DU CONSEIL** du 26 Février 2014 relative à l'harmonisation des législations des États membres concernant la compatibilité électromagnétique
Electromagnetic Compatibility (EMC) Directive 2014/30/UE
- **Directive 2011/65/UE DU PARLEMENT EUROPÉEN ET DU CONSEIL** du 8 juin 2011 relative à la limitation de l'utilisation de certaines substances dangereuses dans les équipements électriques et électroniques
Restriction of Hazardous Substances (RoHS) Directive 2011/65/UE

Et aux exigences particulières en vigueur parmi lesquelles :
And specific standards requirements in application such as :

- **Norme NF EN12312-20, (Juin 2010) : Matériel au sol pour aéronefs - Exigences particulières**
Partie 20 : matériels d'alimentation électrique au sol.
Standard EN12312-20, (June 2010) : aircraft ground support equipment – specific requirement Parts 20 : Ground Power equipment.
- **NF EN 1915 - Matériels au sol pour aéronefs - Exigences générales**
Partie 1 (Mai 2002): caractéristiques fondamentales de sécurité - Partie 2 (Mai 2002) : exigences de stabilité et de résistance mécanique, calculs et méthodes d'essai - Partie 4 (Avril 2005) : bruit, réduction et méthodes de mesure
DIN EN 1915 - Aircraft ground support equipment - General requirements
Part 1 (May 2002): Basic safety requirements - Part 2 (May 2002) : Stability and strength requirements - Part 4 (April 2005): Noise measurement methods and reduction

Personne autorisée à constituer le dossier technique :
Authorized person to constitute the technical file

Eddy TRANCHAND
Responsable Technique
GPU-GA
GPU-GA Technical Manager

Adresse / Address
Guinault SA
PAOS La Saussaye
95 Rue du Rond d'eau
45590 St Cyr en Val
FRANCE

Fait à Saint-Cyr en Val, le 13 mars 2023
Issued in Saint-Cyr en Val, on

Quentin GOULAY
Ingénieur Qualité
Quality Engineer

GUINAULT

S.A. au capital de 2 394 000 Euros
Siret 569 800 725 00049 - APE 2711Z
N° TVA FR 93 569 800 725

PAOS La Saussaye - 95 Rue du Rond d'eau
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