

Contract of Work No. LOM/19011/003/17 for Partial Repair after Propeller strike engine inspection of in-line LOM aircraft piston engine

entered into as per Sections 2586 et seq. of Act No. 89/2012 Coll.

Order Party:

XXX

(the "Order Party" henceforth),

and

Contractor:

LOM PRAHA s.p.

Registered office Tiskařská 270/8, 108 00 Prague -10 Malešice, Czech Republic

Company ID: 00000515 Tax ID: CZ00000515

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 283, date of incorporation: 30.06.1989 Represented by Ing. Roman Planička, CEO

Representative for financial issues: Ing. Michal Geist, Financial Director

tel. + XXX, e-mail: XXX

Representative for contractual and technical issues: Ing. Radek Mazal, Head of the Office of Piston Engine Design,

tel. + **XXX**, e-mail: **XXX**,

(the "Contractor" henceforth)

Article 1. Subject matter of the Contract for Work

1.1. The Contractor shall conduct a Partial Repair (the "PR" henceforth) of an engine that shall be delivered by the Order Party under the specification provided below.

Type	Serial no.	Number of pcs	Description of
			service





XXX	XXX	XXX	XXX

1.2. **XXX**

- 1.3. The Contractor performed a Commission Examination of the subject engine in 10/2016 (the "CE" henceforth) as a part of the Propeller Strike Engine Inspection (the "PSEI" henceforth) in order to confirm the condition of the engine and its aggregates.
- 1.4. The Order Party shall pay the price for PR as determined in Article 2 hereof.

Article 2. Price and payment terms

2.1. Unless otherwise agreed by the Contracting Parties, the contractual price for performing PR shall be as follows:

Price excl. VAT
XXX

- 2.2. The scope of repairs necessary for airworthiness renewal is outlined in **Annex 1** hereto.
- 2.3. The price for conducting OH has been determined on the condition that the engine has been delivered under FCA LOM PRAHA s.p., Tiskařská 270/8, 108 00 Prague 10 Malešice Incoterms® 2010, and under the condition that the engine shall be collected after the repair under EXW LOM PRAHA s.p., Tiskařská 270/8, 108 00 Praha 10 Malešice Incoterms® 2010.
- 2.4. **XXX**
- 2.5. **XXX**
- 2.6. VAT at the rate under the legal regulations valid as at the date of taxable supply shall be added to the price invoiced. The Order Party shall remit any payments related to the performance of the subject matter of this Contract for Work in EUR to the Contractor's account.



Article 3. Place of performance and term of delivery

- 3.1. The place of performance shall be the Contractor's establishment located at the address Tiskařská 270/8, 108 00 Prague 10 Malešice.
- 3.2. **XXX**

Article 4. Performance of the subject of PR and quality control, guarantees

4.1. **XXX**

Article 5. Final provisions

- 5.1. This Contract shall be governed, construed and enforced under the law of the Czech Republic. Rights and obligations of both Contracting Parties shall be governed in compliance with provisions of Act No. 89/2012 Coll., the Civil Code, unless otherwise provided in this Contract.
- 5.2. Both Parties are obligated to exert utmost effort to solve any disputes and disagreements that might arise from or in connection with this Contract, specifically in manner of amicable settlement.
- 5.3. Any disputes arising from this Contract, directly or indirectly, which cannot be solved amicably shall be resolved by the general court determined according to the registered office of the respondent.
- 5.4. Neither of the Contracting Parties is entitled to pass its rights and obligations ensuing from this Contract to any third parties without a prior written consent of the other Party to this Contract.
- 5.5. Any changes of and amendments to this Contract shall be valid only if executed in writing and duly signed by authorized representatives of the Contracting Parties. Such changes and amendments shall become integral parts of this Contract. The Contracting Parties expressly exclude any other regulations of this Contract, obligations arising from this Contract or the content of legal acts in relations hereto in other than a written form.
- 5.6. This Contract for Work shall become valid and effective on the day when signed by both Contracting Parties.





- 5.7. This Contract for Work has been executed in the Czech language and in two copies, with each Contracting Party holding one copy. Both copies shall be valid as the original text.
- 5.8. Both Contracting Parties have read this Contract for Work, which is an expression of their free will. In witness whereof, the Contracting Parties have signed this Contract below.

, on 8.3. 2017	In Prague, on 24.2.2017
for the Order Party	for the Contractor
XXX	LOM PRAHA s.p.
	Ing. Roman Planička
	Company Director



Annex 1 to the Contract of Work No. LOM/_____
for the Partial Repair after Propeller strike engine inspection
of in-line LOM aircraft piston engine:

Partial repair (PR) XXX 833532 shall include: