

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the 8<sup>th</sup> day of October 2014

BETWEEN

- (1) **BKK Budapesti Közlekedési Központ Zártkörűen Működő Részvénytársaság**  
Short company name: **BKK Zrt.**  
Seat: Rumbach Sebestyén u. 19-21., 1075 Budapest, Hungary  
Company registration number: 01-10-046840  
Tax ID: 23028966-4-44  
VAT registration number: HU17781372  
Statistical number: 23028966-4931-114-01  
Group ID: 17781372-5-44  
Represented by: **Dávid Vitézy** (Chief Executive Officer)  
(hereinafter called "the Purchaser"), and
- (2) **Scheidt & Bachmann GmbH**  
Seat: Breite Str. 132, 41238 Mönchengladbach, Germany  
Company registration number: HRB 2125 (Register Court: Mönchengladbach)  
Tax ID: 121/5763/4936  
VAT registration number: DE120830018  
Represented by: **Matthias Augustyniak** (Managing Director) and **Manfred Theodor Feiter** (Deputy Business Unit Manager)  
(hereinafter called "the Supplier").

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and operate the following Information System: **Budapest Automated Fare Collection System (AFC System)** (*"the System"*), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

**Article 1.**            1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))

**Contract Documents**

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) Special Conditions of Contract

- (c) General Conditions of Contract
- (d) Technical Requirements (including Implementation Schedule)
- (e) Documents submitted pursuant to the Sample Forms
- (f) The Supplier's tender and original Price Schedules

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalised words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract and the Special Conditions of Contract.

**Article 2.**

**Contract  
Price and  
Terms of  
Payment**

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: the Implementation Phase Price and the Operation Phase Price, as specified in the Grand Summary Costs Table (attached to the Contract), plus applicable VAT.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified. Taxes, duties and related levies not specified in the Contract Price and/or the detailed price schedules are handled according to the provisions of GCC Clause 14.

**Article 3.**  
**Effective Date  
for  
Determining  
Time for  
Operational  
Acceptance**

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security, in accordance with GCC Clause 13.3.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

**Article 4.**  
**Appendixes**

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

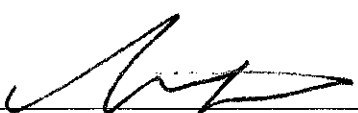
- Appendix 1 Supplier's Representative
- Appendix 2 Adjudicator
- Appendix 3 List of Approved Subcontractors
- Appendix 4 Categories of Software
- Appendix 5 Custom Materials
- Appendix 6 Revised Price Schedules
- Appendix 7 Minutes of Contract Finalisation Discussions and Agreed-to Contract Amendments

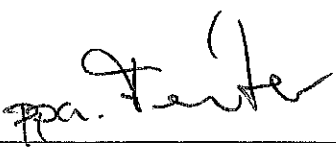
IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed in two (2) original, identical copies, by their duly authorised representatives the day and year first above written.

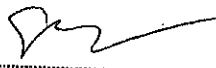
For and on behalf of the Purchaser:

  
\_\_\_\_\_  
**BKK Budapesti Közlekedési Központ**  
**Zártkörűen Működő Részvénytársaság**  
**Dávid Vitézy**  
Chief Executive Officer

For and on behalf of the Supplier:

  
\_\_\_\_\_  
**Scheidt & Bachmann GmbH**  
**Matthias Adalbert Augustyniak**  
Managing Director

  
\_\_\_\_\_  
**Scheidt & Bachmann GmbH**  
**Manfred Theodor Feiter**  
Deputy Business Unit Manager

  
.....  
Dr. Szutrély Gergely




  
.....  
Mészáros László



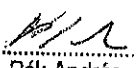
  
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Kifusz Andrea



  
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dr. Muskovics

  
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Ignácz Gergely



  
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Pók András



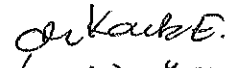
  
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Kovács Gergely



  
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Nagy Levente



  
POCZKÓI BALÁZS

  
/CHSK DORS és Társai/