

Cost centre code: 6656340

Project code:

CAPEX ID:

FRAMEWORK SERVICE AGREEMENT

This framework service agreement (hereinafter: “**Framework Agreement**”) was entered into at the place and on the date specified below, by and between

Budapest Airport Budapest Liszt Ferenc Nemzetközi Repülőtér Üzemeltető Zártkörűen Működő Részvénytársaság (the company’s abbreviated name: Budapest Airport Zrt.; registered office 1185 Budapest, BUD Nemzetközi Repülőtér; company registration number: 01-10-044665; court of registration keeping records of the company: Court of Registration of the Budapest Metropolitan Court; tax number: 12724163-4-44; Group VAT ID: 17781145-5-44; bank account number: 10402142-49574953-56571080 (K&H) as client (hereinafter: “**Client**”)

and

[...] (registered office: [...]; company registration number: [...]; court of registration keeping records of the company: [...]; tax number: [...]; Community tax number: [...]; bank account number: [...]; represented by: [...]) as contractor (hereinafter: “**Contractor**”)

(Client and Contractor hereinafter collectively: **Parties**) at the place and on the day specified below, with the following terms and conditions.

ANTECEDENTS

- (A) On [...] January 2017 the Client announced – pursuant to point b) of section (1) of Article 112 of Part Three of Act CXLI of 2015 on Public Procurement – a public procurement procedure aimed at concluding a framework agreement on the subject of “*Budapest Airport Zrt. Airfield pavement joint replacement works 2017-2019 - Framework Service Contract*” (hereinafter: **public procurement procedure**).
- (B) On [...] 2017 the Contractor submitted its tender for the assignments specified in subsection 1.1. Having reviewed and evaluated the tenders received, the Client found the tender submitted by the Contractor to be valid and the most advantageous among the ones received, declaring it to be the winning Tender. In view of the provisions set out in Article 131 (2) of the PPA the Parties specify the elements of the winning tenders evaluated on the basis of the contract award criteria:

Award criterion	Element of bid
Net bid price	
Does the tenderer undertake to make sure that the manufacturer of the poly-sulphide-based 2-component sealant provides on-site technological support by delegating one technician during the execution period in at least 10 % of the time of each phase of execution (yes/no):	
The length in months of the project management expertise of the project manager named in the section on the tenderer’s capability (M/2) in the execution of concrete pavements in projects exceeding at least 60 months	

- (C) In exchange for the amounts payable by the Client to the Contractor and in line with the mutual commitments laid down in this Framework Agreement the Parties enter into the following agreement with a view to the outcome of the public procurement procedure and in accordance with the provisions laid down in Article 131 of the PPA. The Public Procurement Documentation and the Contractor's winning tender are attached to this Framework Agreement as Annex 1 and Annex 2, respectively.

THE PARTIES AGREE AS DETAILED BELOW:

Words and expressions capitalised in the Framework Agreement shall be interpreted as follows:

PPA shall mean Act CXLIII of 2015 on Public Procurement;

Public Procurement Document shall mean any and all documents referred to in Article 3 (21) of the PPA, produced in the context of the public procurement procedure;

Supplementary Work construction and installation works considered by the Client as necessary but not covered by the Public Procurement Documents (Article 6:244 (2) of the Civil Code);

Civil Code shall mean Act V of 2013 on the Civil Code of;

Airport shall mean Budapest Ferihegy International Airport and all buildings, facilities along with any other engineering structures whether on or below ground;

Airport Rules shall mean the regulation issued by the Client and approved by the Hungarian Aviation Authority pursuant to Article 50/A (2) of Act XCVII of 1995 on Air Traffic, as amended from time to time and as disclosed by the Client among the Public Procurement Documents, whose prevailing version is accessible at www.bud.hu. The Contractor acknowledges that pursuant to Article 228 of Act 2012 any breach of the provisions set out in the Airport Rules shall qualify as a contravention.

Additional work shall mean construction and installation works comprised in the Public Procurement Documents underlying the contract but not or not adequately covered by the Contractor's Tender along with work required for suitability for proper use (Article 6:244 (1) of the Civil Code), that are to be carried out by the Contractor as activities covered by the Fee;

EU Regulations shall mean laws and other regulations introduced by the European Union – including its binding regulations on aviation - that must be met by the works to be carried out by the Contractor;

Force Majeure event shall refer to the events described in Section 17.

1. THE SUBJECT OF THE FRAMEWORK AGREEMENT

- 1.1 The subject of this Framework Agreement is defined as *Budapest Airport Zrt. Airfield pavement joint replacement works during the period 2017-2019 (execution)* in the event that direct order / single contract following the submission of bids after consultation in writing is signed in Part 2 of the procedure governed by the Framework Agreement, in accordance with the technical description set out in Annex 1 and in the Contractor's proposal (Annex 2) as well as the relevant single order/single contract (hereinafter: **Assignment**). The Client intends to use output of the Assignment for the following purpose: improvement of the quality of the airport's paved surfaces.

- 1.2 The Contractor declares that in the course of a site visit it compared the contents of the documents referred to in subsection 1.1 to the actual site conditions. The Parties agree that the contractor's fee stipulated in the Framework Agreement covers the consideration for all activities required for the completion of the Assignment – as an ultimate functional objective – known at the time of signing the Framework Agreement, as specified in the technical description and the sample of the bill of quantities.
- 1.3 Regardless of any other provision hereof the Parties agree that together with the stipulations set out in the single order or single contract this Framework Agreement constitutes the entire agreement between the Parties according to which the Contractor is obliged to deliver the Assignment to the Client in Part 2 of the procedure covered by the Framework Agreement in a ready-to-use state and condition, in which it fully meets the requirements, parameters and specifications set out in the Public Procurement Documents and this Framework Agreement – and, in case such is signed, the single contract – within the completion time frames and in accordance with the purpose laid down in the single order or single contract issued by the Client, to which end the Contractor shall carry out and fulfil all necessary tasks and obligations.
- 1.4 In the course of the performance of this Framework Agreement and the single order/single contract Contractor shall comply with and fulfil the provisions set out in Hungarian national legislation and the regulations introduced by the European Union in force that are applicable on a mandatory basis, including regulations on fire and labour safety as well as security, and it shall forward and pay all notices and fees prescribed in such national legislation and EU Regulations. The Contractor shall make sure that the quality of the output of its work meets the requirements set out in this Framework Agreement concerning the construction materials to be used, the structure to be constructed as well as workmanship in regard to both materials and structure, and that the Contractor carries out the Assignment in accordance with the applicable Hungarian standards and regulations. The contractor shall obtain any and all required permits, authorisations, licences and approvals concerning any part or component of the work it will be required to carry out, factoring in the delivery times of the equipment and construction materials as well as the time required for the completion of the works. Moreover, the Contractor shall obtain, at its own cost and under its own responsibility, any and all additional permits, licences, consents, approvals and authorisations and conduct all permission procedures that will prove to be necessary for the construction, testing, commissioning, and operation of the works and the obtaining of the necessary permits, along with any other permits as may be required for the performance of this Framework Agreement. The Contractor shall continuously cooperate and conduct preliminary consultations with the Client and any person designated for this purpose by the Client in relation to the permission/authorisation/licensing procedures and the necessary permits/authorisations/licences.
- 1.5 The Contractor is aware of the fact that since the Client operates an international commercial airport and the subject of this Framework Agreement is related to the operation of the Airport, any breach of the provisions laid down in this Framework Agreement may result in substantial damage or loss for the Client and/or third persons, including potential disruption of air traffic as the case may be. The Contractor declares that it understands and acknowledges the point made by the Client in this Section.

2. PART 2 OF THE PROCEDURE GOVERNED BY THE FRAMEWORK AGREEMENT

- 2.1 Performance of the Assignment may be ordered in two ways:
- a) if the consideration payable for all elements of the assignment that are intended to be ordered by the Client is included in the priced bill of quantities (included in

- Annex 2) submitted by the Contractor, by way of a direct order [point a) of section (1) of Article 105 of the PPA];
- b) if the priced bill of quantities submitted by the Contractor (included in Annex 2), does not include the consideration payable for all elements of the assignment that are intended to be ordered by the Client or certain contractual conditions or technical requirements, by concluding a contract following written consultation between the Parties [point c) of section (1) of Article 105 of the PPA].

The Client will make its choice of the methods described in Article 105 (1) a) and c) of the PPA depending on whether each of the lines of the priced bill of quantities presented in Annex 2 matches those of the (unpriced) bill of quantities contained in the order concerned. In case any of the lines of the bill of quantities does not have its equivalent in the priced bill of quantities, the Client proposes written consultation with the Contractor.

- 2.2 In case a direct order is placed as specified in point a) of section (1) of Article 105 of the PPA, the Client shall place the order directly with the Contractor regarding the subject of the order concerned, as detailed below.

The Client shall place its single order by filling out the form attached to this Framework Agreement under Annex 3 and then sending it by fax to the Contractor's fax number [...] or e-mail address [...].

Orders – confirmed by the signature(s) of the person(s) authorised to sign for and on behalf of the Client – may be placed on behalf of the Client's Procurement Department by Anita Pintér (fixed-line telephone: +36-1-296-6045; fax: +36-1-296-7696; mobile: +36-20-519-7001; e-mail: anita.pinter@bud.hu), until otherwise notified.

An order shall be regarded as having been delivered on the day and at the time specified in the confirmation of receipt of the fax message or in the e-mail message when it is sent. The Contractor shall confirm its receipt and acceptance of the order within 72 (seventy two) hours of receipt by e-mail or fax. After the dispatch of the confirmation the Client will regard the order as accepted; without confirmation the Contractor shall not be entitled, nor obliged, to perform.

- 2.3 Written consultation may only take place concerning terms or conditions not included in the priced bill of quantities comprised in Annex 2, i.e. if there is a need for the performance of any task or work item whose unit price cannot be identified in the sample bill of quantities, or concerning certain contractual conditions or technical requirements that are not included in this Framework Agreement in their entirety.

The aim of the written consultation is to have the Contractor submit a proposal of terms and conditions equivalent to or more favourable for the Client than those set out in the Framework Agreement.

In its invitation to consultation the Client will call on the Contractor to supplement its proposal submitted in the public procurement procedure aimed at concluding the Framework Agreement, specifying the items and considerations with regard to which the Contractor is expected to supplement its proposal. The invitation to consultation shall contain the data and terms and conditions pertaining to the subject of the given work item, with the proviso that in regard to the bid price the unpriced bill of quantities issued as part of the invitation to the consultation in relation to the given procurement shall be priced.

In the course of the written consultation the Contractor shall make a proposal of terms and conditions equivalent to or more favourable for the Client than those laid down in the Framework Agreement; the proposal made in the course of the written consultation shall remain binding on the Contractor until the end of the time limit specified in the invitation to the consultation. The Client shall notify the Contractor of its acceptance or rejection of the proposal made by the latter in the course of the written consultation.

Upon its acceptance of the proposal the Client shall sign a single contract with the Contractor. A sample of the single contract is contained in Annex 4. The content of the single contract shall not be contrary to the content of this Framework Agreement, the invitation to consultation and the relevant documentation, or the public procurement documents. No terms and conditions laid down in the Framework Agreement may be modified in the course of the written consultation. The single contracts shall stipulate a single fixed fee.

- 2.4 To avoid any misunderstanding the Parties stipulate that after the effective date of this Contract the Client will not be obliged to place a specific order with the Contractor for every single one of the work phases set out in the technical description comprised in Annex 1 (i.e., it shall not have to sign a specific contract or order work from the Contractor by way of a direct order). If the Client places fewer specific orders with the Contractor than what is specified in the technical description, the Contractor shall not be entitled to enforce any claim against the Client. That is, this Framework Agreement creates no obligation for the Client to place orders and the Client shall not be bound to any minimum volume to be ordered either.

3. CONTRACTOR'S FEE AND BUDGET

- 3.1 In exchange for the completion of the Assignment the Contractor shall be entitled to a contractor's fee (hereinafter: **Fee**). In the case of a direct order the Fee shall be specified in the priced bill of quantities attached hereto in Annex 2, providing that the order concerned shall set out the items and quantities derived from the priced bill of quantities for the given specific assignment. In the case of written consultation, however, the amount of the Fee shall be specified in the single contract to be signed between the Parties, with a view also to the unit prices listed in the Annex attached to the Framework Agreement.
- 3.2 The Client declares that it disposes over the financial coverage for the Fee.
- 3.3 The Parties agree that the Fee covers all costs and expenditures of the Contractor (including, *inter alia*, the fee payable for its subcontractors, if any, along with the duties payable for any necessary authority permitting procedures, the fees payable for administrative services, and any other relevant costs).
- 3.4 During the term of this Framework Agreement the Contractor shall not, under any circumstances, be entitled to unilaterally modify the content of the priced bill of quantities attached hereto in Annex 2 (that is, the Fee).
- 3.5 To avoid any misunderstanding the Parties agree that in relation to the completion of the Assignment ordered/set out in a single contract concluded in Part 2 of the procedure covered by the framework agreement the amount of any fine charged by any competent authority in relation to any failure on the part of the Contractor shall be payable by the Contractor. The Fee – as a lump sum flat-rate price – shall be the consideration for the proper, flawless and complete performance of the Assignment. The Fee shall cover/include all costs relating to the execution of all mobilisation and temporary auxiliary facilities required for the performance of the works to be carried out

by the Contractor, all costs of mobilisation and demobilisation, any and all fees, duties, customs duties relating to the Contractor's activities, the costs of shipping and packaging of the required materials and equipment, those entailed by the relevant guarantee and warranty obligations, compensations for any damage or loss caused, as well as any extra cost that may result from EUR and HUF exchange rate fluctuations. Under this Framework Agreement the Contractor commits to carry out the task that is the subject of the Framework Agreement completely, professionally, in perfect quality, without any defect or deficiency, to deadline, including any and all items that are not expressly prescribed but are, according to customary professional practices, shall be included in the flawless execution of the Assignment.

- 3.6 The Contractor shall not be entitled to modify the Fee or claim settlement of extra costs on any account, except for the consideration payable for any Supplementary Work ordered by the Client in writing. The Client shall be entitled to order Supplementary Work in the scope of the works required for the due and proper performance of the Contractor's work performances relating to the Assignment ordered/specified in the contract concluded in Part 2 of the procedure covered by the framework agreement.
- 3.7 Accounts for Supplementary Works shall be settled on the basis of the unit prices specified in the Contractor's bid (Annex 2); the Contractor shall carry out Supplementary Works ordered by the Client in writing, at the unit prices specified therein. The Contractor understands and agrees that in case the Client finds it necessary to order Supplementary Work but the rates applicable to the type of work, technology or materials to be applied or used in the course of the Supplementary Work are not contained in the Contractor's bid and the Parties cannot come to an agreement concerning the fees payable for the Supplementary Work, the Client shall be entitled to order, at its sole discretion, the necessary supplementary work from a third person. The Contractor shall be obliged to collaborate with such third person commissioned by the Client to carry out supplementary works and shall permit such third person to enter the construction site. To avoid any misunderstanding the Parties stipulate that the Contractor shall be obliged to carry out Additional Work as well, and shall not be entitled to extra fees other than the Fee, for the performance of such Additional Work, apart from any cost incurred by the Contractor in relation to such Additional Work that was not foreseeable at the time of the conclusion of this Framework Agreement.
- 3.8 The Client may stipulate in Part 2 of the procedure covered by the framework agreement that a reserve budget be put in place (hereinafter: **Reserve Budget**) in an amount equalling 10 % of the total Fee to make sure that in case it turns out that there is a need for Supplementary Work and such work is ordered, there is no need for amendments to this Contract or for conducting a public procurement procedure. The Reserve Budget shall be an amount in addition to the Contractor's Fee. The amount of the Reserve Budget shall cover the costs of any supplementary work necessitated by technical considerations and ordered by the Client in writing, and it may only be used in the way of consideration for works required for the completion and for the proper and safe use of such construction projects as specified in Article 20 (3) of Government Decree 322/2015. (X. 30.). The Client shall have an exclusive right to dispose over the Reserve Budget.

The Reserve Budget may be used for financing items not included in the itemised schedule of works and costs, provided the following conditions are met. The Contractor may submit to the Client's construction project manager specified in section 5.7 its written request for funding from the Reserve Budget. All decisions on spending from the Reserve Budget shall be made in writing by the Client based on its construction project manager's written proposal, complete with justification, in which the construction project manager must include a detailed discussion of the technical,

professional and/or any other (e.g. changes in the applicable statutory regulations, regulations and/or instructions issued by competent authorities) reasons and considerations that – in the opinion of the construction project manager – fully confirm that the criteria for spending from the Reserve Budget are met beyond doubt and at the same time substantiate the necessity of the performance of the works in question. Moreover, the proposal shall demonstrate that the Contractor executes such works in exchange for consideration of a value that can be technically validated and is justified.

The consideration for the work to be recognised in the accounts to the debit of the Reserve Budget shall be calculated on the basis of the unit prices specified in the itemised schedule of works and costs attached to this Contract, provided the content of the supplementary work concerned is fully identical with the work associated with the item concerned, as specified in the itemised schedule of works and costs. In case the itemised schedule of works and costs does not include a unit price that could be applied to the given supplementary work, the Contractor must work out a unit price analysis and have it approved by the Client.

4. COVENANTS CONCERNING THE PREPARATION OF DOCUMENTATION

- 4.1 In relation to the performance of the Assignment ordered/specified in a single contract concluded in Part 2 of the procedure covered by the framework agreement the Contractor shall provide for obtaining any official permits, authorisations or licences as may be necessary on the basis of the documents referred to in subsection 1.1. The Parties agree that the execution work as per the Assignment affected by the individual order / single contract may only be commenced in the on-site presence of the professional undertaken to be provided with the capabilities specified in section M/2 of the Contract Notice. The Parties agree that any delay in the performance of the Assignment as a consequence of late arrival of the professional undertaken to be provided with the capabilities specified in section M/2 of the Contract Notice on site shall qualify as delay for which the Contractor is responsible. Furthermore, the Parties agree that if the Contractor undertook to provide such a professional in its bid submitted in the course of the public procurement procedure, the manufacturer of the poly-sulphide-based 2-component sealant provides on-site technological support by delegating one technician during the execution period of the Assignment affected by the individual order / single contract in at least 10 % (ten percent) of the time of each phase of execution, when execution is commenced. The Parties also agree that the execution work may only be performed on the basis of the time schedule and materials to use consulted with and approved in writing by the Client.
- 4.2 Furthermore, in regard to the completion of the Assignment ordered/specified in a single contract concluded in Part 2 of the procedure covered by the Framework Agreement, and by the time of technical handover of each phase as per the Assignment, the Contractor shall also prepare the documentations pertaining to the respective work phase(s) listed in subsection 7.5, as they are among the prerequisites for technical handover.

The Contractor shall provide the entire handover / as-built documentation (quality clearance documents and certification documents of the materials used and those built in), in 3 (three) hard copies and 2 (two) digital copies on CD, not later than the completion of technical handover of the given work phase. In the digital copies the Contractor shall present the drawings in dwg or dxf format while the textual sections shall be furnished in doc or pdf format.

- 4.3 In performing the Assignment ordered/specified in a single contract concluded in Part 2 of the procedure covered by the Framework Agreement the Contractor shall fully

observe and comply with the provisions set out in Article 13 of Act XXXI of 1996 and other relevant pieces of legislation concerning performance certification. Since the absence of performance declarations pertaining to the construction products to be built in may block the successful completion of authority procedures or the obtaining of required permits, the Contractor shall furnish the Client with duplicates of the performance declarations pertaining to the construction products to be built in during the performance of the Assignment, at the time prescribed by the Client, to enable the latter to review and – in case the Client takes care of the required permitting procedures – submit them to the competent authorities. The Contractor shall bear full liability to pay compensation for any damage or loss suffered by the Client as a consequence of the Contractor's breach of the stipulations set forth in this subsection.

5. HANDOVER OF THE WORKSITE

- 5.1 The Parties agree that in the course of the performance of the Assignment ordered/specified in a single contract concluded in Part 2 of the procedure covered by the Framework Agreement the Client shall hand over the worksite of a given work phase to the Contractor in the framework of a handover procedure no later than 5 (five) days prior to the time of commencement of the given work phase expected by the Client. The handover procedure shall be recorded in a protocol in which the physical condition of the existing facility/facilities and its/their equipment as well as the locations and condition of the public utility installations shall be recorded.
- 5.2 Based on the Client's written approval the Contractor shall set up any necessary material storage facilities in the worksite. The Contractor shall provide for the guarding of materials and equipment kept at/on the worksite. The Contractor shall, within 5 (five) days of the technical delivery and acceptance procedure of the Assignment ordered/specified in a single contract or the discontinuation of the Framework Agreement by notice of termination, remove its mobilisation facilities and equipment from the worksite and shall return possession of the mobilisation area to the Client in the same condition as in which it was before the Contractor took it over. Within this time frame the Contractor shall also hand over to the Client any and all documentation, other data, materials, things etc. made available for the Contractor by the Client and/or any third person to enable the performance of the Assignment.
- 5.3 In the event that the Contractor or any subcontractor in a contractual relationship with the Contractor causes any damage to the worksite or to any other area in the Client's possession deliberately or by negligence – including any damage that may originate from shortcomings in the security guarding function – the Contractor shall bear and compensate for such damage. In case of an incident entailing damage occurring in the worksite, the Contractor shall furnish the Client with a written report concerning the incident within 8 (eight) hours of its occurrence.
- 5.4 Installations for energy supply and other public utility services shall be put in place by the Contractor. Consumption requirements of energy-, water- etc. shall be met by the Client, to the extent it can supply them, at its own cost. Where no point of supply of electricity, water, etc. is available, the Contractor shall ensure them at its own cost.
- 5.5 Before the commencement of the work the Contractor shall separate the worksite in accordance with the Client's requirements.
- 5.6 If more than one contractors are performing their activities simultaneously at any point in time on the worksite, the Client shall provide for the conditions and requisites for the performance of work in an economical, speedy and coordinated way while the contractors concerned shall coordinate their activities, i.e. the Contractor shall organise

and perform its own activities in a way that will not interfere with or damage the work of other contractors and that work performed in the same site does not jeopardise the interests of any of the parties concerned.

- 5.7 For the duration of the execution of the Assignment the Client shall, at its own expense, appoint a person exercising and performing its supervisory rights and obligations under this Framework Agreement (construction project manager). The construction project manager shall be, during the period of execution of the Assignment, the Client's contact person appointed to take care of communication with the Contractor in regard to the coordination of the execution of the Assignment. Accordingly, declarations made by the construction project manager regarding issues in connection with coordination shall be equivalent with those made by the Client.

6. CONSTRUCTION LOG

- 6.1 From the takeover of the worksite onwards, the Contractor shall keep a paper-based construction log, setting out, in chronological order, the relevant data of construction, implementation and installation activities along with all of the relevant and material facts pertaining to the progress, conformity and documents of the work as well as those required for accounting and settlement. The Contractor shall provide for the obtaining and opening of the log and for keeping it continuously up-to-date, at its own expense and responsibility. The construction log shall be regarded as one that has been opened when it is signed and dated by the responsible construction project manager appointed by the Client. Should the opening of the construction log be prevented by delay or failure on the part of the Client, the Contractor shall notify this to the Client in writing, calling the Client to remedy its failure.
- 6.2 The Parties shall record entries in the construction log to inform one another of any emergency situations, facts, and circumstances – affecting construction impacting or jeopardising contractual performance of their obligations – of which they become aware.
- 6.3 The construction log shall be opened upon the Contractor's takeover of the worksite and closed upon the completion of the Assignment. The opening and closure of the construction log shall be confirmed by the respective construction project managers of both Parties with their signatures.
- 6.4 The construction log shall be kept in Hungarian and English, in one original and a duplicate copy, the latter of which shall belong to the Client.
- 6.5 The construction log shall be kept throughout the period of performance of the Assignment at the worksite, at an accessible place, from which place it may only be removed during the work in order to be used in official or judicial procedures or proceedings, during which entries shall be made on separate sheets which shall subsequently be enclosed to the construction log.
- 6.6 The Client may give instructions to the Contractor concerning the performance of construction and implementation activities in the construction log. If an instruction given by the Client results in extra costs being incurred on the part of the Contractor, the latter shall notify this in a written notice to the Client within 3 (three) working days. Without such written notice any extra cost incurred in relation to the Client's instruction shall be borne by the Contractor and shall not be charged on to the Client.
- 6.7 The construction log shall be made up of a title page, registry sheets with serial numbers and IDs, along with a section of pages identified by a continuous series of

page numbers. Entries shall be recorded in the construction log in a way that they cannot be unnoticeably modified or removed subsequently. The log shall be kept continuously updated. Observance of and compliance with the format requirements set out in this subsection shall be part of the Contractor's obligations and responsibilities.

- 6.8 The Contractor shall make sure that a construction project manager with adequate professional qualifications, with an authorisation to record entries in the construction log, is continuously present at the worksite. Only the construction project manager may make entries in the construction log.
- 6.9 On commencement of the works, both the Client and the Contractor shall name their respective on-site representatives, whose names shall be entered in the construction log. Whenever these two individuals express different opinions, the log entries shall clearly show their respective standpoints.
- 6.10 The on-site representatives shall not be authorised to modify this Contract or conclude an agreement that may affect the provisions hereof.
- 6.11 Should a log entry entail or necessitate any amendment to the Contract (in terms of financial conditions, deadlines, supplementary work etc.), then the Contractor shall immediately – within a maximum of 5 (five) working days – propose negotiations. The Contractor shall only be entitled to deviate from the Contract by a contract amendment resulting from the negotiations.
- 6.12 In the absence of a contract amendment no supplementary work shall be carried out and no changes to financial terms and conditions or completion dates shall be made.

7. HANDOVER AND PERFORMANCE CERTIFICATION

- 7.1 The completion date for execution shall be specified in Part 2 of the procedure covered by the Framework Agreement in the individual order placed by the Client or in the single contract.
- 7.2 The procedure of the handover of the work and/or service constituting the subject of the Assignment shall be recorded in a technical handover protocol.
- 7.3 In view of the provisions set out in section (1) of Article 135 of the PPA the Client shall issue a written declaration of its recognition of the performance of the Assignment (performance certificate) or of its refusal to recognise the same, within 15 (fifteen) days of the commencement of the delivery and acceptance procedure. Moreover, in the case specified in subsection 9.1. b) the Client shall issue partial performance certificates. The persons authorised to sign the notification of completion, the performance certificate, and the technical delivery and acceptance protocol include:
- For and on behalf of the Client (until otherwise notified): [...] (landline telephone [...]; fax: [...]; mobile telephone [...]; email address: [...])
 - For and on behalf of the Contractor (until otherwise notified): [...] (landline telephone number [...]; fax: [...]; mobile telephone [...]; email address: [...]).
- 7.4 The Client shall accept delivery ahead of the scheduled date but this shall not affect the payment schedule determined by the Parties.
- 7.5 The prerequisites for technical handover shall include the handover of all documents that prove performance in accordance with the Contract's terms and conditions and

that can be regarded as relating to the operation of the facility, including in particular the following, depending on the nature of the facility concerned:

- duplicate copy of the closed construction log;
- as-built plan and the related contractor's declarations;
- material quality certificates;
- equivalency declaration in the case of substituted materials
- statement of compliance made by the representative of the manufacturer of the material;
- guarantee letters and quality clearance documents;
- measurement protocols.

7.6 The Parties agree that in case of any qualitative, quantitative, or technical discrepancy the Client shall not be obliged to accept the result of the completion of the Assignment. In such a case the Contractor shall continue to be obliged to perform its contractual obligations properly and as specified in the contract notwithstanding its obligation to pay the default penalty set out in this Framework Agreement and to bear any additional cost that might be incurred.

7.7 Responsibility for the assignment and the works and the risk of damage shall, from the date of the Client's acceptance and confirmation of acceptance of the direct order or the effective date of the single contract, be borne by the Contractor. The risk of damage and the Contractor's responsibility for supervising the assignment and the works shall come to an end on the day of the Client's issuance of the performance certificate. From the day of the issuance of the performance certificate the risk of damage and the responsibility shall pass on to the Client. Until the transfer of the risk of damage the Contractor shall bear any loss or damage in its assets, materials and the object of the Assignment which no one can be obliged to compensate for under the relevant provisions of the Civil Code. To avoid any misunderstanding the Parties agree that the Contractor shall handle, transport, assemble, and commission equipment and construction materials in the scope of its own responsibility and at its own risk until the date of the issuance of the performance certificate.

7.8 The procedure of returning the worksite to the Client after technical handover shall also be recorded by the Parties in a protocol. The fact of the hand-back of the site may also be recorded in the technical handover protocol.

8. PENALTY FOR LATE PERFORMANCE AND PENALTY FOR NON-PERFORMANCE

8.1 The Parties agree that in case the Contractor fails to meet any of the completion dates relating to the performance of the Assignment specified in this Framework Agreement or in Part 2 of the procedure covered by the Framework Agreement, the Client's individual order or in any of the single contracts signed between the parties – including, in particular, the completion dates of the various work phases set out in the technical description comprised in Annex 1 and the final completion date applying to the complete Assignment that is the subject of the given order / single contract – it shall pay a penalty, as specified in Article 6:186 of the Civil Code, to the Client (hereinafter: **Penalty for Late Performance**). The rate of the Penalty for Late Performance shall equal 0.5 % (zero point five percent) of the Fee payable for the Assignment, calculated without value added tax, for each started day beyond the respective completion date, but not more than 10 % (ten percent) of the total fee pertaining to the Assignment, calculated without the reserve budget and value added tax. Once the amount of the Penalty for Late Performance reaches the maximum ratio specified in this subsection as a consequence of delay in the Contractor's performance, the Client shall have the right to terminate the agreement concluded in Part 2 of the procedure covered by the Framework Agreement concerning the performance of the assignment and claim

penalty for non-performance from the Contractor. Upon termination of the agreement the Client and the Contractor shall settle accounts between themselves as of the date of the communication of termination.

- 8.2 The Parties agree that in case the Contractor fails to furnish the weekly progress reports or if it provided such reports with incomplete content for any reason within its scope of control, it shall pay a penalty to the Client in an amount of EUR 100 (one hundred EUR) / occasion as specified in Article 6: 186 of the Civil Code.
- 8.3 Deviating from the provisions in section 9.9 hereof, the Client shall be entitled to add the penalty detailed in sections 8.1 and 8.2 to the amount of the Fee without the Contractor's consent.
- 8.4 Should the Contract fail to be performed on account of the Contractor's attributable conduct or its refusal to perform or when performance becomes impossible or is substantially delayed as referred to in the above Section 8.1, the Contractor shall pay a non-performance penalty in an amount equalling 10 % (that is, ten percent) of the total net contractor's fee calculated without the reserve budget and value added tax (hereinafter: **Penalty for Non-Performance**) and compensate the Client for any loss or damage – including damage or loss as specified in Article 6:141 of the Civil Code – suffered by the latter in excess of the amount of the non-performance penalty, in accordance with the general rules of civil law. The amount of Default Penalty already paid or fallen due shall be imputed in the amount of the non-performance penalty.
- 8.5 The Client's rights set forth in the above subsections 8.1-8.4 shall not prejudice the Client's rights under any other legal regulation in the case of the Contractor's breach of contract (including, *inter alia*, the right to claim damages). Acceptance of performance shall not constitute the Client's waiver of its right to claim penalty for late performance.

9. TERMS OF PAYMENT

- 9.1 The Parties agree that the Contractor shall be entitled to issue invoices for the Assignment specified in Part 2 of the procedure covered by the framework agreement (hereinafter: **Invoice**) as detailed below:
- a) The Client offers the option to the Contractor for accessing an advance amount if the conditions specified in section (7) of Article 135 of the PPA exist, at a rate of 5 % (five percent) of the Fee payable for the Assignment as per the given order / single contract, calculated without the reserve budget and value added tax. The advance amount shall be paid by the Client within a maximum of 15 (fifteen) days of the handover of the worksite. The advance amount shall be imputed in the amount of the first partial invoice.
 - b) The Contractor shall be entitled to issue a partial invoice once a month by the 30th (thirtieth) day following the confirmation of an individual order / signing of a single contract, for the complete work phase carried out in accordance with the relevant contractual terms and conditions, for an amount corresponding the completed works of execution, providing that the aggregate sum of the partial invoices shall not exceed 80 % (eighty percent) of the Fee calculated without the reserve budget and value added tax.
 - c) The Contractor shall be entitled to issue one final invoice for the remaining amount [equalling at least 20 % (twenty percent) of the Fee calculated without the reserve budget and value added tax], after the execution works completed in the framework of the Assignment, and after the works performed and charged against

the Reserve Budget (if any), subsequently to their full contractual completion, as certified by the Client (following the issuance of the performance certificate).

- 9.2 Regardless of technical handover the final invoice may only be issued when the Contractor has completed all repairs and missing works required to remedy any defect in its performance and this fact has been certified by the Client's representative.
- 9.3 The amount of consideration payable for performance shall be paid by the Client on the basis of the invoice issued after certified performance, by bank transfer, in EUR.
- 9.4 The provisions set out in Article 36/A of Act XCII of 2003 on the Rules of Taxation ("**Taxation Act**") shall, in the course of the issuance and settlement of the invoice, be applied to both the Contractor and its subcontractor. The Client advises the Contractor that in the case of each and every service contract concluded in relation to the performance of the Assignment the person making payment must inform the subcontractor in writing – in the subcontracting agreement – of the fact that the contract concluded between them [the Contractor and the subcontractor] as well as payment in the event that the contract is performed shall fall under the scope of the provisions of Article 36/A of the Taxation Act.

The Client calls the attention of the Contractor to the fact that failure to provide such information to subcontractors shall entail sanctions as provided by the Taxation Act.

- 9.5 The amount specified in the Invoice properly issued by the Contractor in line with the provisions of this Contract shall be payable within thirty (30) days of the day on which the Invoice is received. The Contractor shall indicate the following invoicing address on its Invoice: 1185 Budapest, BUD Nemzetközi Repülőtér. The Contractor shall specify in its Invoice its tax number (Community tax number), along with the order number specified by the Client when certifying the Contractor's performance (BR number) and the cost centre, along with the Client's tax number (12724163-4-44) and group VAT ID (17781145-5-44) . A duplicate copy of the (partial) certificate of performance issued by the Client shall be attached to the Invoice. In case the Invoice is issued in any way not in line with the provisions set out in the Contract or the statutory regulations in force at the time of the issuance of the Invoice, or if the procurement order number is not shown in the Invoice, the Client will return the invoice, in which case the Client shall, of course not be regarded as having missed the due date for payment of such Invoice. Payments shall be effected by bank transfers to the Contractor's bank account stated in its Invoice. The date of financial performance shall be the day on which the amount concerned is debited to the Client's bank account.
- 9.6 In case any amount actually due and payable under this Framework Agreement is paid beyond the due date, the Contractor shall be entitled to a default interest on the basis of the amount paid beyond the due date, for the days between the due date and the day on which payment is made, at a rate prescribed in the Civil Code.
- 9.7 The Invoice shall be paid pursuant to Article 135 (1)-(3) and (5)-(6) of the PPA and Article 6:130 (1)-(2) of the Civil Code, or, in case the winning tenderer engages a subcontractor or subcontractors in its performance, pursuant to Article 135 (3) of the PPA instead of the provisions set out in Article 6:130 (1)-(2) of the Civil Code, in observance of the provisions laid down in Articles 30-32 and Article 32/A Government Decree 322/2015. (X. 30.) on the detailed rules on the public procurement of construction projects (works) and the design and engineering services relating to works.

- 9.8 A Contractor shall
- a) not pay or recognise in relation to the performance of the Framework Agreement any cost incurred in relation to an enterprise not meeting the criteria set out in Article 62 (1) k) ka)-kb) of the PPA or that can be subtracted from the Contractor's taxable income;
 - b) make available for the Client's review its ownership structure during the whole of the period of its performance of the Contract and immediately notify the Client of any and all transactions specified in Article 143 (3) of the PPA.
- 9.9 The Parties agree that in the event that any debt, recognised by the Parties arises, on the part of either the Client or the Contractor, approved in writing by the persons specified in subsection 7.3 hereof, following the effective date of this Framework Agreement, such – mutual debts – shall be settled between the Parties by way of offsetting. Further prerequisites for mutual offsetting include that the criteria set out in Articles 6:49-6:51 of the Civil Code are met (so that offsetting is not ruled out by money debt, due date or specific other legislation) and that the representatives identified in subsection 7.3 hereof exactly specify the invoices and – in case such has been made – the claimed amounts of default interest which are to be settled by offsetting.

10. WARRANTY, GUARANTEE

- 10.1 The Contractor guarantees that its performance of the Assignment will not violate any right of any third person. Should any third person make any claim in relation to the subject of this Framework Agreement or file an action against the Client on account of any violation of its rights, the Contractor shall support the Client and if it is interpleaded by the Client, it shall accept such interpleader and join the action as an intervening party, as well as reimburse all of the Client's costs stemming from this.
- 10.2 In regard to the works it will have carried out under this Framework Agreement the Contractor provides a guarantee [Article 6:171 (1) of the Civil Code] of
- a) 60 (sixty) months for joints filled with cold-mix joint sealant,
 - b) 36 (thirty six) months for all other works comprised in the Assignment, following the date of the performance certificate (**Guarantee Period**).
- 10.3 It shall be the Contractor's responsibility to make sure that it remedies, by repair or replacement, any deficiency or defect in any part of the work it has carried out, occurring during the Guarantee Period as a consequence of the following:
- defective materials, poor workmanship or wrong design; or
 - any act or omission on the part of the Contractor during the Guarantee Period.
- 10.4 The Contractor shall eliminate any deficiencies and rectify defects as quickly as possible. The Contractor will not be responsible for natural wear and tear (unless they have been caused by the Contractor's negligence), for any use other than the prescribed proper use, negligence, repairs and changes made to the Assignment without the Contractor's approval or any operation or maintenance that is not in line with the Contractor's guidelines and maintenance manual.
- 10.5 Should defect or damage occur in the Assignment for any of the reasons referred to in subsection 10.3, the Client shall immediately notify the defect or damage to the Contractor. The Contractor shall, immediately upon receipt of the Client's written notice – but in any way within not more than 72 (seventy two) hours – provide for the repairs or elimination of the defect or deficiency. In the course of the repair works the Contractor shall cooperate with the Client (or the tenant of the premises concerned) and minimise the interference with the Client's (or the tenant's) business operations.

- 10.6 The provisions set out in this subsection shall apply to all replacements and refurbishments carried out by the Contractor, as though the replacements and refurbishments were taken over on the day of their completion. Exceptions to this rule include replacements and refurbishments carried out in the course of planned maintenance. The Guarantee Period pertaining to Works affected by replacement or refurbishment shall be extended by the period specified in subsection 10.2 following the date of completion of the replacement or refurbishment.
- 10.7 In case the Contractor fails to repair or start to rectify defects or damage within the technically possible shortest period of time, the Client may carry out the work itself or have it carried out by another contractor – in a reasonable way – at the expense and risk of the Contractor. The Contractor shall bear no responsibility for such work but it shall be obliged to reimburse any cost and damage/loss incurred or suffered by the Client as a consequence of the Contractor's failure.
- 10.8 The provisions set out in this section 10 concerning guarantees shall not affect the Client's warranty rights provided for in the relevant and applicable statutory regulations. The warranty periods shall be extended in relation to repairs in accordance with the provisions set out in the applicable statutory regulations.
- 10.9 Regardless of the comprehensive insurance in place and the undertaking of guarantees, in the case of any damage being done to public utility facilities enabling the operation of the Airport (high and low voltage cables, sewage ducts, cables/pipelines) as a consequence of any reason attributable to the Contractor, besides its obligation to immediately provide for the restoring of the damaged facility, it shall also carry out damage control activities and pay compensation to the Client.
- 10.10 Immediately upon the acceptance and confirmation of acceptance of the direct order dispatched or simultaneously with the execution of the single contract in Part 2 of the procedure covered by the Framework Agreement, the Contractor shall furnish the Client with an unconditional and irrevocable performance guarantee, along with a guarantee for the warranty period at the time of the signing of the handover protocol pertaining to the Assignment specified in Part 2 of the procedure covered by the Framework Agreement. The security may be provided in the form specified in Article 134 (6) a) of the PPA, providing that the performance guarantee shall be valid up to the date of handover certifying proper performance, while the guarantee for the warranty period shall be valid during the Warranty Period. The amount of the security shall equal 5 % (five percent) of the Fee calculated net of the reserve budget and value added tax. The Client shall be entitled to settle its receivable from the security in case the Contractor fails to fulfil its obligations stemming from this Framework Agreement, the direct order dispatched or the single contract executed in Part 2 of the procedure covered by the Framework Agreement, including the guarantee obligations.

11. TERM OF, AMENDMENTS TO, AND TERMINATION OF THE FRAMEWORK AGREEMENT

- 11.1 The Framework Agreement shall enter into force when it is properly signed by the Parties' representatives.
- 11.2 The Parties execute the Framework Agreement for a definite period of time ending on 31 December 2019.
- 11.3 The framework agreement shall cease (upon the earlier of the following):
- the expiry of the time limit specified in subsection 11.2,

- upon the proper completion of all work phases specified in the technical description comprised in Annex 1.

In the event that upon the time limit referred to in subsection 11.2 the Assignment to be carried out under the Framework Agreement is still in progress, the Framework Agreement shall end when all of the Parties' rights and obligations relating to execution in progress have been exercised and fulfilled.

- 11.4 The Parties agree that the Framework Agreement may only be amended in writing in accordance with the provisions set out in Article 141 of the PPA and in the relevant implementing decrees.
- 11.5 Each Party shall be entitled to terminate the Framework Agreement and/or the contractual relationship established by way of a given Assignment during Part 2 of the procedure covered by the Framework Agreement, with immediate effect, by a written notice, upon any serious breach of contract on the part of the other Party. Such termination shall only be valid if accompanied by an explanation.

The Parties shall regard it as a material breach of contract if the Contractor seriously violates any of its material obligations under this Framework Agreement, repeatedly, despite the Client's instruction to terminate the breach, or if the Contractor fails to meet any deadline repeatedly despite the Client's reminder to keep to deadlines, or if the Contractor's conduct in any other way rules out continued cooperation.

The Parties shall regard it as a material breach of contract if the Contractor undertook in its bid that the manufacturer of the poly-sulphide-based 2-component sealant provides on-site technological support by delegating one technician during the execution period in at least 10 % of the time of each phase of execution and the Contractor fails to meet this obligation.

Moreover, the Parties shall regard it as a material breach of contract if during the term of this Framework Agreement the Contractor commits any of the following for any reason whatsoever, at least twice:

- a) refusing to accept and to confirm a direct order placed with it as specified in subsection 2.2 or refuses to accept an offer; and/or
- b) failure to make a proposal or to sign the single contract with the Client during the written consultation referred to in subsection 2.3, and/or
- c) inability to complete the Assignment in the wake of its acceptance of the direct order referred to in subsection 2.2 / signing of the single contract referred to in subsection 2.3.

- 11.6 In addition to the above, the general right to back out of a contract as specified in Article 6:249 of the Civil Code shall also apply to the termination of the contractual relationship established for a given Assignment during Part 2 of the procedure covered by the framework agreement, i.e. the Client shall be entitled to back out before the Contractor starts working on performing the Assignment. The Client shall not be obliged to justify the exercising of its right to back out, as specified in this Section. As a consequence of its backing out the Client shall only be obliged to pay any due but still outstanding part of the Contractor's Fee as well as the amounts payable for purpose-made products ordered with the Client's prior approval, as required for the works detailed in subsection 1.1 (after settlement of account), and its liability shall not exceed the amount of the outstanding Contractor's Fee. The Client shall be entitled to inspect any performances or orders intended to be settled and paid for under this Section, before the settlement of accounts and payment of the outstanding amount. In the case of backing out as specified in this Section the Contractor shall only be entitled to a

reasonable compensation certified by the Client, as incurred through performance up to the termination of the legal relationship.

- 11.7 The Client shall be entitled and/or obliged to terminate or back out of the Framework Agreement in the cases and under the terms and conditions specified in Article 143 of the PPA.
- 11.8 The Parties agree that upon the discontinuation, for any reason whatsoever, of this Framework Agreement they shall continue to cooperate even in relation to the termination hereof. To this end, within 1 (one) week of the termination of this Framework Agreement the Contractor shall furnish the Client with any and all documentation and/or other data, materials, things etc. made available for the Contractor by the Client and/or any third person to enable the performance of this Framework Agreement.

12. INSURANCE

- 12.1 The Client undertakes to conclude the so-called construction and erection all risk insurance (hereinafter: "C.A.R." or "E.A.R.") contract to cover the construction and erection works. Such insurance shall comprise coverage for damage to property as well as a third party liability insurance coverage. The "C.A.R." insurance shall cover works carried out during the term of this Framework Agreement along with any construction and erection works performed during the Guarantee Period. Since the Contractor(s) will be stated as insured(s) in the "C.A.R." policy, the Client reserves the right to charge a reasonable and proportionate part of the costs of the "C.A.R." insurance contract to the Contractor(s). Among other elements, the "C.A.R." contract shall comprise a supplement providing domestic consignment (cargo) insurance coverage.

The Client undertakes to conclude the combined insurance contract, providing property insurance coverage for the erection and implementation works, as well as a third party liability coverage for damage caused to third persons in relation to the projects.

The rate of the insurance premium charged on shall equal 0.0020 times the contractor's Fee to be applied in the contractual relationship established during Part 2 of the procedure covered by the Framework Agreement, calculated without the reserve budget and value added tax, covering the costs of both the property and the third party liability insurance coverage.

The amount of what is referred to as excess under the CAR insurance contract shall equal EUR 3,000, in the case of both property and third party liability damage cases. In the case of a claim event this amount shall be payable by the Contractor.

- 12.2 The Contractor shall conclude the following insurance contracts with the following conditions not later than by the time of the conclusion of this Framework Agreement:
- Employer liability insurance covering accidents involving its employees, with a minimum compensation limit of 30,000,000 HUF/claim or 100,000,000 HUF/year.
 - Mandatory motor third party liability insurance contract for its vehicles entering the area of the airport for any reason.
 - Property insurance covering plant and machinery as well as equipment concerning equipment, assets and machines used in the course of the construction works. The amount of insurance company shall equal the full replacement value of such assets.

The Contractor shall make sure that such contracts will be concluded by its subcontractors as well, throughout the entire chain of subcontractors.

- 12.3 The Contractor acknowledges and consents to the fact that the Client shall be entitled to invoice the "CAR" insurance premiums/(premium) to the Contractor, however it shall be entitled to do so only for the terms of the contractual relationships to be established during Part 2 of the procedure covered by the framework agreement. The Contractor shall transfer the invoiced amounts within 30 (thirty) days of the invoice date, to the Client's bank account number specified in the invoice.

Should the amount of the insurance premium fail to be credited to the above account by the deadline for payment, the Client shall be entitled to charge a default interest as provided for in the relevant applicable provisions of the Civil Code in force at the time.

Any protest concerning the invoices so issued may only be filed in writing, within a maximum of 30 (thirty) days of the issuance of the invoice concerned. The date of the filing of the complaint shall be that day on which the complaint is received by the Client's Invoicing and Claim Management Department.

The necessary adjustments shall be carried out by the Client in response to an accepted complaint in accordance with the relevant provisions of the VAT Act in force at the time.

A complaint must be sufficiently detailed, it shall contain all data change and relevant pieces of evidence. The filing of a complaint shall not exempt the Contractor from its obligation to pay the amount of the invoice less the contested amount by the original payment deadline and, in the case of late payment, from the obligation to pay default interest.

The Contractor shall be entitled to take over one copy of the cover certificate and to be informed of details concerning the C.A.R. insurance, its clauses as well as any exclusion contained in the insurance contract.

The Contractor shall immediately submit any claim for compensation based on the insurance coverage to the Client. The Client reserves the right to carry out the necessary administrative formalities and manage claim with the Insurer. Copies of any correspondence between the Contractor and the Insurer shall be forwarded to the Client.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Contractor shall pay any and all necessary royalties and licence fees and provide for the availability of any and all permits, agreements and licences concerning any and all intellectual property rights as may be necessary pertaining to the Assignment, materials incorporated in and procedures, processes and systems used in the course of the completion of the Assignment.
- 13.2 The contractor shall not incorporate or use any material, procedure, method system in the course of the completion of the Assignment that would entail the use or exercising of any such confidential information or intellectual property right to the use or exercising of which the neither the Contractor nor the Client has a right or that might lead to claims or litigation against the Client or the Contractor on the basis of any claim or action made or brought on account of the unauthorised use, piracy or exercising of any domestic or international patent, copyright or any other intellectual property right or the use of confidential information.

- 13.3 By signing this Framework Agreement the Contractor grants – in exchange for the contractor’s Fee – the Client unlimited and exclusive right to use the designs, works and copyright works the Contractor (its subcontractor, employee or third party providers etc.) shall have produced (“**Exclusive Licence to Use**”). Such Exclusive Licence to Use shall enable its holder to revise, work on (redesign), reproduce – in a physical and/or in an electronic form – and/or record in the form of images and copy, by computer or any other device onto electronic data carriers, of the designs, documents and other intellectual products created on the basis of this Framework Agreement (the “**Designs**”). On the basis of the Exclusive Licence to Use the Client and/or any third person designated by the Client, shall be entitled to use and/or revise the Designs. The Contractor shall grant no further rights or licences whatsoever to any person to use the Designs created under this Contract. Having completed the performance of this Framework Agreement the Contractor shall not be entitled to use the Designs. The Contractor shall make sure that neither the Contractor nor any third person has at present or will have in the future – without limitation in time, geographical area or otherwise – any copyright or any other right qualifying as intellectual property right concerning the Designs, that could, in any way or to any extent, restrict the Client in its exclusive right to use and utilise the intellectual products. The provisions set out in this Section shall not apply to authors’ rights the transfer of which is ruled out by any applicable statutory regulation. The consideration payable for the fulfilment of the obligation laid out in this section and for granting Exclusive Licence to Use is included in the contractor’s fee.
- 13.4 Upon any breach of the provisions set out in this Section the Contractor shall compensate the Client for any and all loss or damage suffered as a consequence of such breach. The Contractor’s proving that it did not, in itself, proceed unlawfully or that it proceeded in the way that can be generally expected of it in the given circumstances, shall not relieve the Contractor from its obligation to pay such compensation.

14. AIRPORT ACCESS REGULATION

- 14.1 In the course of its performance of this Assignment the Contractor shall observe and comply with the provisions set out in the Airport Rules. By signing this Framework Agreement the Contractor confirms that it has familiarised itself with the Airport Rules.
- 14.2 The Contractor acknowledges that individuals employed in the course of the implementation of the assignment shall undergo a preliminary security check and that the Client may prohibit the entry of any individual without having to provide an explanation.
- 14.3 The Client reserves the right to unilaterally modify any of the provisions comprised in the Airport Rules (including, *inter alia*, the regime of the issuance of the entry passes).
- 14.4 The Contractor’s access to the Airport shall be provided for by the Client, at the Contractor’s expense.

15. PROTECTION OF BUSINESS SECRETS

- 15.1 The Parties agree that each of them shall be obliged to treat this Framework Agreement, together with any information obtained in the course of or in relation to its performance as well as any and all information pertaining to the other Party – including information qualifying as the other Party’s know-how – not yet disclosed the other Party, the disclosure of which is not prescribed on a mandatory basis by any applicable statutory regulation and the disclosure of which would entail negative consequences concerning or might result in adverse views being taken of the other Party or any legal

entity that has a relationship with the other Party or might violate or jeopardise their economic interests, as business secrets (hereinafter: **Secret**).

- 15.2 The Parties agree that they shall, accordingly, keep all Secrets strictly confidential and shall not, without the other Party's prior written authorisation, disclose, communicate or make such Secrets accessible to any unauthorised persons during the term of this Framework Agreement or thereafter.
- 15.3 The Parties shall make sure that other persons having legal relationships with them (e.g. employees, business partners etc.) also treat the Secret as business secret, both during and after the term of this Framework Agreement.
- 15.4 The Parties agree that they shall continue to be bound by the secrecy obligation for an indefinite period of time after the last day of this legal relationship, regardless of the reason or cause for the termination of this Framework Agreement.

16. GOVERNING LAW, SETTLEMENT OF DISPUTES

- 16.1 The Parties agree that issues not regulated in this Framework Agreement shall be governed by Hungarian law, particularly the Civil Code, the PPA, and their respective implementing decrees.
- 16.2 To resolve any dispute stemming from or in relation to this Framework Agreement or its breach, termination, validity or interpretation, the Parties may turn to the regular court.

17. NOTICES, CONTACT PERSONS

- 17.1 The Parties agree that all written notices prescribed in this Framework Agreement shall – besides transmission in the form of e-mail messages – be posted to the addresses of the Parties' respective registered offices as may be changed from time to time. A notice posted to such an address by registered mail, with return receipt requested, shall be regarded as delivered on the third working day following the first attempt at delivery, even if according to the return receipt states that delivery failed because the addressee is unknown, moved to an unknown address, did not claim the delivery, or refused to accept the delivery.
- 17.2 The Parties agree that in regard to the Framework Agreement they shall communicate with each other through the following individuals:

Client's contact person until otherwise notified

concerning technical matters:

[..]

telephone: [..]

fax: [..]

e-mail: [..]

concerning commercial matters:

Anita Pintér

telephone: +36-1-296-6045

fax: +36-1-296-7696

e-mail: anita.pinter@bud.hu

Contractor's contact person until otherwise notified:

[..]

telephone: [..]

fax: [..]

e-mail: [..]

- 17.3 The Parties agree that each Party shall immediately share with the other Party any information of relevance to their mutual cooperation. If necessary such information shall be shared by notification in writing – in addition to communication by e-mail – in a

form enabling confirmation of receipt (in the case of postal delivery: by registered mail with return receipt requested; in the case of personal delivery: with certificate of receipt, showing at least the legible signature of the person accepting delivery and the date of delivery).

- 17.4 An entry recorded in the construction log as in accordance with the rules set out in this Framework Agreement to that effect shall be regarded by the Parties as equivalent to notices specified in this Section.

18. FORCE MAJEURE EVENTS

- 18.1 The Parties shall not be liable for failing to fulfil their obligations as a consequence of any unforeseeable and unavoidable external factor beyond their respective scopes of control (e.g. natural disaster, fire, explosion, war, blockade, act of terrorism), that is, a Force Majeure event. The Parties shall, however, immediately notify each other of such events in writing. In case the performance of the Assignment or Framework Agreement is delayed by such unavoidable external circumstances by more than sixty (60) days, either Party shall be entitled to back out of the contractual relationship pertaining to the given Assignment or the Framework Agreement. In this case each Party shall bear its own loss or damage and in other aspects the Parties shall use their best efforts to restore the original status.
- 18.2 In order for a Force Majeure event to be taken into account as a factor preventing the fulfilment of contractual obligations, the party being prevented from performing this Framework Agreement must notify the other Party in a written form about the occurrence of the above special circumstances. Such notification shall be made without undue delay, unless this is also impeded by the Force Majeure event. Such notice shall specify the expected length of the delay in performance, to the extent this can be estimated at the given point in time.
- 18.3 Upon the cessation or termination of the Force Majeure event, this shall be notified to the other Party in writing, along with – to the extent possible – the timing of the activities delayed by the special circumstances constituting the grounds for exemption.

19. ENVIRONMENTAL PROTECTION

- 19.1 Moreover, the Parties declare that the Contractor shall perform its activities in observance of and in compliance with the effective and relevant regulations on matters of environmental protection, labour protection, safety and hygiene. If and to the extent necessary, the Contractor shall provide for the delivery of adequate training for its own employees and its subcontractors as the case may be, on the basis of the effective and applicable statutory regulations and the regulations furnished by the Client. Any and all cost (including any fine) stemming from failure to observe or comply with such regulations shall be borne by the Contractor.
- 19.2 The Contractor shall keep the worksite it has been provided with in an as orderly and clean state and condition as permitted by the nature of the work and provide for the prevention of environment pollution as well as the circumstances for health and safety at work. The Contractor shall provide for adequate collection and removal of its waste output, keep the necessary records and fulfil the relevant data supply obligations.

The Contractor shall make arrangements for the removal of waste generated in the course of construction and implementation from the area of the Airport, and the Contractor shall also arrange for its depositing and neutralization in line with the relevant regulations. Any and all related costs shall be borne by the Contractor,

including those that may be incurred on the part of the Client as a consequence of failure to observe and comply with this provision (which the Client shall be entitled to subtract from the Fee). The Contractor shall be obliged to make available the document certifying deposition in line with the regulations to the Client.

- 19.3 The Contractor shall notify the Client in advance of any hazardous materials it intends to bring into the Airport area (particularly, substances prohibited or restricted by law as well as those turning into waste, emitted into the atmosphere, or discharged into wastewater in the course of the Contractor's operations). The Contractor acknowledges that the Client may restrict, prohibit, or make the use of certain dangerous substances subject to specific terms and conditions.
- 19.4 The Contractor shall keep the machines, equipment, and vehicles it will be using in such technical condition that will ensure – besides meeting high standards in the performance of the services it has undertaken to provide – compliance with the relevant and applicable environmental and labour safety requirements as well (with particular emphasis on noise emission, oil leaks, and air pollution). The Contractor acknowledges that the Client shall be entitled to prohibit or impose conditions on the use of machines, equipment, and vehicles falling short of adequate technical condition.
- 19.5 The Contractor shall notify the Client in advance of any and all of its activities entailing or potentially entailing wastewater discharge into the Client's sewage network or air pollutant emission. The Contractor acknowledges that the Client shall be entitled to restrict, prohibit or make such activities subject to specific conditions. The Contractor shall perform no activities entailing soil or groundwater pollution in the area of the Airport. Any cost (including all costs relating to remediation activities) stemming from breaching this provision shall be borne by the Contractor. The Contractor shall make it unconditionally possible for the Client to check its observance and compliance with the above provisions at any time. The Contractor acknowledges that in case of its failure to observe and comply with the above provisions the Client shall take the necessary actions at the Contractor's costs.
- 19.6 The Contractor shall observe and comply with the provisions set out in Annex 5.

20. MISCELLANEOUS PROVISIONS

- 20.1 The Contractor declares that it is in possession of all data required for the performance of all of its obligations under this Framework Agreement.
- 20.2 The Contractor undertakes to ensure performance in accordance with the technical content laid out in the Framework Agreement and its annexes, as well as the applicable standards in flawless quality.
- 20.3 To provide for quality assurance as specified in the standards that are applicable to the types of work the Contractor shall keep both its own activities and those of other persons involved in performance on a continuous basis.
- 20.4 Tools, equipment and auxiliary materials required for the works shall be supplied by the Contractor. The Contractor shall make sure that the quality of the materials, machines and equipment used meet the requirements laid out in the standards applied in the countries of production in a way that will fully satisfy Hungarian regulations on the protection of life, property, health, and labour.

- 20.5 In performing the Assignment the Contractor shall be liable for any loss or damage stemming from breaching the provisions set out in Act XCIII of 1993 on Labour Safety.
- 20.6 The Contractor shall continuously remove any contamination caused by construction from both the worksite and any third party area made use of during the performance of work. In case the Contractor fails to carry out this obligation despite being called on to do so, the Client shall have it carried out at the Contractor's cost.
- 20.7 The Parties shall mutually notify each other of any and all circumstances of relevance to the performance of their respective contractual obligations, each bearing liability for any damage or loss resulting from its failure to do so.
- 20.8 The Parties agree that in the course of the performance of the Framework Agreement they shall mutually cooperate with each other in good faith. The Contractor undertakes to furnish the Client during the performance of the Framework Agreement with any and all data, reports and records containing data relating to the performance of the Contract, that may be requested by the Client, including, in particular, data required for the fulfilment of the obligations set out in Article 142 (1) of the PPA.
- 20.9 The Contractor understands and agrees that pursuant to Government Decree 308/2015. (X.27.) on the control by the Public Procurements Authority of the performance and modifications of contracts concluded as a result of public procurement procedures, the Contractor as a contracting party and any economic operator it has engaged in the performance of the contract qualify as controlled organisations.
- 20.10 The Client shall be entitled to ban from the workplace any employee of the Contractor or of its commissioned subcontractors who has violated the Airport's security regulations, the harmonious cooperation between the Contracting Parties or impedes their cooperation in any way.
- 20.11 The Contractor shall enable technical inspection of works (components of works) to be covered by other structural elements in the final completed state of the facility. In case the Contractor fails to do so, the Contractor shall re-expose structural elements as requested and then restore their condition at its own expense, making sure that work progresses in accordance with the original schedule. Before covering relevant structural elements or installations to be covered the Contractor shall request permission to do so 3 (three) working days advance, from the Client. The Client shall inspect such work and enter its approval in the Construction log. Work on covering the elements concerned may only be started in possession of the "covering permit" issued by the Client.
- 20.12 The Contractor may retain subcontractors exclusively in accordance with the provisions set out in Article 138 of the PPA. The ratio of the aggregate performance of subcontractors shall not exceed 65 % (sixty five percent) of the total value of the Framework Agreement. The proportion of subcontractors' contribution to the performance of the Framework Agreement shall correspond to their respective shares of the consideration payable for the Framework Agreement net of value added tax.

Until the establishment of the contractual relationship under Part 2 of the procedure covered by the Framework Agreement (and thereafter during the period of the performance of the Framework Agreement, in regard to any subcontractor engaged subsequently) the Contractor shall notify the Client of all subcontractors participating in the performance of the Assignment and at the same time declare, or submit the

declaration of the subcontractor concerned, that there are no grounds for exclusion, as specified in regard to participation in the public procurement procedure, of the subcontractor intended to be retained.

The Contractor undertakes to stipulate in its contract(s) with its subcontractor(s) that they shall not retain further participants to an extent exceeding 65 % (sixty five percent) of their respective subcontracting agreements.

The Contractor undertakes to maintain with unchanged contents during the entire term of the Contract, the resources, capabilities, technical/professional qualifications, membership, registration and other features involved and presented in certifying its suitability for the performance of the Contract, as had been taken into account in the evaluation of its winning tender, and to keep such available for the Client, in accordance with its winning tender.

The Contractor may, in the contract concluded with the subcontractor, stipulate collateral security equalling up to 10 % in each case, of the consideration stipulated in the Framework Agreement, calculated without the reserve budget and value added tax, to secure its claims relating to the subcontractor's failure to deliver or its defective delivery.

20.13 The Parties agree that the following shall be attached to this Framework Agreement as annexes:

- Annex 1.: Public Procurement Documents
- Annex 2: Contractors' Tenders
- Annex 3: Order Form
- Annex 4: Single Contract Sample
- Annex 5: Labour, fire and environmental regulations for contractors
- Annex 6: Authorisation as specified in section (2) of Article 136 of the PPA
- Annex 7: Insurance

20.14 The Contractor shall enable the Client to take photos or to make video recordings without any restriction whatsoever during the entire work process.

20.15 The Parties agree that in case there is any inconsistency between the annexes to the Framework Agreement and the text of the Framework Agreement, the provisions set out in the text of the Framework Agreement shall prevail, followed by the Public Procurement Documentation and the Contractor's tender (in this order).

20.16 Moreover, the Parties agree that in performing its obligations undertaken in the Framework Agreement the Contractor shall observe and comply with all relevant and applicable statutory regulations. In particular, the Contractor shall observe and comply with – and make sure that any person proceeding or acting in its interest also observes and complies with – the applicable and relevant environmental regulations.

The Contractor declares that in regard to its employees / contributors qualifying as persons employed in the framework of other insured legal relationship, involved in its performance, it shall fully discharge its statutory obligations in its capacity as employer, including, in particular, its notification obligation prescribed in Act XCIII of 2003 on the Regime of Taxation.

20.17 Should any provision or any part of a provision of this Framework Agreement be invalid, this shall not affect any other provision of this Framework Agreement or any other part of the same provision, which shall, accordingly, continue to be fully valid and

effective, unless without such invalid part the Contracting Parties would not have entered into this Framework Agreement.

20.18 This Framework Agreement comprises the entire agreement concluded between the parties concerning the subject matter hereof.

20.19 The Contractor shall compensate the Client, the Client's employees, officers and agents as well as any third person for any damage or loss caused in relation to the performance of this Framework Agreement, including environmental damage as well. The Client shall make all reasonable efforts to prevent or reduce such damage.

20.20 The Client declares that it shall assume no responsibility or liability in case any statutory regulation is adopted, announced, withdrawn or modified after the conclusion of this Framework Agreement, the effects of which have an impact on the Contractor's expenditures and costs.

20.21 Assignment of any receivable of the Contractor under this Framework Agreement (including factoring of the same) and establishment of pledge or any other encumbrance on any receivable owed by the Client shall require the Client's prior written and duly signed approval. The Contractor shall be obliged to reimburse the Client for any administrative charge and cost incurred on the part of the Client in relation to such assignment or factoring of such receivable or the establishment of pledge or any encumbrance thereon. Such reimbursable amount shall be calculated at a rate of EUR 100 + VAT per working hour for the required human resource input while in regard to other costs incurred it shall equal the amount of the proven cost + VAT. Based on the Client's written consent the Contractor shall state the fact of assignment / factoring / pledging or other encumbrance on any and all invoice and any other document, of relevance to the terms of payment and the actual making of payment, subsequently issued by the Contractor. The Parties declare that the above restriction on assignment shall be effective in relation to third persons but in case the Contractor breaches such restriction the Client shall be entitled to have any of its loss or damage stemming from the Contractor's breach of contract compensated by the Contractor.

20.22 The Contractor shall be entitled to assign any of its rights stemming from this Framework Agreement to any third person only with the Client's prior written consent. The Parties declare that the above restriction on assignment shall be effective in relation to third persons but in case the Contractor breaches such restriction the Client shall be entitled to have any of its loss or damage stemming from the Contractor's breach of contract compensated by the Contractor.

20.23 No restrictive measures

20.23.1. The Parties warrant at the time of the signing of this Framework Agreement and during the entire term of the Framework Agreement they are not the subject of (i) any economic, financial or commercial restrictive measure adopted by the European Union, the United States of America or Canada, or by the United Nations Organisation, or (ii) any other provision relating to such measures, and that at the time of the signing of this Framework Agreement and during the entire term of the Framework Agreement they have no legal relationships with affiliated undertakings and they do not proceed in the name or on behalf of any other person or legal entity, who or which is the subject of (i) any economic, financial or commercial restrictive measure adopted by the European Union, the United States of America or Canada, or by the United Nations Organisation, or (ii) any other provision relating to such measures..

20.23.2. In case (i) the commitment of either Party as specified in the above subsection 20.23.1 turns out to be false in any aspect or (ii) the commitment specified in the above subsection 20.23.1 is breached by any Party in any aspect or if there is sound reason for expecting such breach, the Party concerned shall immediately notify the other Party in writing, accompanied by a brief description of the relevant restrictive measure and the identification of the individual or legal entity concerned.

20.23.3. In case (i) the commitment of either Party as specified in the above subsection 20.23.1 turns out to be false in any aspect or (ii) the commitment specified in the above subsection 20.23.1 is breached by any Party in any aspect, the other Party shall – regardless of the culpability of the Party concerned – be entitled to cancel this Framework Agreement with immediate effect and shall not be obliged to compensate the other Party’s loss or damage resulting from such cancellation.

20.24 Anti-corruption measures

Each party, and all of its officers, directors, employees, agents, affiliated enterprises and – to the best of their knowledge and conviction – representative performs his, her and its activities in accordance with the relevant and applicable statutory regulations on the prevention of bribery, money laundering and corruption.

20.25 The Parties agree that in case the provisions of the Electronic Public Road Trade Control System (EKÁER) apply to the subject or performance of this Framework Agreement, any obligation resulting from this fact shall be borne by the Contractor since it is the Contractor that will procure products, receive deliveries and organise as well as execute shipments. The Client shall be neither obliged nor entitled to accept and take over any product, material or goods delivered to the Airport in relation to the Framework Agreement.

20.26 By signing this Framework Agreement the Contractor confirms that it has read and familiarised itself with the contents of the Compliance Manual comprising the basic principles governing the operation of the Client, included in the Public Procurement Documents (available at and downloadable from www.bud.hu). The Parties declare that upholding and observing the values of ethics along with economic values is of importance to them and they declare that they perform their business activities in accordance with the principle of fairness within the framework of the existing values. Accordingly, the Contractor expressly accepts the Client’s Compliance Manual as part of this Framework Agreement.

The Parties declare that after reading and interpreting this Contract and its annexes they duly and properly sign these in approval, as an agreement fully in line with their respective intents, through their representatives authorised to sign.

Budapest, 2017 2017

.....
Budapest Airport Zrt.
Client

.....
[.....]
Contractor

Name:
Position:

Name:
Position:

Name:

Name:

Position:

Position:

**Single Order
(DRAFT, SAMPLE)**

Client:	Budapest Airport Budapest Liszt Ferenc Nemzetközi Repülőtér Üzemeltető Zártkörűen Működő Részvénytársaság
Contractor:	
Framework Agreement reference:	Contract No.: Contract date:
Subject of order: (Technical description – enclosed)
Completion date:
Contractor's fee: (calculated on the basis of the bill of quantities attached to the framework agreement)	EUR + VAT (bill of quantities with actual quantities enclosed) Reserve budget: EUR + VAT
Payment terms:	As in Framework Agreement, i.e.:
Date of order: day month year

Please kindly confirm your acceptance of the order by day month year hours minutes, in writing, addressed as indicated below:

Contact person:
Telephone:
e-mail:
fax:

To be filled out by the Contractor!:

I accept / do not accept el the order with the terms and conditions specified therein.

.....
Client

.....
Contractor

The tenderers are kindly reminded that pursuant to Article 104 (3) of the PPA each tenderer that has signed the framework agreement is bound by an obligation to make a proposal, and execute a contract, if invited to do so!

SINGLE CONTRACT
- SAMPLE -

This contract (hereinafter: **Contract**) has been concluded by and between

Budapest Airport Budapest Liszt Ferenc Nemzetközi Repülőtér Üzemeltető Zártkörűen Működő Részvénytársaság (abbreviated name of the company: Budapest Airport Zrt.; registered office: 1185 Budapest, BUD Nemzetközi Repülőtér; company registration number: 01-10-044665; court of registration keeping records of the company: Court of Registration of the Budapest Metropolitan Court; tax number: 12724163-4-44; Group VAT ID: 17781145-5-44; bank account number: 10402142-49574953-56571080 (K&H); represented by: [...] and [...]), as client (hereinafter: **Client**),

and

[...] (registered office: [...]; company registration number: [...]; court of registration keeping records of the company: [...]; tax number: [...]; Community tax number: [...]; bank account number: [...]; represented by: [...]) as contractor (hereinafter: **Contractor**)

(hereinafter collectively: **Parties**) at the place and on the day specified below, with the following terms and conditions.

ANTECEDENTS

- (A) On [...] January 2017 the Client announced – pursuant to Part [...] Article [...] of Act CXLIII of 2015 on Public Procurement – a public procurement procedure aimed at concluding a framework agreement on the subject of “*Budapest Airport Zrt. Airfield pavement joint replacement works 2017-2019 - Framework Service Contract*”, as a result of which on [...] 2017 the Client signed a Framework Service Agreement with the Contractor (hereinafter: **Framework Agreement**).
- (B) Pursuant to subsection 2.3 of the Framework Agreement the Client held written consultation concerning the subject of the Assignment specified in this Contract and in Part 2 of the procedure covered by the framework agreement the Contractor submitted a proposal on [...]. [...] 201. concerning the performance of the Assignment specified in Section 1 hereof which the Client found, after evaluation and decision making, to be valid and acceptable.
- (C) In view of the above, and pursuant to subsection 2.3 of the Framework Agreement and Article 105 (1) b) of the PPA the Parties conclude the following contract.

THE PARTIES' AGREEMENT

1. The Client hereby places an order with the Contractor for works in accordance with the technical content specified in Annex 1 to this Contract aimed at the performance of [...], (execution) (hereinafter: **Assignment**), and the Contractor accepts the order. Annex 1 to this Contract s made up of the Public Procurement Document produced during Part 2 of the procedure covered by the framework agreement instituted concerning the subject of the Assignment, while Annex 2 hereto comprises the Contractor's proposal.

2. The Contractor's proposal is included in Annex 2 hereto. The Client shall pay the Fee specified in the proposal in accordance with the following schedule:
- a) The Client offers an option to the Contractor for accessing an advance amount if the conditions specified in section (7) of Article 135 of the PPA exist, at a rate of 5 % (five percent) of the Fee payable for the Assignment under this Contract, calculated without the reserve budget and value added tax. The advance amount shall be paid by the Client within a maximum of 15 (fifteen) days of the handover of the worksite. The advance amount shall be imputed in the amount of the first partial invoice.
 - b) Issuance of partial invoices: The Contractor shall be entitled to issue a partial invoice once a month by the 30th (thirtieth) day following the confirmation of an individual order / signing of a single contract, for the complete work phase carried out in accordance with the relevant contractual terms and conditions, for an amount corresponding the completed works of execution, providing that the aggregate sum of the partial invoices shall not exceed 80 % (eighty percent) of the Fee calculated without the reserve budget and value added tax.
 - c) The Contractor shall be entitled to issue one final invoice for the remaining amount [equalling at least 20 % (twenty percent) of the Fee calculated without the reserve budget and value added tax], after the execution works completed in the framework of the Assignment, and after the works performed and charged against the Reserve Budget (if any), subsequently to their full contractual completion, as certified by the Client (following the issuance of the performance certificate).
3. The Parties agree that the Assignment specified in Section 1 hereof shall be completed by the Contractor by the following completion date (a deadline with penalty attached): [...].
4. The Parties stipulate that the provisions of the Framework Agreement shall fully apply to performance under this contract and that the Parties shall be entitled and obliged to exercise the rights and fulfil the obligations set out in the Framework Agreement.
5. The provisions set out and the definitions laid down in the Framework Agreement shall apply to this Contract as appropriate.
6. Attachments hereto:
- | | |
|----------|--|
| Annex 1: | Public Procurement Documents |
| Annex 2: | Contractor's proposal, List of subcontractors to be involved in performance, and Contractor's declaration stating that there are no grounds for the exclusion of any of the subcontractors so identified |

The Parties have read and interpreted this Contract and caused it to be duly and properly signed by their respective representatives authorised to sign for and on their behalf, as one fully in line with their respective intents.

Budapest,

.....
Budapest Airport Zrt.

.....
[...]

Client

Name:
Position:

Name:
Position:

Contractor

Name:
Position:

Name:
Position: