

CONDITIONS OF USE

INCLUDING AIRPORT CHARGES

Table of Contents

1.	Definitions of Terms and Interpretation	4
2.	Prague Airport description	5
3.	Conditions	5
4.	Airport Charges.....	9
5.	Incentives.....	11
6.	Payment terms	11
7.	Sanctions	15
8.	Final provisions.....	17

Preamble**Whereas**

- (A) Letiště Praha, a. s. as an operator of Praha/Ruzyně Airport (also called as Václav Havel Airport Prague) wishes to lay down clear basic conditions of use of the Praha/Ruzyně Airport,
- (B) issuing such conditions shall contribute to greater legal certainty between Letiště Praha, a. s. and users of Praha/Ruzyně Airport,

following Conditions of Use including Airport Charges for Praha/Ruzyně Airport contained in this booklet has been issued:

1. DEFINITIONS OF TERMS AND INTERPETATION

1.1 The below mentioned terms of these Conditions of Use shall bear the meaning as defined in this Paragraph 1.1 and shall be capitalized in all cases:

1.1.1 „**Conditions of Use**“ are understood these Conditions of Use issued by the Airport Operator.

1.1.2 „**Airport Operator**“ is understood Letiště Praha, a. s. with its Registered Office at Prague 6, K letišti 1019/6, Post Code 161 00, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 14003, Registration No.: 282 44 532, Tax Identification No.: CZ699003361 as the operator of Praha/Ruzyně Airport.

1.1.3 „**Prague Airport**“ is understood Praha/Ruzyně International Airport (also called as Václav Havel Airport Prague).

1.1.4 „**Airline**“ is understood any person using an aircraft being the operator of an aircraft and/or the owner of the aircraft or person who is entrusted in relation to an aircraft.

1.1.5 „**Price list**“ is understood the Price list of Airport Operator publicized on Airport Operator's websites www.prg.aero/b2b, containing the price for using Prague Airport in the form of individual airport charges and rules and regulations governing the Prague Airport's charge and incentive policies for relevant operational period. Airport Operator is entitled to change the Price list according to the relevant provisions of Act No. 49/1997 Coll., on Civil Aviation, as amended.

1.1.6 „**AIP**“ is understood the Aeronautical Information Publication of the Czech Republic publicized on the website of Air Navigation Services of the Czech Republic at http://lis.rlp.cz/ais_data/www_main_control/frm_cz_aip.htm.

1.1.7 „**MTOW**“ is understood the Maximum Takeoff Weight which is the maximum weight at which the pilot of the aircraft is allowed to attempt to take off, due to structural or other limits according to certified documentation.

1.1.8 „**Disabled Aircraft**“ is understood any aircraft incapable of movement by any standard means (under its own power or through the normal use of appropriate tow means) due to e.g. a RWY or TWY excursion where the aircraft has become bogged down, an excursion of the hard surface of RWY, TWY or apron, a brake system failure, a landing gear collapse or damage, an aircraft bogging down in mud or snow and other reasons, including aircraft accidents or incidents, which interfere with normal activities of Prague Airport.

1.2 Other terms, as they may be defined in the text of these Conditions of Use below, shall be in bold and introduced by words “hereinafter referred to as” and if the further reference is made to them in the text of the Conditions of Use, they shall be capitalized.

- 1.3** The singular form herein shall also refer to the plural and vice versa; the masculine form shall also refer to the feminine and neuter forms and vice versa; and the expressions referring to persons shall refer both to natural and legal persons and vice versa.

2. PRAGUE AIRPORT DESCRIPTION

2.1 Airport Facts

2.1.1 Geographical Coordinates of the Relative point of the Airport and its Location

- 50 06 03 N, 014 15 36 E (the WGS-84 system)

located on the axis of RWY 12/30: 1936 m from the threshold of runway 30

2.1.2 Distance and Direction of the Airport from the City of Prague

- 10 km in the direction 277° from Prague Centre

2.1.3 The Airport's altitude

- 380 m / 1247 ft

2.2 Runway System

2.2.1 Take-off and landing runways

- **RWY 06/24:** 3715 x 45 m equipped for CAT I and CAT III B operations (up to visibility 50 meters)
- **RWY 12/30:** 3250 x 45 m equipped for CAT I operations

2.2.2 More information about runway system, information on night flights restrictions and preferences on runway system can be found at Airport Operator's website www.prg.aero/b2b.

The complete and definitive description of Prague Airport is published on Airport Operator's website www.prg.aero/b2b.

3. CONDITIONS

The use of Prague Airport is subject to the following conditions:

3.1 General conditions.

3.1.1 Airline using Prague Airport is obliged to act according to the local flying restrictions and statements published in the **AIP**.

- 3.1.2 Airline using Prague Airport is obliged to act according to instructions, orders or directions of the Airport Operator which are published at Airport Operator's website www.prg.aero/b2b.
- 3.1.3 The relationship between Airport Operator and the Airline shall be governed exclusively by these Conditions of Use and the Main Agreement entered into on the basis of Airport Operator's consideration; the Airlines' or any other third person's conditions of use, terms and conditions, or any other document with a similar effect shall not apply. These Conditions of Use must be accepted in whole and may not be modified in the acceptance process.

3.2 Operational conditions.

3.2.1 Slots.

- (a) Prague Airport has the status of a coordinated airport (level 3).
- (b) For all flights and whatever their changes (except for flights during an emergency landing, flights related to the saving of a human life, and search and rescue flights) the slots for arrival and departure shall be requested from the airport coordinator before any planned flight, the Airline is obliged to request an airport slot from Slot Coordination Czech Republic (hereinafter referred to as the "**Slot Coordinator**"). The slot request (for new flight or flights, schedule changes, aircraft type changes) shall be sent in the form of SCR – Slot Clearance Request (according to IATA Standard Schedules Information Manual) and GCR (GCR message will be applied if the SCR message cannot be used).
- (c) The request shall be submitted at least 24 hours before the flight operation. Only slot confirmed by Slot Coordinator can guarantee the Airline that the Airport Operator will provide airport capacities at the times allocated for flight handling.
- (d) If the Airline makes a flight without a coordinator-confirmed slot, the flight will be deemed non-coordinated. The aircraft will be provided a stand, passengers will be allowed to get off and an Airport Operator's representative will inform the Airline or the plane captain, through a handling partner, that the flight is non-coordinated. Based on a suggestion from the airport coordinator, the Airport Operator may charge an extra fee for breach of co-ordination arrangements in compliance with AIP parts GEN 1.2.1.8.2 and 1.2.1.8.3.
- (e) More information about the slot system, information on consequences of breaching of **coordination mechanisms** can be found at Slot Coordinator's website www.slot-czech.cz.

3.2.2 Noise certificate.

- (a) The Airline is obliged to submit Noise Certificates of all Airlines' aircraft to the Airport Operator Data management Department in writing before launching operations.
- (b) Airport Operator accepts verified copy of Noise Certificate in accordance with ICAO principles Annex 16/1 and AIP part GEN 4.1.1.1.1.

- (c) If the Airline follows the so called “FLEXI MTOW concept” procedure defined in AIP part GEN 4.1.1.1.1.2, Airport Operator can also accept email files if delivered on time to the Airport Operator’s address: Letiště Praha, a. s. – Data management Department, K letišti 1019/6, 161 00 Prague 6, Ruzyně, e-mail: dtm@prg.aero.
- (d) Noise Certificate updates must be provided to the Airport Operator Data management Department immediately an update is issued.
- (e) Consequences of Noise Certificate submitting failure are defined in AIP part GEN 4.1.1.4.5.

3.2.3 Emission certificate.

- (a) The Airline is obliged to submit Emission Certificates of all Airlines’ aircraft to the Airport Operator Data management Department in writing before launching operations.
- (b) Airport Operator accepts verified copy of Emission Certificate in accordance with ICAO principles Annex 16 Volume II and AIP part GEN 4.1.1.6.1
- (c) Emission Certificate updates must be provided to the Airport Operator Data management Department immediately an update is issued.
- (d) Consequences of Emission Certificate submitting failure are defined in AIP part GEN 4.1.1.6.2.

3.2.4 Airport Charges and Payment Terms.

- (a) The system of Airport Charges and Payment Terms are defined in following Articles 4 and 5 of these Conditions of Use.
- (b) Any Airline is obliged to watch the system of Airport Charges and Payment Terms.

3.2.5 Data. Airline shall provide to Airport Operator the following data:

- (a) company name with all identification details,
- (b) address (street/house number, postal code, country),
- (c) tax number, VAT Reg. No. (obligatory for EU member states),
- (d) bank connection (bank name, bank country, account holder, bank account No., SWIFT),
- (e) contact information (contact person, telephone, mobile phone, fax, e-mail),
- (f) the Airline’s logo in „JPEG“ or vector formats to make sure that it is properly displayed in Prague Airport information system as well as on check-in and gate screens,
- (g) information about name of the handling agent with whom the Airline has signed the Standard Ground handling Agreement,

- (h) other information required by New Customer Data set-up Form sent by the Airport Operator to the Airline.

3.2.6 Air Operator Certificate.

- (a) The Airline is obliged to submit Air Operator Certificate to the Airport Operator Data management Department in writing before launching operations and all Air Operator Certificate updates immediately after they are issued.
- (b) Airport Operator accepts verified copy of Air Operator Certificate.
- (c) Consequences of Air Operator Certificate submitting failure are defined in Article 7 of these Conditions of Use.

3.2.7 Information about Financial Position.

- (a) The Airline is obliged to inform Airport Operator without delay about any changes in the financial position and performance which may affect its ability to fulfil obligations under these Conditions of Use and the Main Agreement entered into on the basis of Airport Operator's consideration.
- (b) The Airline is obliged to supply to the Airport Operator by request information regarding the Airline's financial condition, business and operations, especially financial statements giving a true and fair view of its financial condition and operations as at the end of and for the period in relation to which those financial statements were drawn up.

3.2.8 Compliance with International Sanctions.

- (a) The Airline represents and warrants that the Airline, any of its subsidiaries or, to the knowledge of the Airline, any beneficial owner, director, officer, agent, employee, affiliate, representative or sub-contractor is not an individual or entity, the subject or target of any sanctions administered or enforced by the Czech Republic (including, without limitation, under Act No. 69/2006 the Implementation of International Sanctions Act or Act No. 1/2023 the Sanction Act), the European Union, the United Nations Security Council, the United States or other relevant sanctions authority (collectively "**Sanctions**"). The Airline represents and warrants that any performance under hereof and the Main Agreement entered into on the basis of Airport Operator's consideration will not be in violation of any Sanctions.
- (b) The Airline shall promptly notify the Airport Operator if it becomes aware that any of these representations and warranties is or becomes untrue. Notwithstanding anything to the contrary, in the event that the Airport Operator discovers that any of Airline's representations and warranties is or becomes untrue, the Airport Operator shall be entitled to proceed according to Article 7 of these Conditions of Use.

3.3 Removal of Disabled Aircraft.

- 3.3.1 Should the Airline's aircraft occurs an incident at Prague Airport and becomes disabled and immobilized in the sense of the definition stated in Article 1 hereof, the Airport Operator and the Arline shall act according to (i) ICAO Airport Service Manual, Doc 9137 AN/898, Part 5 Removal of Disabled Aircraft (hereinafter referred to as “**ICAO Airport Service Manual**”), and (ii) Directive of Airport Operator No. LP-SM-011/2012 Disabled Aircraft Recovery at LKPR (hereinafter referred to as “**Directive of Airport Operator**”).
- 3.3.2 In case of any discrepancies between the wording of the ICAO Airport Service Manual and the Directive of Airport Operator, the wording of the Directive of Airport Operator shall prevail. The Directive of Airport Operator is available by the Airport Operator on request of the Airline.
- 3.3.3 Should the Airline's aircraft removal incident occurs, the Arline is obliged to cooperate with the Airport Operator and/or its designated coordinator and/or other relevant investigative authorities, follow the instructions of the Airport Operator, should the Airport Operator laid them down and remove its Disabled Aircraft in a timely and efficient manner in order to restore the operations at Prague Airport to the fullest extent as quickly as possible.

4. AIRPORT CHARGES

4.1 Any Airline operating at Prague Airport shall pay Airport Charges stated in the valid and effective Price list.

4.2 The following Airport Charges are payable to the Airport Operator:

4.2.1 Landing Charges

The landing charge shall be assessed and payable based on the MTOW as stated in the current Price list.

4.2.2 Aircraft Parking Charges

The charges for parking of aircraft shall be assessed and payable on the basis of the MTOW as stated in the current Price list.

4.2.3 Noise Charges

- (a) The charges for noise produced by the aircraft shall be assessed and payable based on the category of the aircraft according to Noise Certificate of each aircraft as stated in the current Price list.
- (b) Extra noise charge will be charged to the Airline which fails to submit one of the required documents for noise category calculation according to **AIP part GEN 4.1**.

4.2.4 Emission Charges

- (a) The charges for NOx emission (kg) produced by the aircraft in the LTO cycle (landing/take-off) shall be assessed and payable based on the emission certificates of individual engines as stated in the current Price list.
- (b) The aircraft with an MTOW in excess of 8, 618 kg is subject to the charge.
- (c) A clearly defined formula for calculating the NOx emission will be applied to the Airline which fails to submit the emission certificates of individual engines for emission calculation according to **AIP part GEN 4.1**.

4.2.5 Air bridge Charges

The charges for using the air bridge shall be assessed and payable according to the current Price list.

4.2.6 Bus Charge

The charge for bus service on the airfield shall be assessed and payable based on the number of rides as stated in the current Price list.

4.2.7 Passenger Charges

The charges for passengers shall be assessed and payable as stated in the current Price list.

4.2.8 Use of Check-in desk Charges

The charges for using the check-in desk shall be assessed and payable according to the current Price list.

4.2.9 Other Charges

Airport Operator reserves the right to collect other charges stated in the current Price list.

All charges mentioned in this Article above hereinafter referred individually as “**Airport Charge**” and together as “**Airport Charges**”.

In case of any discrepancies between Airport Charges stated in this Article and charges stated in the Price list, the charges stated in the Price list shall prevail.

5. INCENTIVES

5.1 Incentive scheme

The Airport Operator applies its Incentive scheme according to valid and effective Price list. The current valid and effective Price list is published at Airport Operator's website www.prg.aero/b2b.

6. PAYMENT TERMS

6.1 The Airline shall pay the appropriate Airport Charges to the Airport Operator as set out in the previous Paragraphs. The Airline shall also pay for any supplies, services or facilities provided to the Airline or to the aircraft at Prague Airport by or on behalf of the Airport Operator at the charges determined by the Airport Operator.

6.2 All Airport Charges referred to in these Conditions of Use shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the Airport Operator on demand and in any event before the aircraft departs from Prague Airport unless otherwise agreed between the Airline and the Airport Operator or unless otherwise provided in the terms for payment included in the invoice for such charges.

6.3 The Airline is obliged to provide the Airport Operator with all data necessary to count all Airport charges and for aviation operations statistics (MTOW, number of seats in the aircraft etc.)

6.4 The Airport Operator shall apply invoicing and payment terms as stated in the Main Agreement entered into on the basis of Airport Operator's consideration. Without any effect to the previously stated, the Airport Operator reserves the right to agree on a particular invoicing procedure with any Airline according to Paragraph 6.6 of these Conditions of Use.

6.5 All payments under these Conditions of Use shall be:

6.5.1 remitted to the account of the Airport Operator

(a) For CZK payments:

No. 801812025/2700 (IBAN CZ46 2700 0000 0008 0181 2025) with UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4, Czech Republic, SWIFT BACXCZPP.

For EUR payments:

No. 2052200409/2600 (IBAN CZ03 2600 0000 0020 5220 0409) with Citibank Europe plc, Bucharova 2641/14, 158 02 Praha 5, Czech Republic, SWIFT CITICZPX.

For USD payments:

No. 2052200302/2600 (IBAN CZ79 2600 0000 0020 5220 0302) with Citibank Europe plc, Bucharova 2641/14, 158 02 Praha 5, Czech Republic, SWIFT CITICZPX.

or

(b) as stated in the invoice issued by the Airport Operator. The account number stated in the invoice shall prevail.

6.5.2 executed in full and in due and timely manner without any deduction for any bank or other charges imposed or collected, which shall be on the Airport Operator's account. If any law or bank regulations require any tax or charge to be deducted before or from the payment, the amount shall be increased so that the payment made will be equal to the amount due to the Airport Operator as if no such tax or charge had been imposed.

6.6 Agreement on Invoicing, Bank Guarantee, Security Deposit and Advance Payments.

6.6.1 If the Airline:

- (i) intends to / or is running irregular operations at Prague Airport or,
- (ii) intends to / or is running regular operation at Prague Airport for more than two (2) months or,
- (iii) has been in breach of its duties to pay Airport Charges,

Airport Operator reserves the right:

- (i) to enter into Agreement on Invoicing regulating particular invoicing procedure with the Airline (hereinafter referred to as the "**Invoicing Agreement**"), or
- (ii) to require irrevocable bank guarantee (hereinafter referred to as the "**Bank Guarantee**"), or
- (iii) to require deposit money as security to be credited to the Airport Operator's bank account (hereinafter referred to as the "**Security Deposit**"), or
- (iv) to require advanced payments on Airport Charges.

6.6.2 **Bank Guarantee.** If the Airline decides to provide the Airport Operator with a Bank Guarantee, it shall be issued by a bank acceptable to the Airport Operator, in the form and substance satisfactory to the Airport Operator and in the amount set out in the Main Agreement entered into on the basis of Airport Operator's consideration. The wording of the Bank Guarantee must be approved by the Airport Operator in advance before its issuance. For this purpose, the Airport operator has right of refusal to such bank guarantee which does not comply or meet reasonable Airport Operator's requirements. The Airline shall provide the Airport

Operator with the Bank Guarantee in advance of the anticipated date of use of Prague Airport. The Airline shall keep the Bank Guarantee in force during the entire validity of the Main Agreement.

- 6.6.3 The Airport Operator is entitled to use the Bank Guarantee to cover any due or undue Airport Charges and/or penalties and/or interests and/or damages (whether material or immaterial) and/or expenses and/or other costs and claims unpaid by the Airline in full and/or in the due and/or timely manner (hereinafter referred to as the “**Use of Bank Guarantee**”). The Airport Operator will inform the Airline of any Use of the Bank Guarantee by notice sent to the Airline without unreasonable delay.
- 6.6.4 The Airline shall maintain required amount of the Bank Guarantee during validity of the Main Agreement. If the Airport Operator is forced to execute the Use of Bank Guarantee according to the Paragraph 6.6.3, the Airline shall provide the Airport Operator with amended Bank Guarantee in the amount reflecting the Use of Bank Guarantee and in the time stated in the announcement sent by the Airport Operator to the Airline.
- 6.6.5 Should the Airline increases/decreases volume of its operations at Prague Airport during validity of the Main Agreement, the Airport Operator is entitled to ask the Airline and the Airline is obliged to provide the Airport Operator within a specified time with new or amended existing Bank Guarantee in adequate amount, reflecting the increase/decrease of the volume of Airline’s operations, as stated in the announcement sent by the Airport Operator to the Airline.
- 6.6.6 **Security Deposit.** If the Airline decides to provide the Airport Operator with a Security Deposit, the Airline shall pay the Security Deposit to the Airport Operator in the amount stated in the Main Agreement entered into on the basis of Airport Operator's consideration. The Airline shall provide the Airport Operator with the Security Deposit in advance of the anticipated date of use of Prague Airport.
- 6.6.7 The Airport Operator is entitled to use the Security Deposit by drawing money out of the Security Deposit to cover any due or undue Airport Charges and/or penalties and/or interests and/or damages (whether material or immaterial) and/or expenses and/or other costs and claims unpaid by the Airline in full and/or in the due and/or timely manner (hereinafter referred to as the “**Use of Security Deposit**”). The Airport Operator will inform the Airline of any Use of the Security Deposit by notice sent to the Airline without unreasonable delay.
- 6.6.8 The Airline shall maintain required amount of the Security Deposit during operation of Airline at Prague Airport. If the Airport Operator is forced to execute the Use of Security Deposit according to the Paragraph 6.6.7, the Airline shall top up the Security Deposit by executing payment in the amount and in the time stated in the announcement sent by the Airport Operator to the Airline.
- 6.6.9 Should the Airline increases volume of its operations at Prague Airport during validity of the Main Agreement, the Airport Operator is entitled to ask the Airline and the Airline is obliged to increase the provided Security Deposit by executing payment in adequate amount, reflecting

the increase of volume of Airline´s operations, and in the time as stated in the announcement sent by the Airport Operator to the Airline. Should the Airline decreases volume of its operations at Prague Airport during validity of the Main Agreement, the Airport Operator is entitled to release an adequate amount of the Security Deposit, reflecting the decrease of volume of Airline´s operations.

- 6.6.10 The Airport Operator may decide to release the Security Deposit or the Bank Guarantee if the Airline has been performing its duties to pay Airport Charges for the last 12 months in due and timely manner.
- 6.6.11 The Airport Operator shall release the Security Deposit or the Bank Guarantee after the set off the Security Deposit or the Bank Guarantee to cover all claims unpaid by the Airline in full and/or in the due and/or timely manner and the Airline terminates its operations at Prague Airport.
- 6.6.12 **Advance payments on Airport Charges.** If the Airline and the Airport Operator agree on advance payments on Airport Charges or if the Airport Operator requires advance payments on Airport Charges pursuant to this Conditions of Use, the Airline shall pay the Airport Operator advanced payments on the Airport charges in the sum, on the date and with identification pursuant to pro forma invoices issued by the Airport Operator (hereinafter referred to as the “**Advance Payment**”). Such pro forma invoice shall be issued by Airport Operator in CZK/EUR/USD currency including all applicable Airport Charges and shall be paid under the terms of relevant pro forma invoice. The Airport Operator shall issue and deliver the pro forma - invoice to the Airline Operator in advance so that the Airline can make the Advance Payment before the anticipated date of use of Prague Airport. The Advance Payment shall be credited to the Airport Operator’s bank account in advance of the anticipated date of use of Prague Airport by the Airline.
- 6.6.13 The Airport Operator shall issue and deliver to the Airline an invoice for Airport Charges after completion of all traffic data from the previous calendar month. The Airport Operator shall deduct the sum of Advance Payments from the total sum of invoiced Airport charges to settle all due or undue Airport charges according to this Paragraph.
- 6.6.14 At the end of each month the Airport Operator shall summarize and deduct all due or undue Airport Charges to be paid pursuant to invoices for services provided by the Airport Operator in the relevant month and issued by the Airport Operator according to the Paragraph 6.6.13 of these Conditions of Use and all Advance Payments received in the relevant month. Should the total amount of Advance Payments be lower than total amount of Airport Chagres to be paid pursuant to invoices issued by the Airport Operator (hereinafter referred to as the “**Underpayment**”), the Airline shall make payment in the amount of the Underpayment to the Airport pursuant to the invoice issued by the Airport Operator. Should the total amount of Advance Payments be higher than total amount of Airport Chagres to be paid pursuant to invoices issued by the Airport Operator (hereinafter referred to as the “**Overpayment**”), the Airport Operator can reduce the amount of the subsequent Advance Payment by the amount of the Overpayment.

- 6.7** All charges or sums payable to the Airport Operator are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 6.8** Any invoice issued by the Airport Operator pursuant to this Conditions of Use and the Main Agreement entered into on the basis of Airport Operator's consideration must meet requirements of a tax document in accordance with valid legal regulations and must contain factually correct information in relation to provided services.
- 6.9** The Airline shall have 10 days after receipt of the invoice to assess whether or not it (and its attachments, where applicable) was issued correctly, i.e., in accordance with valid legal regulations and/or with factually correct information in relation to provided services. If not, then within the above time limit the Airline shall return the invoice to the Airport Operator with a request for correction. In such a case the Airline is obliged to provide the Airport Operator with supporting documentation proving the invoicing error in question (e.g., Load Messages (LDM), noise certificate and other relevant documents). The Airport Operator shall then assess the Airline's request without undue delay and inform the Airline accordingly. In the event the invoice was issued incorrectly, its return by the Airline to the Airport Operator shall interrupt the due date until a duly corrected invoice is delivered, at which time a new due date shall commence. On the contrary, in the event the invoice was issued correctly, then its return to the Airport Operator shall not interrupt the due date. Should the aforementioned 10-day period expires in vain, the invoice shall be deemed to be issued correctly, unless proven otherwise.
- 6.10** Invoices under this Conditions of Use may be issued in paper or in electronic form, in which case they shall be sent to the e-mail address specified by the Airline in the Main Agreement entered into on the basis of Airport Operator's consideration or to an e-mail address provided by the Airline.
- 6.11** All sums due which are not paid on the due date shall bear interest at the daily rate of 0,05 % from the date when such sums were due until the date of payment (both dates inclusive).
- 6.12** The Airline shall not without the express written consent of the Airport Operator be entitled to any claim it may have against the Airport Operator or otherwise to make any set off against or deduction from the charges provided to the Airport Operator pursuant to these Conditions of Use. The Airline must pay such charges in full pending resolution of any such claim.

7. SANCTIONS

7.1 Payment Failure and Provision of Bank Guarantee Failure.

- 7.1.1** If any payment of any Airport Charges and/or any Security Deposit payments under these Conditions of Use are outstanding or not remitted in full and/or if the Airline fails to provide the Airport Operator with Bank Guarantee and/or any of its required amendments under these Conditions of Use, the Airport Operator is entitled to collect all unpaid Airport Charges in cash or by debit/credit card before the departure/arrival of each flight.

7.1.2 Without affecting Paragraph 7.1.1 hereof and in connection therewith, if the Airline is not capable of paying all appropriate outstanding Airport Charges or meet other payment obligations under the Conditions of Use, the Airport Operator is entitled to refuse providing services, provided by the Airport Operator as an operator of Prague Airport, especially opening check-in desks, allocating gates, connecting, or detaching bridges etc.

7.2 Noise Certificate Submitting Failure.

If the Airline fails to submit the Noise Certificate of its aircraft before launching operations at Prague Airport or fails to submit any of the Noise Certificate updates immediately after their issuance, the Airport Operator will apply the rule stated in AIP part GEN 4.1.1.4.5.

7.3 Emission Certificate Submitting Failure.

If the Airline fails to submit Emission Certificate of individual engines of its aircraft before launching operations at Prague Airport or fails to submit any of the Emission Certificate updates immediately after their issuance, the Airport Operator will apply the rule stated in AIP part GEN 4.1.1.6.2.

7.4 Air Operator Certificate Submitting Failure.

If the Airline fails to submit the Air Operator Certificate before launching operations at Prague Airport, the Airport Operator shall charge all Airport Charges including VAT pursuant to the legal regulations valid in the Czech Republic.

7.5 Information about Financial Position Submitting Failure.

If the Airline fails to inform the Airport Operator about changes in financial position and performance which may affect its ability to fulfil obligations under these Conditions of Use, or if the Airline fails to supply to the Airport Operator by request information regarding the Airline's financial condition, business and operations, the Airport Operator is entitled to refuse providing services, provided by the Airport Operator as an operator of Prague Airport, especially opening check-in desks, allocating gates, connecting, or detaching bridges etc.

7.6 Information on non-compliance with International Sanctions Submitting Failure. Non-compliance with International Sanctions.

If the Airline fails to inform the Airport Operator about the fact that any of the representations and warranties under the clause 3.2.8 hereof is or becomes untrue or if the Airport Operator discovers that any of the Airline's statements under the clause 3.2.8 is or becomes untrue, the Airport Operator is entitled to refuse providing services, provided by the Airport Operator as an operator of Prague Airport, especially opening check-in desks, allocating gates, connecting, or detaching bridges etc.

8. FINAL PROVISIONS

- 8.1** Binding nature. Airlines, persons entering Prague Airport, persons executing their operation at Prague Airport or persons participating in operation of Prague Airport shall obey the rules of these Conditions of use as well as any other approvals and/or permits and/or regulations and/or orders issued by the Airport Operator under these Conditions of Use or under legal regulations.
- 8.2** Amendments, Supplements, Changes and Notification. Airport Operator has the right to change, amend or supplement these Conditions of Use at any time. Such Change, Amendment or Supplement shall be made in advance and published on the Airport Operator's website www.prg.aero/b2b at least 10 days before such Change, Amendment or Supplement becomes effective.
- 8.3** Data Protection. Airport Operator undertakes to comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**").
- 8.3.1 Airport Operator processes personal data when providing services/assistance to passengers who are disabled persons or persons with reduced mobility at Prague Airport, based on and in accordance with the Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air. [Airport Operator is obliged to process these personal data to meet its legal obligation under Article 6 (1) (c) of the Regulation].
- 8.3.2 Airport Operator undertakes to ensure technically and organizationally the processing of personal data in such a way that personal data are adequately protected and handled in accordance with the Regulation.
- 8.3.3 Airport Operator undertakes to accept and continuously monitor and control the measures necessary to ensure the protection of personal data, in particular against unauthorized or accidental access to personal data, alteration, destruction or loss, unauthorized transmission, unauthorized processing or other misuse of personal data.
- 8.4** Code of Ethics. The Airline declares that it has reviewed and commits to adhere to the Prague Airport Operator's Business Partner Code of Ethics published on the website www.prg.aero/ekop (hereinafter referred to as the "**Code**"). The Airline undertakes to adhere to the Code within the scope of performance hereof and the Main Agreement entered into on the basis of Airport Operator's consideration. The Parties have agreed that the Airport Operator shall be entitled to verify the compliance with Airline's obligations under the Code. The Airline agrees to provide the Airport Operator with assistance as may be required for such verification, including on-site verification. Notwithstanding anything to the contrary, if the Airline fails to provide such assistance or if the Airport Operator discovers any material breach of the Airline's obligations under this Paragraph, the Airport Operator reserves the right to deprive the Airline of its right to receive incentives according to current valid and effective Price list (based on the programmes which the Airline has currently qualified for and/or which it is enrolled in automatically).

- 8.5** Limitation of damages. Subject to the provisions of Section 2898 of the Act No. 89/2012 Coll., Civil Code, as amended and with respect to all circumstances connected to the Airline's operation at Prague Airport, Airport Operator shall be liable for damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is at Prague Airport, arising or resulting directly from act, omission, neglect or default on the part of the Airport Operator up to the amount of USD 1 500 000. This amount shall be the total maximum amount of predictable damage that might occur to the Airline. If the Airline has entered into the Standard Ground Handling Agreement with the Airport Operator, the provision of this Paragraph 8.5 shall not be applied and the limit of liability stated in the Standard Ground Handling Agreement shall be applied.

The Parties hereby agree that Airport Operator shall not be liable towards Airline for any force majeure events or circumstances beyond the control of the Airport Operator, such as e.g. delays arising from the airport's operations, and further for any reason of special, indirect, incidental or consequential damages, such as lost revenues, lost profits or loss of prospective economic advantage, resulting from any performance, delay or failure to perform under these Conditions of Use or Main Agreement entered into on the basis of Airport Operator's consideration.

- 8.6** Non-material harm. The Airline shall indemnify the Airport Operator for any non-material harm incurred to the Airport Operator by breaching the obligation of the Airline under these Conditions of Use and/or in relation thereto.
- 8.7** Infringement of the Conditions of Use. Airlines and other persons executing their operation or participating in the operation of Prague Airport violating these Conditions of Use or any other national regulations or regulations issued by the Airport Operator or any of orders given by the Airport Operator may be expelled from Prague Airport and may also be prosecuted.
- 8.8** Governing Law. These Conditions of Use and all rights and obligations resulting from these Conditions of Use shall be governed by Czech law, in particular by the Act No. 89/2012 Coll., Civil Code, as amended.
- 8.9** Place of Settlement and Jurisdiction. Place of settlement and jurisdiction for commitments and any legal disputes arising from these Conditions of Use is, within the meaning of the provision of Section 89a of Act No. 99/1963 Coll., Rules of Civil Procedure, as amended, the Airport Operator's general court for decision.
- 8.10** Environmental Management System (EMS). In order to prevent pollution of and damage to the environment and with respect to the Airport Operator's efforts to introduce EMS at Prague Airport, the Airline shall be obliged to refrain from such activities that might directly or indirectly cause damage or represent a threat to individual elements of the environment (e.g. soil, bedrock, water, air, climate, landscape, ecosystems) and shall be unconditionally obliged to observe all Client's instructions relating to the introduction of EMS.
- 8.11** State Administration Bodies. Airport Operator has the right to inform appropriate Aviation Authorities and other relevant authorities on any infringement of the Conditions of Use under Paragraph 8.7 and on any due payments of the Airline.
- 8.12** The Airline shall not assign, transfer, pledge or set off any rights or duties stemming from these Conditions of Use or incurred in connection with them without the prior written consent of the Airport Operator. The

Airport Operator is entitled to unilaterally set off any of its receivables stemming from these Conditions of Use or incurred in connection with them, including uncertain or vague receivables.

- 8.13** The Airline, as an entity against which the rights of the Airport Operator as the creditor according to this Conditions of Use are subject to the statutory bar, hereby expressly declares that the length of the statutory bar of the rights of the creditor resulting from this Conditions of Use is extended to fifteen (15) years.
- 8.14** If the Airline shall pay any amount of money from which the interests are paid, the Airline expressly agrees that in such cases the interest payments on interests can be required.
- 8.15** The Parties agree that Section 1765 and Section 1766 of the Civil Code shall not apply to these Conditions of Use or Main Agreement in respect to the Airline. The Airline hereby assumes the risk of change to the circumstances and the occurrence of unforeseen events.
- 8.16** The Parties agree that no Security deposit, or any other payment under these Conditions of use or Main Agreement, shall be considered as assurance (in Czech “závdavek”) according to Section 1808 et seq. of the Civil Code. The Parties hereby additionally agree that the Airline is not entitled to any interests from any Security deposit or any other advance payment.
- 8.17** The Parties agree that Section 1933 Paragraph 1 of the Civil Code shall not apply to these Conditions of Use or Main Agreement. Airport Operator is entitled to settle the outstanding obligations of the Airline in order as Airport Operator decides.
- 8.18** The Parties agree that Section 1805 Paragraph 2 (delay in exercising of rights), Section 1936 (acceptance of third party payments), Section 1799 and Section 1800 (contracts of adhesion) of the Civil Code shall not apply to these Conditions of Use or the Main Agreement.
- 8.19** The Effective Date. Pursuant to Paragraph 8.2, any changed, amended or supplemented version of these Conditions of Use shall become effective at the earliest 10 days after being published on the Airport Operator’s website www.prg.aero/b2b.