

Framework Agreement ref.: LS-427-28/CJ-2018-9800KR
For the
Delivery of spare parts, repairs, modifications, upgrades and
services for light-weight helicopters EC 135

Concluded in accordance with § 1746 (2) et seq. of Act no. 89/2012 Sb., Civil Code, as amended, (hereinafter „Civil Code“), (hereinafter „the Agreement“)

CONTRACTING PARTIES

CUSTOMER:

Czech Republic – Interior Ministry

address: Nad Stolou 936/3, 170 34 Prague 7
represented by: plk. Ing. Tomas Hytych, MBA
Director Czech Police Aviation Department
Company ID number: 00007064
Tax number: CZ00007064
Data box: gyed7zz
Bank details: 
Account number: 
Correspondence address: Czech Police Aviation Department
Post office 614, box 35
161 01 Prague 6

(hereinafter „**the Customer**” as the first party)


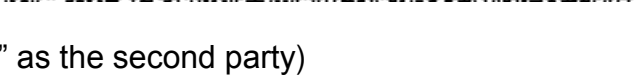
and

SUPPLIER:

Airbus Helicopters Deutschland GmbH registered in the Commercial Register

address: **Industriestraße 4**, 86609 Donauwörth, Germany
represented by: Dietmar Strohofer based on a power of attorney
Sales Manager Europe Region

Company ID number: Amtsgericht Augsburg, HRB 16508
Tax number: VAT reg. no DE 129273267

Bank details: 
Account number: 

(hereinafter „**the Supplier**” as the second party)

Article I INTRODUCTORY PROVISIONS

- 1.1. Under this Framework Agreement (hereinafter referred to as "the Agreement"), the rights and obligations of the Customer and Supplier are regulated.
- 1.2. The Customer declares that he operates helicopters type EC 135.
- 1.3. The purpose of this Agreement is to ensure the operational capability of the EC 135 helicopters operated by the Customer by providing a comprehensive range of services in the area of the supply of spare parts, repairs, tools, special tools, technical publications, training of staff of the Czech Police Aviation Department and providing technical support to ensure operation.

Article II SUBJECT MATTER OF THE FRAMEWORK AGREEMENT

- 2.1. The Supplier undertakes to supply the Customer the following:
 - New or used spare parts for EC 135 helicopters,
 - Overhauled parts, parts provided in standard exchange for EC 135 helicopters,
 - Special tools, tools and material necessary for maintenance of EC 135 helicopters,
 - Technical publications including their updates,
 - Training items for EC 135 helicopters(hereinafter referred to as „goods“).

Deliveries of goods will be made on the basis of mutually agreed partial orders or in accordance with the agreed specifications.

- 2.2. The Supplier undertakes to provide or ensure for the Customer the following:
 - Repairs and/or modifications of EC 135 helicopters and its equipment,
 - Training of the staff of the Customer,
 - Engineering and other technical support services for EC 135 helicopters(hereinafter referred to as „services“).

Deliveries of services will be provided in accordance with partial, mutually agreed customer orders.

The list in points 2.1. and 2.2. is not comprehensive and may be extended by any Contracting Party after mutual agreement. The turbine engine(s) as well as the MEGHAS avionics system installed in the helicopter are excluded from this Agreement.

- 2.3. The Customer undertakes to take over the goods and services and to pay the Supplier the agreed price for the delivered goods and services.
- 2.4. The Customer acquires ownership of the delivered goods at the moment of their handover from the Supplier or carrier, i.e. the moment of acknowledgment of the Customer on the delivery note or other document acknowledging receipt of the goods.
- 2.5. Transfer of ownership from the Supplier to the Customer is subject to the prior performance of the Customer of its obligations, in particular full payment of the balance of individual orders. The payment obligation will be considered fulfilled at the time the full amount is irrevocably credited to the Supplier's bank account mentioned in the individual order.

Article III PRICE

3.1. The total price for the subject matter of the Agreement according to points 2.1. and 2.2. of this Agreement is negotiated by agreement of both parties and shall be maximum:

EUR 6,471,780.00 excluding VAT

(in words: six million four hundred seventy one thousand seven hundred and eighty Euro)

And VAT in the amount of 21%

EUR 1,359,073.80

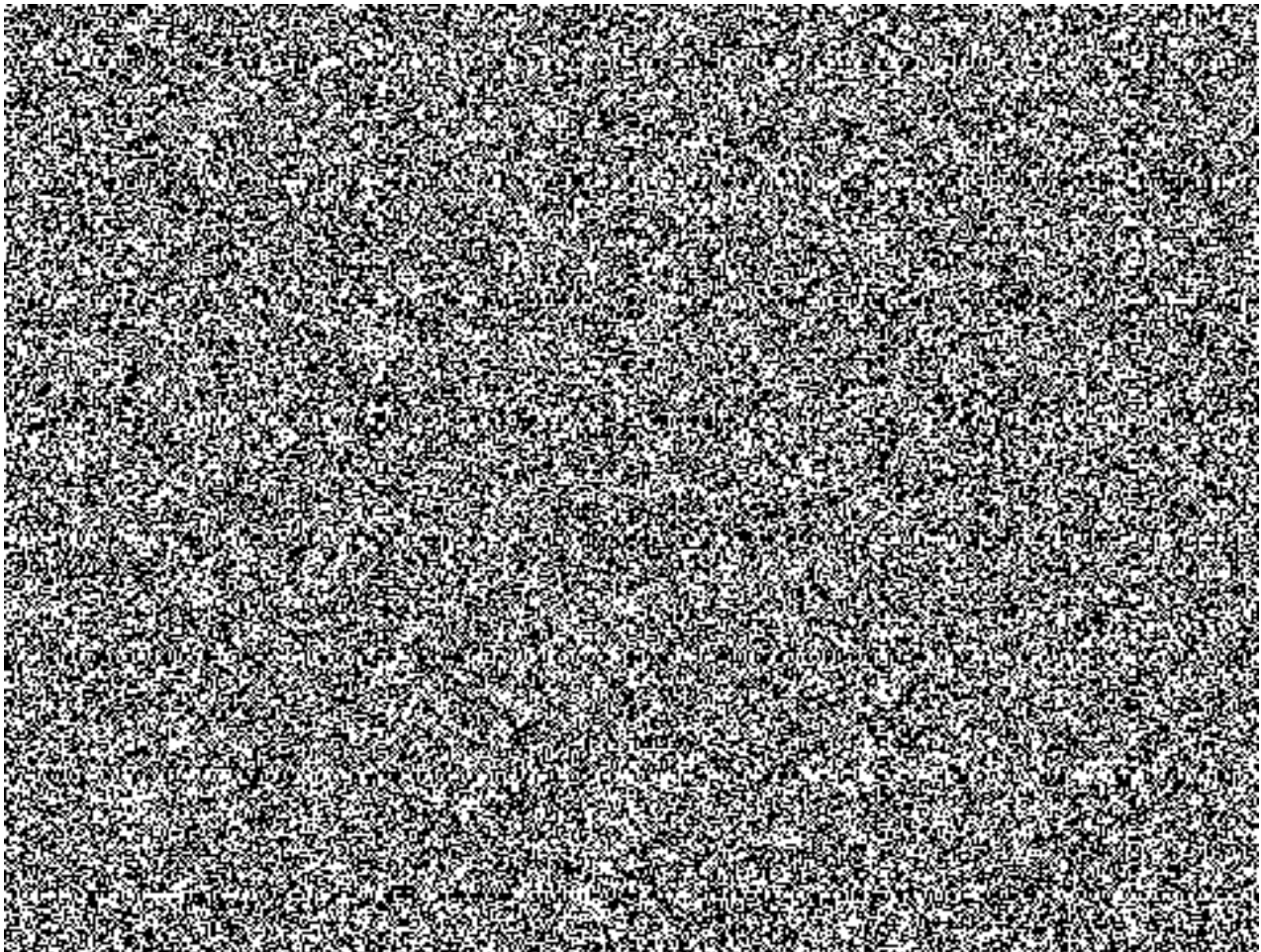
(in words: one million three hundred fifty nine thousand seventy three Euro and eighty Cents)

The total price for the subject matter of the Agreement including VAT is:

EUR 7,830,853.80 incl. VAT

(in words: seven million eight hundred thirty thousand eight hundred fifty three Euro and eighty Cents)

3.2. The total price for the subject matter of this Agreement is the final, maximum acceptable price and cannot be exceeded. The total price may be changed only if the legal VAT rate changes.



3.4. If some goods and/or services are not listed in the Supplier's price list, the price and individual purchase terms will be mutually agreed upon based on the Customer's request, the Supplier's offer and will be agreed by the parties for each individual order separately.

3.5. The price of each individual order will be determined in EUR.

- 3.6. The prices for the delivery of goods stated in each of the individual mutually agreed orders are fixed.
- 3.7. Repairs and overhaul prices will be provided by the Supplier only after each item has been inspected at the manufacturer, the repair centre or the Customer.

Article IV PAYMENT AND BILLING TERMS

- 4.1. The payment for each partial fulfilment of the subject matter of the Agreement will be made by the Customer by bank transfer to the account of the Supplier on the basis of an invoice issued by the Supplier.
- 4.2. The Supplier is entitled to invoice the purchase price only after the goods or services have been delivered to the Customer. The invoice will be issued in EUR.

The Supplier's invoices must contain the following information:

- Invoice number
 - Date of issue of the invoice
 - Invoice address (name and address of the Customer (Czech Republic – Interior Ministry, Nad Stolou 936/3, 170 34 Prague 7, Czech Republic))
 - Delivery address (name and address of the recipient of the goods and services (Czech Police Aviation Department, post office 614, box 35, 161 01 Prague 6, Czech Republic))
 - Amount of delivered goods and/or services
 - Labelling of the goods and/or services
 - Date of fulfilment and taxable date
 - Bank details of the Supplier
 - Price of the delivered goods and/or services excluding VAT
 - VAT amount
 - Total invoice price
 - Invoice due date
- 4.3. The invoice shall be executed in 2 copies (1x original + 1x copy).
 - 4.4. The invoice due date shall be 30 days from the demonstrable date of delivery of the invoice.
 - 4.5. If the Supplier submits an invoice between 7th December and 31st December of the relevant year, the invoice payment shall be extended to 60 days from the date of its delivery to the Customer.
 - 4.6. The payment obligation is fulfilled on the date of crediting the entire invoiced amount to the Supplier's account specified in the Agreement.
 - 4.7. The Customer is entitled to return an invoice to the Supplier within the due date without making payment if the invoice does not contain the particulars mentioned in paragraph 4.2 or contains incorrect price data, indicating the reason for the return. In the event of an invoice being returned, the Supplier is obliged to correct the invoice or issue a new one within 10 working days from the date of delivery of the returned invoice. The due date ceases to run in the case of a rightful return of an invoice. The

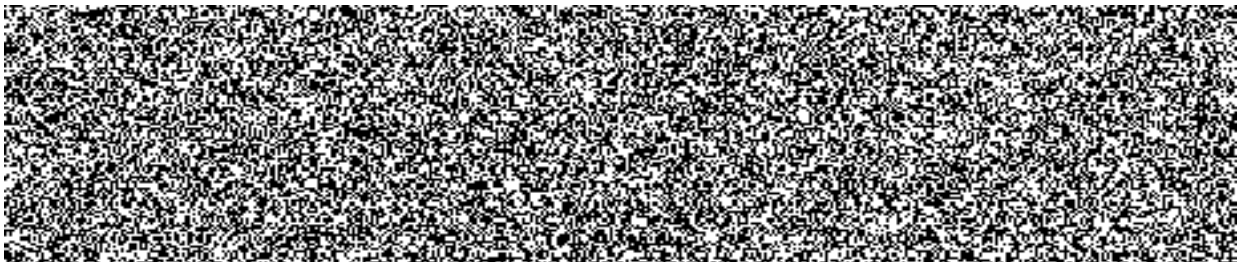
new due date in the original maturity period runs again from the date of the demonstrable delivery of the corrected or newly issued invoice to the Customer.

- 4.8. An invoice is considered returned within the due date if the Customer can prove that he has been properly dispatched within this time limit, and it is not necessary for the invoice to be delivered to the Supplier within this period.

Article V PLACE OF FULFILMENT AND DELIVERY TERMS

- 5.1. Place of fulfilment of the subject matter of the Agreement is the address of the Customer, which is Czech Police Aviation Department, Vaclav Havel Airport Prague Ruzyně, Hangar D, Czech Republic or in case of services the premises of the Supplier or a training centre offered by the Supplier.
- 5.2. Deliveries ordered under this Agreement shall be delivered according to delivery term DDP (INCOTERMS 2010) to the address of the Customer – Vaclav Havel Airport Prague Ruzyně, Hangar D, Czech Republic.

Article VI ORDERING AND DELIVERY OF GOODS OR SERVICES



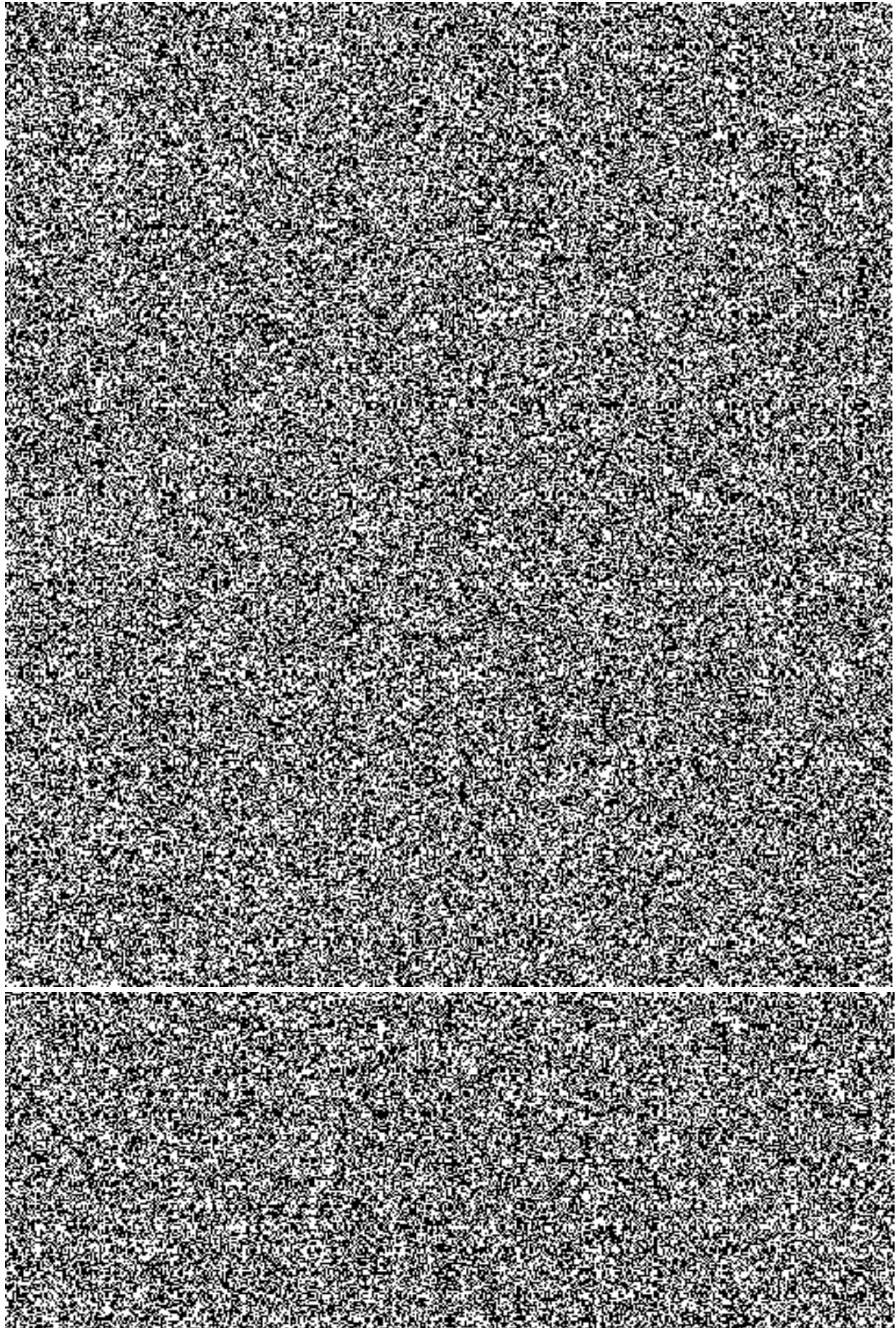
Contact for individual order:

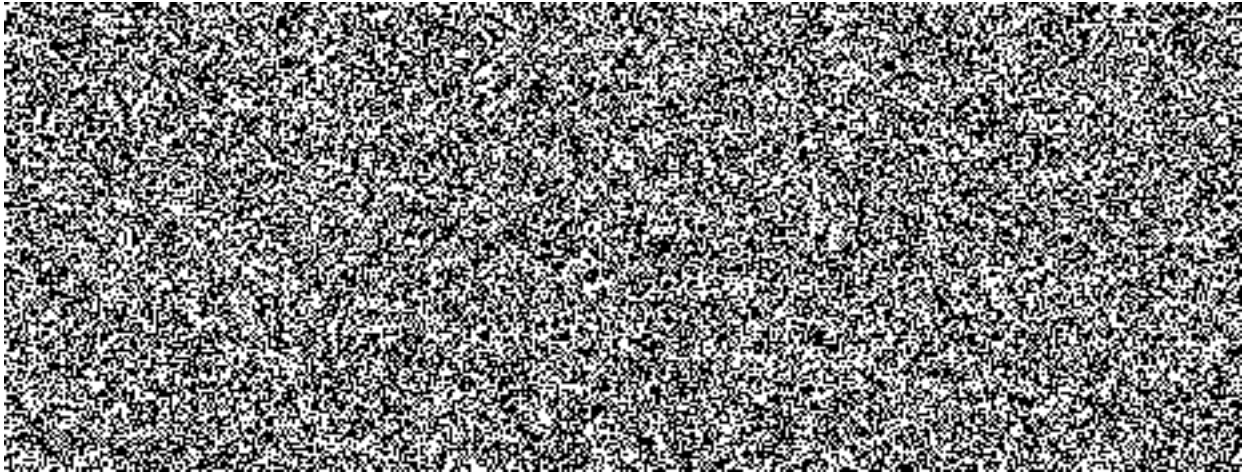
Customer: 
Czech Police Aviation Department
post office 614, box 35,
161 01 Prague 6,
Czech Republic



Supplier: 
Customer Logistics Manager
ESMCG
Airbus Helicopters







Article VII

RIGHTS AND OBLIGATIONS OF THE CUSTOMER AND SUPPLIER

- 7.1. The Supplier undertakes to perform the subject matter of the Agreement in accordance with the terms of the Agreement and the respective individual order.
- 7.2. Both parties agree that they will use their best endeavours to provide each other with all necessary assistance to ensure the fulfilment of the purpose of the Agreement.
- 7.3. The Supplier is obliged to proceed with professional care, in accordance with the best knowledge and abilities, to observe and protect the legitimate interests of the Customer.
- 7.4. The Customer does not exclude that the Supplier may use other entities to provide for certain partial actions in the course of fulfilment of the subject matter of the Agreement. These entities will not be in a business relationship with the Customer.
- 7.5. The Supplier agrees with publishing data related to this Agreement including the total contract sum. The parties agree that the prices of individual parts need not be published. The total price of individual deliveries must be published in accordance with Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts (Contract Registry Act). The Supplier further does not agree publishing contract data of those contract parts which are objectively a trade secret, as well those parts of the contract which are considered as a trade secret by the Supplier.

The parts of the contract not to be disclosed are the following:

Art. 3.3 Pricing details

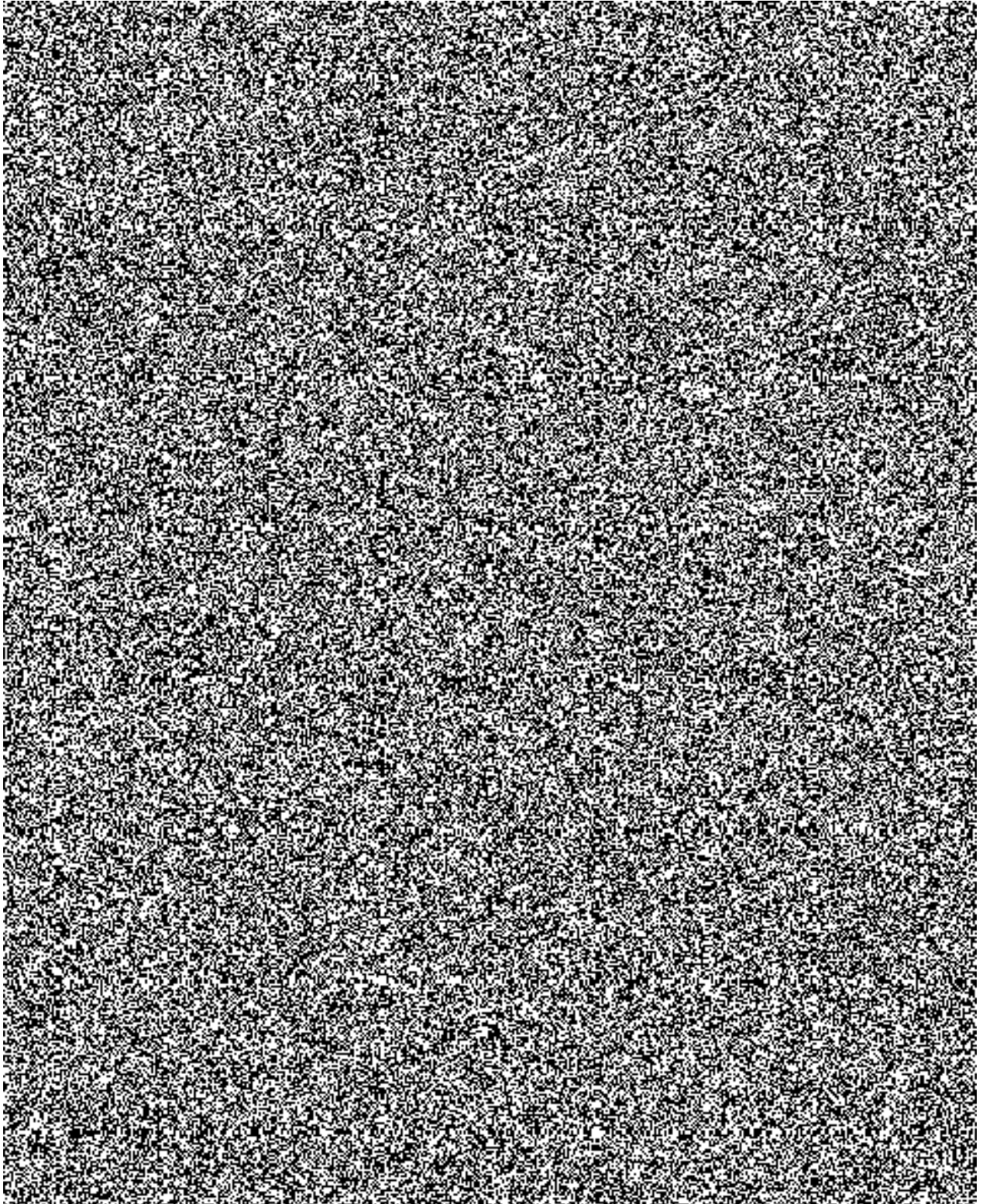
Art. VI ORDERING AND DELIVERING GOODS OR SERVICES

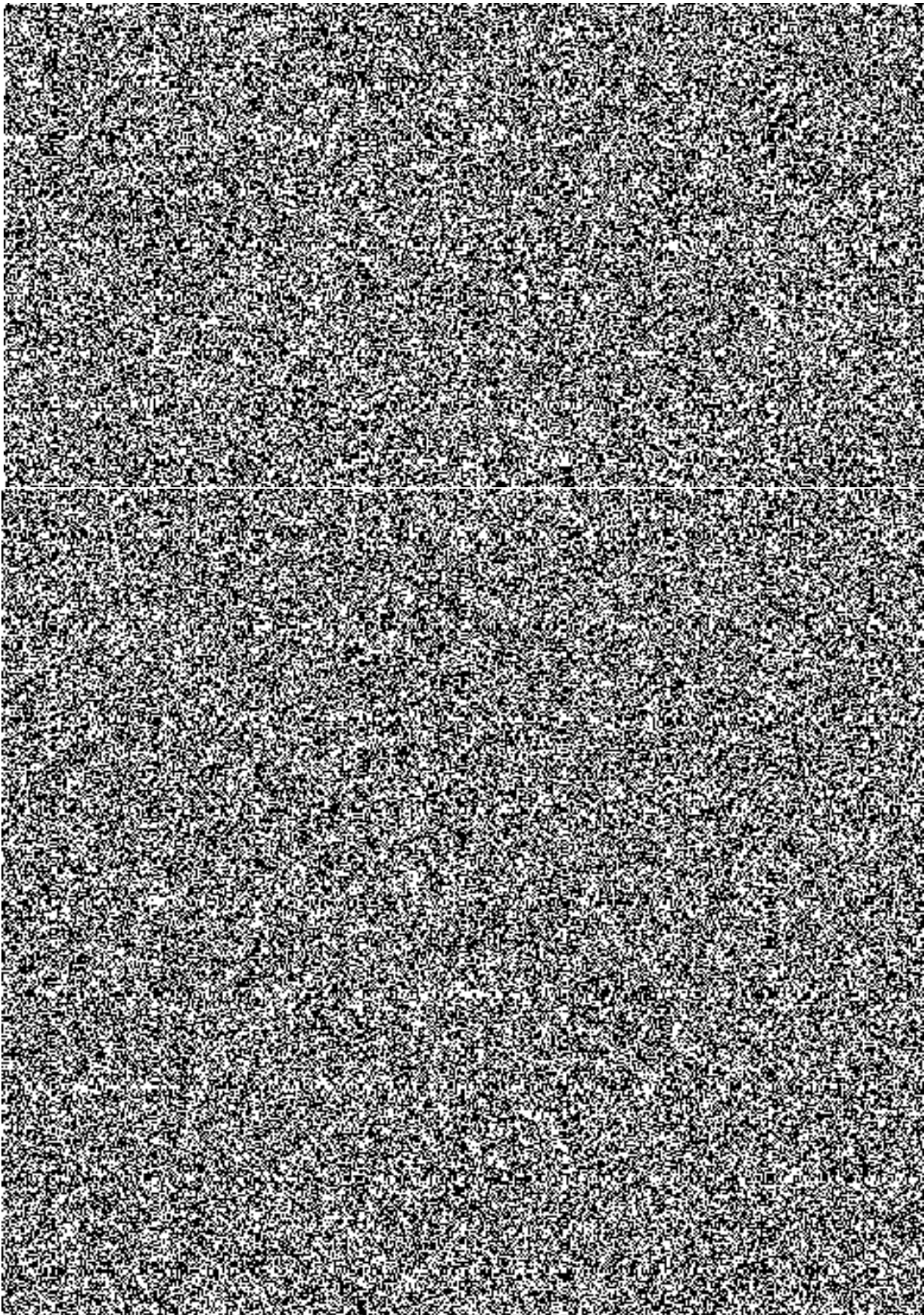
Art. VIII WARRANTIES

Art. IX CONTRACTUAL PENALTIES AND FINES

Art. XII LAW, WITHDRAWAL FROM CONTRACT AND RESOLVING DISAGREEMENT

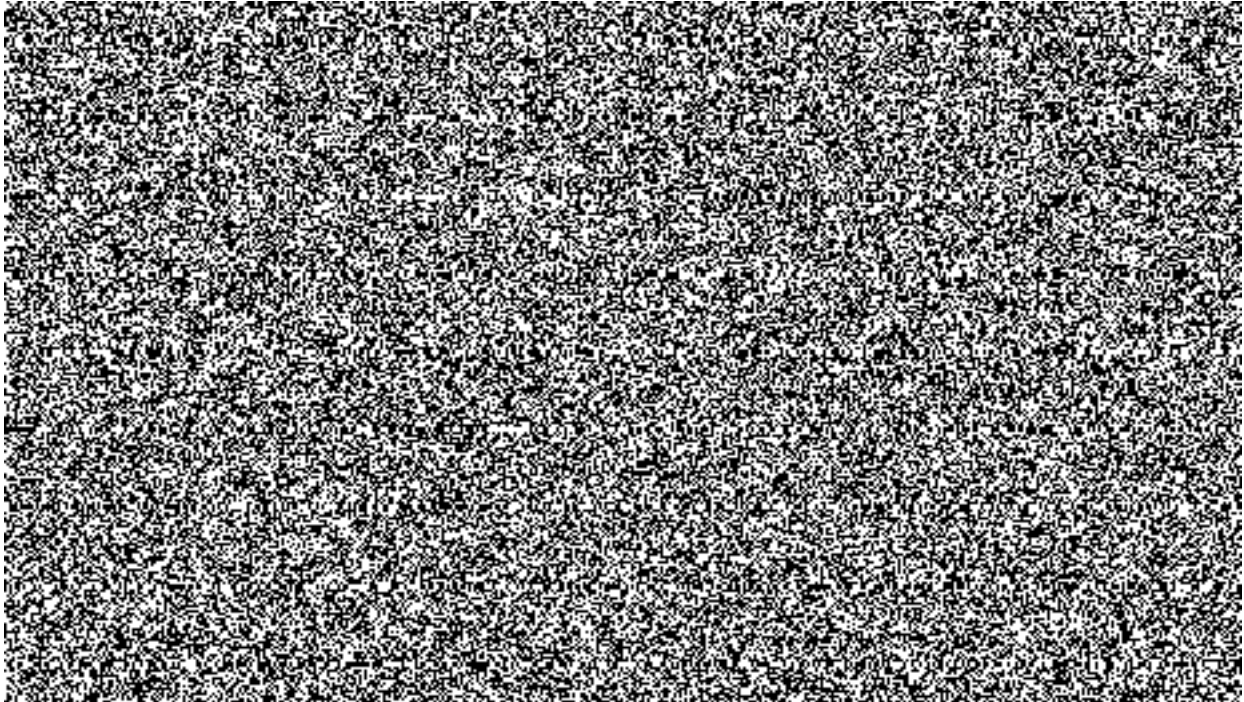
**Article VIII
WARRANTIES**







**Article IX
CONTRACTUAL PENALTIES AND FINES**



**Art. X
LIABILITY**

- 10.1. In the event of intent or gross negligence of the Supplier or its representatives or any person used to perform an obligation on behalf of the Supplier, the Supplier shall be liable according to statutory regulations. This shall also be the case for a breach of essential contractual obligations. In case of a breach of other contractual obligations, the Supplier's liability shall be limited to foreseeable, typically occurring damages.
- 10.2. The foregoing shall be the Supplier's sole liability, further liability shall be excluded.
- 10.3. The statutory liability of the Supplier for injury to life, body or health shall remain unaffected by the foregoing limitations.

**Article XI
FORCE MAJEURE**

- 11.1 The Supplier or Customer shall not be held responsible for failure to comply with the Agreement or the extension of deadlines caused by events that occurred independently of their will and prevent them from fulfilling their obligations, if it cannot be reasonably assumed that the event or its consequences could have been averted or overcome, and that the event was unpredictable at the time of the commitment.

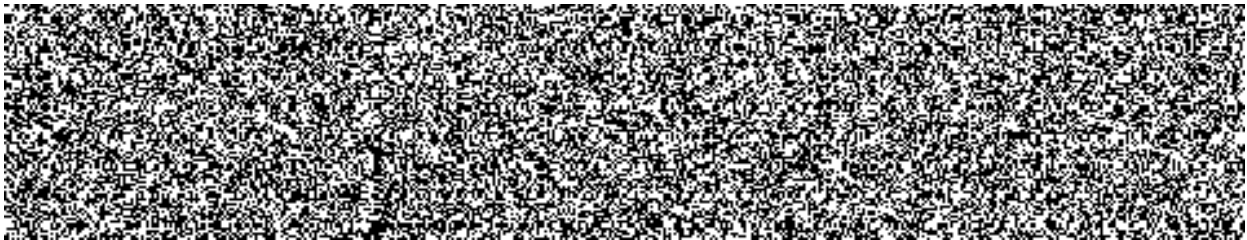
The contracting parties consider for example the following obstacles as circumstances excluding liability:

- natural disasters, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of the Supplier's sources of supply, shortage in material or energy, or
- acts, orders or priorities resulting from any government action, national or international authorities, or
- the occurrence of an obstacle mentioned above with any supplier or subcontractor of the Supplier (or lower level subcontractor or supplier), or
- if any supplier or subcontractor of the Supplier (or lower level subcontractor or supplier) is faced with a bankruptcy or insolvency event.

11.2 Should the above occur, the parties undertake to inform each other immediately.

11.3 There is no obligation to pay a penalty in cases excluding liability.

Art. XII LAW AND RESOLVING DISAGREEMENTS



Art. XIII CONFIDENTIALITY

13.1. The parties recognize the confidential and proprietary nature of the documentation and information provided to it relating to goods and/or services. Unless otherwise previously agreed in writing, the Customer and Supplier shall not copy or divulge any information directly or indirectly provided during or after the performance of the contract.

13.2. In case of breach of confidentiality, the non-breaching party shall be entitled to claim compensation from and against the other party.

Article XIV TERMINATION OF THE FRAMEWORK AGREEMENT AND RESOLVING DISAGREEMENTS

14.1. The Framework Agreement may be terminated by written agreement of both contracting parties.

- 14.2. The Framework Agreement may be terminated by either contractual party without giving reasons; the notice period is 3 months and commences on the first day of the month following the month in which the notice was delivered. Orders already placed by the Customer will be processed and fulfilled by both parties.
- 14.3. The Customer may withdraw from the Agreement, especially in the event that:
- there is an insolvency proceeding against the Supplier, in which the decision on bankruptcy was issued, if legally permissible,
 - bankruptcy petition on the Supplier was dismissed because the Supplier's property is insufficient to cover the costs of insolvency proceedings,
 - the Supplier enters into liquidation.
- The withdrawal from the Agreement shall be effective with receipt of the notice by the Customer.
- 14.4. In the event of a substantial breach of the Framework Agreement, each of the contracting parties has the right to withdraw from this Framework Agreement. As a substantial breach of the Framework Agreement the parties regard
- the non-delivery of goods by the Supplier within the deadline agreed in the order, non-delivery of the goods by the Supplier in the required quantity, quality and execution and the failure to provide or a delay in providing support for the supply of services (late handover of requirements, distorting data for customs proceedings, etc.) by the Supplier
 - late payment of the invoice for delivered goods longer than 90 days.
- 14.5. The termination shall be effective two (2) months after receipt of the termination notice, if no corrective measures have been proven to have been taken, following the above notice.
- 14.6. Disputes that may arise from or in connection with this Agreement shall be primarily settled by agreement of the parties.

Article XV TAXES & DUTIES, IMPORT AND EXPORT LICENCES

- 15.1. All goods, including but not limited to item(s)/commodity(ies) (goods/hardware, software and technology(ies)) and/or services may be subject to export laws and regulations as well as national, foreign and international regulations, and the parties acknowledge that violations to such laws and regulations are prohibited.
- 15.2. The Supplier will perform all necessary and appropriate procedures for requesting any official authorizations (such as export licenses) necessary for the performance of the Supplier's obligations under the Agreement. The Customer agrees to provide reasonable assistance or documentation or certificate(s) requested by the Supplier to obtain the necessary authorizations and/or to ensure compliance with the applicable laws and regulations.
- 15.3. The Supplier shall not be liable towards the Customer in case such authorizations mentioned in point 12.2. of this article are not granted or are granted with delay or if an authorization that has been granted is revoked or not renewed. Such event shall be considered as a force majeure case as per paragraph X.
- 15.4. Export licences/authorizations are provided for a specific end-use/end-user and/or with specific provisions and/or conditions. The Customer undertakes to abide by the

content of governmental licences/authorizations. Any change in the end-use/end-user of the corresponding items/commodities and/or services requires the prior authorization of the government that has issued the said export licences/authorizations. The Customer shall therefore notify the Supplier prior to any transfer of control, possession, registration, title, ownership, etc. of items/commodities and/or services to any third party in order to allow the Supplier to assess the necessary actions to be taken and procedures to be applied and shall follow the instructions given by the respective authority.

- 15.5. The parties also agree not to re-export any technical information or technology that may be exported under this Agreement without first obtaining the other parties' approval and, when necessary, governmental approval from the relevant authorities.
- 15.6. Irrespective of the applicable Incoterm, if goods and/or services are exported directly to a country outside the European Union, the Supplier will take over the responsibility to provide appropriate export customs documentation to the Customer or its designated freight forwarder. The Customer guarantees correct closure of the respective customs procedure in due time on leaving the European Union or the country of dispatch. In case of non-compliance, the Customer shall be liable for any additional costs and charges imposed on the Supplier by national tax administration.
- 15.7. In case of transportation by the Supplier of goods by ferry-flight, the Customer will have to provide additional documentation to the Supplier to prove exportation for value added tax purposes. The Supplier will inform the Customer about the required documentation in due time before the delivery date.

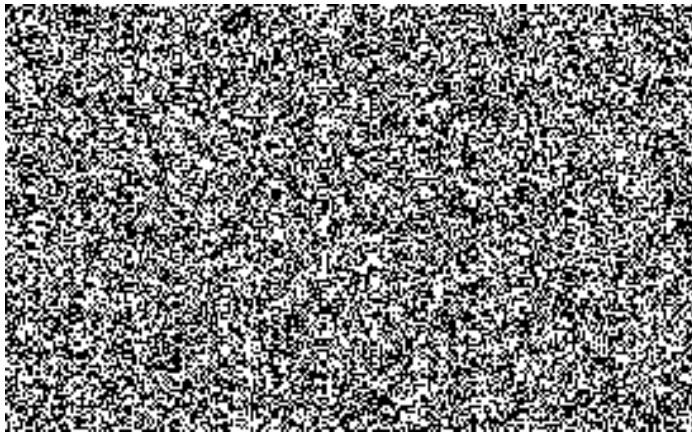
Article XVI INTELLECTUAL PROPERTY

- 16.1. The Supplier retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the goods and/or services.
- 16.2. Nothing in the Agreement shall be construed as a legal transfer of or license to (other than indicated herein below), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.
- 16.3. Copying, reproducing, communicating and/or transmitting to a third party the Supplier's goods and/or services, either wholly or partially, without the Supplier's express approval is strictly forbidden.
- 16.4. The Supplier grants the Customer a non-exclusive, non-transferable license to use the executable form of the software on the related goods, if any, for the purposes of operating EC 135 helicopters.

Article XVII FINAL PROVISIONS

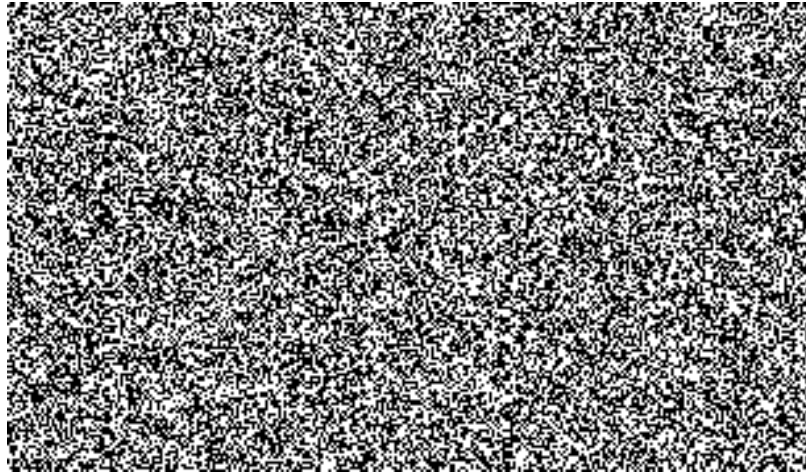
- 17.1. This Agreement shall enter into force on the date of its conclusion and become effective on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and on the Register of Contracts (Contract Registry Act).

- 17.2. This Agreement is executed in two (2) languages (English, Czech). Both language versions are identical and both are closed electronically. The governing language for the text of this agreement is English.
- 17.3. In the event that one (1) or more provision of this Agreement is considered void or unenforceable, the remaining provisions remain fully valid and enforceable.
- 17.4. No right or claim specified in this Agreement or part thereof may be transferred by either contracting party to another without the written consent of the other contracting party.
- 17.5. The Framework Agreement is concluded for a period of four (4) years from its effective date and expires by exhausting the agreed financial volume of EUR 6,471,780.00 excluding VAT, whichever occurs first.
- 17.6. Any amendments or supplements to the Agreement may be done solely in written form as numerically labelled amendments to the Agreement agreed by both parties.
- 17.7. Both contractual parties declare that they conclude this Agreement freely and seriously, that they consider the content of this Agreement clear and comprehensible and that they are aware of all facts that are decisive for concluding this Agreement, as a verification of which they affix their signatures below.



plk. Ing. Tomas Hytych, MBA

Director
Czech Police Aviation Department



Dietmar Strohofer
based on power of attorney

Sales Manager Europe Region
Airbus Helicopters Deutschland GmbH