

GENERAL TERMS AGREEMENT



for

Landing Gear's and Components

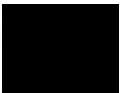
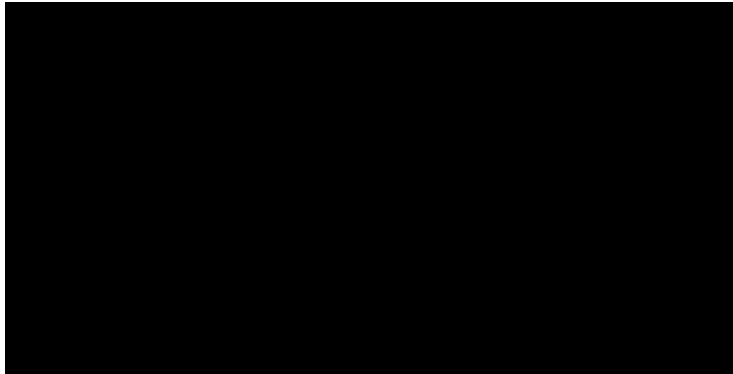
Maintenance, Repair and Overhaul

(hereinafter referred to as "**Agreement**")

Between



and



[REDACTED] [REDACTED]

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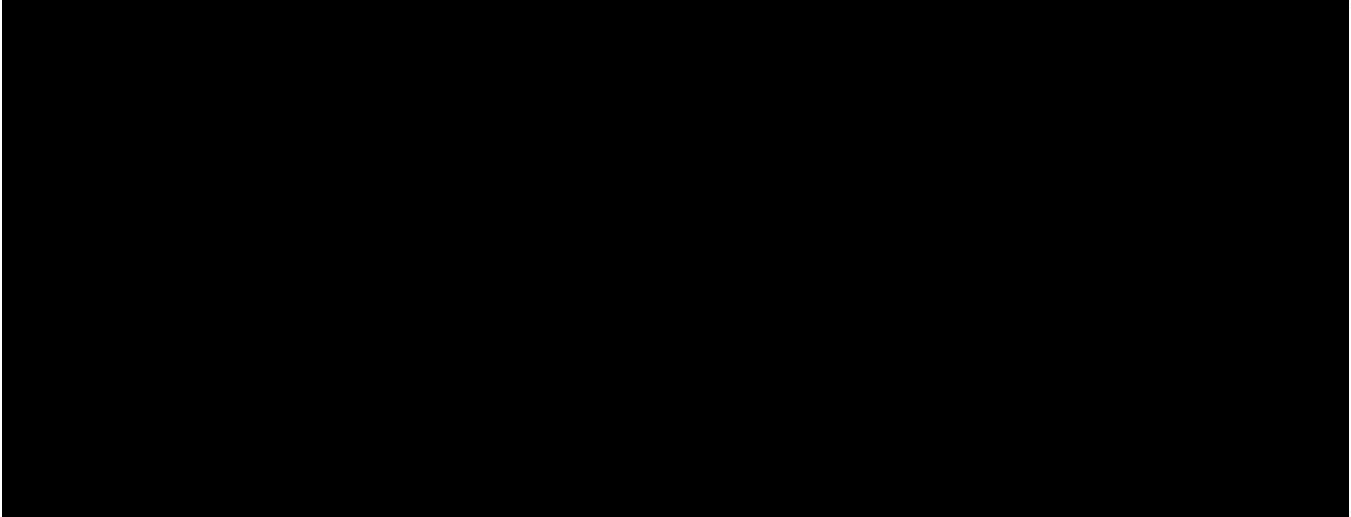
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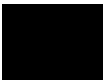
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This Agreement is made on the date of the signatures of both parties between:



(both hereinafter referred as “ **Parties**” or “**Party**”)





SECTION I: GENERAL

1. Definitions and Abbreviations

In this Agreement the following definitions apply:

Agreement	This non-exclusive Agreement including any sideletters, attachments, exhibits and annexes hereto including all amendments and supplements to this Agreement as are agreed in writing between the Parties
AMM	Aircraft Maintenance Manual
Anniversary	Each anniversary date of the Effective Date during the Term of this Agreement (the date which comes up every twelve months from the Effective Date)
Approved Data	Any information necessary to ensure that the aircraft or aircraft Component can be maintained in a condition such that airworthiness of the aircraft, or serviceability of operational and emergency equipment as appropriate, is assured
Approved Maintenance Organization	A MRO (Maintenance, Repair, Overhaul) provider approved and certified by national authority and additionally by EASA and/or FAA
Aviation Authority	The competent body responsible for the safety regulation of Civil Aviation in any relevant country
BER	Beyond Economical Repair; an Item is deemed to be BER in case the costs for rectification of the Item exceed or are likely to exceed 65% of Boeing Catalogue price of a new Item
BTB	Back to Birth, complete history of the Part from its date of manufacture connected with full documentations/certificates

Certificate of Conformance	A document to certify maintenance or manufacturing according to stipulated process specifications.
Certificate of Release to Service, or CRS	The Certificate of Release to Service (EASA Form 1, FAA Form 8130-3) confirms on behalf of the Aviation Authority approved maintenance / production organization that, unless otherwise specified, the listed actions have been carried out in conformity with the Quality Manual by personnel with appropriate authorizations and in accordance with approved regulations. It also confirms that the aircraft Component has been released to service with respect to the work carried out
CFR	Code of Federal Regulation
Components Maintenance Manual, or CMM	Any Components Maintenance Manual issued by the respective manufacturer
Component	A part, assembly (which can be installed as a unit), or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Components require aviation authority approval (EASA Form One, FAA 8130-3 or equivalent).
CRIT/AOG	Critical or Aircraft on Ground, as such terms are commonly understood in the aviation industry and are understood as urgent request
Day	Calendar day
Defect/s	Any abnormal or unusual condition of an Item following any of the Services rendered in respect of that Item under this Agreement whether or not this could eventually result in a failure
Delivery/To Deliver	As defined in Article "Delivery, Transportation and Packing"
Dual Release	Certificate of Release to Service (CRS) valid for EASA/FAA customers, issued by a maintenance organization holding both an EASA Part-145 Approval

and a FAA 14 CFR Part 145/TCCA CAR 573 Certificate, certified:

- on a EASA Form 1 including a CFR Part 43 Return to Service statement when the organization is located in an EASA country;
- on a FAA Form 8130-3 including and EASA Part-145.A.50 Release to Service statement when the organization is located in the USA.

EASA

European Aviation Safety Agency

EASA Material Categories

Aircraft Components:

A part, assembly (which can be installed as a unit), component, or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Aircraft Components require aviation authority approval (EASA Form 1, FAA 8130-3 or equivalent)

Standard Parts:

Parts which are defined in conformity with a national / international standard or specification, e.g. DIN / MS / NAS, or which area defined by a type certificate holder in a standard parts manual which has been approved by his national authority

Raw Material: Semi-finished products, e.g. sheet metal, plastic profiles, which cannot be used without processing

Consumables: Fluids, such as cleaning agents, pickling agents, primers, paints etc., for surface treatment, adhesives, additives for welding or plasma jet welding, or other auxiliaries or additives, such as lubricants and fuels

Effective Date

The date as specified in art. 23.1 hereof

Expandable material

means those items for which no authorized repair procedure exists and for which cost of repair would normally exceed that of Landing Gear replacement;

Extended Workbench

Non EASA Part 145 Organizations working under the quality system of a EASA Part 145 Approved Maintenance Organization (Sub-contracting)

FAA	Federal Aviation Administration of the United States of America
FAR	Federal Aviation Regulation as in force in the United States of America
IATA-DGR	International Air Transport Association – Dangerous Goods Regulations
Inflation Rate	means an increase in average annual consumer price index characterized by the percentage change of the average price level of latest twelve months against the average level of previous twelve months published for the Czech Republic by Czech Statistical Office https://www.czso.cz/csu/czso/inflation_rate
ICAO-TI	International Civil Aviation Organisation – Technical Instructions
IMDG-Code	International Maritime Dangerous Goods Code
INCOTERMS	Regulations of the International Chamber of Commerce for freight forwarding, including transportation insurance as published by the International Chamber of Commerce as “Incoterms 2010”
Inspection/To Inspect	The examination of/to examine an Item to establish conformity with an approved standard
Item/Maintained Item	Any level of hardware assembly (i.e. system, subsystem, module, accessory, Component, unit, Part, etc.) to be serviced under this Agreement, as specified in Attachment A or as agreed in writing between the Parties
LDG	Landing Gear set (includes Main Landing Gear RH, Main Landing Gear LH and Nose Landing Gear)
Life Limited Part or LLP	Life Limited Part, as that term is commonly understood in the aviation industry, these parts are uniformly specified by manufacturer and are subject of records of flight cycles and hours
Maintenance/To Maintain	Any one or a combination of Overhaul, Repair, Inspection, Replacement or Modification of an Item

Mandatory Modification

Any Modification required by law, regulation or order issued by any competent body or Aviation Authority in any relevant jurisdiction

Materials

Minimum Period

The minimum period of the Term as defined in Article "Term and Termination"

MLG

Main Landing Gear

Modification/To Modify

The alteration of/to alter an Item in conformity with an approved standard

NAA

National Aviation Authority

NLG

Nose Landing Gear

OEM

Original Equipment Manufacturer being the original manufacturer of an Item, Part or Component

Part

One, two or more pieces joined together which are not normally subject to disassembly without destruction of designed use

Party/Parties

PMA part

Part of aircraft or aircraft component, manufactured under FAR 21 Subpart K "Part Manufacture Approval"

Quality Department

Quality Manual

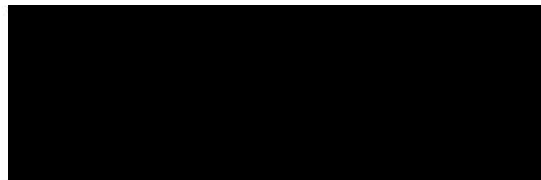
Maintenance Organization Exposition/MOE

Redelivery/To Redeliver

As defined in Article "Delivery, Transportation and Packing"

Repair/To Repair

The restoration of/to restore an Item / aircraft Component to a serviceable condition in conformity with an approved standard



Repair Order



Scrap Material

Parts which are non-repairable according to OEM Manual

Services

All services and all work and actions such as but not limited to the services specified in Attachment A or otherwise agreed upon in writing as are to be performed in accordance with the terms of this Agreement

Subcontracting/To Subcontract

The contracting of any Services to a Subcontractor

Subcontractor

Any person, legal or natural, rendering certain Services

Technical Defect

Any finding during maintenance established out of OEM Manual repair capabilities

Term

The Term of this Agreement is the period of its effectiveness, as defined in Article "Term and Termination"

Turnaround Time; or TAT

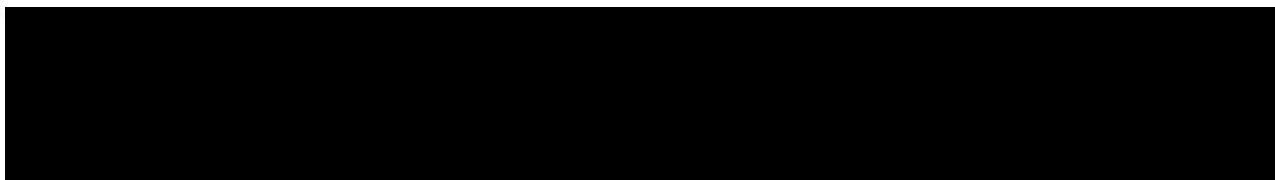
The period of time agreed upon between the Parties for the rendering of the Services from the date of Delivery until the date of Redelivery

Warranty Repair Claim

A claim under the warranty given under this Agreement made in accordance with Article 19

2. Subject Matter of the Agreement

2.1.



2.2.

shall provide the Services in respect of the Items.

2.3.

This Agreement constitutes general terms applicable to all Repair Orders placed by with regards to the Items and the Services. For all Services to be performed shall issue a Repair Order in accordance with Article 3 ("Repair Order Administration") of this Agreement and shall deliver the respective



[REDACTED] shall Maintain, Modify or carry out any other Service in respect of the relevant Items as the case may be.

2.4. [REDACTED] issues orders with regards to the maintenance of items which are not covered by Attachment A and C to this Agreement and for which no independent agreement is applicable [REDACTED] with an offer on such order. The offer shall include the part number concerned, a description of the Services, the Turnaround Time and the price. For avoidance of any possible doubts the Parties hereby confirm that an offer issued [REDACTED] not be binding to [REDACTED] unless and until [REDACTED] accepts such offer in writing.

2.5. All Repair Orders shall be subject to the terms and conditions set out in this Agreement and in case of any inconsistency or conflict between the terms of a Repair Order and the provisions of this Agreement, the terms of this Agreement shall prevail.

[REDACTED]

[REDACTED]

SECTION II: PERFORMANCE

[REDACTED]

- [REDACTED]
- [REDACTED]
- 3.2 For administrative reasons [REDACTED] shall acknowledge [REDACTED] Repair Order in writing within twenty four (24) hours upon receipt of such [REDACTED] in address specified above. Provided that [REDACTED] is to duly and timely accept the Repair Order in accordance with previous sentence of this article 3.2, such Repair Order shall be deemed accepted immediately after expiration of the period for delivery of the acceptance. [REDACTED] is entitled to refuse any Repair Order, which is not made in full compliance with this Agreement, in particular for Services not scheduled within Art. 15 hereof.

4. Performance of Services

- 4.1. All Services shall be rendered duly, timely, [REDACTED] own costs and risk, and in accordance with EASA Part-145 and 14 CFR Part 145 for Approved Maintenance Organizations.
- 4.2. Technical Defects on Items identified during Maintenance which lead to a non-airworthy condition of the Item shall be reported via email to responsible [REDACTED] Engineering Department Member.
- 4.3. [REDACTED] shall comply with all applicable environmental regulations and other environmental related legal or regulatory requirements.



5. Quality Demands



All Services rendered under this Agreement shall be performed by [redacted] in accordance with this Agreement and in accordance with [redacted] quality system approved by the EASA and the FAA or approved by the FAA and accepted by the EASA.

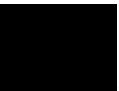
[redacted] warrants that it will not in any event subcontract any maintenance work connected with the Services provided to [redacted] to anyone in the United States who is not covered by a FAA approved Antidrug & Alcohol Misuse Testing Program.

5.2. Audits

[redacted] shall provide access to [redacted] at least two (2) working days prior to [redacted] access, [redacted] representatives, the competent aviation authority [redacted] customer and EASA/FAA standardization team staff shall have access to [redacted] facilities at any time (but not earlier than three (3) Days after delivery of such [redacted] notification [redacted] allows earlier access) in order to carry out an audit of compliance with the applicable standards and procedures regarding provided Services.

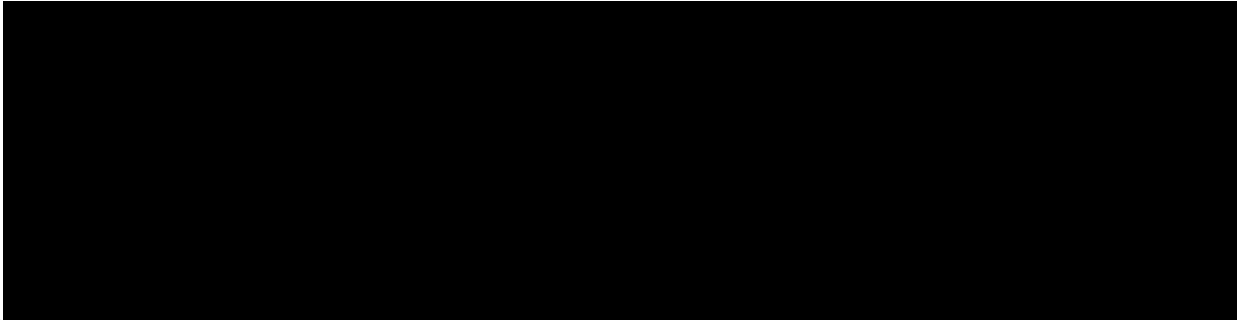
5.3. Certification/Approval

[redacted] warrants that all Materials and all Items supplied by [redacted] Subcontractor or Redelivered [redacted] under this Agreement conform to the applicable airworthiness requirements and the aircraft manufacturer specifications. Product source and certification must be established and documented and made available [redacted] Unless otherwise stated below. All Items delivered [redacted] must be traceable pertaining to part number, manufacturer, serial number, quantity, number, delivery date, quantity, [redacted] Delivery information and documents related to the Materials and [redacted] [redacted] Subcontractor must be archived at least three (3) years in electronic version by [redacted] will hand over to [redacted] after Redelivery Term hardcopy and electronic version of the documentation.

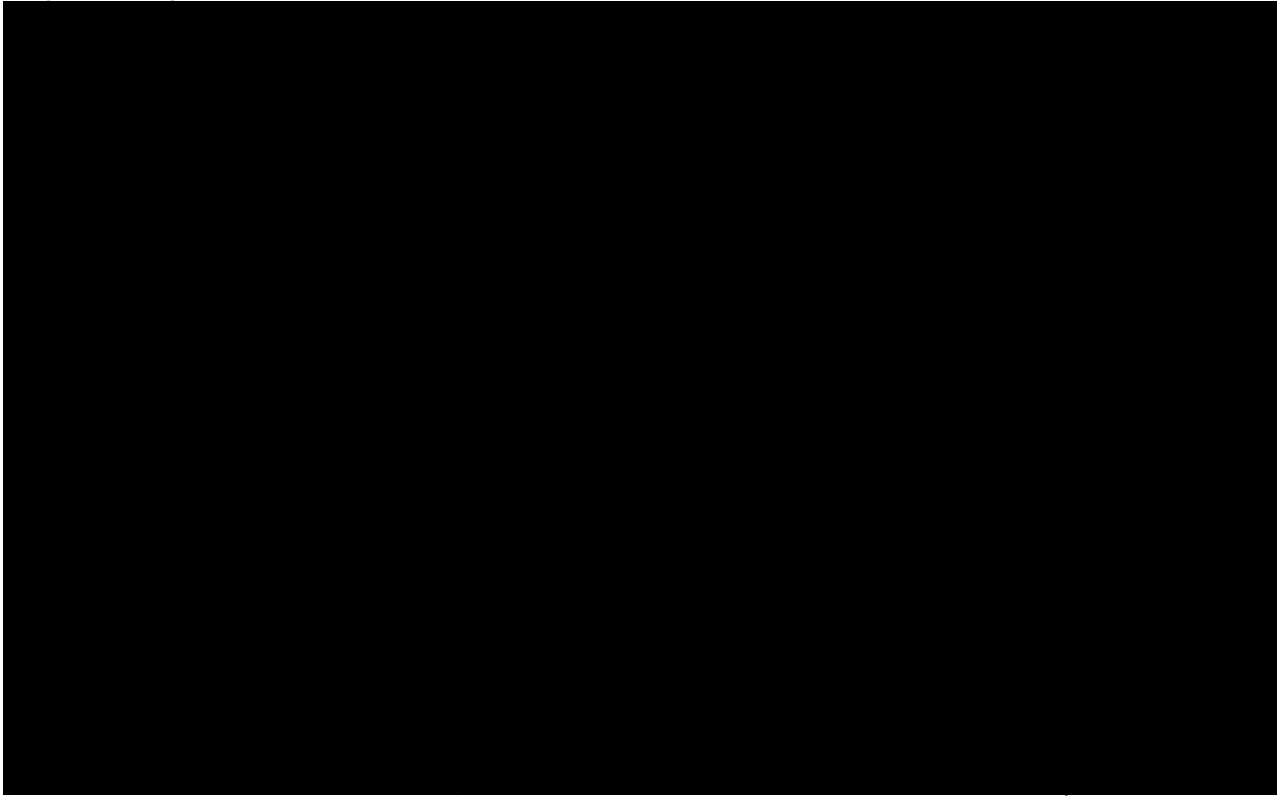




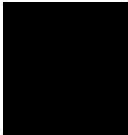
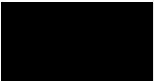
Deliveries of new Items shall be traceable to the OEM, Deliveries of used spare parts shall be traceable to maintenance organizations and repair stations and shall in any case be accompanied by an entirely completed CRS. In addition to the required certificate of conformance, the Parts must be accompanied by the operational records (maintenance records) that provide information on the Items status:

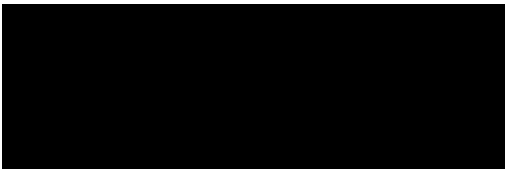


Specifically for LDG:



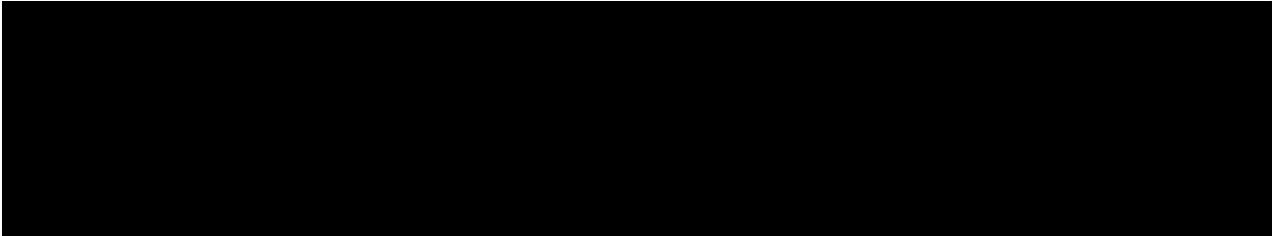
Specifically for LDG parts with no complete Back to Birth Traceability may only be installed with [redacted] written approval with such installation or its written rejection of such installation within [redacted] after delivery of [redacted] the latest. During weekends and public holiday [redacted] inform [redacted]



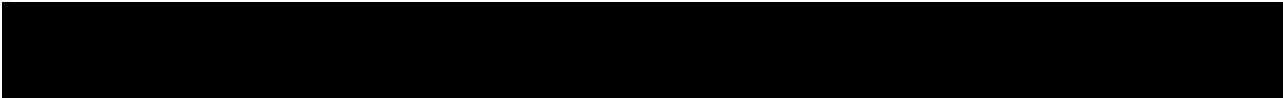


Provided that such [redacted] written approval or written rejection will not be delivered [redacted] within the aforementioned period, it shall be deemed Excusable Delay of [redacted] Parties are entitled to deliver the documents under this provision to the other Party via email sent to the email addresses specified in Article 25.1 of this Agreement.

All Items returned to [redacted] after Maintenance have to be released and accompanied by a Combined Certificate (Dual Release) in accordance with the regulations of EASA Part-145, 14 CFR Part 145 (the status "rebuilt" on FAA Form 8130-3 is not accepted by the EASA and must be agreed). FAA Form 8130-3 is only accepted if the EASA Approval Number is explicitly stated in box 13. Deviating decisions while ordering should be documented and obvious within the material incoming inspection.

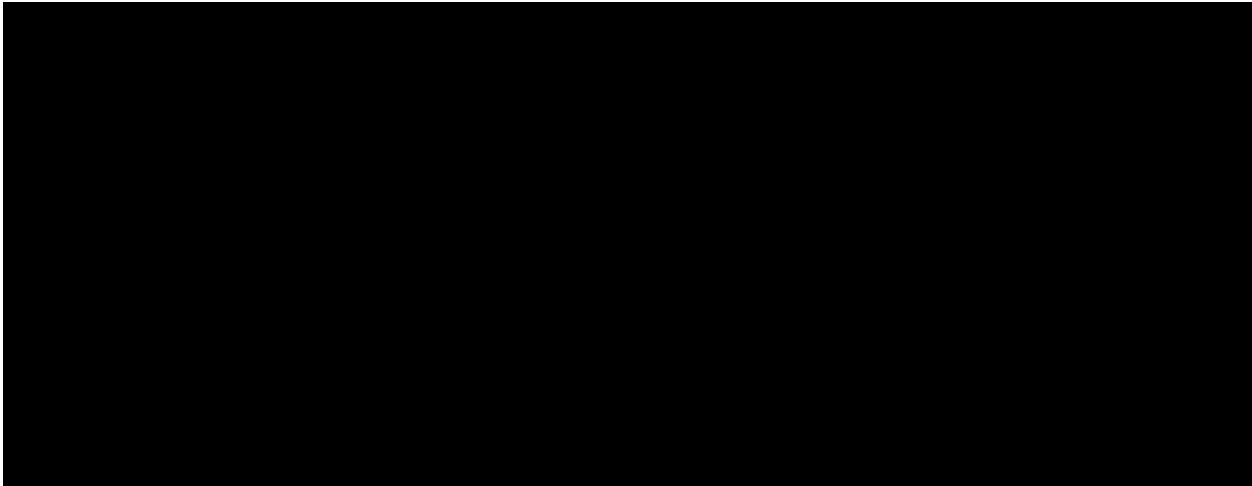


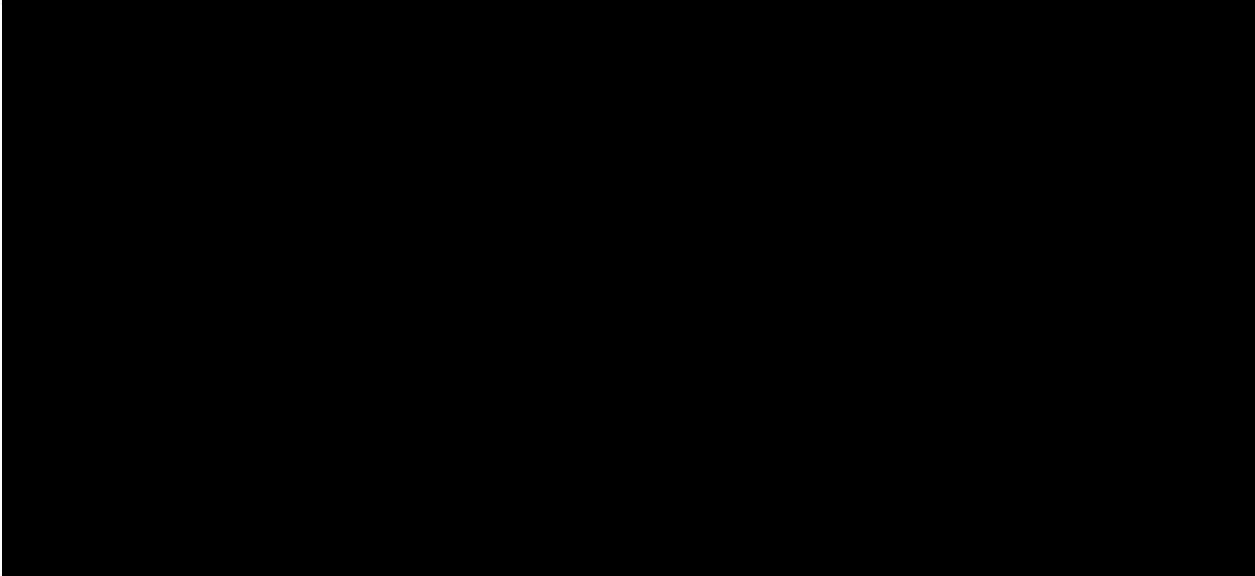
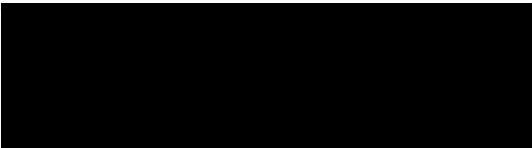
5.4.



Upon request, [redacted] shall without undue delay provide with full "back to birth" traceability history records (all certificates issued during component life) for all Components, which were exchanged during Overhaul and then remain in property of [redacted]

[redacted] the following documentation, as follows:





6. Reporting and Acceptance

6.1. Upon Redelivery of any Item, [redacted] detailing the condition at Redelivery and the Services performed by [redacted] („Repair Report“). The Repair Report and a copy of the invoice have to be attached to each Item Redelivered to [redacted]

6.2. [redacted] shall accept or reject (as the case may be) the Redelivered Item within [redacted] after its Redelivery. Such acceptance or rejection shall be based on the examination of the Items Redelivered for any Defect or non-conformance reasonably discoverable by visual inspection [redacted] does not reject the Redelivered Item within the aforementioned period, [redacted] shall be deemed to have accepted it (“Acceptance”). Any actual or deemed Acceptance shall be deemed to include a reservation with regard to latent Defects and shall not limit the obligations [redacted] pursuant to Article 19 (“Warranty”) or any other obligations or liabilities of [redacted] under this Agreement with respect to latent Defects. For avoidance of any doubt Parties hereby declare that after Acceptance or deemed Acceptance of Item [redacted] [redacted] is not entitled to exercise its rights arising from a defective performance and/or rights arising from warranty with respect to evident Defects.

6.3. [redacted] shall not be obliged to accept Redelivery of partial shipments of related relevant Repair Order unless otherwise agreed in writing between the Parties. Payment for provided Services shall only be effected for complete Redelivery related to the relevant Repair Order.

6.4. Items Redelivered shall only be deemed to have been accepted upon full performance, such as but not limited to Redelivery of all Items of the respective Repair Order in accordance with this Agreement, even if partial shipments are not rejected by [redacted]



[REDACTED]

[REDACTED]

7. Subcontracting

- 7.1. [REDACTED] may subcontract only to EASA/FAA approved maintenance facilities or to any other maintenance facility provided that [REDACTED] quality assurance system is extended to such facility.
- 7.2. Subject to the provisions of Article 19 ("Warranty") [REDACTED] warrants that any Services rendered by Subcontractors are of the same standards and of the same quality as those required under this Agreement for the Services rendered by [REDACTED] shall remain responsible toward [REDACTED]
- 7.3. [REDACTED] about new subcontractors in advance, list of current Subcontractors is stated in Attachment B of this Agreement.

8. Material Provisioning

- 8.1. [REDACTED] will be responsible in full for its own material provisioning.
- 8.2. All defective Items removed shall be replaced by [REDACTED] with corresponding serviceable Items.
- 8.3. **Exchange Material**

All Items which are exchanged must be interchangeable in both fit and function and/or capable of Modification or updating to [REDACTED] then current standards.

[REDACTED] will make commercially reasonable efforts to Repair and return Items of [REDACTED] and on previous Quotation of [REDACTED] which shall be approved or rejected by [REDACTED]. Such rejection releases [REDACTED] from its obligation to fulfil the respective Repair Order. [REDACTED] will provide a report of the current status of Parts, including the back to birth record of LLP, for all exchanged LLP and keep traceability to the last certifying entity for non-life limited Parts, in his records for a period of a [REDACTED] years in electronic version [REDACTED] will hand over to [REDACTED] after Redelivery Term hardcopy and electronic version of the documentation.

8.4. Modification Material

[REDACTED] is responsible for provisioning of the modification material and the tooling required to accomplish service bulletins or Modifications.



8.5. PMA parts usage

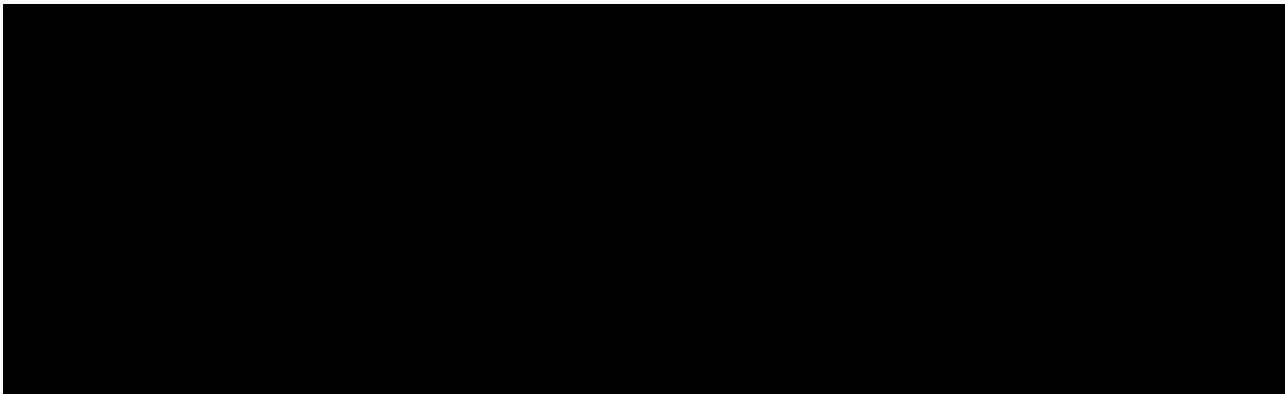
For assembly, [REDACTED] is entitled to use PMA parts only for non-standard replacement Parts after prior written approval of [REDACTED] is obliged to deliver to [REDACTED] its written approval with use of PMA parts or its written rejection of use of PMA parts within [REDACTED] delivery of [REDACTED] at the latest. Provided that such [REDACTED] written approval or written rejection will not be delivered [REDACTED] within the aforementioned period, it shall be deemed that [REDACTED] rejected the use of PMA parts. During weekends and public holidays [REDACTED] responsible person on duty at [REDACTED]

Parties are entitled to deliver the documents under this provision to the other Party via email sent to the email addresses specified in Article 25.1 of this Agreement.

8.6. Hydraulic Parts

[REDACTED] shall arrange an inspection/test of hydraulic components during Landing Gear overhaul performance in cooperation with its subcontractor. [REDACTED]

In case the finding will occur and must be performed higher level of maintenance (repair/overhaul) [REDACTED]

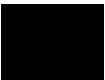


9. Modifications

[REDACTED] shall perform all Mandatory Modifications and any Modifications required by an OEM. Modifications issued as recommended or optional shall be performed upon written request of [REDACTED]

10. Beyond Economical Repair (BER)

In the event that an Item is BER [REDACTED] Maintain the Item or replace it by a new or used Item at expense of [REDACTED] will send Quotation to [REDACTED] which shall be approved or rejected. [REDACTED] is obliged



[REDACTED]

[REDACTED]

to deliver [REDACTED] written notification whether [REDACTED] requests Maintenance of such Item or replacement of such Item within [REDACTED] after delivery of [REDACTED] the latest. During weekends and public holiday [REDACTED] will inform [REDACTED] responsible person on duty at email address: [REDACTED]

Provided that such written notification will not be delivered to [REDACTED] within the aforementioned period, it shall be deemed as an excusable delay of [REDACTED] Parties are entitled to deliver the documents under this provision to the other Party via email sent to the email addresses specified in Article 25.1 of this Agreement.

11. Scrap Handling

- 11.1. Any Scrap Material shall be identified by [REDACTED] shall be immediately reported to [REDACTED] writing and shall be Redelivered with the Maintained Item Redelivery.
- 11.2. [REDACTED] writing prior Redelivery of Maintained Item that [REDACTED] does not want Redelivery of the Scrap Material with the Maintained Item the Scrap Material shall remain at [REDACTED] disposal for a period of thirty [REDACTED] after Redelivery of the Maintained Item.
- 11.3. In case [REDACTED] exchanges Items or parts thereof (e.g. in order to meet the TAT), intends to maintain the replaced Item or part thereof at a later stage and during such maintenance realizes that the replaced Item or part thereof is scrap [REDACTED] shall be obliged to pay for the fact that the replaced Item or part thereof is scrap if such scrap was reported.
- 11.4. [REDACTED] decides to scrap the Scrap Material (which is not covered by this Agreement – i. e. Consumable material) locally after the notification specified in article 11.1 of this Agreement at [REDACTED] shall perform scrapping at no charge for consumable material. For other type of material will [REDACTED] provide with quotation per each relevant part number, which shall be approved or rejected by [REDACTED] In case of rejection [REDACTED] will scrap the other material on its own costs. For any scrapped material by [REDACTED] will provide [REDACTED]
- 11.5. Any further use of Scrap Material by [REDACTED] shall be subject to a separate written agreement between [REDACTED] all in no event make any use of Scrap Material unless such agreement has been entered into by and between the Parties.

[REDACTED]

[REDACTED]

12. Delivery, Transportation and Packing

12.1. The responsibility for transportation of the Items (including risk, insurance and cost) shall be as follows:

12.2. Transport of the Items in both directions shall be in accordance with the following INCOTERMS (if not specified another conditions in advance):

[REDACTED]

12.3. Any special regulations, e.g. ADR, ATA 300, IATA-DGR, ICAO-TI, IMDG-Code or RID for the shipment of the Items shall be observed by [REDACTED] in connection with its obligation to effect shipment.

12.4. [REDACTED] shall prepare the Items for Delivery in appropriate packing in accordance with special regulations, in particular regulations specified in Article 12.2 of this Agreement, which shall be also used for Redelivery. [REDACTED] shall Redeliver the Items by using the same packing as provided by Primera Air if possible. For transport of spare LDG set according overhaul schedule specified by this Agreement, [REDACTED] will provide with three (3) plywood boxes, which are and remain [REDACTED] subcontractor's property.

12.5. [REDACTED] for packing of the Items in case of the packing for Redelivery, unless [REDACTED] not fulfill its obligation specified in Article 12.3 of this Agreement.

12.6. All Items shall be accompanied by appropriate shipping documents enabling [REDACTED] to identify the Item accordingly (if not specified otherwise in Suppl. Agreement to this Agreement).

Shipping addresses:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Any divergent shipping address will be clearly identified on the respective Repair
[REDACTED]

13. Turnaround Time

13.1. General

The Parties agree upon the Turnaround Times stated in Attachment A and C or otherwise mutually agreed in writing and [REDACTED] hereby covenants to meet such TAT.

13.2. Extended TAT for Modifications

Extended Turnaround Times for Modifications shall be negotiated between the Parties prior to the performance of each Modification.

13.3. Status Report

For all Items Delivered to [REDACTED] shall provide an individual internet based repair status by using the facility provided by [REDACTED]
[REDACTED]

13.4. TAT Exceeding

[REDACTED] realizes that the TAT specified in Attachment A or otherwise agreed upon in writing is or may be exceeded [REDACTED] the reasons and the new Redelivery date. Such notification, however, shall not affect the obligations of [REDACTED] the guaranteed TAT or limit any obligation or liability [REDACTED] for such TAT exceeding, unless otherwise stated in this Agreement.

[REDACTED]

[REDACTED]

13.5. Exchange/Loan/New Items

- [REDACTED]
- an exchange item (except LDG),
 - a loan item; or
 - a new item.

In case of an exchange, exchange item shall become the property of [REDACTED] or the respective owner of the Item originally Delivered to [REDACTED] for Maintenance upon receipt by [REDACTED] in its facilities. The exchanged parts must have BTB documents and Flight Cycle same or lower than Flight Cycle of relevant complete Landing Gear. Title to the Item originally Delivered to [REDACTED] at the same time. [REDACTED] represents and warrants that in case the Item originally Delivered to [REDACTED] for Maintenance is owned by other person or entity that [REDACTED] is entitled to act on behalf of such owner and conclude this Agreement, in particular with respect to transfer of the ownership title to such Item from such owner to [REDACTED] under terms and conditions specified in this Agreement (in particular this Article 13.5 of this Agreement), and that the ownership title to such Item will pass to [REDACTED] at the aforementioned time. In this context [REDACTED] undertakes that the owner of such Item originally Delivered to [REDACTED] for Maintenance will without undue delay take all steps/actions and will provide [REDACTED] with all cooperation needed to successful transfer of the ownership title to such Item from such owner to [REDACTED]. Provided that (i) any aforementioned [REDACTED] representation and/or warranty will be untrue, misleading or incomplete, [REDACTED] shall not become an owner of the Item originally Delivered to [REDACTED] for Maintenance at the aforementioned time and/or will not become an owner of such Item at all and/or (ii) [REDACTED] breaches its obligation that the owner of the Item originally Delivered to [REDACTED] for Maintenance will take all steps/actions and provide cooperation in accordance with the aforementioned [REDACTED] [REDACTED] shall compensate [REDACTED] all damages and/or other harm suffered by [REDACTED] in this connection [REDACTED] request.

The exchange item shall be of the condition and modification status as the Item originally Delivered to [REDACTED] would have been after Maintenance [REDACTED] may provide [REDACTED] with an item with a higher modifications status after having received a written approval of [REDACTED] only if the Item originally Delivered to [REDACTED] and the exchange item are two ways interchangeable. [REDACTED] shall submit to [REDACTED] all relevant data concerning the exchange item such as, but not limited to, maintenance life history data.

In case of provision of loan item the details shall be specified in respective Supplemental Agreement.

[REDACTED]

[REDACTED]

In case of provision of a new item, such item shall become the property of [REDACTED] upon receipt at facilities of [REDACTED]. The Item originally Delivered for Maintenance shall remain the property of [REDACTED] or its customer. As soon as the Services on the Item originally Delivered [REDACTED] have been completed such Item shall also be Redelivered to [REDACTED].

In case [REDACTED] is not able to provide a sufficient number of exchange, loan or new items in accordance with this Article [REDACTED] full and on demand for the loan of such items from any other source.

13.6. Art. 13.5 shall not apply and TAT shall be deemed preserved in case that TAT extension is caused by one or more of the following reasons:

- the invoice pursuant to art. 17.5 is not paid in time, [REDACTED] in delay with fulfilment of any substantial obligation pursuant this Agreement,
- Force Majeure event or Excusable Delay pursuant to Art. 22 hereof.

[REDACTED]

[REDACTED] shall record part numbers, quantity in stock as well as serial numbers of all Items, Parts and other material Delivered by [REDACTED] as custodian [REDACTED]. [REDACTED] shall check inventory of [REDACTED] – control sheet submitted by [REDACTED] and shall notify [REDACTED] about any discrepancies between its own inventory and inventory-control sheet within [REDACTED] upon such request. In case of no discrepancies [REDACTED] shall confirm the correctness of the inventory-control sheet to [REDACTED] within [REDACTED] upon request.

15. LDG Maintenance Schedule

- Only if aircraft registration listed in the overview below will be still operated by [REDACTED]
- Limited to A/C registration listed in the overview below

[REDACTED]




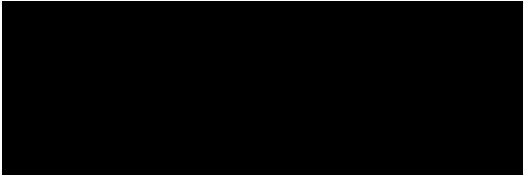
14.1. LDG Delayed Delivery

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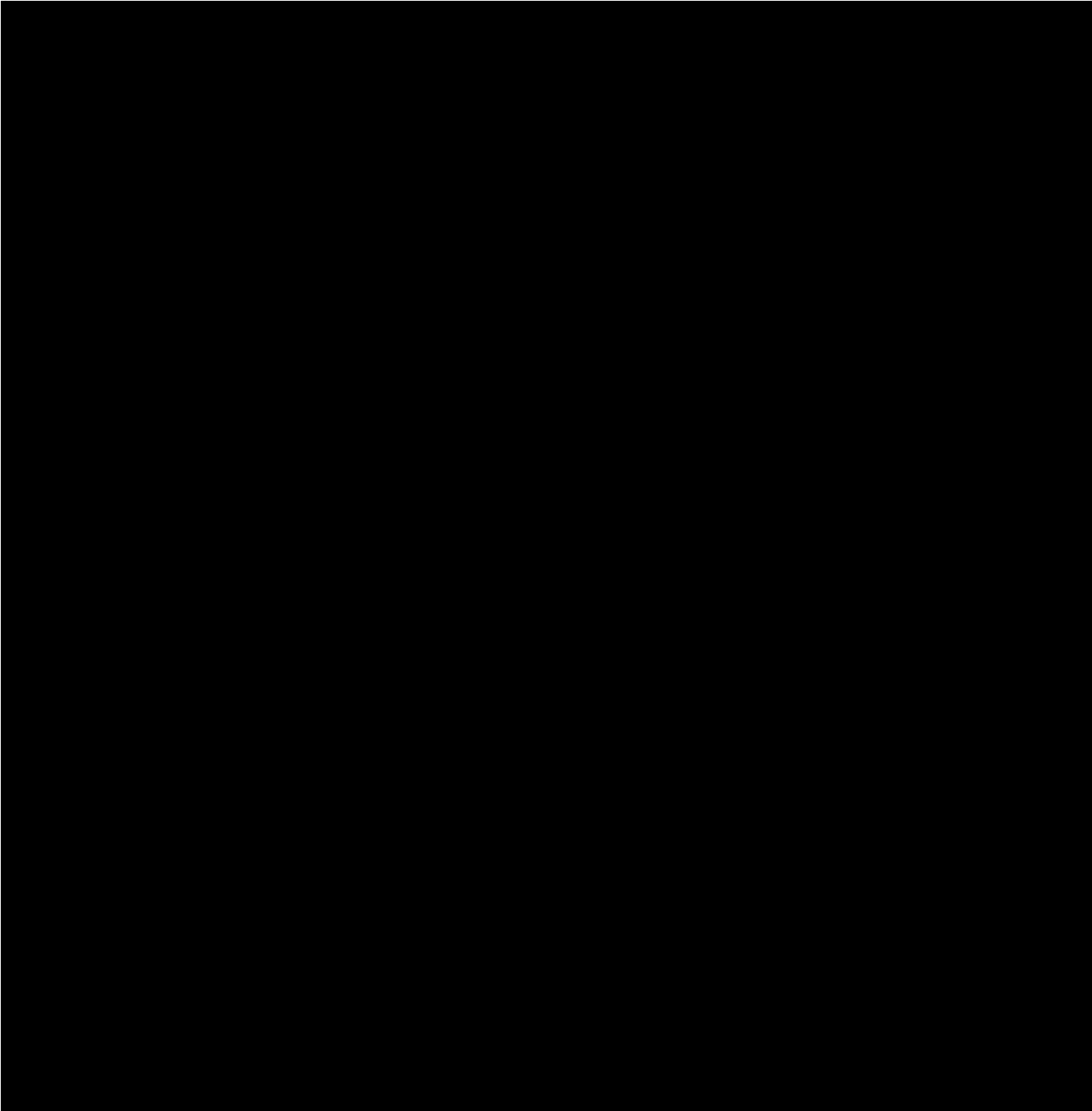
14.3. LDG schedule

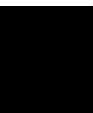
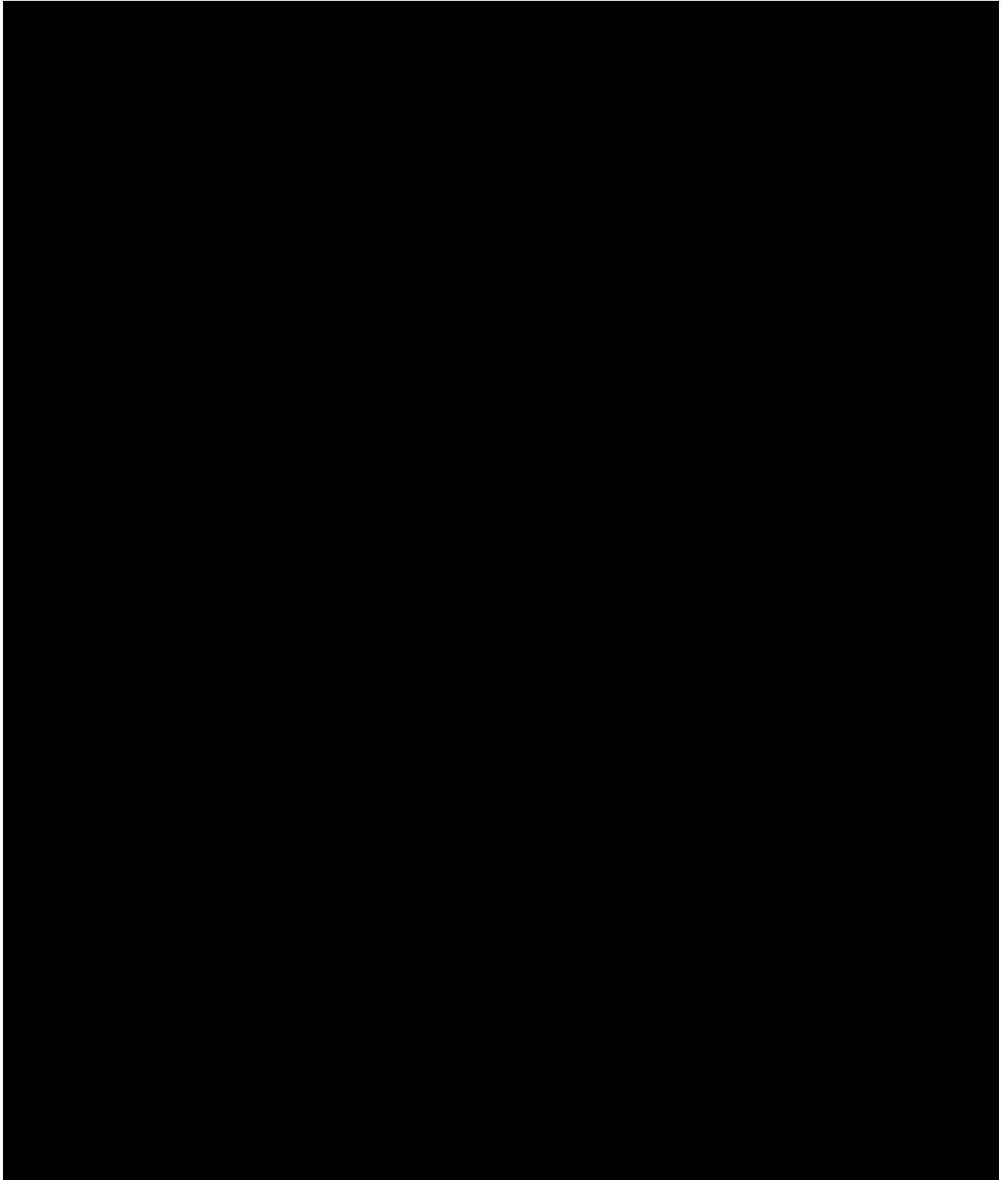
Each term/slot will be specified in details by Suppl. Agreement to this Agreement. Both Parties will mutual agree on specific terms, which must be confirmed by email at least  In case of peril both Parties will make an effort to find a mutually accepted solution.

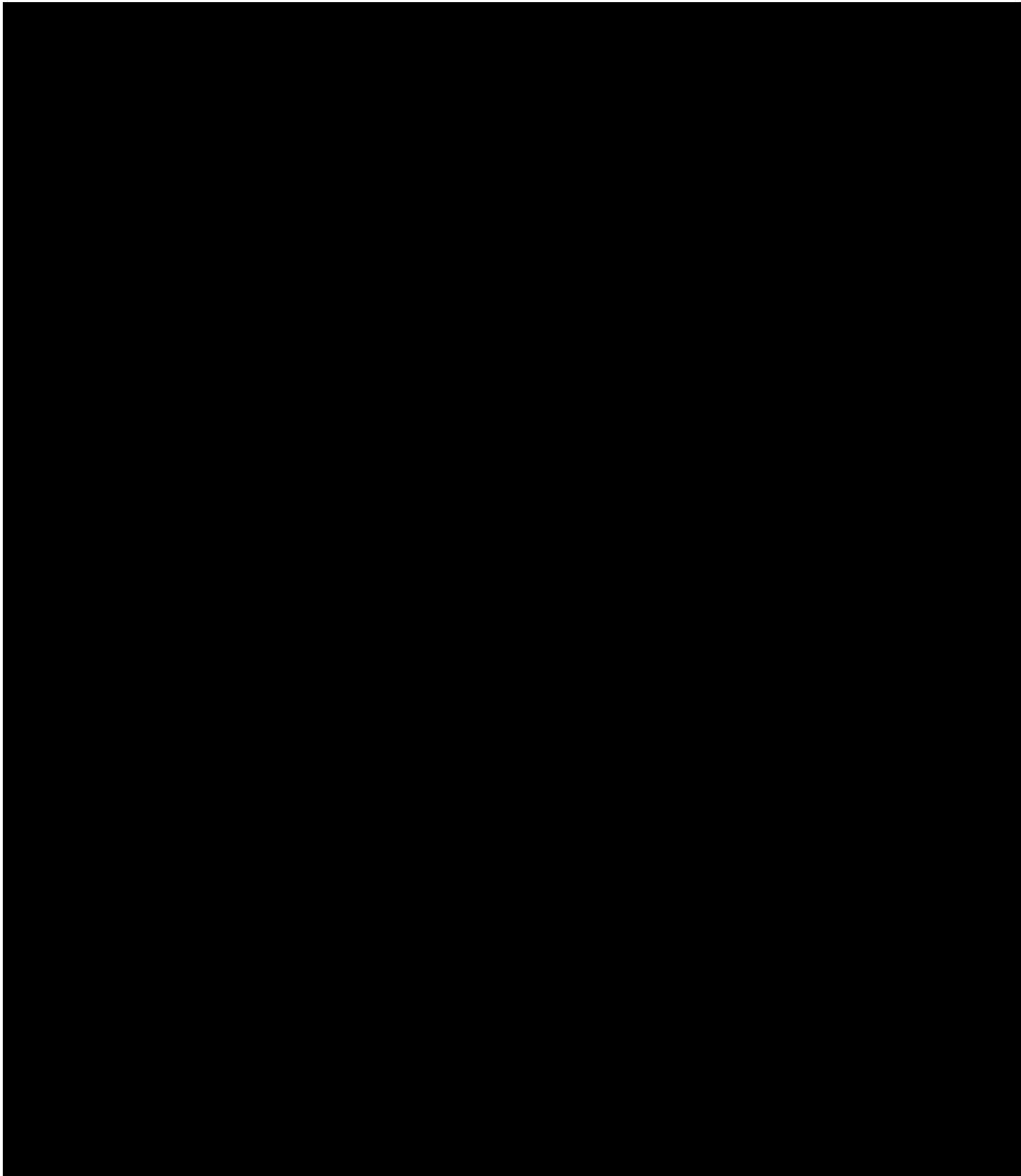
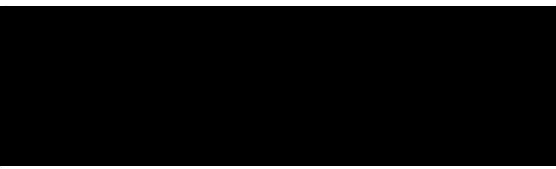


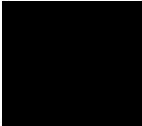
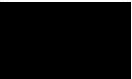
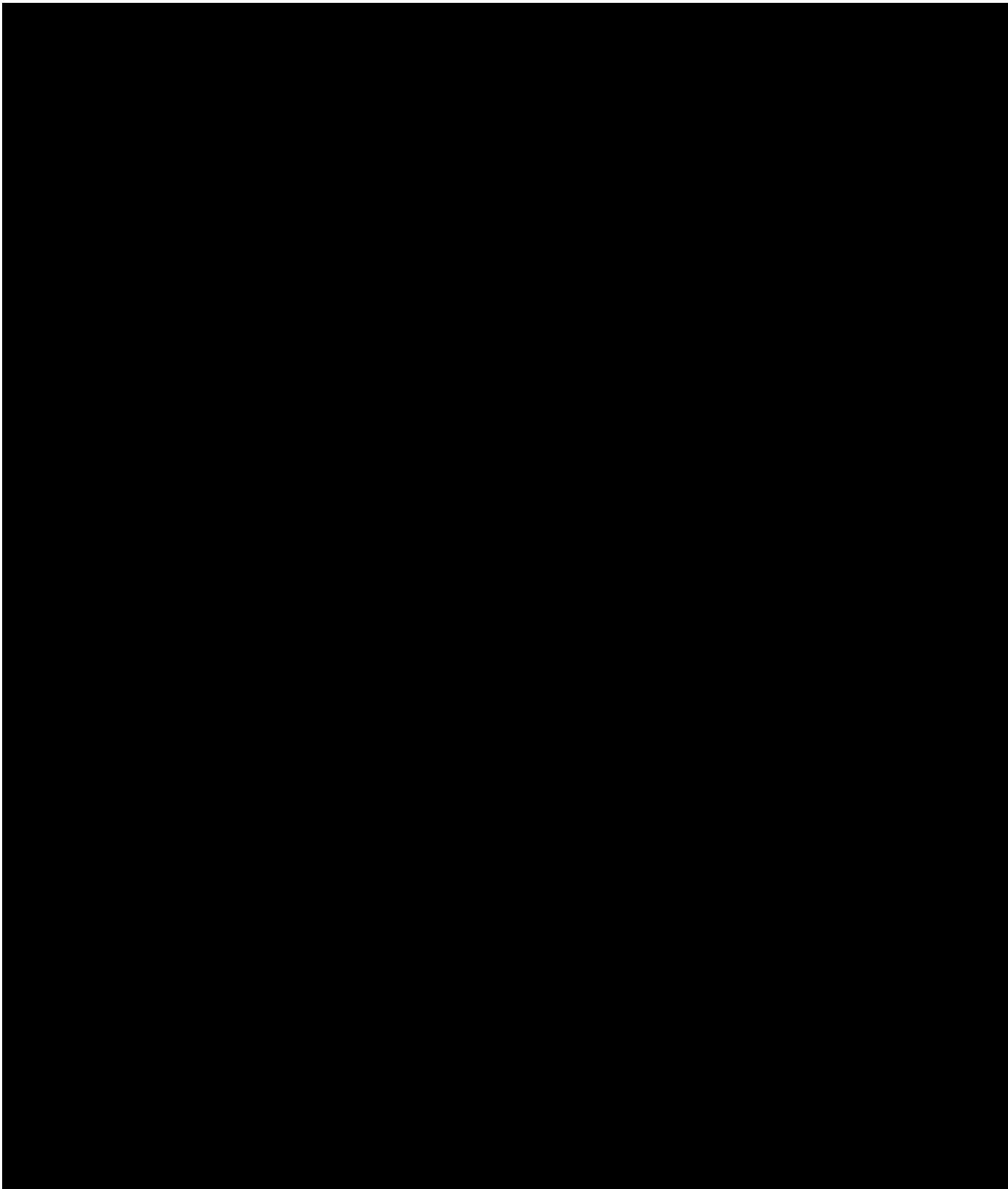
SECTION III: COMMERCIAL

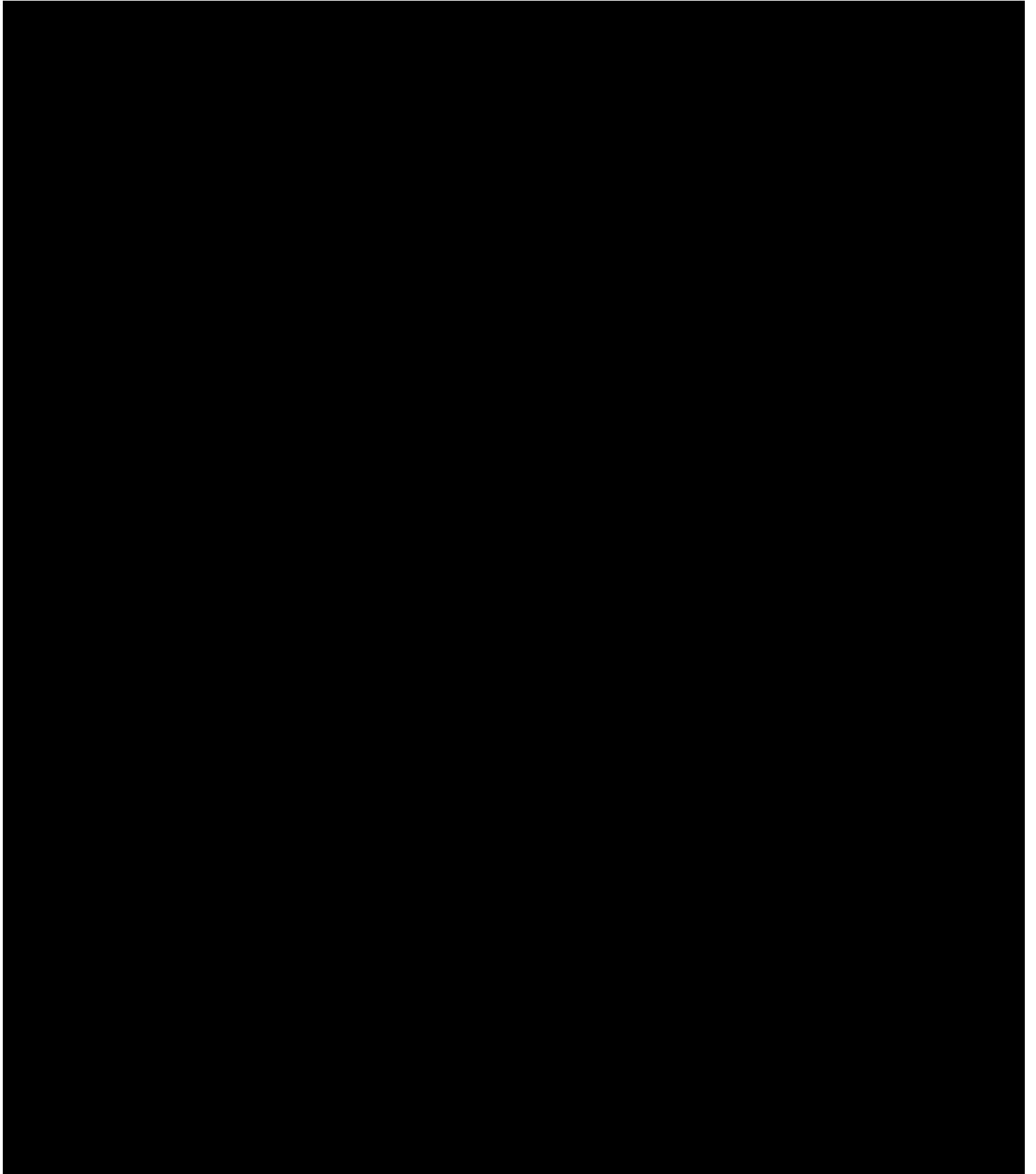
16. Prices

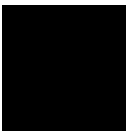
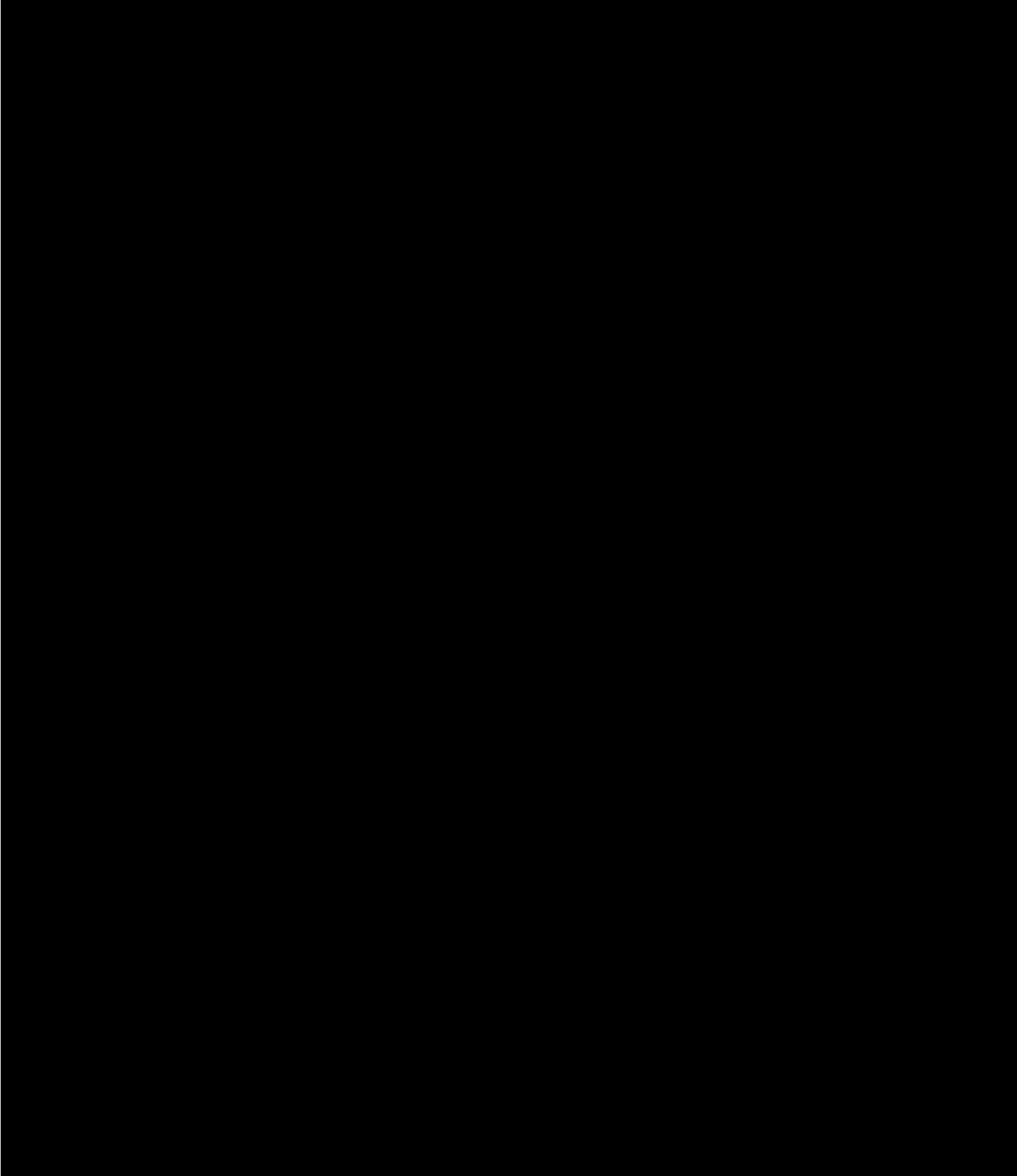


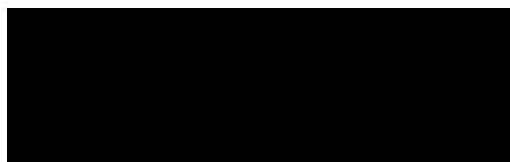












[REDACTED]

[REDACTED]

SECTION IV: LEGAL

18. Title to the Items/Parts Exchanged

18.1. Title to all Items Delivered for Maintenance remains with [REDACTED] or the respective owner of the Items at all time while under custody of [REDACTED] or any authorized Subcontractor.

18.2. [REDACTED] guarantees that all Parts replacing Parts, which have been removed from an Item, shall become the property of [REDACTED] or the respective owner of the Item upon installation into such Item free and clear of any liens or encumbrances. Unless this Agreement states otherwise, Parts removed from the Item become the property of [REDACTED] at the same time. In this context [REDACTED] represents and warrants that in case the Item/Part originally Delivered to [REDACTED] is owned by other person or entity that [REDACTED] is entitled to act on behalf of such owner and conclude this Agreement, in particular with respect to transfer of the ownership title to such Item/Part from such owner to [REDACTED] under terms and conditions specified in this Agreement (in particular this Article 18.2 of this Agreement), and that the ownership title to such Item/Part will pass to [REDACTED] at the aforementioned time. [REDACTED] undertakes that the owner of such Item/Part originally Delivered to [REDACTED] will without undue delay take all steps/actions and will provide [REDACTED] with all cooperation needed to successful transfer of the ownership title to such Item/Part from such owner to [REDACTED]. Provided that (i) any aforementioned [REDACTED] representation and/or warranty will be untrue, misleading or incomplete, [REDACTED] not become an owner of the Item/Part originally Delivered to [REDACTED] at the aforementioned time and/or will not become an owner of such Item/Part at all and/or (ii) [REDACTED] reaches its obligation that the owner of the Item/Part originally Delivered to [REDACTED] will take all steps/actions and provide cooperation in accordance with the aforementioned [REDACTED] undertakes to compensate to [REDACTED] request.

18.3. [REDACTED] guarantees that replacement Parts are of the same condition and modification status as replaced Part(s).

[REDACTED] may replace Part(s) with a Part/Parts with a higher modification status after having received a written approval [REDACTED] and only if the Parts are two ways interchangeable [REDACTED] written approval with such replacement or its written rejection of such replacement within [REDACTED] after delivery of [REDACTED] at the latest. During weekends and public holidays [REDACTED] responsible person on duty at email address: [REDACTED]

[REDACTED]

[REDACTED]

Provided that such [REDACTED] written approval or written rejection will not be delivered [REDACTED] within the aforementioned period, it shall be deemed that [REDACTED] accepted such replacement. Parties are entitled to deliver the documents under this provision to the other Party via email sent to the email addresses specified in Article 25.1 of this Agreement.

19. Warranty

19.1. General

All Services rendered and all Material/items/Parts supplied by [REDACTED] under this Agreement shall be free from Defects, and without prejudice to the generality of the foregoing will in particular:

[REDACTED]

Warranty is excluded:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.2. Warranty Period

The warranty period shall [REDACTED] calculated from acceptance of the Maintained Item by [REDACTED] whichever occurs first.

19.3. Breach of Warranty

If a Defect occurs or is present in an Item within the applicable warranty period and [REDACTED], in accordance with this Agreement, obliged to rectify such Defect. [REDACTED] shall at its own cost and at the request of [REDACTED] promptly perform all rectification(s) necessary to make such Item free from such Defect. In case of rectification(s) under warranty, the original warranty period as stipulated in Article 19.2 ("Warranty Period") of this Agreement, is suspended for the time during which [REDACTED] cannot use the defective Item and shall continue running from the date of delivery of the rectified Item [REDACTED]

[REDACTED] for the duration of the rectification.

[REDACTED] assign the warranty as granted in this Agreement in whole or in part to any of its customers upon [REDACTED] written consent.

20. Liability

20.1. Liability and Indemnification

Each party will be liable towards the other party for damage to or loss of property and for the injury to or death of any person caused by the first party due to negligence, gross negligence or by wilful misconduct in connection with or as a result of the Services rendered under this Agreement.

[REDACTED] shall indemnify and save harmless [REDACTED] its directors, officers, employees, agents or Subcontractors from and against any claim for compensation of any harm made by any third party including but not limited to claims by directors, officers, employees, agents of [REDACTED], provided such harm was caused by [REDACTED] to gross negligence or by wilful misconduct or unless such harm was caused [REDACTED] to the natural rights of an individual.

[REDACTED] shall indemnify and save harmless [REDACTED] its directors, officers, employees, agents or Subcontractors from and against any claim for compensation of any harm made by any third party, including but not limited to claims by directors, officers, employees, agents of [REDACTED] unless such harm was caused by [REDACTED] due to negligence, gross negligence or by wilful misconduct or unless such harm was caused by [REDACTED] to the natural rights of an individual.

The Parties shall not be liable for any indirect or consequential damages or losses, including, but not limited to, loss of profit.

Subject to the provisions of this Agreement, the warranties, obligations and liabilities [REDACTED] set forth in this Agreement are expressly in lieu of and [REDACTED] hereby waives and releases any and all other warranties, agreements, conditions, duties, guarantees, obligations, remedies or liabilities, express or implied, arising by law or otherwise, including without limitation any warranty or merchantability and fitness for intended use, with respect to [REDACTED] performance hereunder and [REDACTED] agrees that [REDACTED] shall not be liable for any damage or loss (including but not limited to, consequential damage) suffered by customer directly or indirectly because of any defect in [REDACTED] performance hereunder. No agreement in or understanding varying, altering or extending [REDACTED] liability hereunder shall be binding on [REDACTED] unless in writing and signed by [REDACTED] and [REDACTED] duly authorised officer or representative.

21. Insurance

21.1. During the term of this Agreement (and in respect of aviation products legal liability only for a minimum period [REDACTED] after the termination or expiration of this Agreement or upon redelivery of the Aircraft to the [REDACTED] whichever occurs first) [REDACTED] shall effect and maintain at its own cost and in full force:

- Hull "All Risks" and "War Risks" insurance in respect of the Aircraft;
- Spares "All Risks" and "War Risks" insurance covering engines and parts whilst not installed on the Aircraft as well as any parts or items delivered to [REDACTED]
- Aviation Legal Liability insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with AVN52E) to cover, but not limited to, Aircraft Third Party Legal Liability, Passenger, Baggage, Cargo and Mail Legal Liability, Products Legal Liability and General Third Party Liability (bodily injury/property damage) for a combined single limit of not less than [REDACTED] per one accident or occurrence and in the annual aggregate in respect of products legal liability and war and allied perils coverage.

21.2. The above liability insurance shall name [REDACTED] its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "the

[REDACTED]

[REDACTED]

Additional Insured"), except in respect of claims caused by the negligence, Gross negligence or the Willful Misconduct of the Additional Insured and hull and spares insurances shall provide that insurers waive any and all of their rights of subrogation against the Additional Insured, except in respect of claims caused by the Negligence, Gross Negligence or the Willful Misconduct of the Additional Insured.

21.3. All the insurances stated in Article 21.2 above shall contain market standard provisions including, but not limited to:

- a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances provided that the Party so protected has not cause contributed to or knowingly condoned the said act or inaction or omission;

[REDACTED]

- a provision that the Additional Insured is not liable for the payment of any premium.

21.4. During the Term of this Agreement and in respect of products liability insurance only [REDACTED] the termination or expiration of this Agreement or upon redelivery of the Aircraft [REDACTED] whichever occurs first, [REDACTED] shall effect and maintain at its own cost and in full force:

Aviation General Legal Liability Insurance (including to the extent available war and allied perils coverage in accordance with AVN52G) to cover Hangar keepers and Products Legal Liability (bodily injury/property damage) for a combined single limit of [REDACTED] for any one accident or occurrence and in the annual aggregate in respect of products liability and war and allied perils coverage of such higher amount required by applicable law.

21.5. Prior to the commencement of the Services under this Agreement, each party shall provide to the other certificate of insurance issued by internationally recognized insurers or such other evidence reasonably satisfactory to the other that the insurance set out herein is and shall continue in full force and effect during the term of this Agreement.

21.6. Each party shall maintain at its own expense Worker's Compensation as required by law and Employer's Liability Insurance with liability limits and insurers reasonably acceptable.

[REDACTED]

[REDACTED]

21.7. In case parts or items are leased or loaned to [REDACTED] with a certificate of insurance with regard to hull and spares insurances named in paragraph A.1 above stating that such parts or items are covered for full replacement cost and that [REDACTED] (or the owner of the respective parts or items) will be the loss payee in case of damage or loss of the loaned or leased parts or items whether or not such damage or loss is caused by the negligence of [REDACTED] (or the owner of the respective parts or items).

22. Force Majeure and Excusable Delay

22.1. Neither Party shall be under any obligation to perform this Agreement or be liable for any delay or any other breach if and to the extent that such delay or other breach is due to extraordinary, unexpected, insurmountable and unavoidable events or circumstances beyond such Party's control such as but not limited to: Acts of God or the public enemy, war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, governmental acts, epidemics or quarantine ("Force Majeure").

22.2. In case of Force Majeure, the party affected by such Force Majeure shall immediately inform the other Party in writing about the commencement of such Force Majeure, and when such Force Majeure has ended the relevant Party shall give written notice to the other Party of its termination.

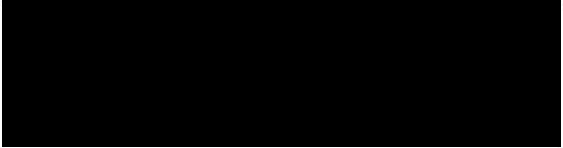

22.3. In case of delay or any other breach caused by Force Majeure, Parties shall use its best effort to minimize the impact of such breach.


22.4. If either Party is unable to perform its obligations under this Agreement due to Force Majeure, the other Party may, after a reasonable time has expired since the onset of Force Majeure which shall not be less [REDACTED] withdraw from any outstanding Repair Orders by giving written notice to other Party.

22.5. Any of the following events preventing the [REDACTED] from the performance of its obligations in due time and for which the [REDACTED] shall not be held liable is hereinafter referred to as the "Excusable Delay":

22.5.1 any unforeseen major defects, tasks or findings which are outside any standard workscope; or

22.5.2 any delays due to [REDACTED] such as late Delivery of the Item to [REDACTED] on which the Services are to be performed by [REDACTED] late delivery of engines, Components, parts, technical data and/or materials to be supplied by [REDACTED] or being supplied on time are later found to be unserviceable or in not sufficient quantity, or delay [REDACTED] in the validation, execution or transmission of any document, information or decision as required under the Agreement; or



22.5.3 any delay exclusively due to unavailability of certain parts, items, materials, systems, accessories, tools or equipment on the market, which is unpredictable, unexpected, unavoidable and insurmountable and beyond  control; or

22.5.4 any additional services or changes requested by  or

22.5.5 Force Majeure Event.

[REDACTED]

[REDACTED]

23. Term and Termination

23.1. This Agreement becomes effective as of signature by the authorized representatives of both Parties ("Effective Date") and shall remain in force for an period of [REDACTED] with automated annual renewal for [REDACTED] terminated in accordance with this Article ("Term and Termination") ("Term"). The Attachments to this Agreement shall become effective from the same date or the date expressly specified therein and shall remain in force for the Term unless otherwise stated therein.

23.2. Either Party may terminate this Agreement as a whole or in part or any of the Attachments individually after expiry of a minimum period of Agreement [REDACTED] years ("Minimum Period") by [REDACTED] prior written notice by registered mail. The Minimum Period is stated with reference to scheduled Overhaul and Loan Program negotiated in this Agreement.

23.3. Either Party may terminate this Agreement by written notice without a notice period (i.e. with immediate effect) in case that:

23.3.1 Other Party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed in reasonable time after the receipt of a written request from the other to remedy the breach (such request containing a warning of such party's intention to terminate); or

23.3.2 Other Party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if either Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if action analogous to the foregoing shall occur under the laws of any jurisdiction with respect to such other party.

23.4. All prices stated in this Agreement shall be subject of escalation according to Article 16 of this Agreement. However, if the Inflation Rate to the date of any Anniversary [REDACTED] any Party is entitled to initiate a negotiation until one month from the respective Anniversary, in order to moderate price escalation [REDACTED] [REDACTED] In case, that the Parties within such negotiation fail to conclude a mutual agreement on prices, all prices stated in this Agreement shall increase automatically by the Inflation Rate and any of the Parties is entitled to terminate this Agreement by [REDACTED] prior written notice by registered mail.

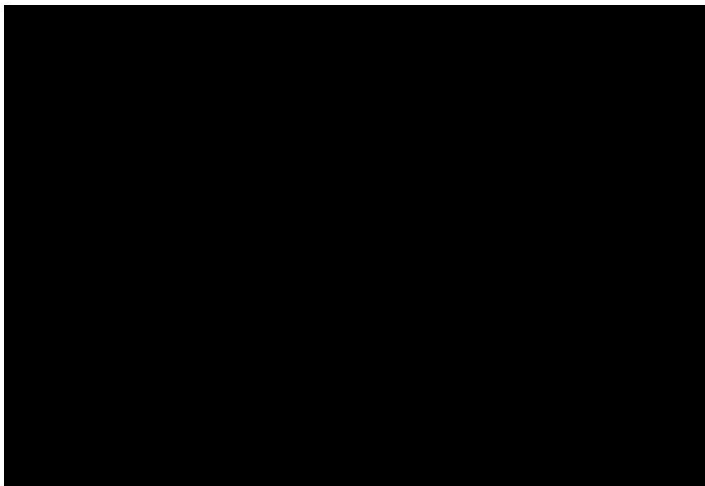



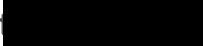
24. Confidentiality

The Parties have agreed that, pursuant to Czech public law (Act. No. 340/2015 Coll., Contract registration act) this Contract shall be published in Czech contract register and that all prices, serial numbers and part numbers and identification data of the Parties constitute commercial secret and shall not be published.

25. Notices and Communication

- 25.1. Unless otherwise stipulated in Article 25.2 below or elsewhere in this Agreement, all communication required under this Agreement shall be addressed

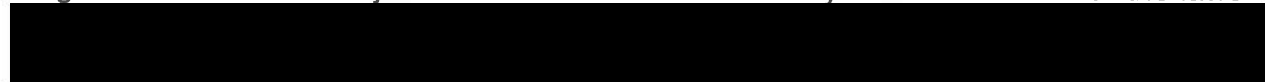


- 25.2. Communications from  regarding any Repair Orders shall be sent to the person at  specified in the relevant Repair Order.
- 25.3. Neither Party may claim that the other Party has received any message or correspondence if addresses other than those specified in accordance with this Article 25 ("Notices and Communication") or specified elsewhere in this Agreement or as otherwise stipulated in writing by the respective Party have been used unless it had been actually received by the right person.
- 25.4. Messages including any orders shall be sent by e-mail.

26. Miscellaneous

26.1 Law

This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to and construed exclusively in accordance with the laws



Any dispute, claim or controversy relating to, arising out of, or in connection with this

Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be finally resolved [REDACTED]

26.2 Exclusion of Application of Provisions

With regard to the conclusion of the Agreement and/or Supplemental Agreement between Parties as entrepreneurs in connection with its business activities, the Parties further in accordance with § 1801 of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter as "Civil Code") agree that, for the purposes of the Agreement and/or Supplemental Agreement, § 1799 and § 1800 of the Civil Code shall not apply.

For avoidance of any doubt, the Parties expressly acknowledge that they are entrepreneurs and are concluding the Agreement and any Supplemental Agreement as part of their business activities and therefore the provisions of § 1796 of the Civil Code (usury) do not apply hereunder.

26.3 Assignment

Neither Party may assign any of its rights and/or obligations under this Agreement or any Repair Order or part thereof without the prior written consent of the other Party. The transfer, sale or other disposal of the ownership of one of the Parties' LDG Maintenance, Repair and Overhaul Business, of the respective acting divisions or of the respective part(s) of its enterprise, or the establishment of one of the Parties' respective acting divisions or of the respective part(s) of its enterprise as a separate and legally independent business unit, and the transfer, sale or other disposal of the ownership of such business unit or of the majority of shares or voting rights in such business unit shall not be considered as assignment of such Party's rights and/or obligations under this Agreement or any Repair Order or part thereof.

26.4 Waiver and Severability

Failure by either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions.

If any of the provisions of this Agreement are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision mutually agreed upon by [REDACTED] reflecting the intent of the provision so substituted.

26.5 Notification of Changes

Any changes or alterations, including change of address, company name, organization, approval etc. shall be immediately notified in writing to the addresses stipulated in Article 25.1 of this Agreement.



26.6 Interpretation

The list of contents, section names and headings are for ease of reference only and shall not be taken into account in construing this Agreement.

26.7 Form of Agreement

Two (2) originals of this Agreement shall be signed and executed by the authorized representatives of both Parties. One (1) original shall remain with each Party. Each of the two (2) originals shall constitute an original of this Agreement, but together the counterparts shall constitute one agreement.

26.8 Alteration

This Agreement shall not be varied in any terms or amended except by an instrument in writing explicitly named an amendment to this Agreement and signed by duly authorized representatives of the Parties.

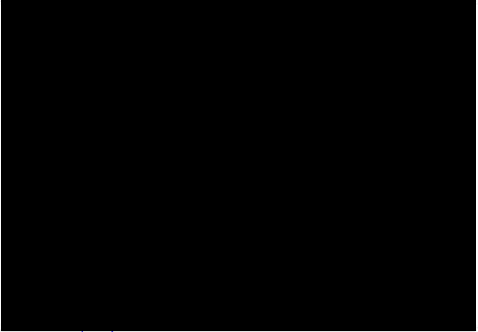
Verbal agreements reached during the negotiations or during the period of this Agreement shall not be binding upon either Party unless and until mutually confirmed in writing.

All communication between the Parties shall be in Czech and/or English and all documentation shall be made available to the other Party in English. In case any other language is used or any document including this Agreement is translated into any other language it shall be for convenience only. The version in English shall be legally binding.



IN WITNESS THEREOF [REDACTED] have caused this Agreement to be executed as of the day and year written below.

For and on behalf of



Signature:

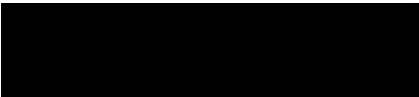
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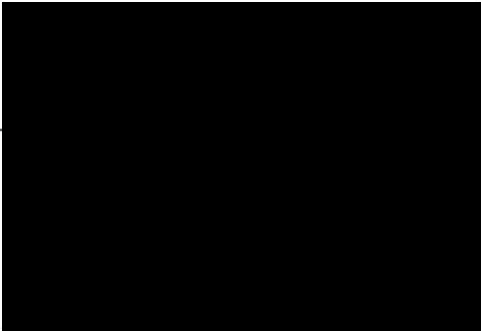
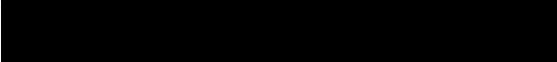
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For and on behalf of



Signature:

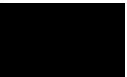
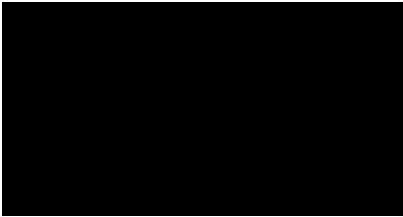
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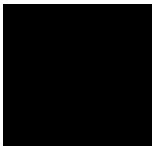
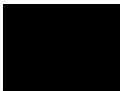
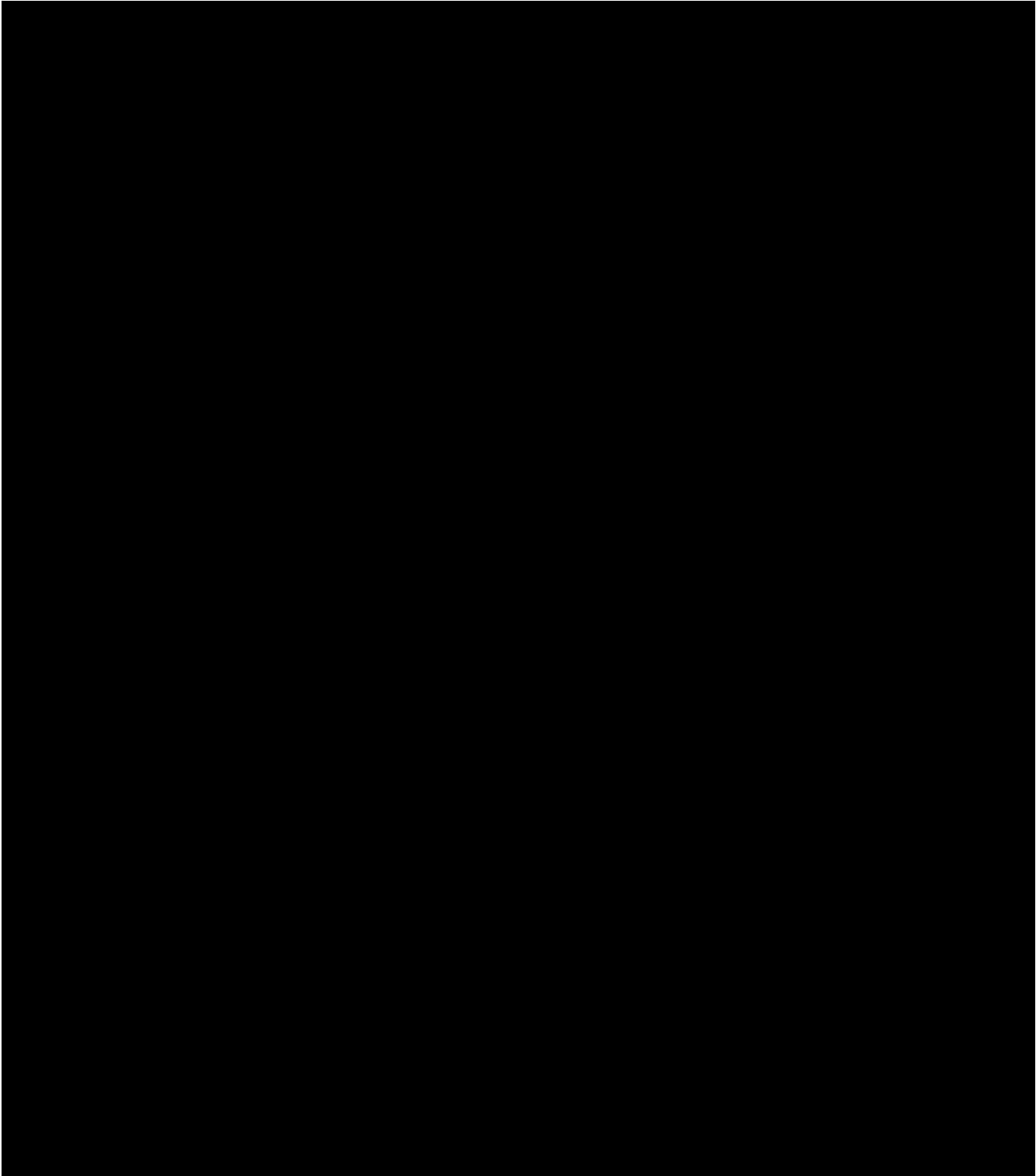
20 MARCH 2017

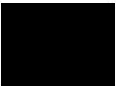
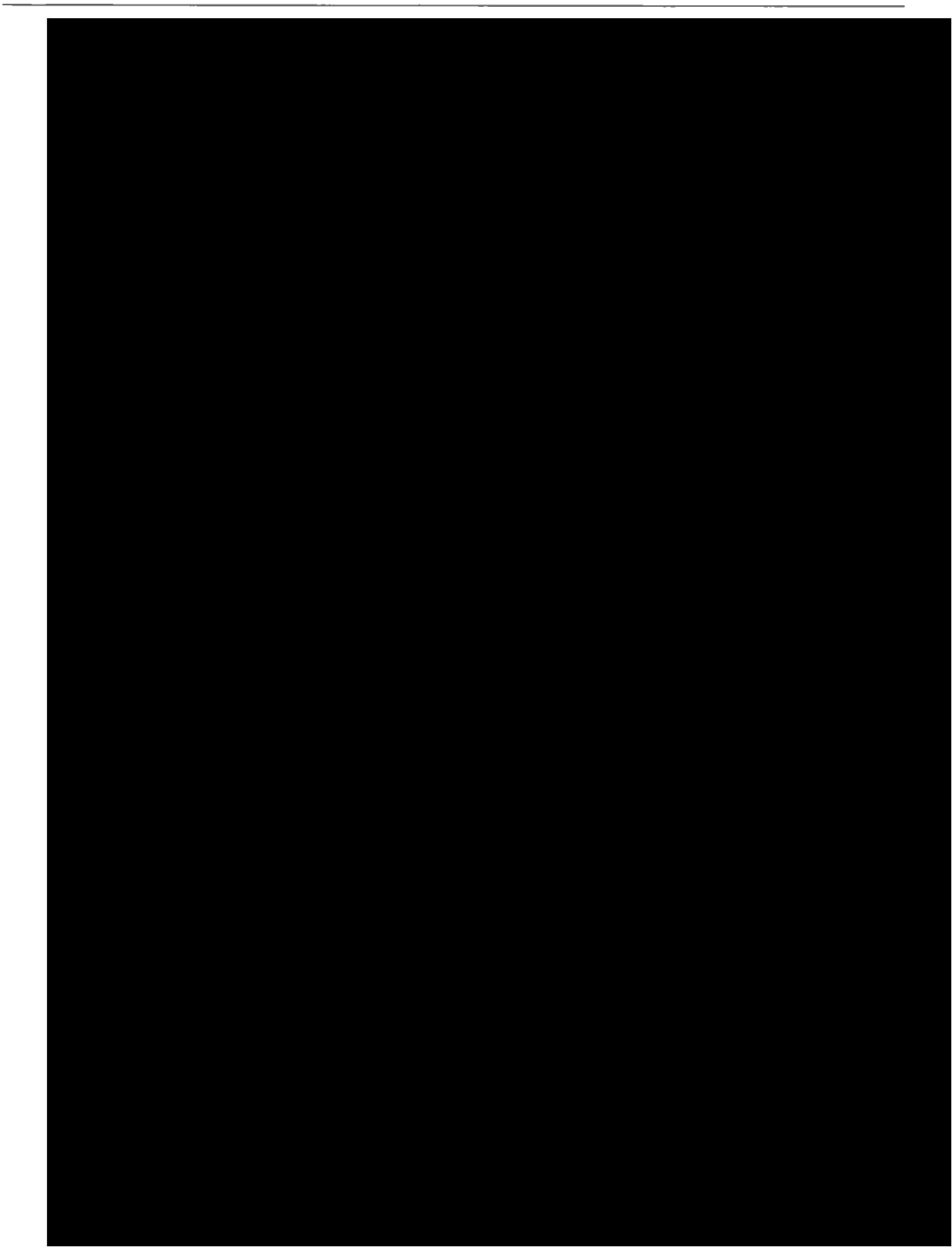
PRAGUE, 20 MARCH 2017

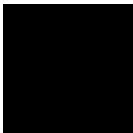
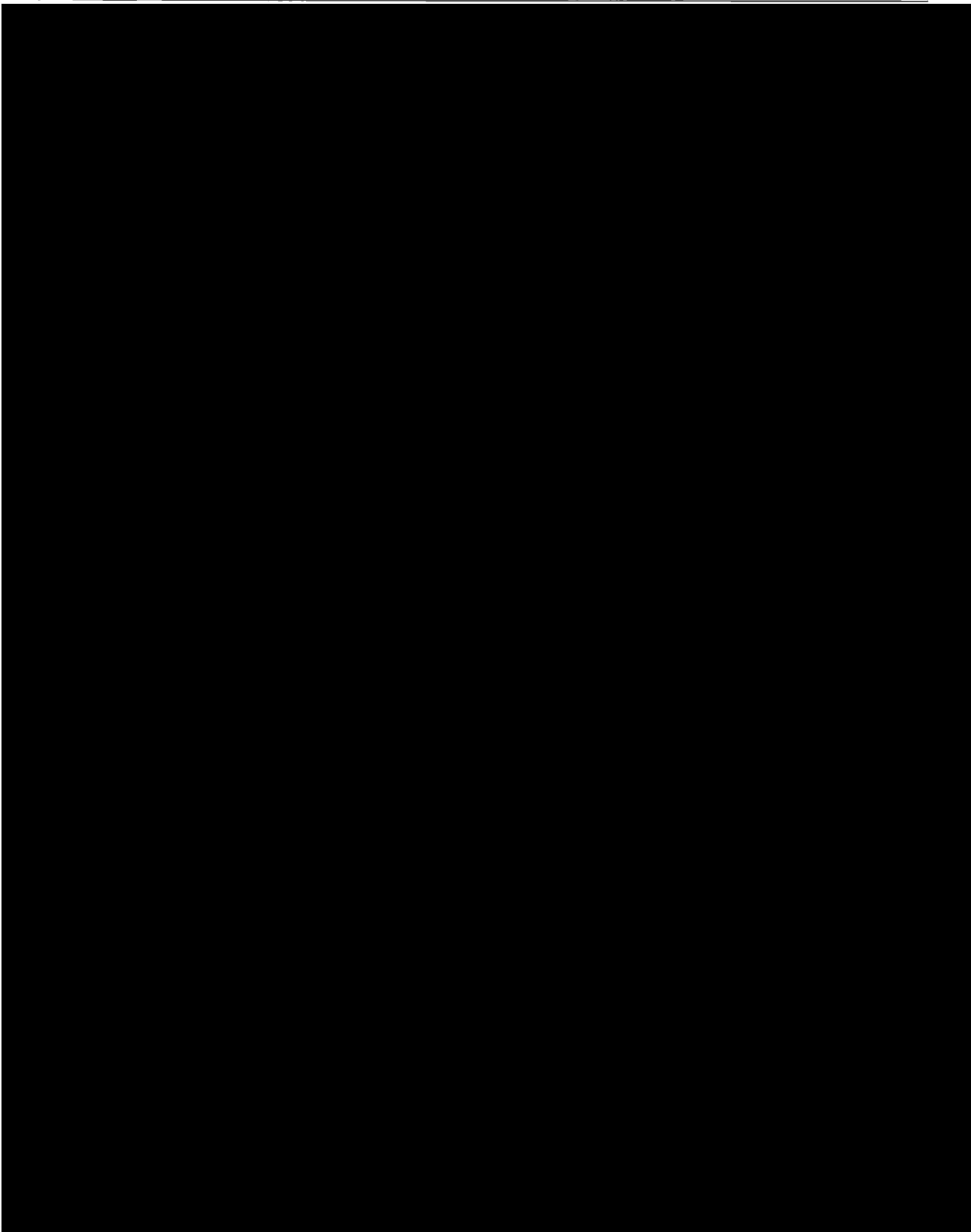
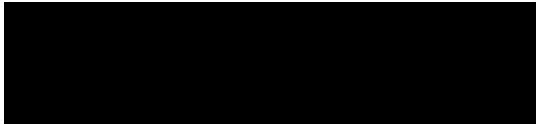


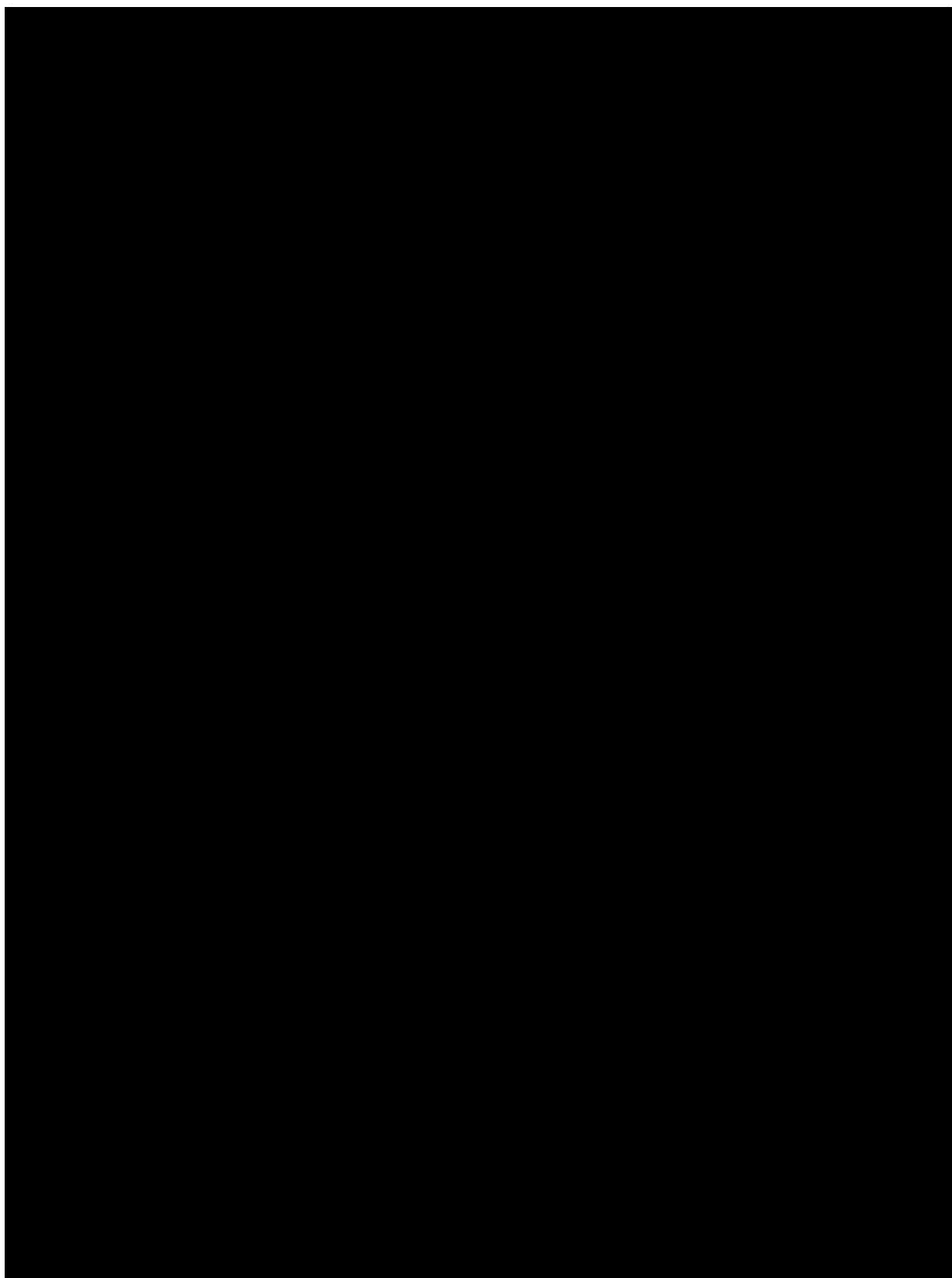
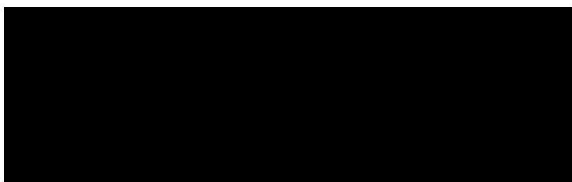
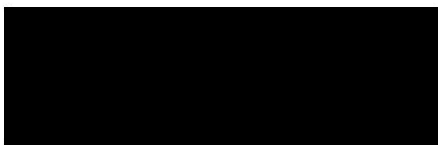


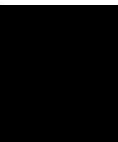
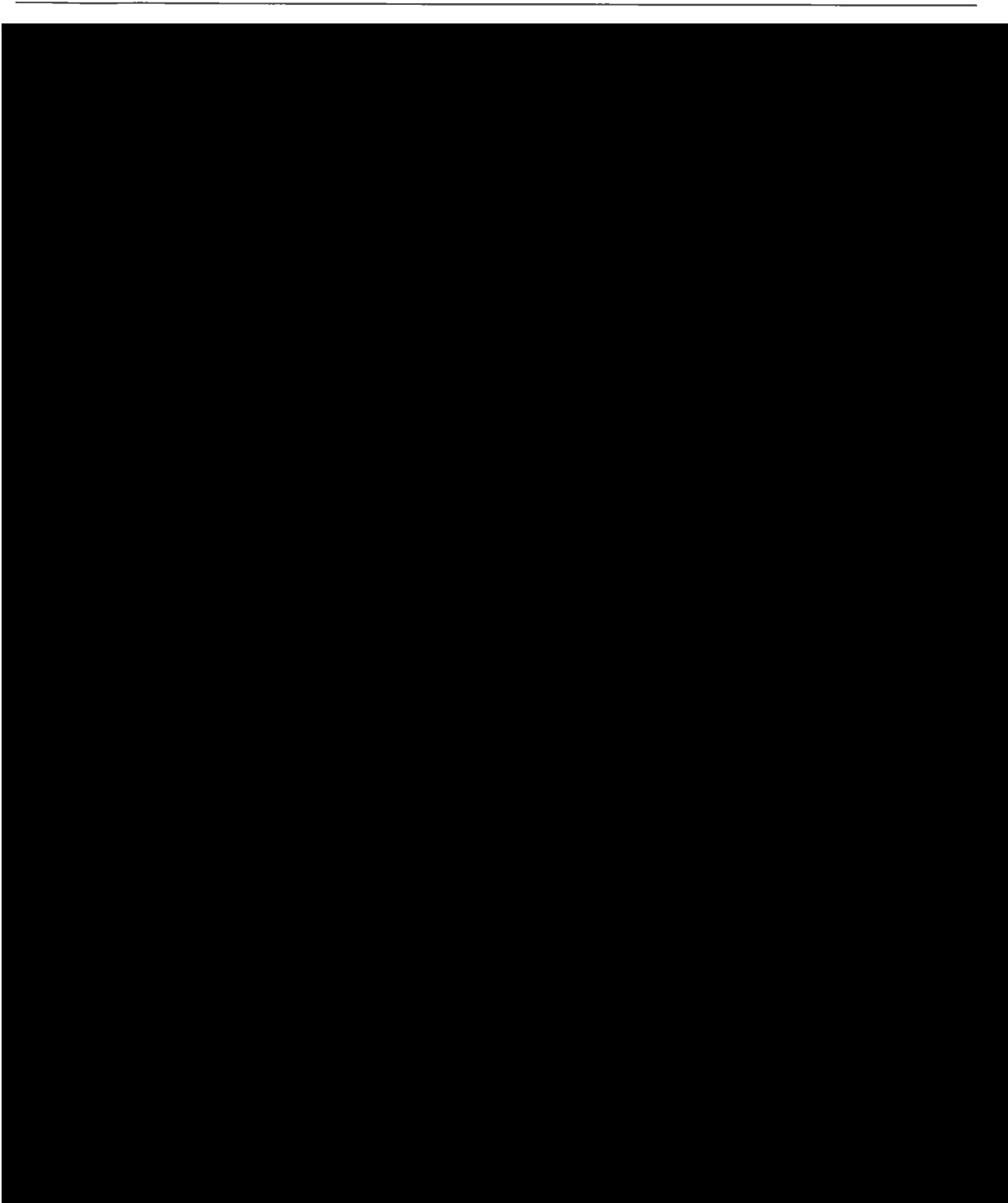
**ATTACHMENT A - LIST OF LDG ITEMS/SPECIFICATIONS/TURNAROUND TIME
(TAT)**

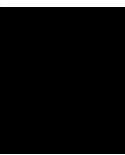
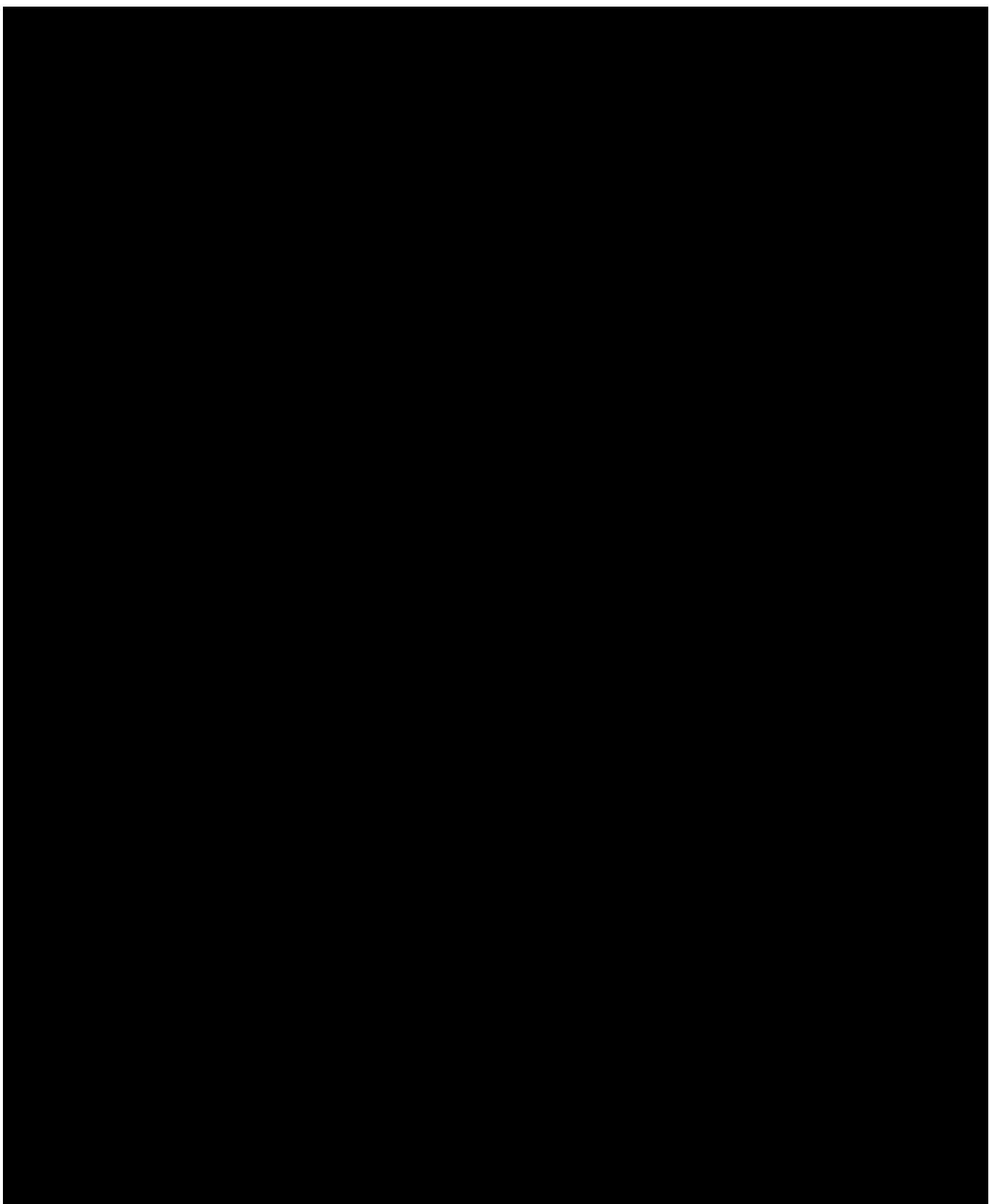


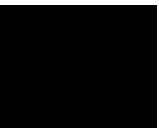
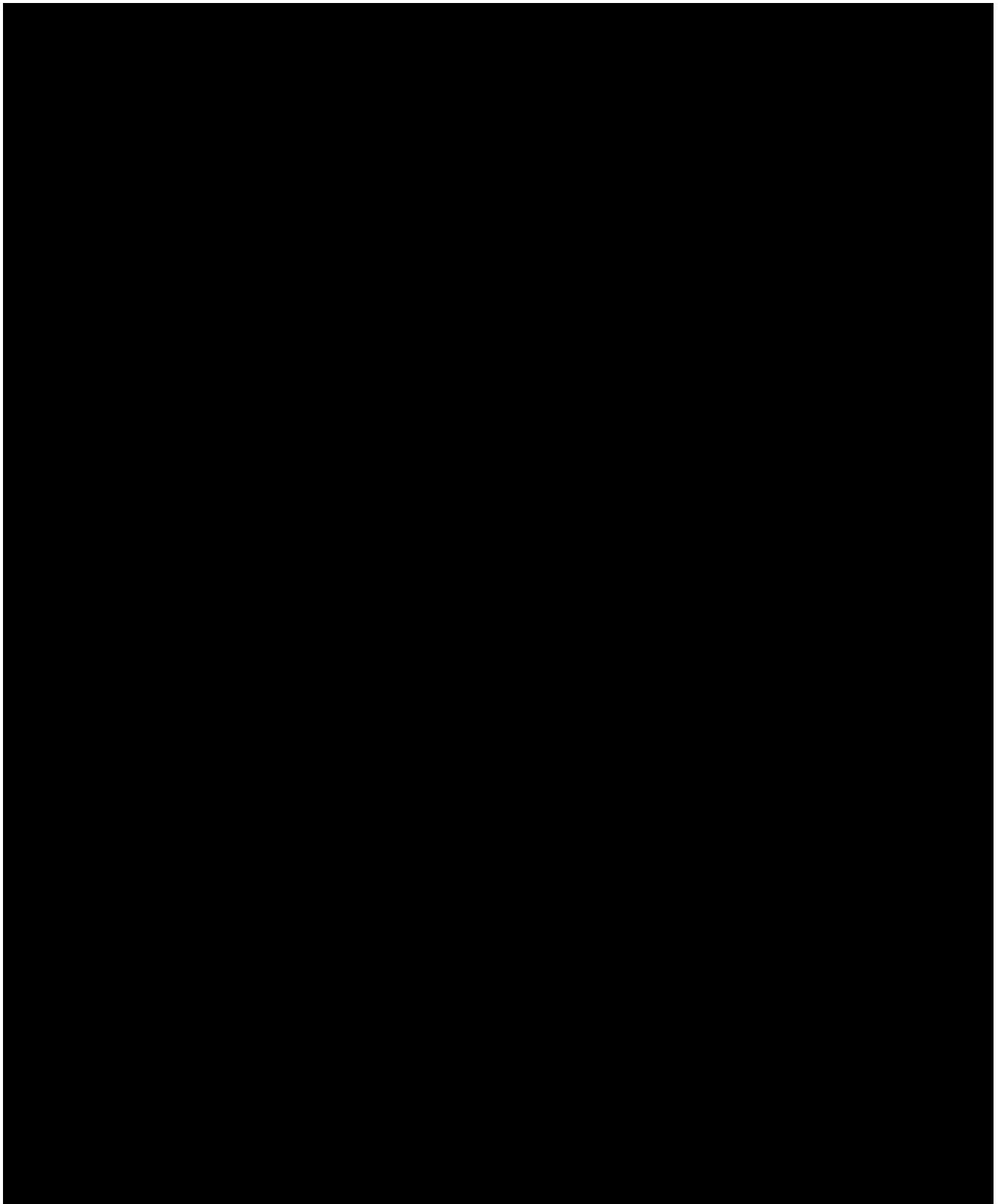






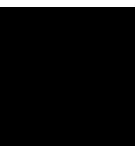
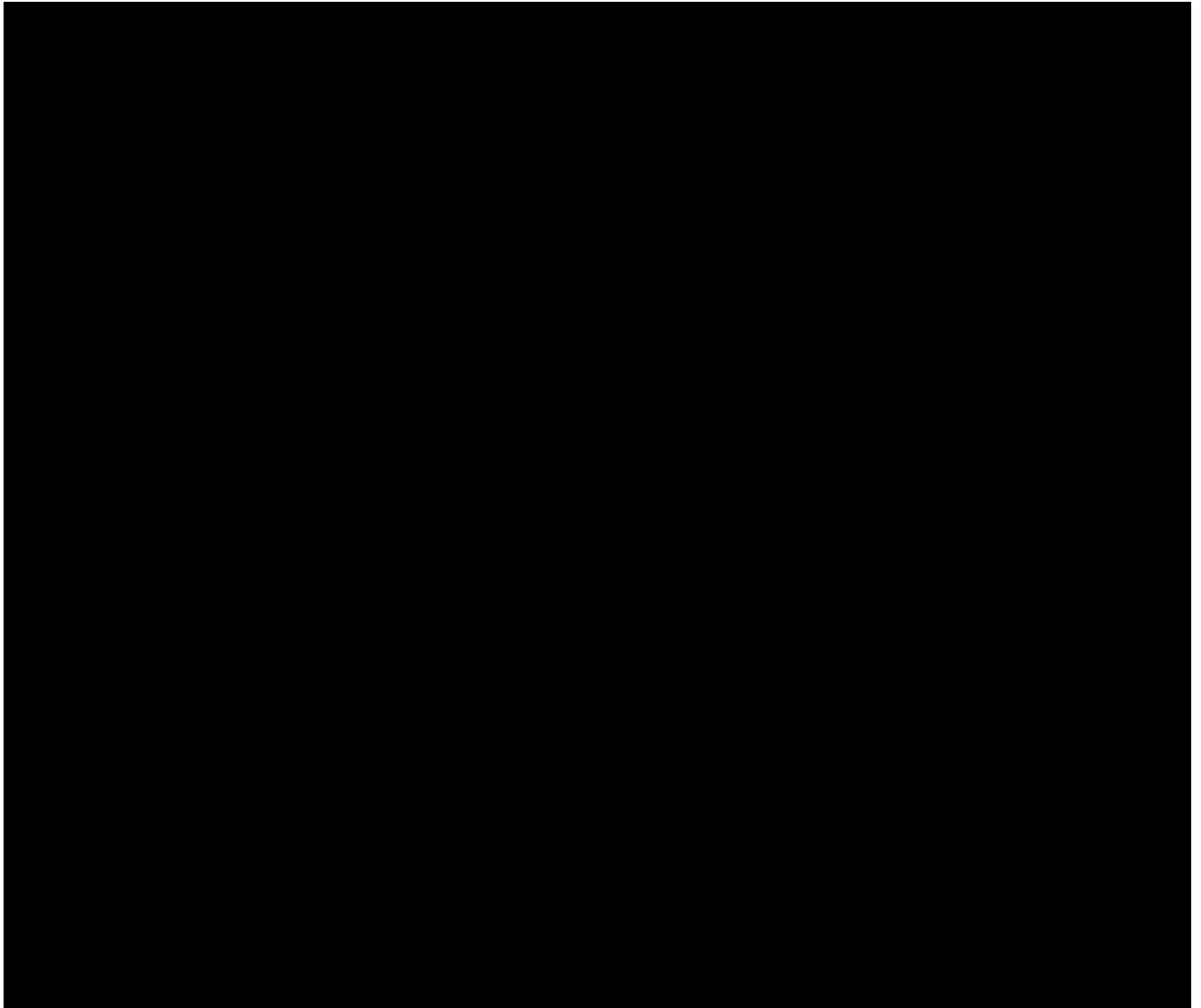


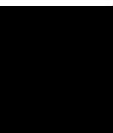
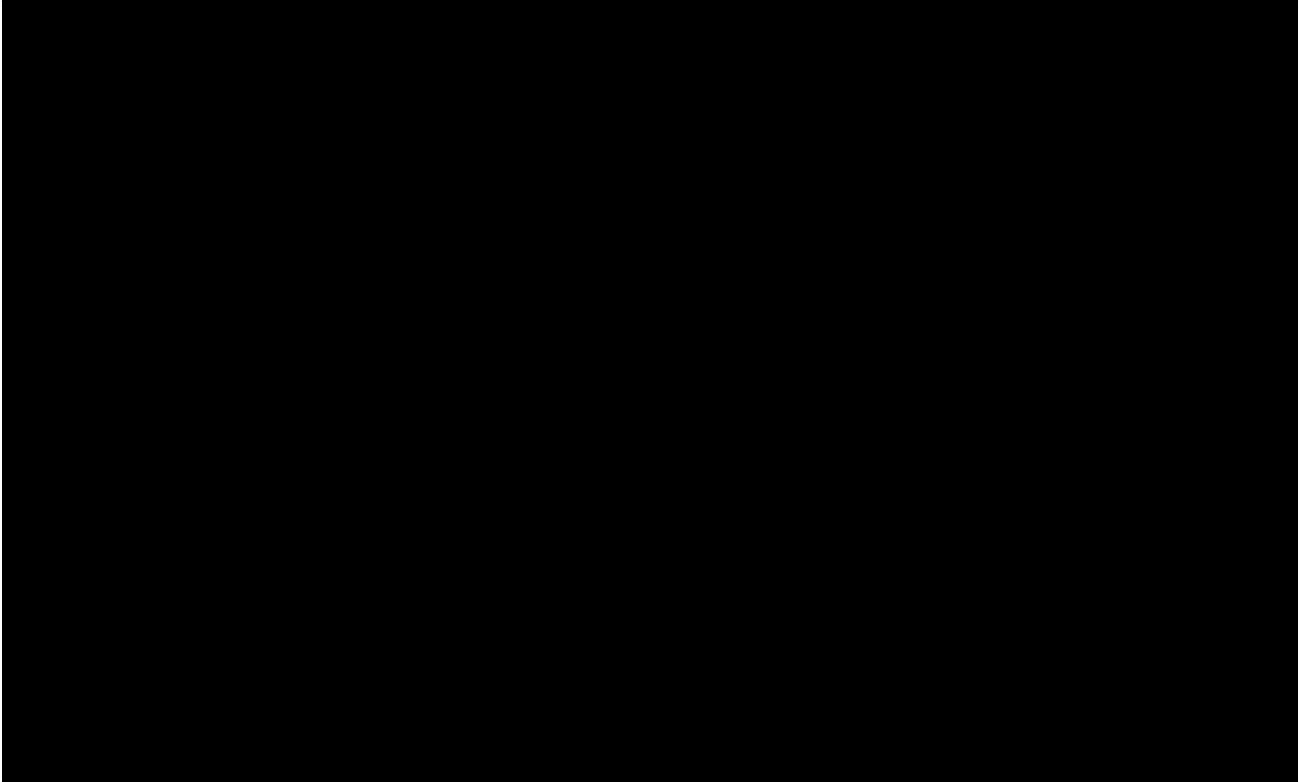


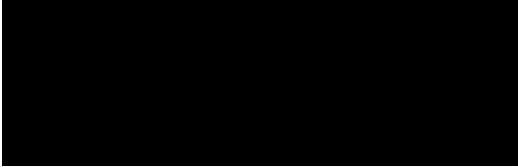




ATTACHMENT B – SUBCONTRACTOR’S LIST







**ATTACHMENT C – LDG SINGLE COMPONENTS MAINTENANCE – PRICE LIST
(SEPARATE ORDERS)**

