

PURCHASE CONTRACT
No. Z/BTS/DLPR/147/2025

CATERING VEHICLE MERCEDES

ENTERED INTO BY AND BETWEEN

Flughafen Wien Aktiengesellschaft [FWAG]

P.O. Box 1, 1300 Vienna-Airport,
Registered office in Schwechat,
FN [Business Register Number] 42984m

hereinafter referred to as the "SELLER",

on the one part, and

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

Letisko M. R. Stefanika

823 11 Bratislava II

Slovak Republic

Registered in Commercial Register of the City Court
Bratislava III, under Section: Sa, Insert number 3327/B

Company ID no.: 35 884 916

VAT ID No.: 

hereinafter referred to as the "PURCHASER",

together SELLER and PURCHASER will hereinafter

jointly be referred to as the

"Parties" and either of them as a

"Party"

I. OBJECT OF THE PURCHASE


The SELLER is the sole owner of the object of the purchase:

Catering vehicle Mercedes

Inventory number	Chassis number	Engine number	Operating hours meter	Year of manufacture
4340631	WDB9702781L585722	90091300911715	15322	2011

The SELLER has expressly pointed out to the PURCHASER that the object of the purchase is not yet registered for public transport (i.e. no certificate of conformity is available) and is not in conformity with current standards (including but not limited to emission standards). The PURCHASER represents that it has informed itself about all disadvantages resulting therefrom (including but not limited to a future refusal of the authority to register the vehicle) and shall hold harmless the SELLER from and against any disadvantages resulting therefrom.

II. PURCHASE PRICE and PAYMENT

- The object of the purchase shall be acquired as an object for the enterprise and the goods shall be taken to a Member State.
- The object of the purchase shall be taken to Airport Bratislava.
- The Purchaser's VAT No. is: 
- This is an intra-Community supply; exempt from tax according to Art. 6 (1) of the Austrian Value Added Tax Act [*Umsatzsteuergesetz/USzG*] in conjunction with Art. 7.
- **The net purchase price amounts to: EUR 33.150, --**
- A "Declaration regarding the transport of goods from one EU Member State to another" and a "Special Power of Attorney" (incl. a copy of the passport / ID card of the person collecting the goods) must be presented upon collection.

The SELLER shall issue an invoice within 5 (five) working days from the entry into force of this agreement. The buyer undertakes to pay the seller the purchase price within 5 working days from the date of delivery of the invoice to the buyer.

The purchase price shall be transferred to the following bank account of the SELLER by the date of delivery of the object of the purchase in accordance with Clause VII:





The purchase price does not include transport costs or other ancillary costs.

III. RIGHT TO WITHHOLD

Complaints (also justified complaints) shall not entitle the PURCHASER to withhold the purchase price.

IV. LATE PAYMENT INTEREST

In the case of late payment the PURCHASER undertakes to pay interest at a rate of 12% annually. In addition, the PURCHASER undertakes to reimburse all collection costs incurred by the SELLER notwithstanding any additional claims for damages under Section 1333 (2) of the Austrian Civil Code [*Allgemeines Bürgerliches Gesetzbuch / ABGB*].

V. OFFSETTING

Any set-off of claims of the PURCHASER of whatever kind against claims of the SELLER shall be excluded.

VI. RETENTION OF TITLE

Notwithstanding the PURCHASER's right to refuse to take delivery as laid down in Clause VII the SELLER retains title to the object of the purchase until full payment of the purchase price and all costs and expenses. The object of the purchase may only be resold if the PURCHASER has been notified thereof timely in advance and has been advised the (business) name and exact business address of the second purchaser. In the case of a resale the purchase price claim shall be deemed assigned to the SELLER and the SELLER shall be entitled to notify the third-party debtor of the assignment at any time. In the case of several accounts receivable by the SELLER from the PURCHASER payments from the PURCHASER shall be primarily assigned to those accounts receivable by the SELLER which are not or no longer secured through a retention of title or any other security. The Parties agree that claiming retention of title shall constitute no rescission of the Contract unless the SELLER rescinds the Contract expressly.

VII. DELIVERY

Delivery shall be taken of the object of the purchase upon agreement and after payment of the invoice.

The place of delivery is Flughafen Wien Aktiengesellschaft [FWAG] Vienna Airport, Schwechat. The purchaser will take over the subject of the purchase within 10 working days from the crediting of the purchase price to the seller's account.

Upon delivery and/or in the case of default in acceptance risk and accident as well as all benefits of possession shall pass to the PURCHASER.

The SELLER may refuse delivery of the object of the purchase until full payment has been made by the PURCHASER.

VIII. BEARING OF THE RISK OF TRANSPORT

The PURCHASER shall bear the risk of transport.

IX. NON-OBSERVANCE OF DELIVERY DEADLINES

Minor delays in delivery of up to one week shall be accepted by the PURCHASER without the PURCHASER being entitled to damages or to rescind the Contract.

X. DEFAULT IN ACCEPTANCE

In the case of a default in acceptance on the part of the PURCHASER the SELLER shall have the right to store the object of the purchase, for which a storage fee of EUR 100 excl. VAT per started calendar day may be charged. At the same time the SELLER shall be entitled to either insist on performance of the Contract or to rescind the Contract after having granted a reasonable grace period and to realise the object of the purchase otherwise.

XI. WARRANTIES

The SELLER assumes no warranty for the object of the purchase. The PURCHASER has inspected the object of the purchase at the time the Contract is signed and acknowledges and accepts that the object of the purchase has defects.

XII. DAMAGES

The SELLER shall not be liable for slight negligence, except for personal injuries. The PURCHASER must prove that the SELLER acted with gross negligence.

Claims for damages shall become time-barred six (6) months after the damage and the party who caused the damage have become known and in any case one (1) year after delivery.

XIII. PLACE OF PERFORMANCE

The place of performance shall be the registered office of the SELLER.

XIV. SERVICE OF DOCUMENTS

1. The Parties agree to deliver documents containing legally significant facts under this Contract to each other by post, in the form of a registered mail, unless otherwise specified in this Contract. For the purposes of this Contract, a document containing legally significant facts shall be a withdrawal from the Contract, a notice of termination, the delivery of an invoice, a request for a correct invoice, a demand for payment.
2. For the purposes of service by post, the addresses of the registered offices or places of business of the Parties, or their correspondence addresses, as specified in the heading of this Contract, shall be used, unless the addressee of the document has notified the sending Party of a new address of the registered office or a place of business, or another new address for the service of documents. In case of any change of address for service of documents under this Contract, the Party concerned undertakes to inform the other Party in writing without delay of the change of address or contact details; in such case, the new address duly notified to the Party prior to the dispatch of the document shall prevail for the purpose of service. The sending Party shall not be liable for any legal consequences arising from failure of the notification obligation of the addressee in accordance with this paragraph of the Contract.
3. In case of delivery by post, the consignment shall be deemed as delivered on the date of its delivery to the address specified in par. 2 hereof.
4. The day on which the consignment is understood as delivered shall be the day on which the Party to whom the consignment is addressed refuses to collect such consignment or the third working day from the date of commencement of the period for collection of the consignment at the post office.
5. In case of other methods of delivery (delivery by sending e-mail), which do not involve a legal act and serve only for the purpose of speeding up the mutual communication of the Parties hereto, a document shall be deemed as delivered by printing out a confirmation of sending of the fax message from the sender's technical equipment or by displaying a message of sending the e-mail on the sender's technical equipment. The following documents are excluded to be addressed and delivered in this way (i.e. with application of the fiction of delivery):
 - (i) documents containing the expressions of intent of the Parties referred to in par. 1 of this Article of the Contract;
 - (ii) other documents which are intended to produce legal effects on the part of the addressee (i.e. to create, modify or cancel rights or obligations);

these documents must be served duly.

XV. FINAL PROVISIONS

Modifications of or amendments to this Contract shall be made in writing in order to be effective; this shall also apply to a waiver thereof. No side agreements exist.

If any provision of this Contract is ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In that case the Parties shall replace the invalid provision by that effective provision which comes as close as possible to the business purpose of the invalid provision.

This Contract is executed in 4 (four) identical counterparts and each Party hereto shall receive two counterparts. The costs of execution of this Contract and any costs for legal advice sought in connection therewith shall be borne by the relevant Party itself.

The Parties to this Contract declare that they are fully competent to conclude this Contract, that conclusion of this Contract is not conditioned by a consent of third persons or fulfilment of any other conditions.

For all disputes arising out of this Contract the Parties agree on exclusive jurisdiction of the court in 1010 Vienna having jurisdiction over the subject matter. This Agreement shall be subject to Austrian law; the rules of conflict of laws shall be excluded.

Bratislava, Date

Ing. Dušan Novota

Chairman of the Board of Directors

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

Ing. Juraj Vágner

Member of the Board of Directors

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

Vienna Airport, Date

Flughafen Wien Aktiengesellschaft [FWAG]