

This Contract is made on

6<sup>th</sup> December, 2024

**United Airports Georgia LLC** (legal address: Shalva Chankotadze Avenue N21, Samgori district, Tbilisi, Georgia; identification code: 404389693) represented by its General Director Irakli Karkashadze (hereinafter referred to as the "Purchaser"), On the one hand, and

**SITA B.V., Branch in Georgia** (legal address: Georgia, Tbilisi, Saburtalo district, Vaja-Pshavela avenue N71, office space N5, floor 2, block II; ID: 404 613 361) represented by Sebastien Paillet, Authorized Signatory and Regional CFO, Europe ( hereinafter referred to as "the Supplier"), on the other hand,

based on Resolution No. 465 of the Government of Georgia dated September 16, 2022, and No. 341 dated October 08, 2024 approving the special rules for the procurement of goods and services by the United airports of Georgia LLC, and considering the proposal submitted by the bidder (SITA B.V., Branch in Georgia), the following state procurement contract is hereby concluded as a result of the electronic procurement procedure (GEO240000514):

**1. Subject of the Agreement**

1.1. The contract pertains to the procurement of Automated Border Control System for Davit Agmashenebeli Kutaisi International Airport. The detailed specifications is given in the technical assignment which is attached to the contract being an integral part of it.

**2. Price of the Agreement**

2.2. The total contract cost encompasses all expenses associated with the procurement and delivery of goods, along with taxes mandated by Georgian legislation, which are the responsibility of the supplier.

**3. Terms and conditions of contract implementation**

3.1. The supplier is obligated to complete both the physical and software installation and testing of the delivered devices no later than 6 (Six) month period after mutually signing the contract, and provide maintenance for 36 (Thirty Six) months after mutually signing the delivery-acceptance act. The scope of services to be delivered is set out in the attached Technical Proposal.

3.2. The designated location for the delivery of the purchased items is Davit Agmashenebeli Kutaisi International Airport.

**4. The procedure for receiving and handing over the object of purchase**

4.1. Acceptance of the purchase object is formalized by the act of "acceptance-handover".

**5. Settlement terms**

5.1. The settlement is based on the act of "acceptance-handover" signed by the authorized persons of the parties and the presented tax documentation. Each party will not unreasonably withhold nor delay its signature of the "acceptance handover".

5.2. Settlement with the supplier is executed within 10 working days subsequent to the fulfillment of the conditions stipulated in clause 4.

5.3. Payment will be conducted via non-cash transfer, subsequent to the signing of the acceptance act.

5.4. Upon supplier request and with buyer consent, an advance payment of 30% of the contract value is feasible. In this scenario, a bank guarantee issued by a banking institution licensed by the National Bank of Georgia or an insurance company, following the agreed form with the buyer, must be provided. In case of submission of a bank guarantee issued by a foreign bank by non-resident persons, it is necessary to have the bank guarantee certified by a commercial bank licensed in Georgia, which means that the said bank guarantee must be issued on the title page (letterhead) of a commercial bank licensed in Georgia, stamped and signed by an authorized person. The guarantee's validity period must exceed the delivery period of the purchased object by at least 30 calendar days. In case of any changes to the delivery period, the validity period of the guarantee should be adjusted accordingly.

## **6. Authority of the parties**

### **6.1. "Supplier" is obliged to:**

- 6.1.1. To furnish the purchaser with goods that are legally and materially impeccable, adhering to the terms outlined in the electronic procedure documentation.
- 6.1.2. Shipping unused devices, in their factory packaging, to the location specified by the purchaser: Davit Agmashenebeli Kutaisi International Airport.
- 6.1.3. (Physical) installation of the delivered products.
- 6.1.4. All relevant services to be performed for installation.
- 6.1.5. In the event of detecting a factory fault, replacement or update of the faulty device(s) and/or its physical components and/or software will be conducted without incurring additional costs.
- 6.1.6. To fulfill the obligation in good faith;
- 6.1.7. To address any issues raised by the "buyer" related to the execution of the contract in a timely manner.
- 6.1.8. To comply with all conditions stipulated by the contract and tender documents;
- 6.1.9. To provide the buyer with all documents related to the subject of the contract, if applicable.
- 6.1.10. To share responsibility for conformity of delivered goods with established standards and quality;
- 6.1.11. To eliminate the defect identified on the delivered goods at his own expense;
- 6.1.12. Without the prior written consent of the buyer, the supplier shall not transfer their rights and obligations provided for in this contract to a third party, neither in whole nor in part.
- 6.1.13. To personally carry out obligations under the contract;

### **6.2. "Purchaser" is obliged to:**

- 6.2.1. To ensure payment of fees to the supplier in accordance with the contract;
- 6.2.2. Timely consider the problems raised by the "supplier" related to the performance of the contract;
- 6.2.3. To timely provide the contractor with information about the locations of installations;
- 6.2.4. To ensure the arrangement of power source and communication infrastructure at the locations of the devices.
- 6.2.5. Ensure the following conditions are in place:
  - Provision of office space at the airport with access to internet;
  - Provision of access to areas of the airport for installation and testing of the system, including access to the server room and the terminal where the eGates will be installed;
  - Facility for storage of hardware, including the e-gates which will be delivered in crates;
  - Completion of any civil works and cabling before start of SITA installing the system.

### **6.3. "Supplier" has a right to:**

- 6.3.1. Within the framework of the contract, the supplier has the right to demand timely and full payment of the fee.

### **6.4. "Purchaser" has a right to:**

- 6.4.1. Monitor the fulfillment of the terms of the agreement;
- 6.4.2. The buyer has the right not to accept substandard performance and to request replacement or defect correction.
- 6.4.3. To demand timely fulfillment of the obligations assumed by the supplier;
- 6.4.4. To terminate the contract in accordance with the conditions specified in this contract.
- 6.5. Neither party hereto shall be held liable to the other party for any losses resulting from the action and/or inaction of any and all unrelated third parties.

## **7. Revision of the terms of the contract**

7.1 The terms of the contract on state procurement cannot be changed if such changes result in an increase in the total value of the contract or worsen the conditions of the contract for the procuring organization, except in cases established by Article 398 of the Civil Code of Georgia.

7.2 In case of occurrence of the conditions stipulated by Article 398 of the Civil Code of Georgia, it is not allowed to increase the total value of the contract on state procurement by more than 10%.

7.3 The party receiving the proposed change must review it and provide a written response to the initiator within the specified period. Failure to respond within the mentioned period will be considered as rejection of the proposed changes.

7.4 Any changes to the contract must be made in writing.

## **8. Delay in contract performance**

8.1 If either party encounters any circumstances during the contract execution that hinder fulfilling the contract terms, causing a delay unrelated to force majeure, they must promptly notify the other party in writing about the delay, its potential duration, and the underlying causes.

8.2 The receiving party must communicate its decision regarding the mentioned circumstances within 2 (two) days.

8.3 If, due to the delay in fulfilling the terms of the contract, the parties will work together in good faith to discuss and agree an extension of the deadline or resolve the delay in another manner. Any decision reached in that regard must be documented by amending the contract through a signed agreement and each party will not unreasonably withhold nor delay its consent to agreeing such an extension, nor in signing such an agreement.

8.4 If, due to the delay in fulfilling the terms of the contract, the parties fail to reach an agreement within thirty (30) days to extend the deadline or resolve the delay in another manner, the supplier shall be held responsible for paying contractual damages to the receiving party for the loss it has suffered because of the breach of contract, immediately after the expiration of the thirty-day period.

## **9. Force-Major**

9.1 For the purposes of this article, "Force Majeure" refers to circumstances that are insurmountable for the parties and beyond their control, not attributable to errors or negligence of the buyer and/or supplier, and which are unforeseen in nature. Such circumstances include: earthquake; flood; fire; storm; heavy snowfall; fog; sharp changes in temperature; interruption of central energy supply (natural gas, electricity) and central water supply for reasons beyond the parties' control; military actions; epidemics; strikes; decisions of governmental bodies or their absence; blockade; embargo; changes in legislative acts directly affecting the fulfillment of the obligations assumed by the parties.

9.2 In the event of force majeure circumstances rendering it impossible for a contracting party to fulfill its obligations, said party must promptly notify the other party in writing about such circumstances and their causes. If the notifying party does not receive a written response from the other party, it may, at its discretion, feasibility, and capabilities, continue to fulfill its obligations under the agreement and seek alternative ways to fulfill its obligations unaffected by force majeure circumstances.

9.3 If the force majeure circumstance continues for more than 60 (sixty) days, the buyer is entitled to unilaterally terminate the contract.

## **10. Failure to fulfill the terms of the contract**

10.1 In addition to force majeure conditions, in case of non-fulfilment of obligations under the contract or untimely fulfillment, the breaching party shall be liable for a penalty in the amount of 0.1% of the value of the unfulfilled obligation for each overdue day, subject always to a maximum amount of 5% of the total value of the contract.

10.2 The imposition or payment of any penalty in accordance with this Agreement shall not release the Supplier from its obligation to compensate for any damage caused by its actions or inaction.

10.3 In addition to the person breaking the law, the party has the right to demand compensation for the damage caused.

10.4 The total aggregate amount of all penalties (i.e. liquidated damages) under this Contract including, but not limited to, those in clause 10.1 above and any penalties applying in relation to the Service Levels in the Contract, will be capped at 10% of the total contract value.

10.5 Besides, in addition to the force majeure conditions, if the receiving party terminates the contract pursuant to any right under this contract in case of non-fulfilment of the obligations under the contract, the supplier shall be charged a one-time penalty in the amount of 10% of the contract value.

10.6 The general liability of each party under this Contract, for all claims, losses, damages, costs, and expenses (including legal fees), whether contractual, tortious, or otherwise, shall not exceed an annual limit equivalent to 100% of the total amounts paid by the Purchaser to the Supplier under the Contract during the relevant contractual year.

10.7 The general liability cap set forth in this article is additional to and separate from any other penalties or liquidated damages provided for in the Contract.

10.8 Under no circumstances shall either party be liable for indirect, incidental, special, or punitive damages arising out of or in connection with this Contract, even if the party was advised of the possibility of such damages.

10.9 The limitations of liability set out above do not apply in cases of fraud, intentional misconduct, or gross negligence by either party, nor in cases where applicable law does not permit such a limitation of liability.

## **11. Termination of the Agreement**

11.1 The contract can be terminated:

11.1.1 By fulfilling mutual obligations;

- 11.1.2. Agreement of the parties;
- 11.1.3. In other cases provided for by the current legislation of Georgia.
- 11.2. **The contract can be unilaterally terminated by either party if:**
  - 11.2.1. The other party does not fulfill or unfaithfully fulfills the material obligations under the contract;
  - 11.2.2. The other party systematically and/or grossly violates the terms of the contract;
  - 11.2.3. (for the Purchaser only) it becomes known to the Purchaser that due to reasons beyond his control (meaning the presence of force majeure circumstances), the Supplier cannot ensure partial or full fulfillment of the obligations under the contract and a period of ninety (90) days has elapsed;
  - 11.2.4. In case of initiation of winding-up, dissolution or insolvency proceedings against the other party;
  - 11.2.5. (for the Purchaser only) if the Purchaser is informed that the document/s confirming the qualification data submitted by the supplier during the tender are false;
  - 11.2.6. In other cases provided for by the current legislation of Georgia.

## **12. Inspection Conditions**

- 12.1. The person responsible for the control of the execution of the contract, technical supervision and the signing of the acceptance-handover act stipulated by the contract is the LLC "United Airports of Georgia" Head of IT Department.
- 12.2. The procurement and monitoring service will carry out the control of the fulfillment of the conditions stipulated in the agreement and the preparation of relevant documentation.

## **13. Warranty**

- 13.1. All components of the system must have a warranty of at least 36 months, which will be valid under standard operating conditions of the goods. The warranty period will start from the date of signing the acceptance-delivery document
- 13.2. SITA will manage on site "complex" swap limited only to internal hardware components and electromechanical elements (for example, motors, PC, control unit, boards) that are identified as faulty during normal operations.
- 13.3. SITA will manage on site "complex" swap limited only to internal hardware components and electromechanical elements (for example, motors, PC, control unit, boards) that are identified as faulty during normal operations.
- 13.4. Warranty terms and conditions and technical support must be fulfilled in accordance with the terms given in the technical assignment.

## **14. Term of the Agreement**

- 14.1. This agreement enters into force from the date of signing by the parties and remains valid until the parties fully and promptly fulfill the terms and obligations stipulated in the agreement or until its termination by mutual agreement of the parties but no later than July 31, 2028. The mentioned term does not apply to the conditions established by Article 13 of the Agreement.

## **15. Guarantee of contract performance**

- 16.1. In order to ensure the performance of the contract, a bank guarantee is used, in the amount of 5% of the contractual value, which must be issued by a banking institution licensed by the National Bank of Georgia or a licensed insurance company, in the form agreed with the buyer. The validity period of the guarantee must exceed the validity period of the contract by at least 30 calendar days.
- 16.2. In order to ensure the fulfillment of the contract, the bank guarantee presented by the supplier is used by the buyer in case of non-fulfillment or incomplete fulfillment of the terms of the contract by the supplier. The warranty is unconditional and unclaimed and its use does not require any express or implied confirmation or other manifestation of will on the part of the supplier.

## **16. Dispute Resolution**

- 16.1. The contract is concluded in accordance with the legislation of Georgia and will be interpreted according to the legislation of Georgia;
- 16.2. All disputes arising between the parties shall be resolved amicably and in good faith, by mutual agreement;
- 16.3. If an amicable agreement cannot be reached within thirty (30) days, either party can refer the dispute to be resolved through the court, in the manner established by the current legislation, in the Tbilisi City Court.

## 17. Conclusion

- 17.1. If any provision of this Agreement is invalid, regardless of the reason for the invalidity, this will not invalidate the entire Agreement. In this case, the remaining provisions of the Agreement shall be valid without the void provision;
- 17.2. The contract is drawn up in 2 copies, one for the buyer, and one for the supplier. All copies have equal legal force.
- 17.3. Appendices attached to the contract - price table and technical assignment.

## SIGNATURES

### Purchaser

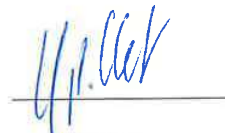
**United Airports Georgia LLC**  
Legal Address: Airport, Chankotadze Avenue №21, Tbilisi, Georgia  
ID Code: 404 389 693  
Beneficiary Bank: TBC Bank  
Swift: TBCBGE22  
Bank Account: GE64TB0615536170100002  
INTERMEDIARY BANK:  
DEUTSCHE BANK AG FRANKFURT/MAIN, GERMANY  
SWIFT: DEUTDEFF  
BLZ: 50070010



Irakli Karkashadze  
General Director

### Supplier

**SITA B.V., Branch in Georgia**  
Legal Address: Georgia, Tbilisi, Saburtalo district, Vaja-Pshavela avenue N71, office space N5, floor 2, block II;  
ID: 404 613 361  
Bank: JP MORGAN Bank Luxembourg  
Correspondent Bank SWIFT: CHASNL2X  
Account Number: 626000371  
IBAN: NL31CHAS0626000371



Sebastien Paillet  
Authorized Signatory and Regional CFO, Europe

### Attached:

- Technical Proposal
- Project Design.

**United  
Airports of  
Georgia  
LLC**


Digitally signed by United  
Airports of Georgia LLC  
DN: cn=United Airports of  
Georgia LLC,  
2.5.4.97=NTRGE-4043896  
93, o=.....  
....., c=GE  
Date: 2024.12.06 17:21:48  
+04'00'

Name of the object of purchase	Manufacturer	Model/Name of the product/Part number	Quantity	Unit Price (USD)	Total Price (USD)
Egate System	SITA	2-Wing eGate	7		
36 Months support for each egate	SITA	2-wing eGate	7		
TOTAL PRICE (USD):					

Purchaser  
United Airports Georgia LLC

  
Irakli Karkashadze  
General Director

Supplier  
SITA B.V., Branch in Georgia

  
Sebastien Paillet  
Authorized Signatory and Regional CFO, Europe