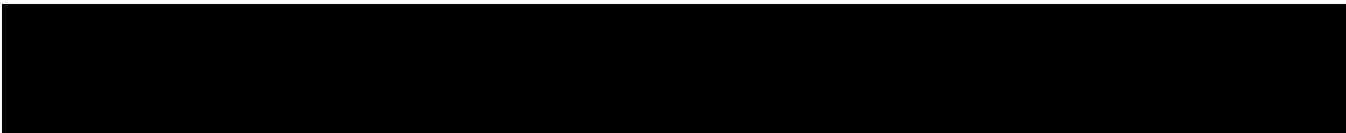
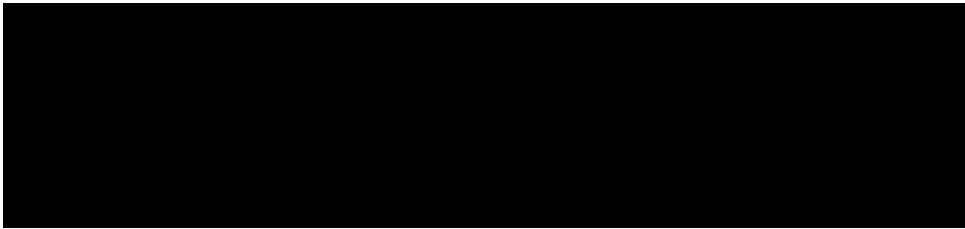


GENERAL TERMS AGREEMENT № 1  
relating to the provision of certain services  
relating to aircraft maintenance

Dated 

between



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THIS GENERAL TERMS AGREEMENT № \_\_\_\_\_ relating to the provision of certain services  
relating to aircraft maintenance (the “GTA”) is made on \_\_\_\_\_ 201 .

BETWEEN

[REDACTED]

Czech Airlines Technics, a.s., whose registered office is at Jana Kašpara 1069/1, Ruzyně, post code  
160 08 Prague 6, ID number: 271 45 573, VAT number: CZ27145573, [REDACTED]

BACKGROUND

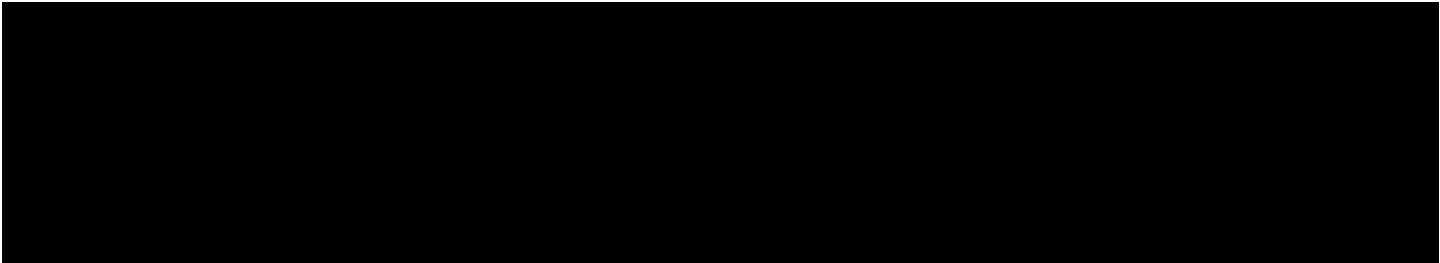
- (A) The Service Provider provides Services relating to the maintenance of airplanes, operated by [REDACTED]
- (B) [REDACTED] wishes to receive such services from the Service Provider.
- (C) The parties have agreed to enter into this agreement to establish the general terms on which such services will be performed.

IT IS AGREED as follows:

1. Interpretation

1.1 In this agreement (unless otherwise specified):

- “AMASIS” means Aircraft Maintenance And Spares Information System (AMASIS) – software of I.F.R. France company that is used by [REDACTED] to manage aircraft maintenance and related logistics
- “Business Day” means any day (other than a Saturday or a Sunday) on which banks are open in Prague and [REDACTED] for a full range of business;
- “Not Covered Work” means work not covered in a Purchase Order which the Service Provider may perform on the Aircraft at [REDACTED]’s request;
- “Purchase Order” means a purchase order for Services, substantially in the form of Attachment 1 hereto. As a practice it can be named as a “Service Order”;
- “Purchase Order Amendment” means an amendment to the Purchase Order in a form of Attachment 1-1 hereto;
- “Service Provider’s Facility” Means the facility located at Prague Airport, Ruzyně



- “Services” means the services to be provided pursuant to this GTA from time to time specified in Attachment 2 to this GTA and the relevant purchase orders.
- “STCB” means [REDACTED] Standard Terms and Conditions of Business for Aircraft Maintenance Services determined in Attachment 4 to the present GTA

## 2. Incorporation of Standard Terms and Conditions

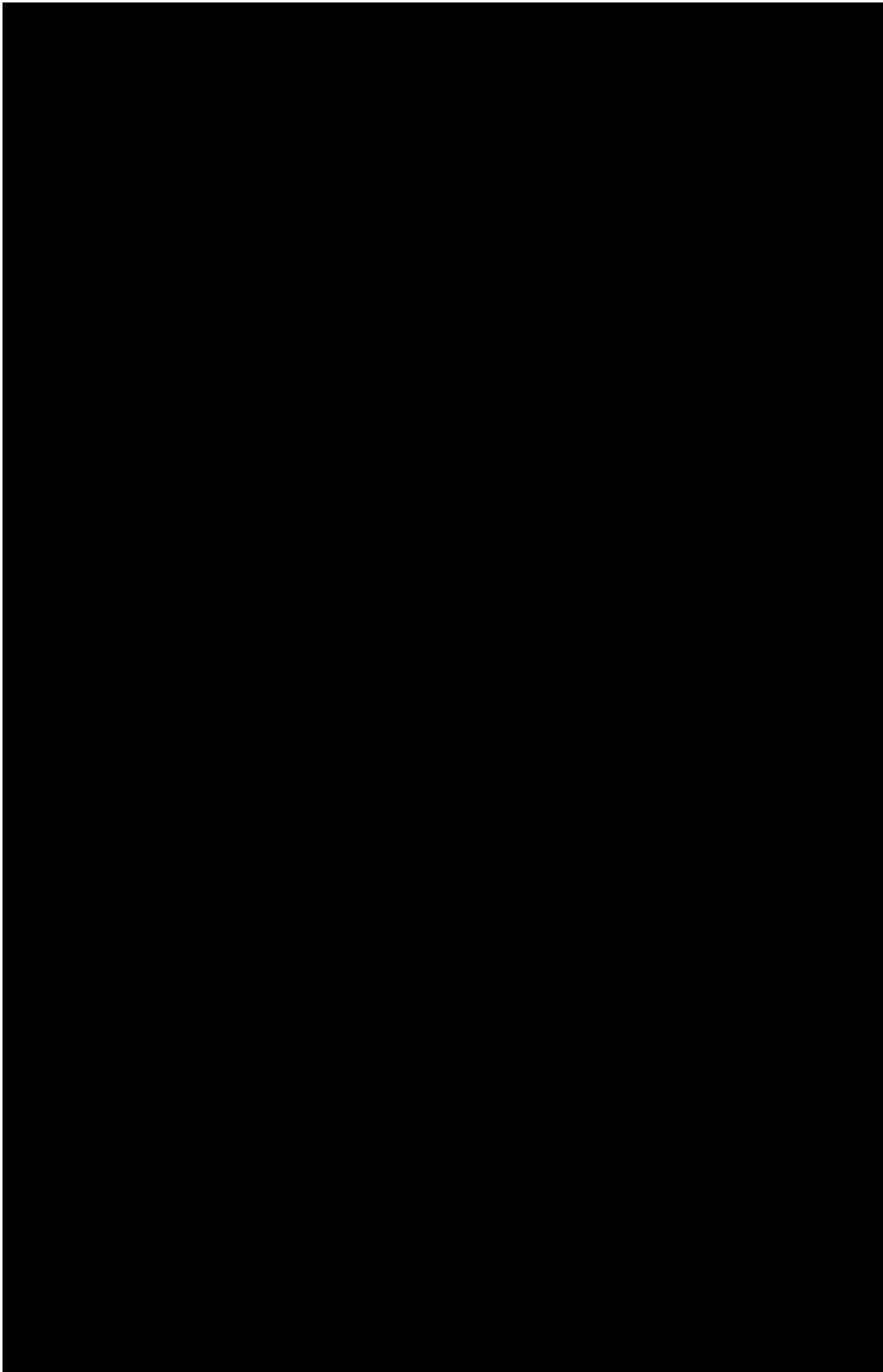
- 2.1 The provisions of the STCB shall be incorporated in their entirety into this GTA (*mutatis mutandis*) as if set out in full herein. In the case where the terms of the STCB conflict with the terms set out in this GTA, the terms of this GTA shall prevail.

## 3. General

- 3.1 This GTA shall be binding for all future business transactions relating to the provision of aircraft maintenance services between the parties hereto, including where no express reference is made hereto.
- 3.2 In respect of any Services which [REDACTED] wishes to receive from the Service Provider one or more Purchase Orders shall be entered into, in each case, substantially in the form of Attachment 1 hereto and any such Purchase Order (i) shall set out the specific conditions on which the relevant Services shall be provided by the Service Provider to [REDACTED] and (ii) incorporate the terms of this GTA except as expressly set out herein or therein. Should the Parties require to change the scope of the Services agreed in the respective Purchase Order the Parties shall execute a Purchase Order Amendment to the said Purchase Order in the form, specified in Attachment 1-1 to the GTA.
- 3.3 In the case where the terms of a Purchase Order and/or of the Purchase Order Amendment conflict with the terms set out in this GTA, the terms of the relevant Purchase Order and/or of the Purchase Order Amendment shall prevail.
- 3.4 A Purchase Order and/or a Purchase Order Amendment shall not be considered legally binding until it has been signed by duly authorised representatives of both [REDACTED] and the Service Provider. After such signature, the Purchase Order and/or a Purchase Order Amendment may not be amended or terminated except on the terms and conditions set out therein or in this GTA or as otherwise agreed between the Parties.

## 4. Price and Payment Terms





## 5. Costs and expenses

Except as expressly set out herein, including by reference, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this GTA and the transactions contemplated by it.

## 6. Confidentiality

- 6.1 Subject to Clause 6.2 each party shall treat as confidential all information received or obtained as a result of negotiating, preparing, executing and implementing this GTA and/or which relates to the transactions contemplated by this GTA and/or the other party.
- 6.2 Either party may disclose confidential information: (i) if required by law or any securities or stock exchange or regulatory or governmental body to which the party is subject; (ii) if the information has come into the public domain through no fault of that party; (iii) to its professional advisers binding by confidentiality; and (iv) if the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed.

## 7. Entire agreement

- 7.1 This agreement and the documents referred to in it constitute the entire agreement between the parties and supersede any previous agreement between the parties relating to the subject matter of this GTA.

7.2 Each party acknowledges and agrees that, in entering into this GTA and the documents referred to in it, it is not relying on any statement, representation, warranty, undertaking or assurance of any nature whatsoever of any person (whether party to this GTA or not) other than as expressly set out in this GTA and the documents referred to in it and that it has no right or remedy against the other party in respect of any such statement, representation, warranty, undertaking or assurance.

7.3 Nothing in this Clause 7 limits or excludes any liability for fraud.

#### 8. Variation

No variation of this GTA or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each party.

#### 9. Invalidity and severance

9.1 If any provision of this GTA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this GTA which shall remain in full force and effect.

9.2 If any provision of this GTA is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

9.3 The parties shall, in the circumstances referred to in Clause 9.1 and if Clause 9.2 does not apply, attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this GTA shall be suspended while an attempt at such substitution is made.

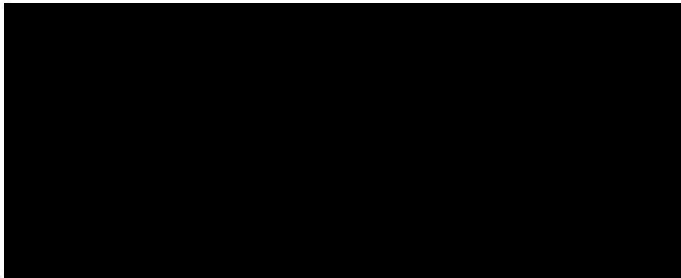
#### 10. Notices

10.1 Any notice given under this GTA shall be in writing and may be served by delivering it personally or sending it by pre-paid international courier or fax to the address and for the attention of the relevant party set out in Clause 10.2 (or as otherwise notified by that party under this GTA). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of receiving the notice by the relevant party by a physical receipt;
- (b) in the case of international courier delivery, at the time of receiving the notice by the relevant party by a physical receipt from the courier; and
- (c) in the case of fax, at the time of transmission, evidenced by a transmission receipt,

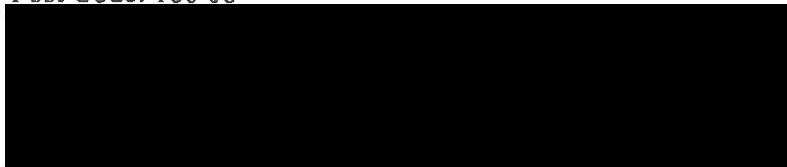
provided that if deemed receipt occurs before 9.00 am on a Business Day the notice shall be deemed to have been received at 9.00 am on that day, and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day. For the purpose of this Clause 10.1, any reference to time is to time in the place at or to which the notice is delivered or sent.

10.2 The addresses and fax numbers of the parties for the purpose of this Clause are:



Service Provider

Name: Czech Airlines Technics, a.s.  
Address: Jana Kašpara 1069/1, Ruzyně, 160 08 Prague 6  
Post Code: 160 08





or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.


10.3 In proving service of a notice it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in this Clause 10 (or as otherwise notified by that party under this GTA) and delivered to that address, or that the notice was transmitted by fax to the fax number of the relevant party set out in this Clause 10 (or as otherwise notified by that party under this GTA).

10.4 Notice given under this GTA shall not be validly served if sent by e-mail.

10.5. Owners and ultimate beneficiaries

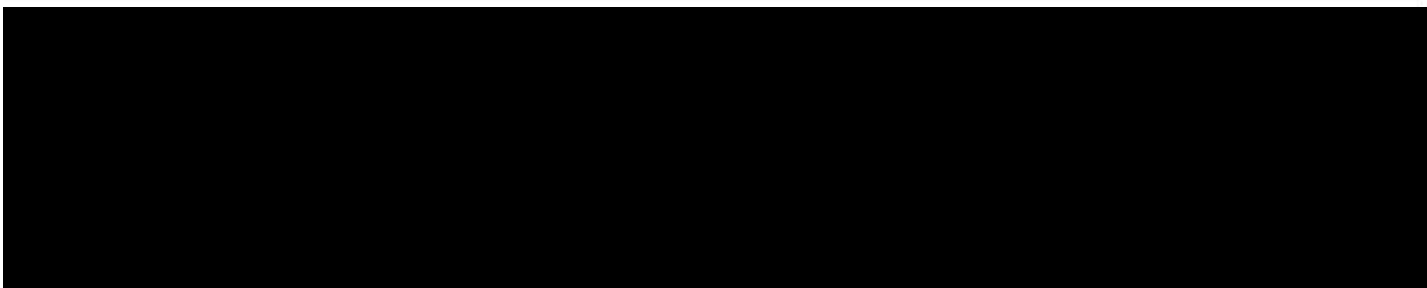
At least on the date when this GTA is signed Service Provider shall provide  with information in respect to all of its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to the composition of executive bodies according to the form of the Attachment 3 to the GTA, along with the confirming documents presented.

In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or in the composition of executive bodies of Service Provider, the latter shall immediately inform about them to  with the confirming documents attached.

In case the obligations hereunder are violated or execution thereof is waived,  shall be entitled to waive the GTA (terminate the GTA) unilaterally and within the extrajudicial procedure, having notified thereabout to Service Provider three calendar days prior to the date of termination.

11. Counterparts

This GTA is in the English Language and executed in 2 (two) counterparts - one for each Party. Both counterparts are equally valid. Each counterpart is an original and all of which together shall constitute one and the same GTA.





## 12. Governing law

This GTA is governed by, and shall be construed in accordance with, the law of Czech Republic.

## 13. Dispute Resolution

- 13.1 Any dispute arising out of or in connection with this GTA, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration by the Arbitration court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic (hereinafter referred to as "**Arbitration Court**") under the Rules of the Arbitration Court, which Rules are deemed to be incorporated by reference into this Clause 13, except as otherwise provided herein.
- 13.2 The number of arbitrators shall be three (3) (the "Arbitral Tribunal"). One arbitrator is to be appointed by [REDACTED] and one arbitrator is to be appointed by the Service Provider, in each case not later than 21 days after service of a request for arbitration. The third arbitrator shall be nominated jointly by the first two arbitrators following their appointment. In the event that the first two arbitrators fail to nominate the third arbitrator within 21 days after appointment of the second of the first two arbitrators, the appointment shall be made by the **Arbitration Court**
- 13.3 The seat, or legal place, of arbitration shall be Czech Republic.
- 13.4 [REDACTED]
- 13.5 The parties shall maintain strict confidentiality with respect to all aspects of the arbitration and shall not disclose the fact, conduct or outcome of the arbitration to any non-parties or non-participants, except to the extent required by law or any applicable stock exchange rules or to the extent necessary to recognize, confirm or enforce the final award in the arbitration, without the prior written consent of all parties to the arbitration (such consent not to be unreasonably withheld or delayed). Any party who fails to observe the confidentiality restrictions of the GTA shall be subject to whatever penalties are deemed appropriate by the Arbitral Tribunal.
- 13.6 The parties and the Arbitral Tribunal shall be given written notice, at least ten (10) days in advance, of the time and place of any deposition.
- 13.7 The parties hereto agree to consider and discuss in good faith the consolidation of any arbitration proceedings in which either or both [REDACTED] and/or the Service Provider is or may be a party, with any other arbitration proceedings to which any of them is or may be a party.
- 13.8 There shall be no right of appeal on the merits from any award of the Arbitral Tribunal on any question of fact or law. The arbitral award shall be final and binding on both Parties.
- 13.9 [REDACTED] and the Service Provider shall each be entitled to seek at any time from any court in any jurisdiction (whether before or after commencement of any arbitration proceedings), any provisional, interim or conservatory relief against the other. The relief sought may include, but shall not be limited to, attachment, taking possession, preservation, custody or detention of property and injunctive relief. This entitlement is strictly without prejudice to and shall exist in [REDACTED]

parallel with the rights which the parties may have to seek such relief from any Arbitral Tribunal, whether under the Rules of the Arbitration Court or otherwise under law. Any request for such relief by a party to any court in any jurisdiction shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate set forth herein. The parties agree that any ruling by the Arbitral Tribunal on such relief shall be deemed a final award with respect to the subject matter of the ruling and shall be fully enforceable as such.

13.10 Any arbitral award(s) can be enforced in any court having jurisdiction therefore.

13.11 [REDACTED] and the Service Provider agree that any relief granted by a court or tribunal as provided under this Clause 13, or any judgment, award or order by a court relating to enforcement of an arbitral award under this Clause 13 shall be conclusive and binding on them and may be enforced against them within the jurisdiction where such court is located or the Arbitral Tribunal has its seat, without prejudice to the parties' rights at law, including any rights of appeal.

#### 14. Term and Termination

The GTA is valid for five (5) years from the date of signing the GTA (the Effective Date) and shall be automatically renewed for next five (5) years unless either Party notifies with one month prior written notice the other Party of its intent to not renew it. The number of renewals is unlimited. Either Party may terminate the GTA by a written notice without stating a reason with one month prior written notice while all Purchase Orders signed prior to the termination effective date shall still be performed according to the GTA.

Execution Page to a General Terms Agreement

AS WITNESS this GTA has been signed by the parties (or their duly authorised representatives) in English on the date stated at the beginning of this GTA.

Signed for and on behalf of [REDACTED]

Signed for and on behalf of Czech Airlines Technics, a.s.

[REDACTED]

Attachment 1

Form of Purchase Order

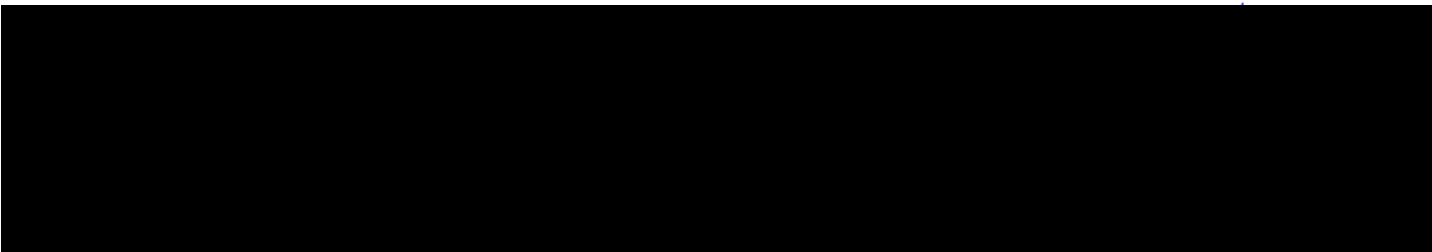
PURCHASE ORDER №

Dated



and

Czech Airlines Technics, a.s.



THIS PURCHASE ORDER is made on

BETWEEN

[REDACTED]

Czech Airlines Technics, a.s., whose registered office is at Jana Kašpara 1069/1, Ruzyně Airport, 16008 Prague 60, ("Service Provider").

#### BACKGROUND

- (A) The Service Provider and [REDACTED] have entered into a General Terms Agreement №1 dated 2013 relating to the provision of certain services relating to aircraft maintenance (the "GTA"), pursuant to which the Service Provider has agreed to provide and [REDACTED] may request to receive certain services relating to the maintenance of aircraft.
- (B) [REDACTED] now wishes to receive certain services from the Service Provider, and the parties have agreed to enter into this Purchase Order in respect thereof.

IT IS AGREED as follows:

1. Incorporation of GTA

The provisions of the GTA shall be incorporated in their entirety into this Purchase Order (*mutatis mutandis*) as if set out in full herein.

2. Services to be performed

- [Base Maintenance]

- [Painting of Aircraft in full or partial]

- [Scheduled and unscheduled Maintenance]

- [Shop Services]

- [Other Service Requirements required by [REDACTED]]

3. Duration

[delivery and redelivery dates; date for commencement of the Services performance]

4. Price

[escalated]

5. [Other terms]

[REDACTED]

Execution Page to Purchase Order No

AS WITNESS this Purchase Order has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this Purchase Order.

Signed  
for and on behalf of

[Redacted signature area]

By: .....  
Name:  
Title:

Signed  
for and on behalf of

Czech Airlines Technics, a.s.

By: .....  
Name:  
Title:

[Redacted signature area]

Attachment 1-1

<b>Purchase Order Amendment</b>	PO № ARO-XXXX-XXX	AMDNT №XXXX
---------------------------------	-------------------	-------------

The provisions of the Purchase Order № \_\_\_\_\_ and the General Terms Agreement №[●] dated [●] relating to the provision of certain services relating to aircraft maintenance shall be incorporated in their entirety into this Purchase Order Amendment (POA) (*mutatis mutandis*) as if set out in full herein. In the case where the terms of the GTA conflict with the terms set out in this POA, the terms of this POA shall prevail.

The following Not Covered works become Services upon the latest of the signature of this Purchase Order Amendment by Aeroflot authorized representative and Acceptance of this Purchase Order Amendment by authorized representative of the Service Provider. Acceptance of the Purchase Order Amendment by the Service Provider is the day when the authorized representative of Service Provider signs the Purchase Order Amendment.

It.	AMASIS reference	Description	Estimated		
			Man-hours	Material cost	Impact on redelivery date

Factual (Accepted)		Date and Signature of Aeroflot representative	Date and Signature of Service Provider representative
Man-hours	Material cost		

The following works should be disregarded as Services upon the latest of the signature of this Purchase Order Amendment by Aeroflot authorized representative or acceptance of this Purchase Order Amendment by authorized representative of the Service Provider.

It.	AMASIS reference	Description	Effect on		
			Man-hours	Material cost	Redelivery date

Aeroflot authorized representative: \_\_\_\_\_

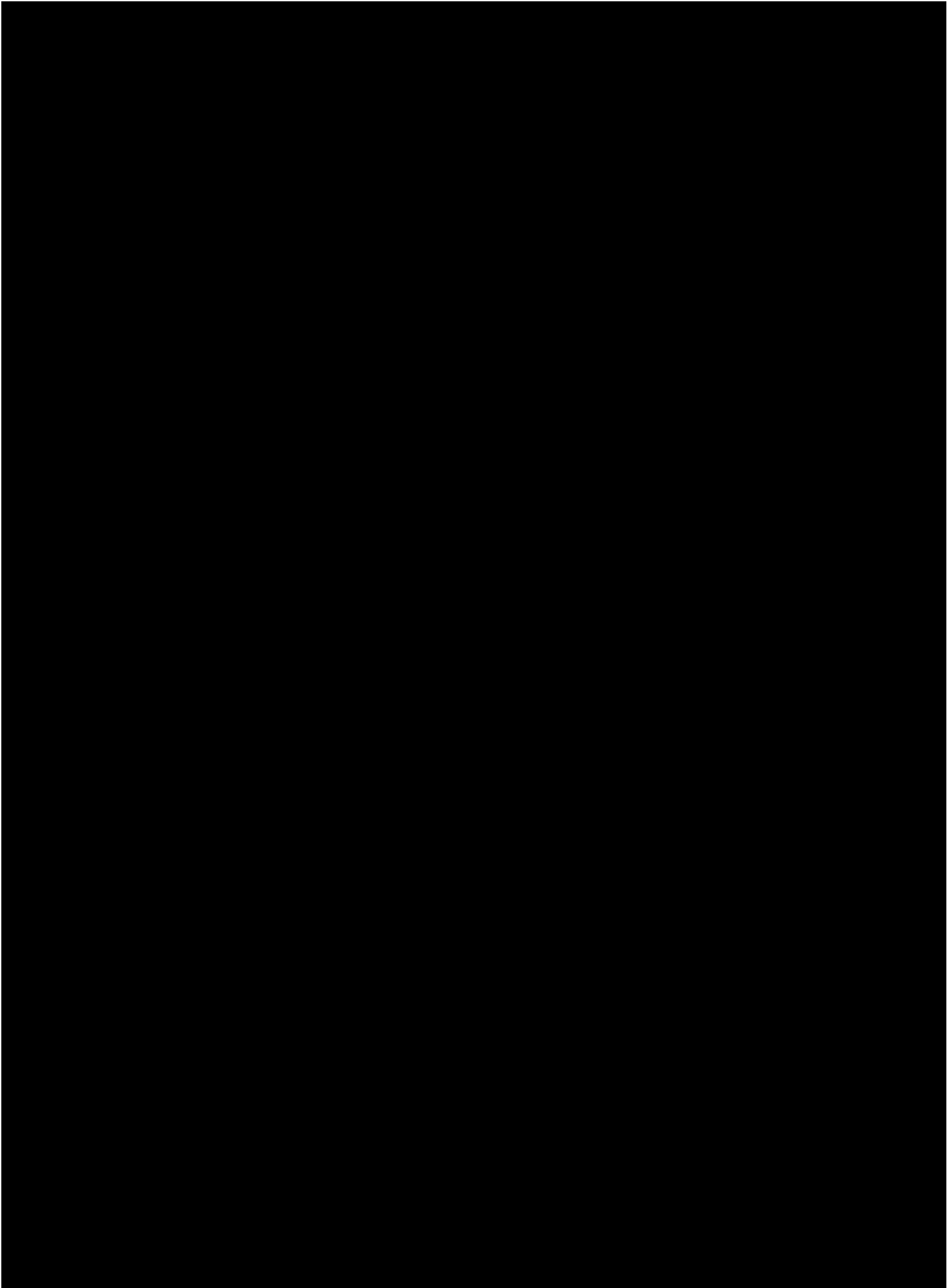
Signature \_\_\_\_\_  
Name \_\_\_\_\_

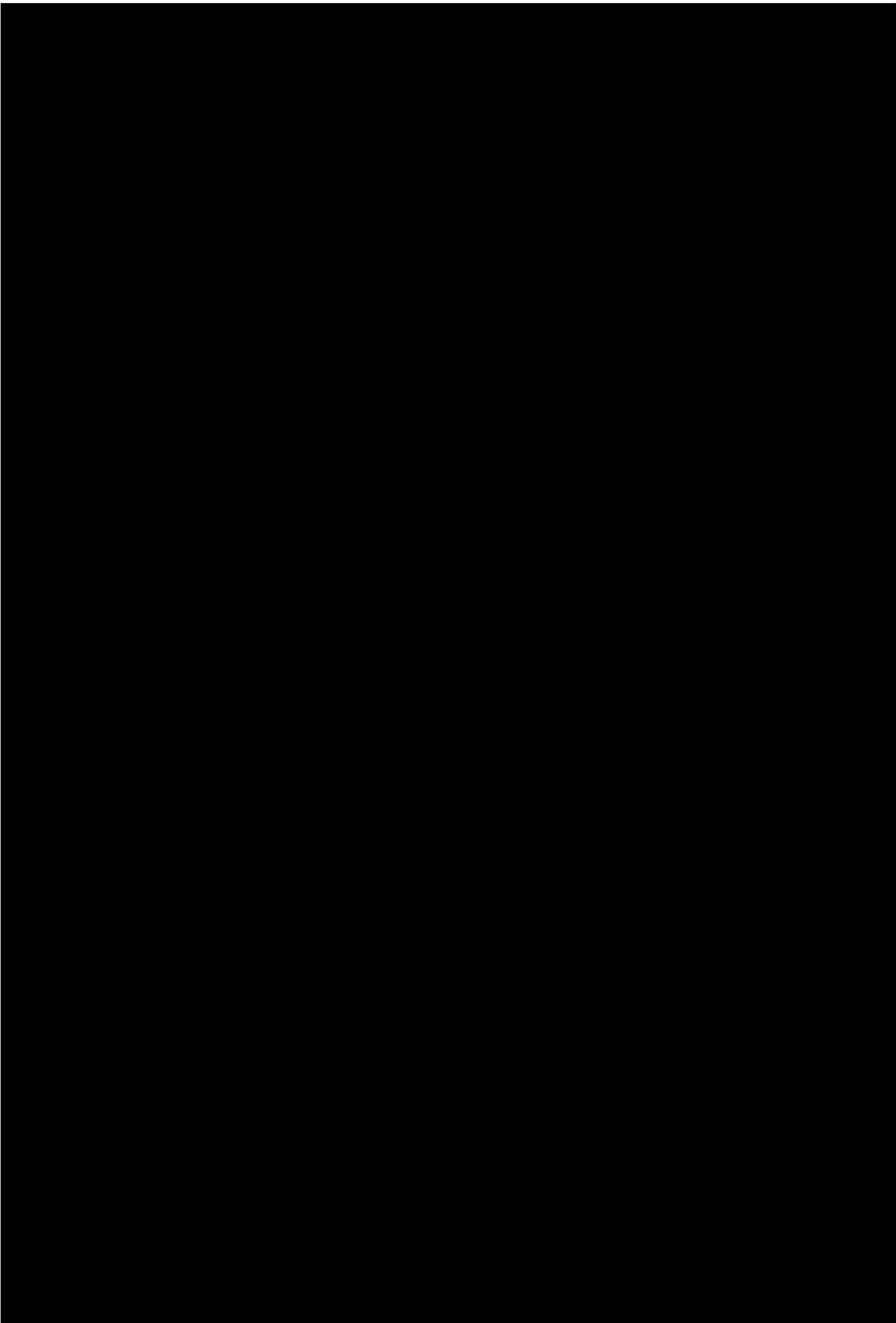
Service Provider authorized representative: \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_

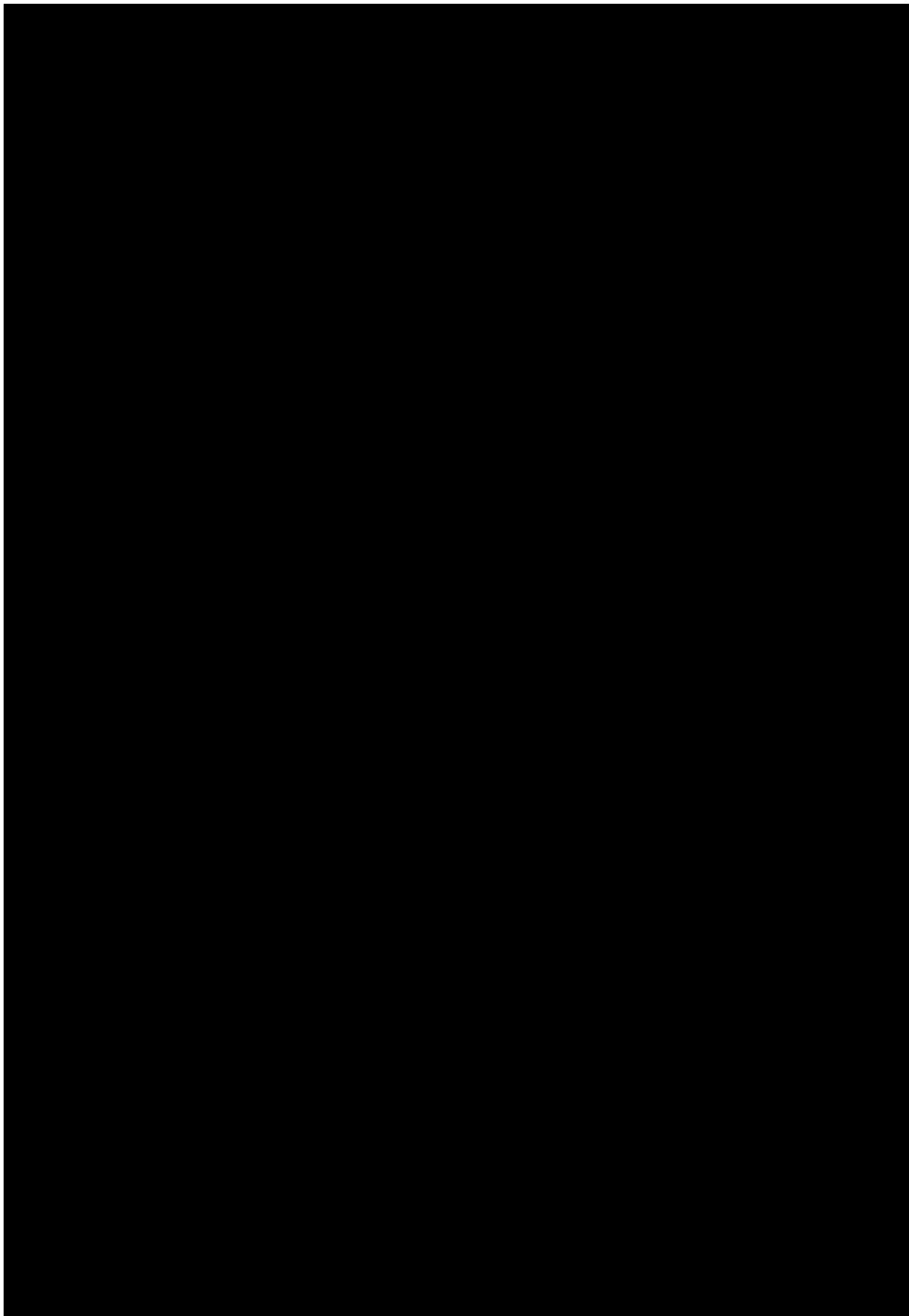


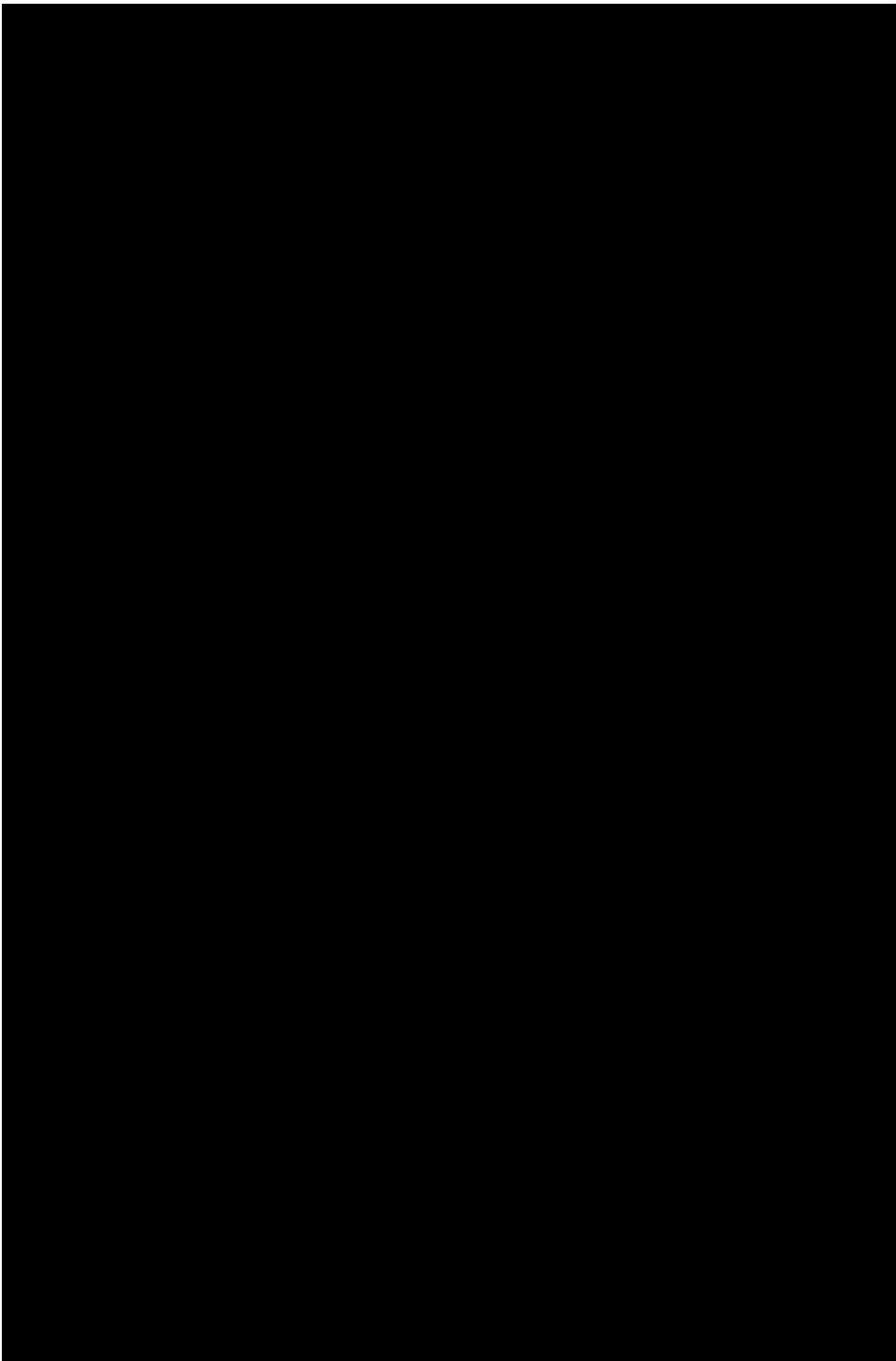
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General Scope and Prices for Services

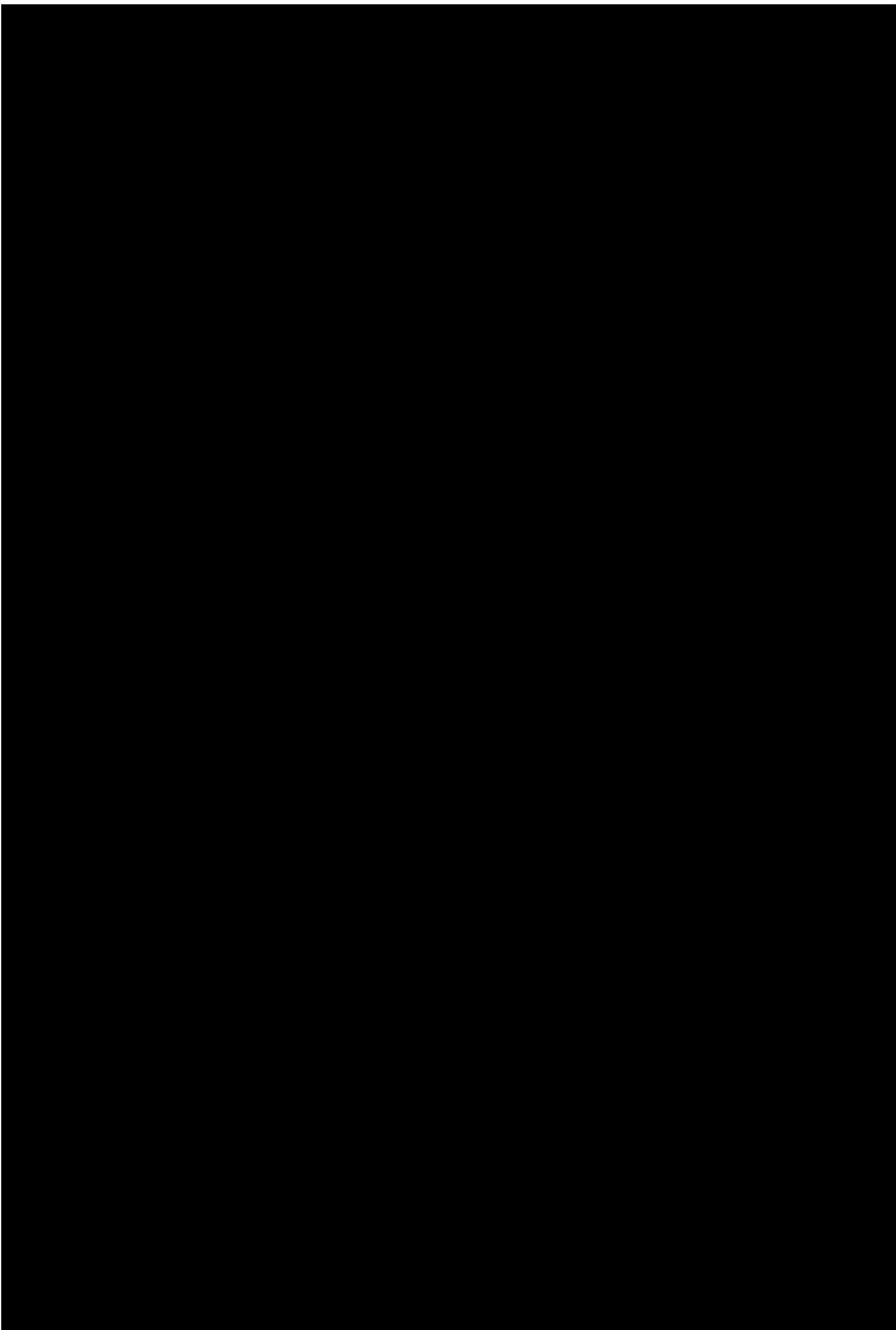


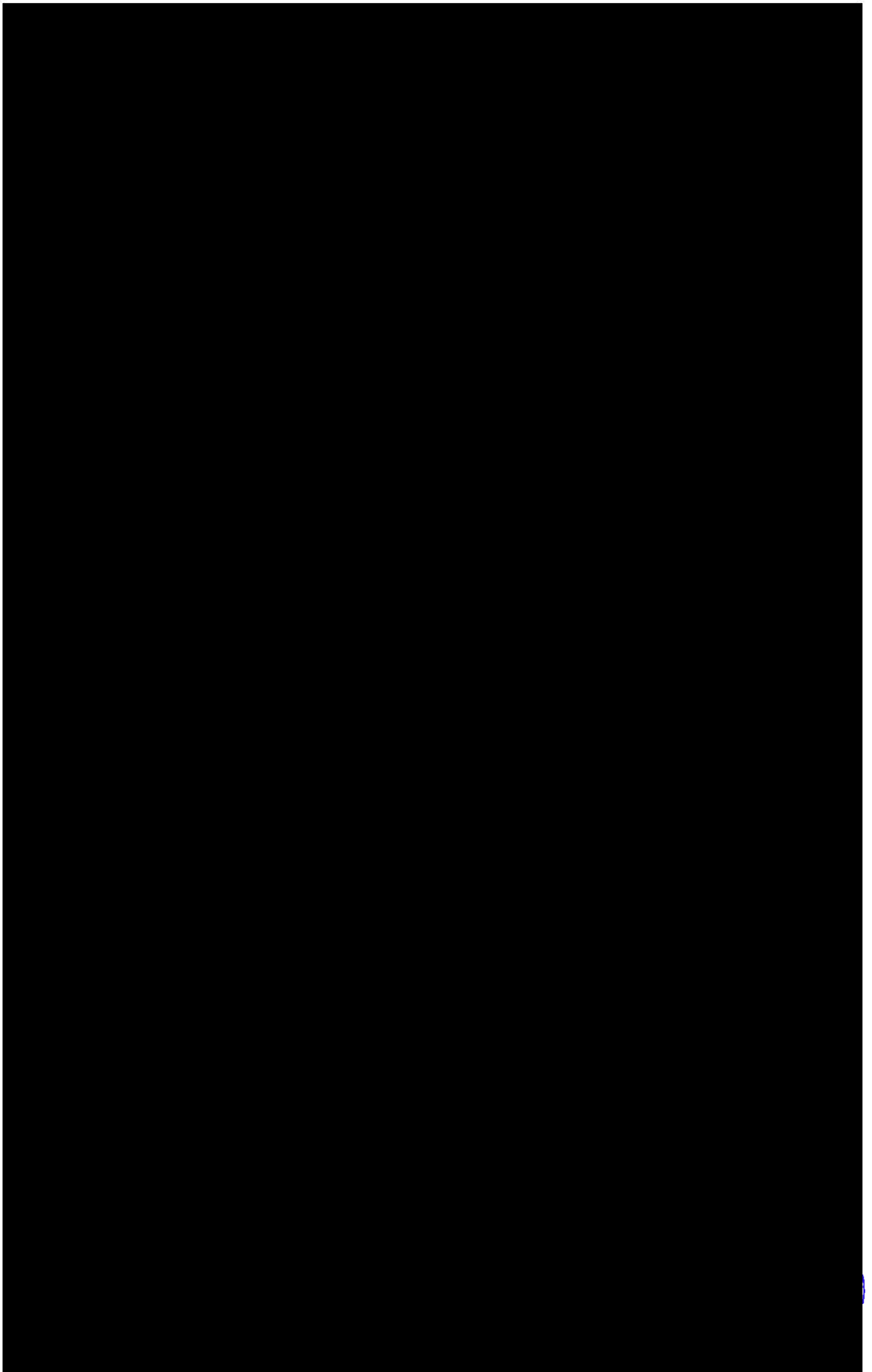


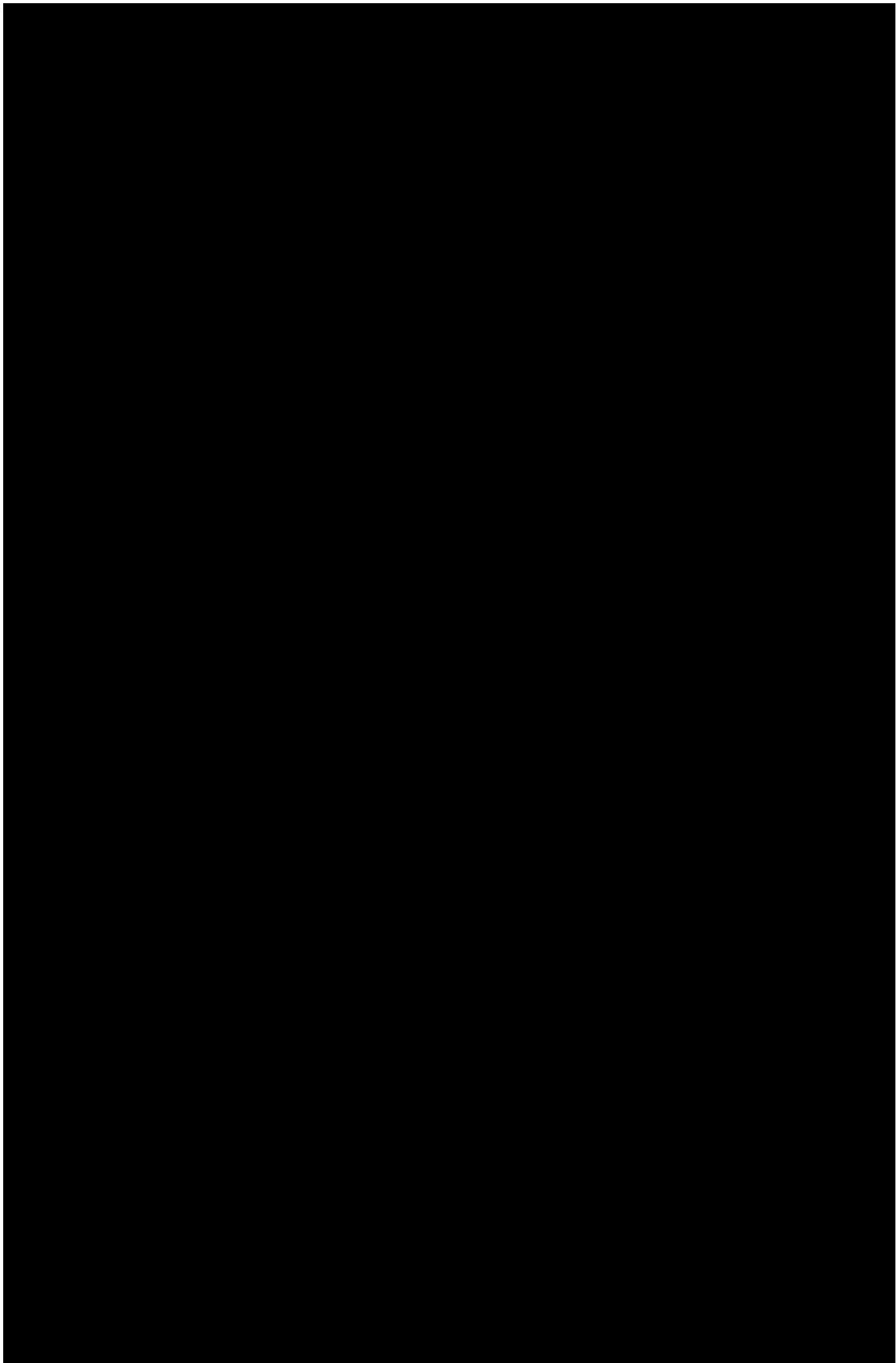


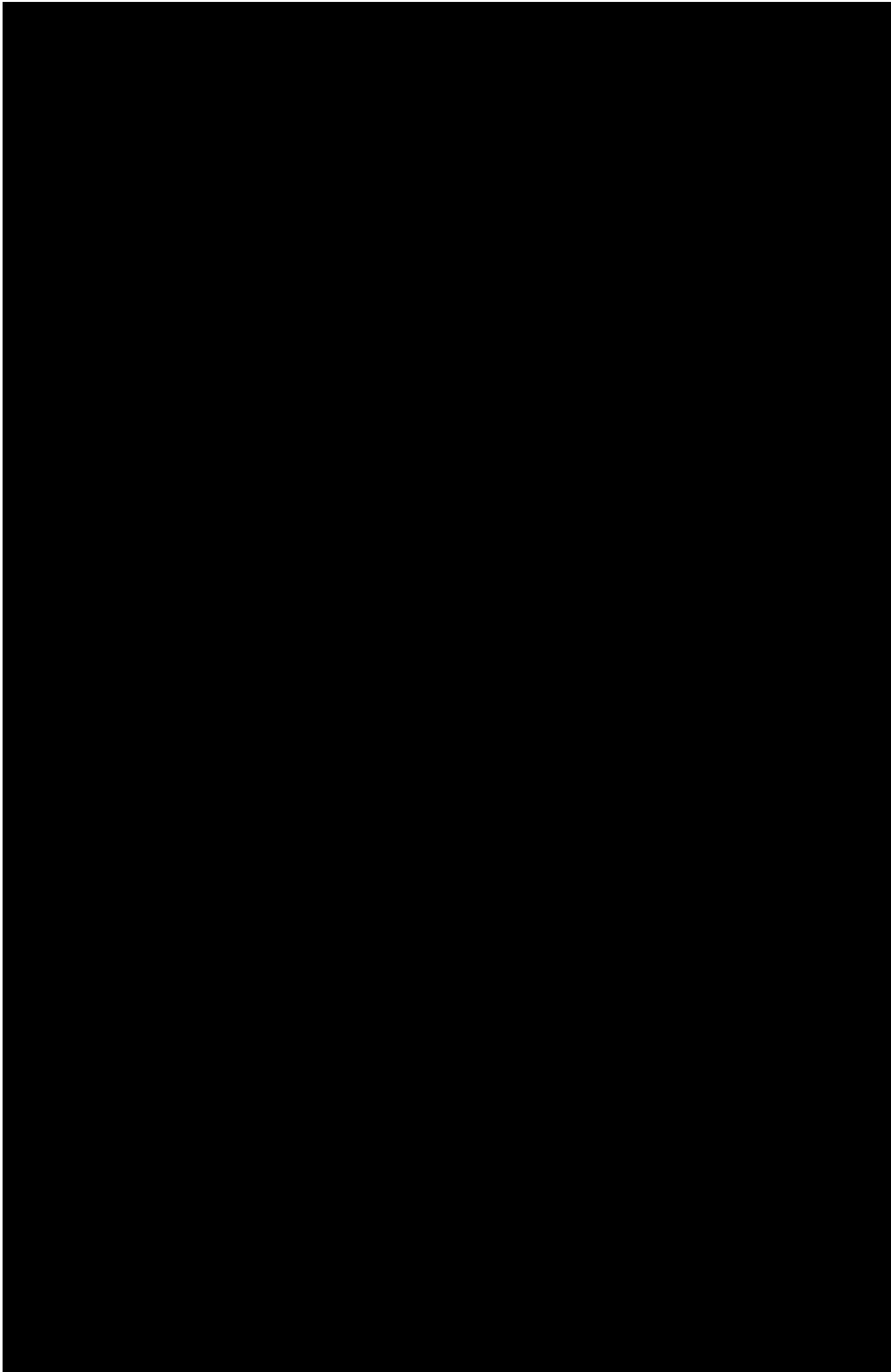


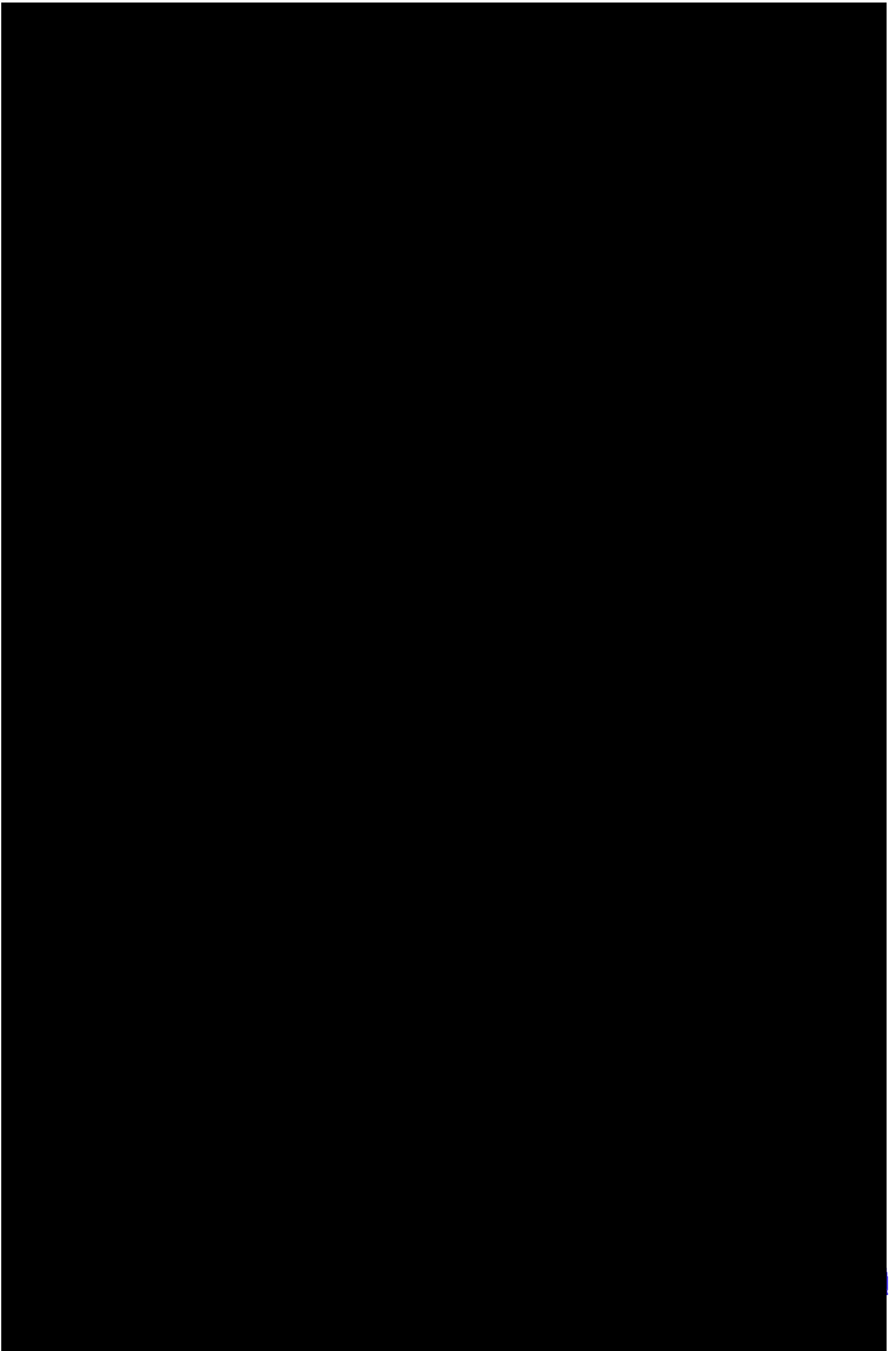


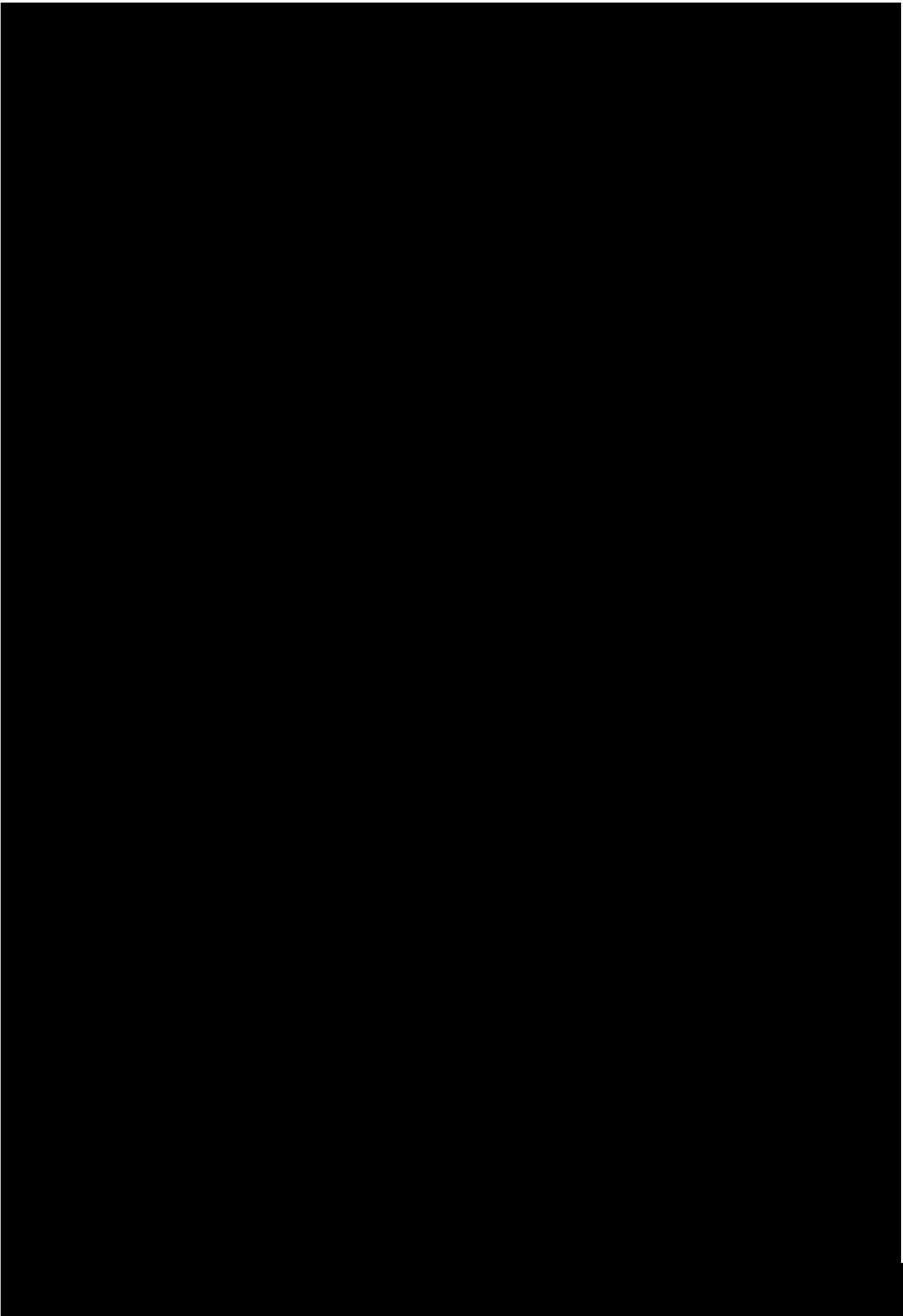




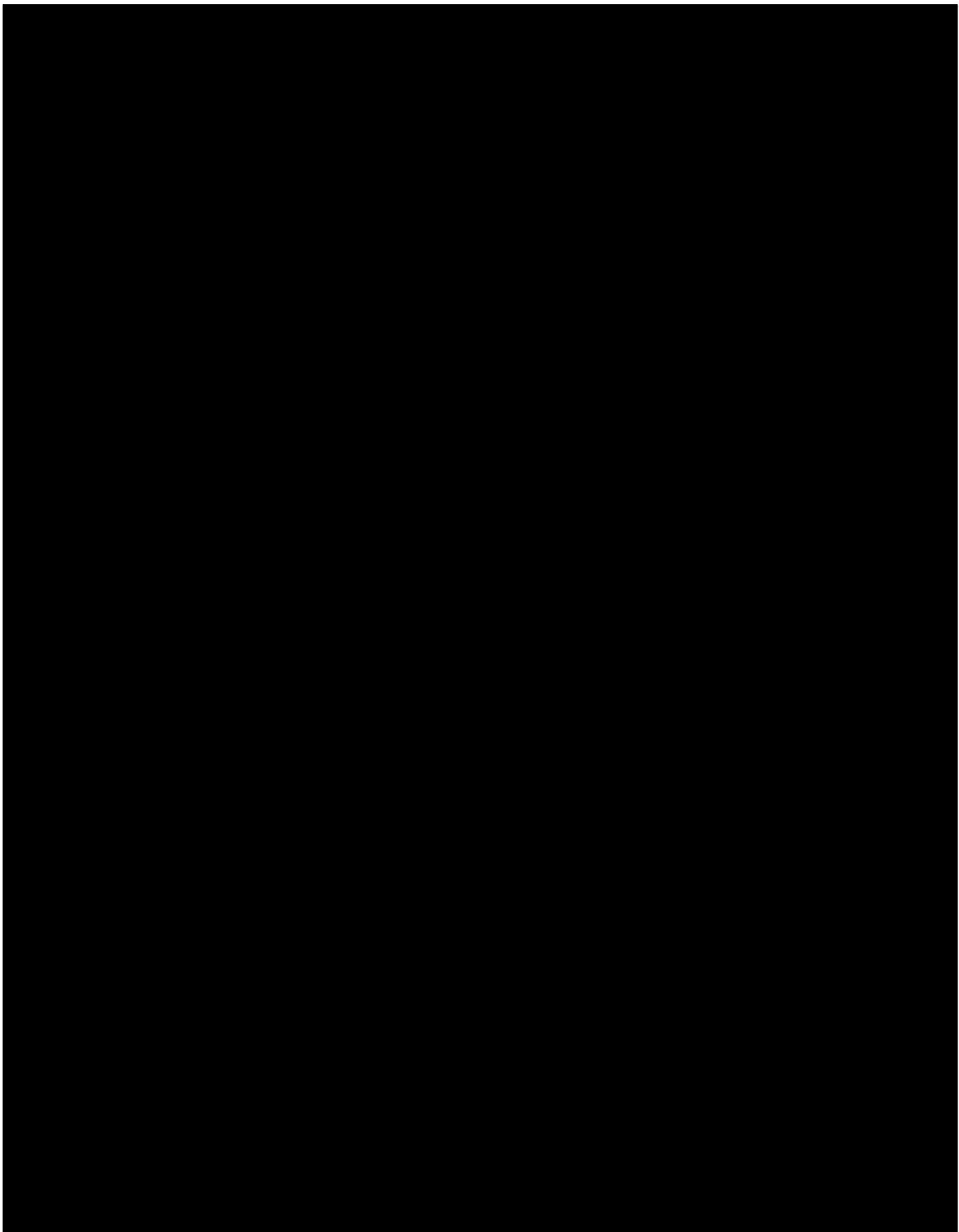


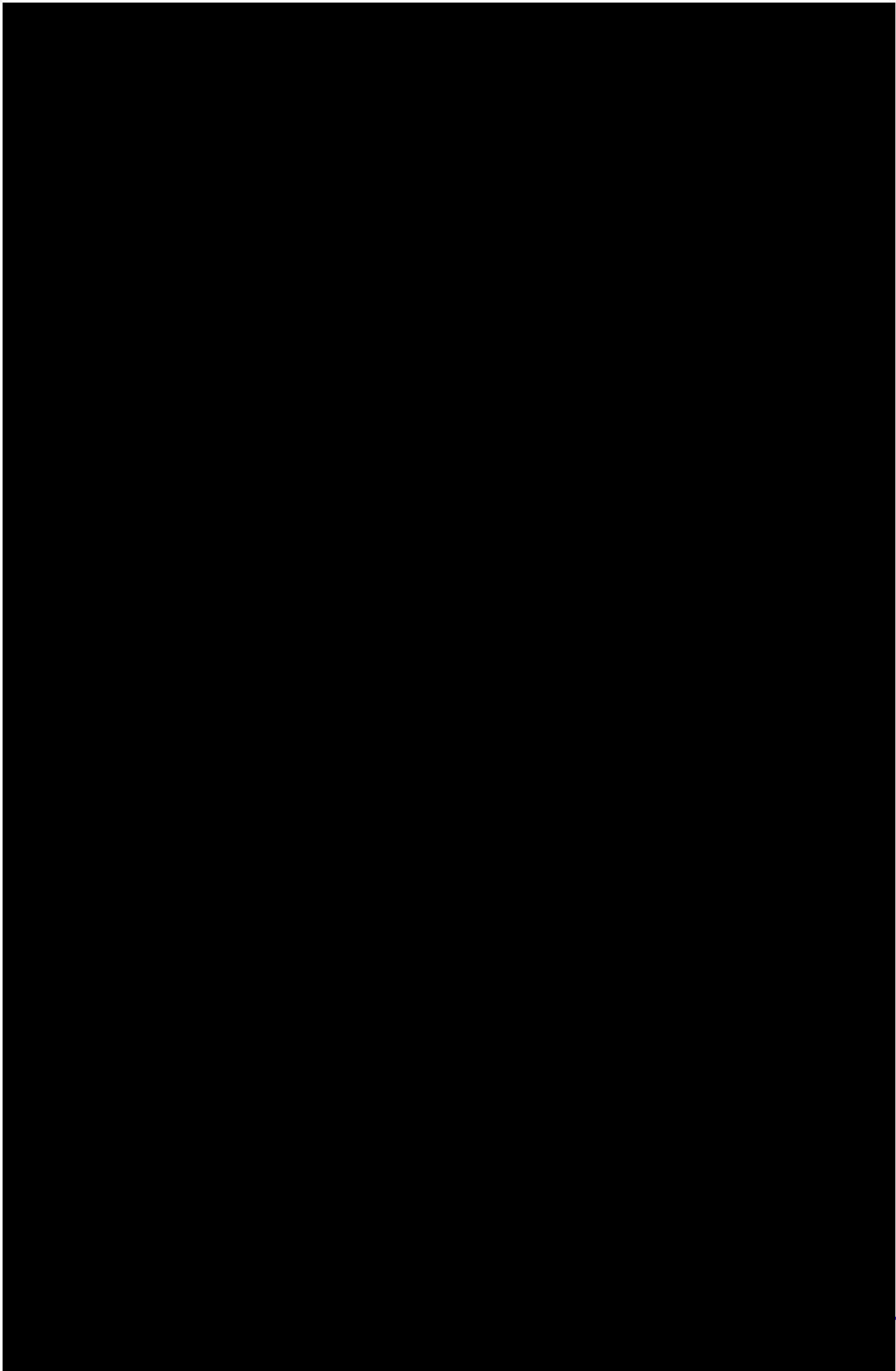


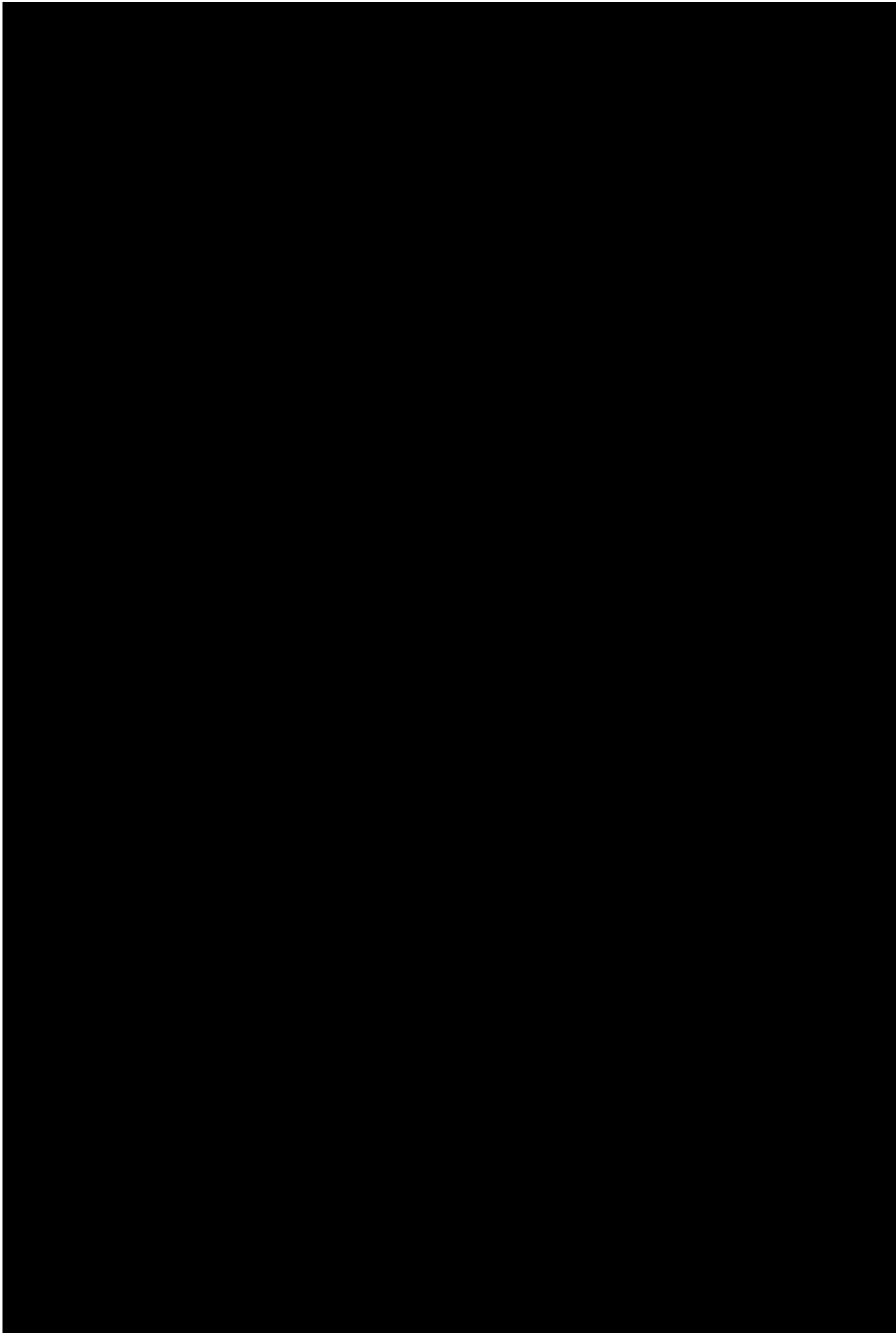


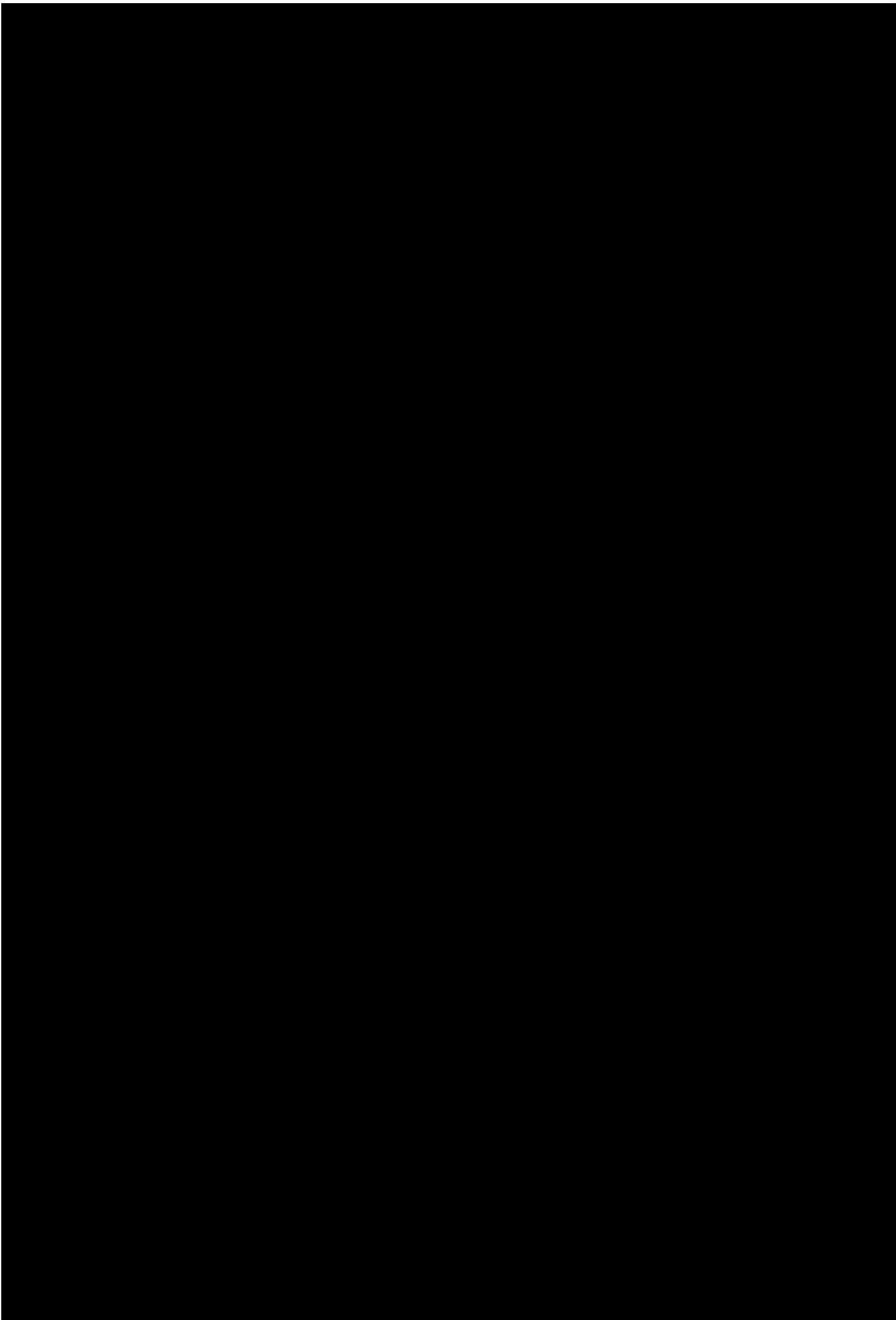


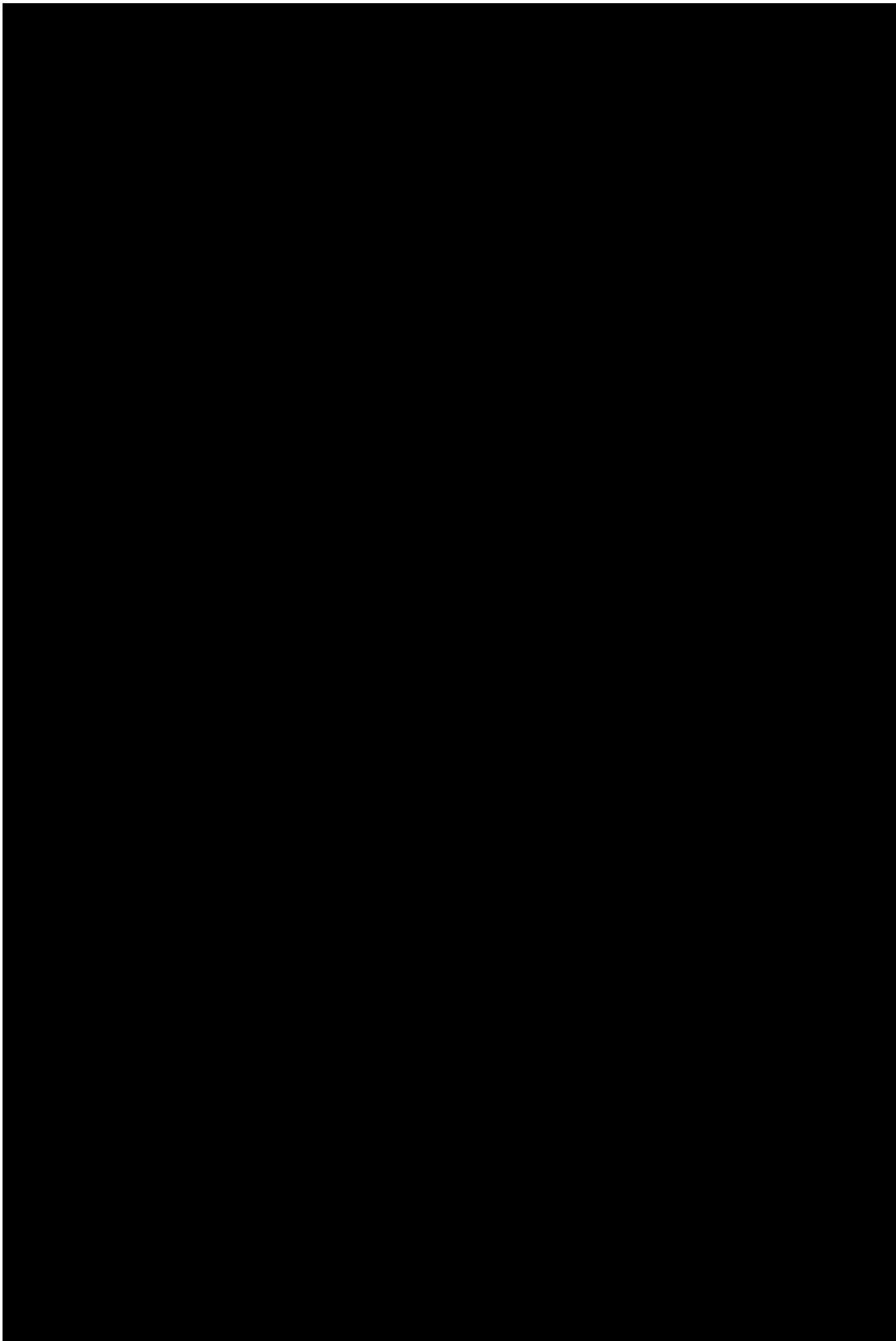


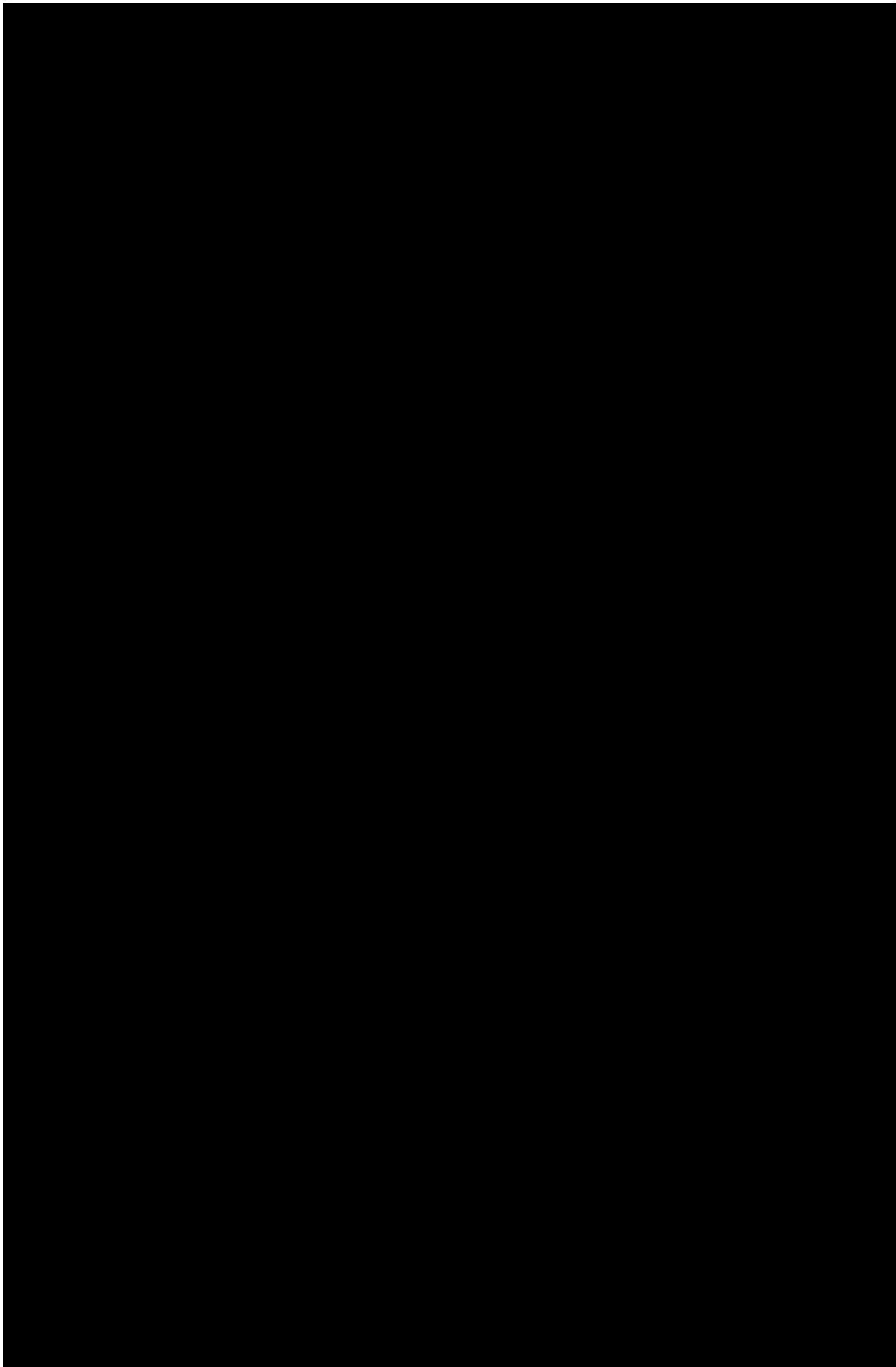


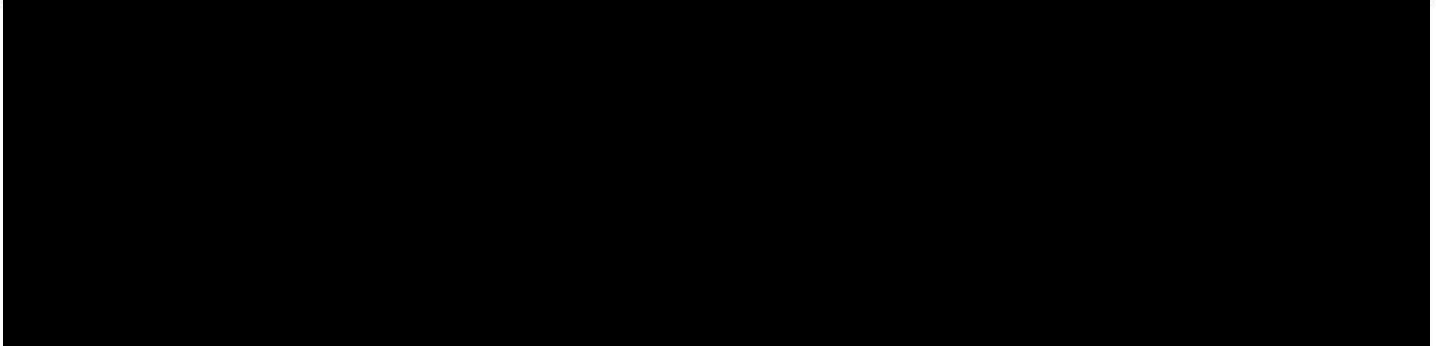
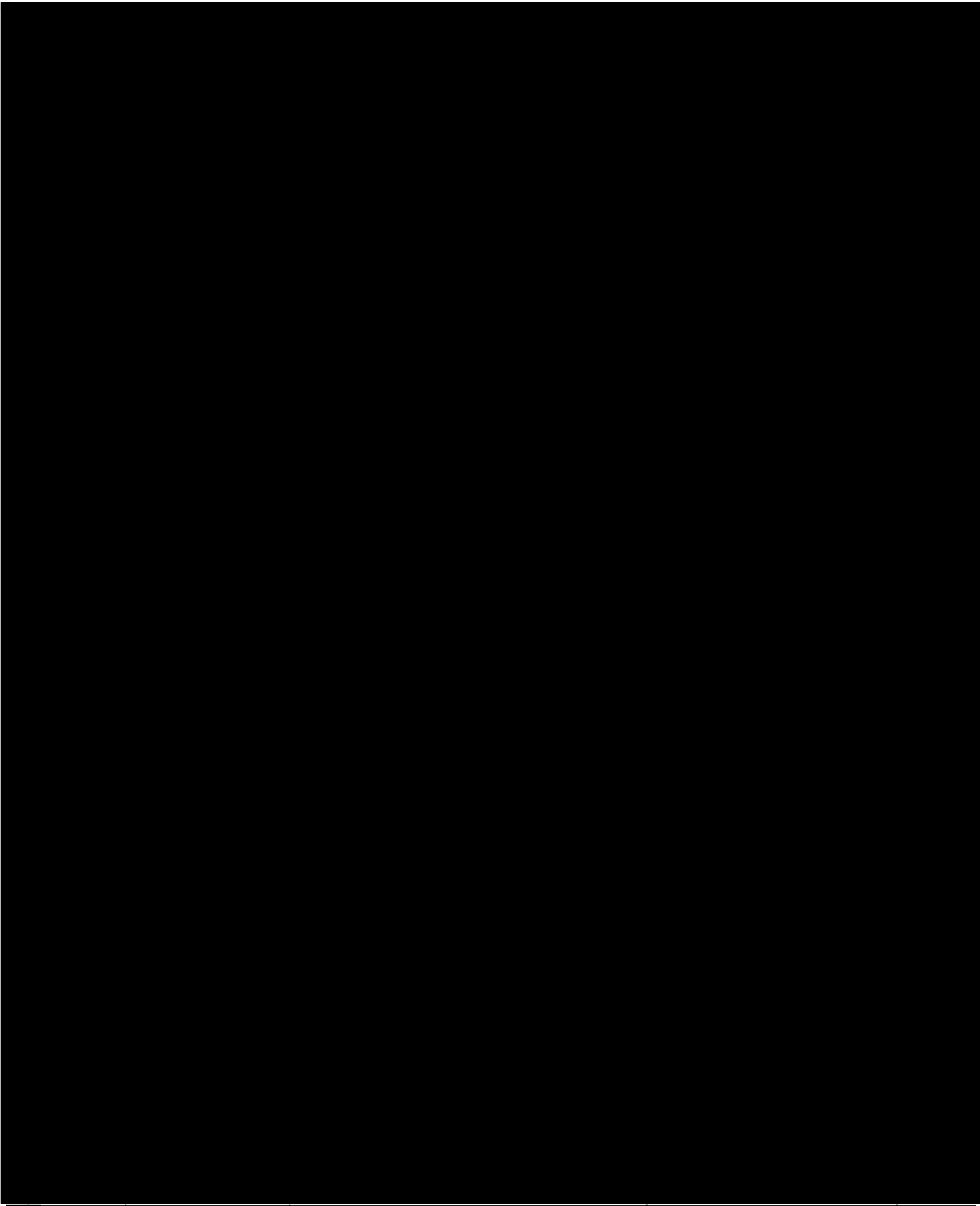








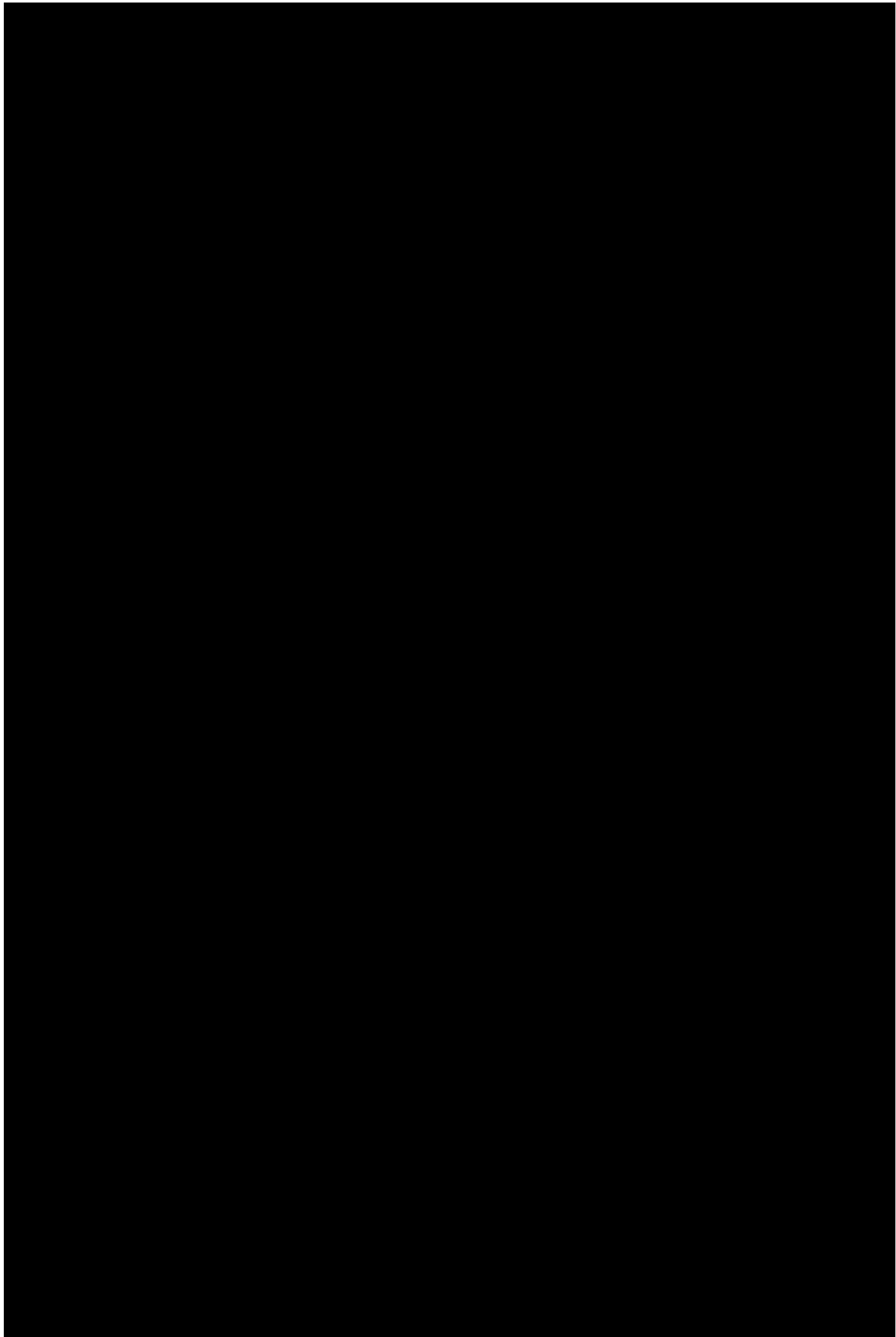


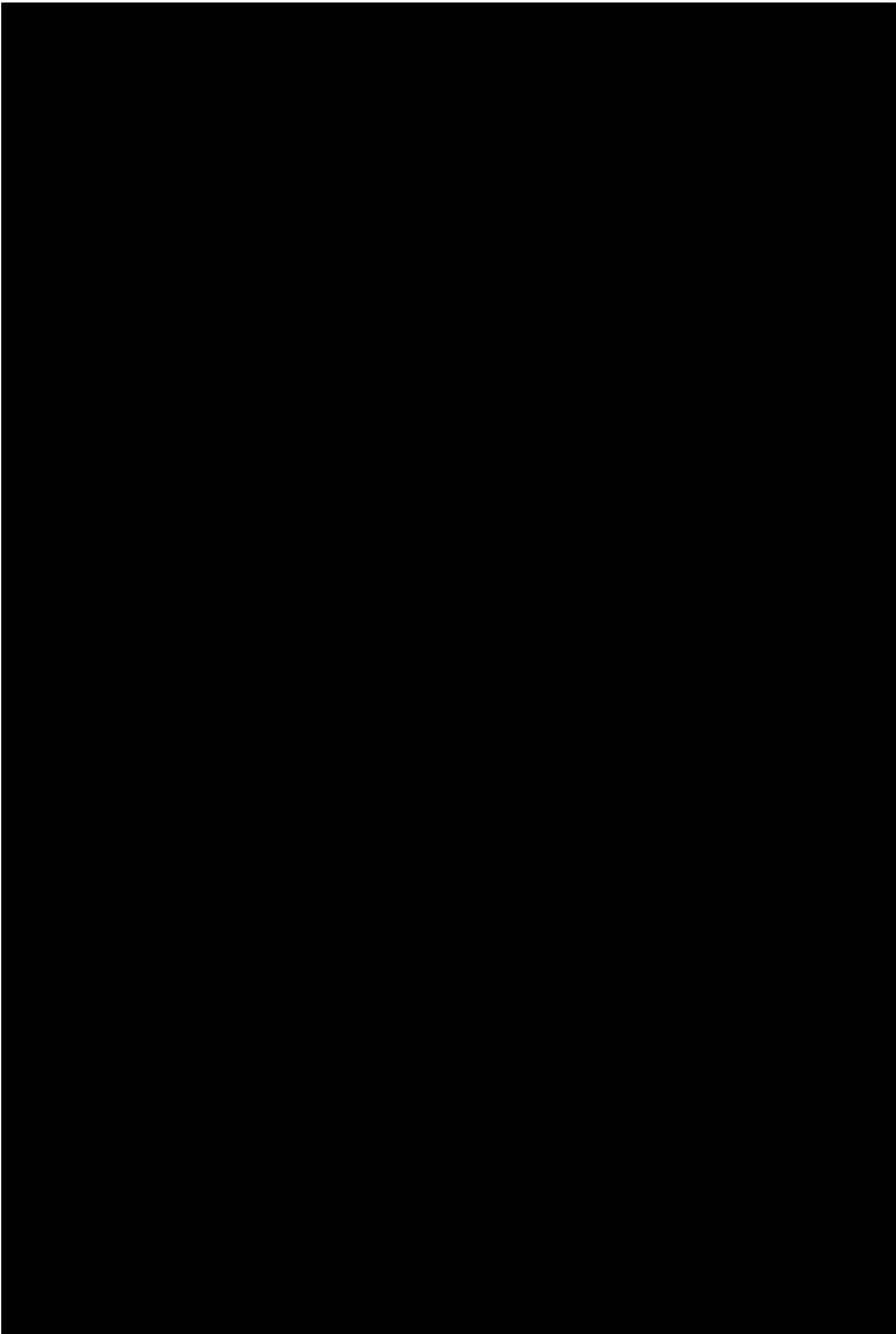


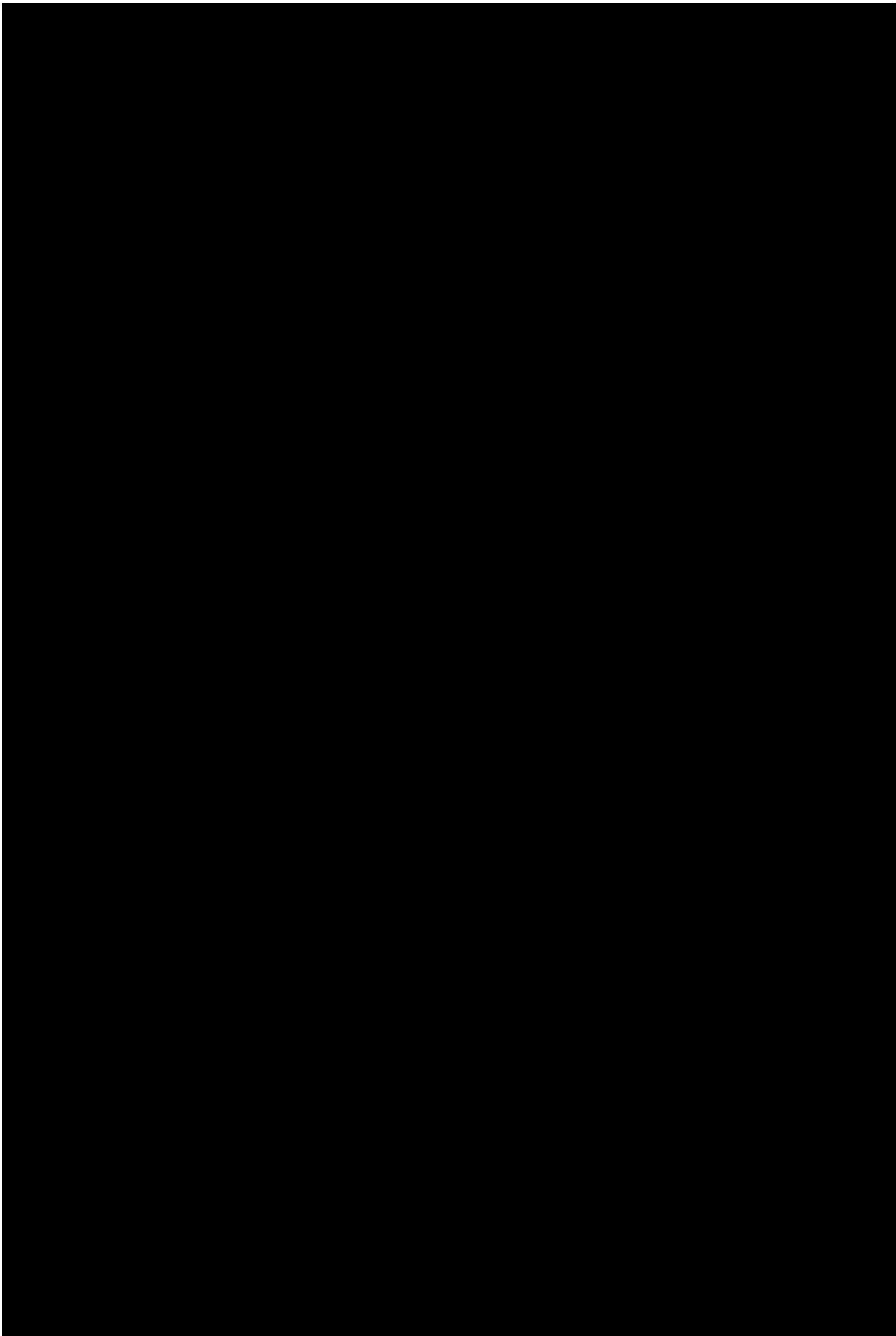
[REDACTED]

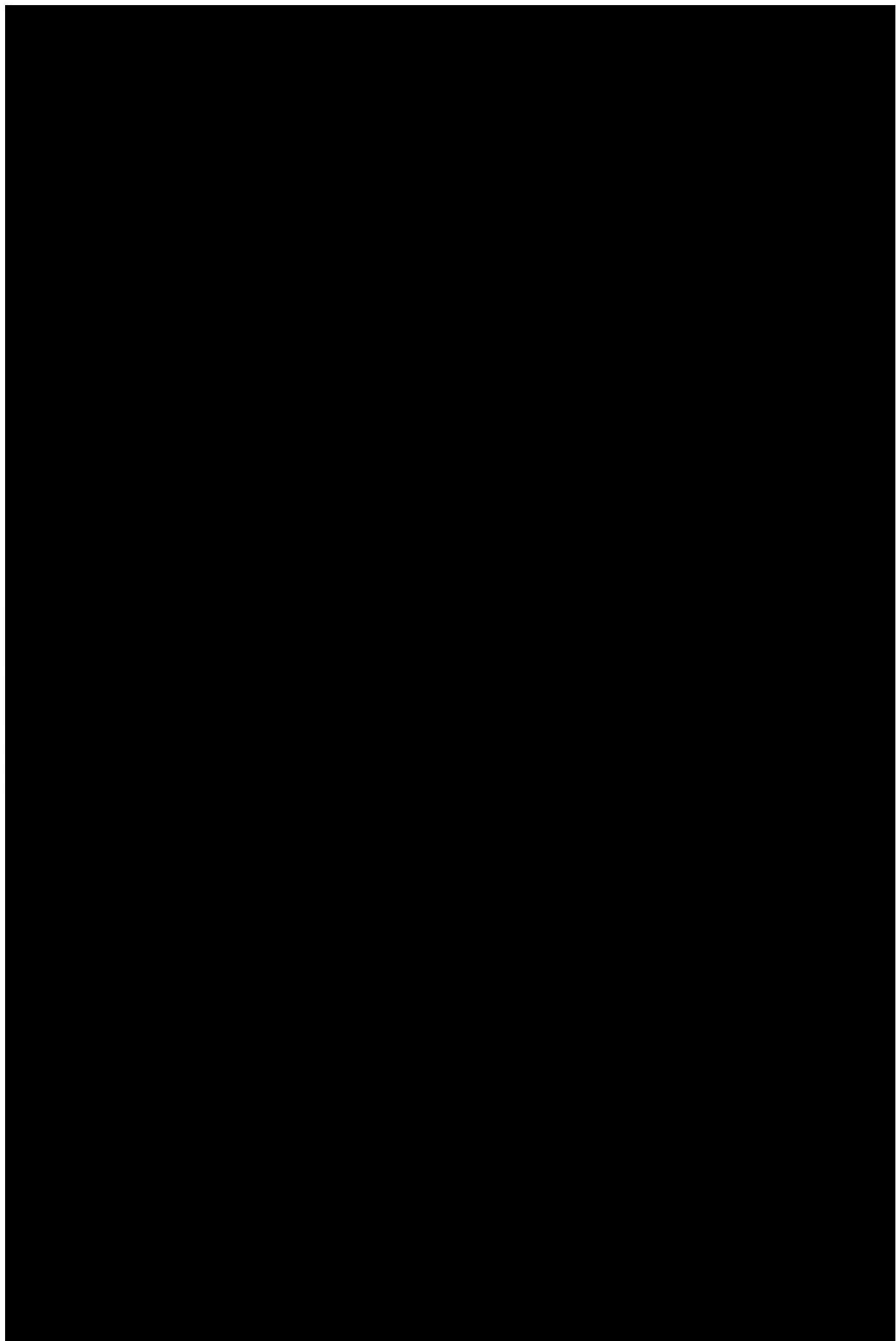
[REDACTED]

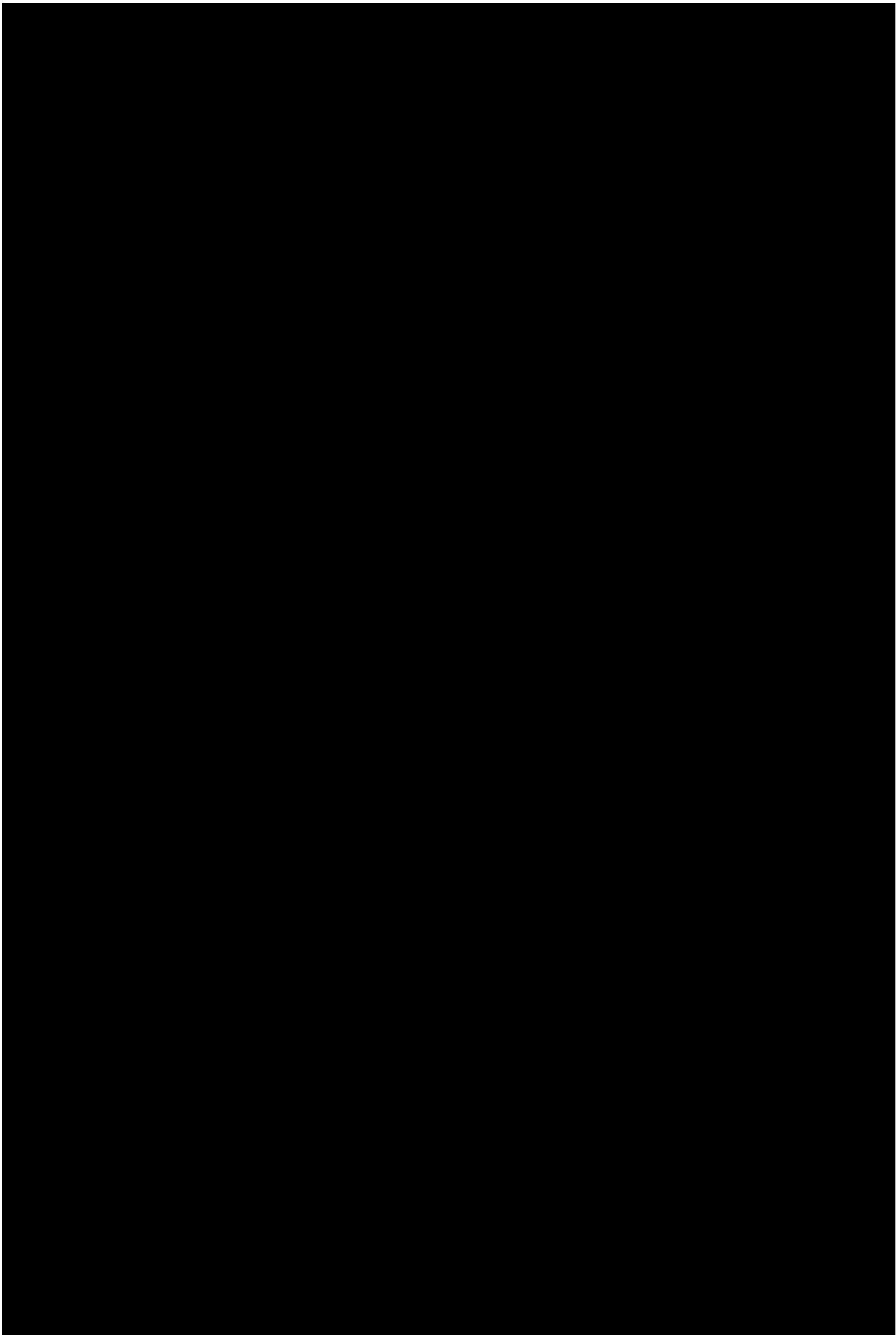


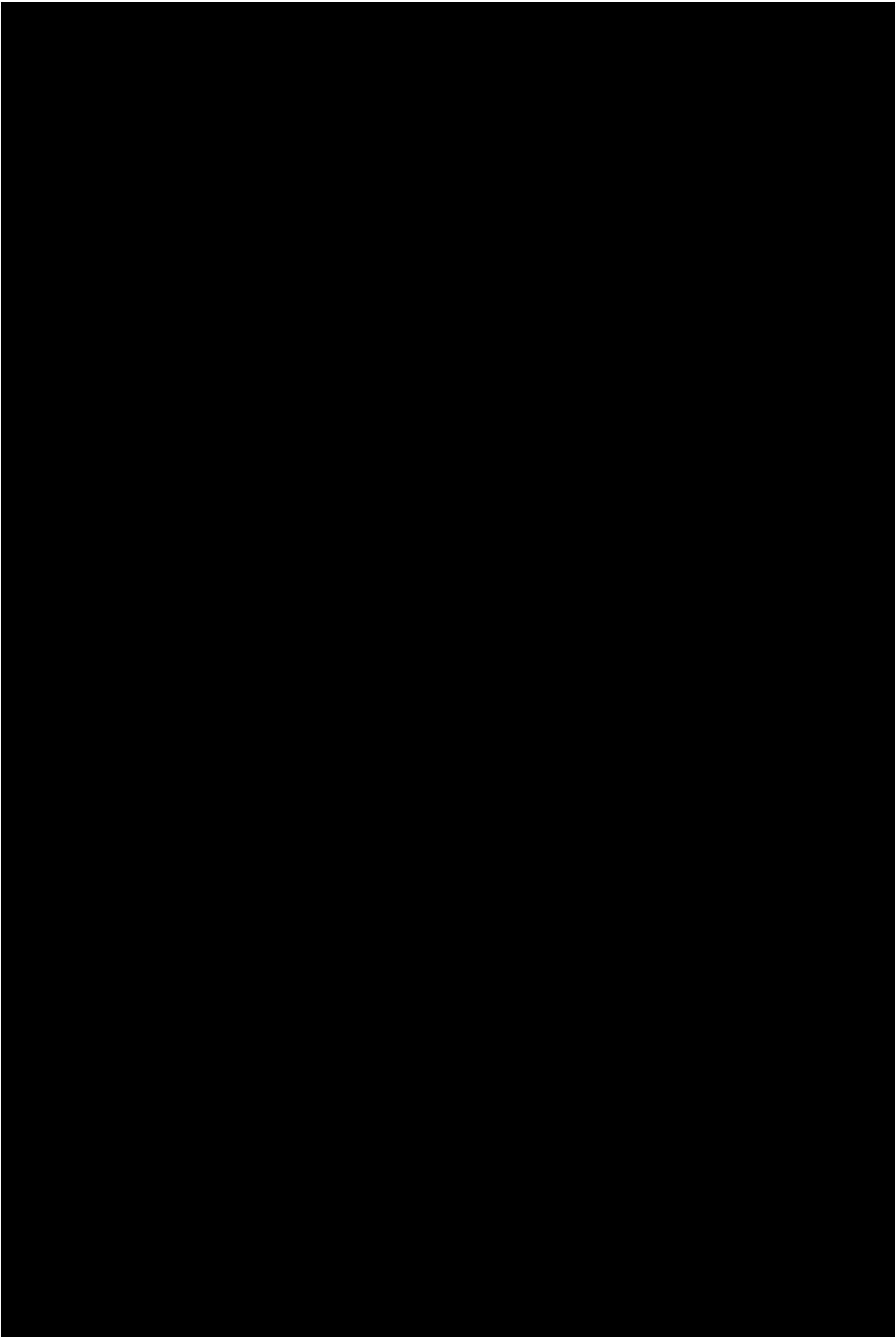


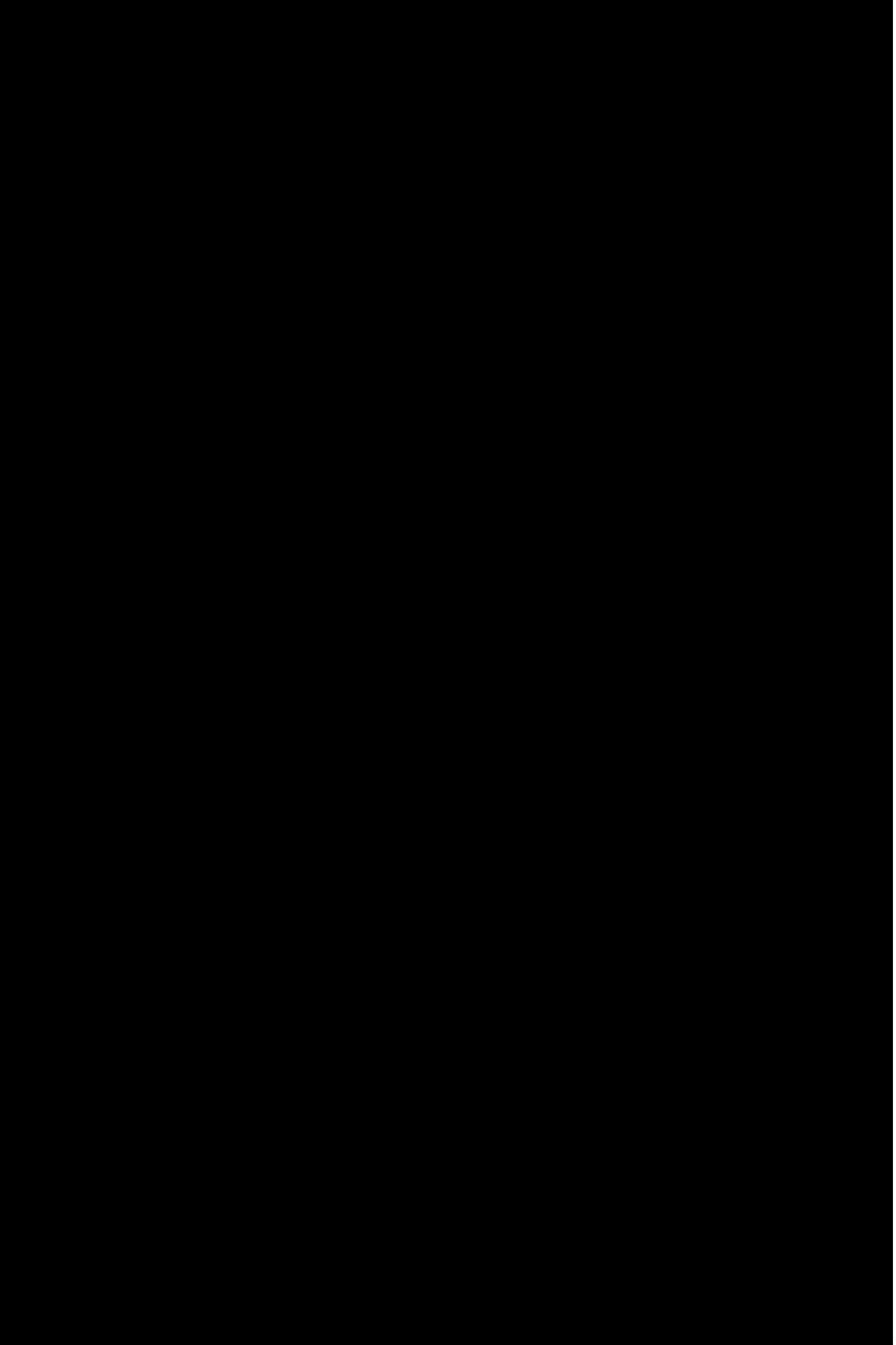


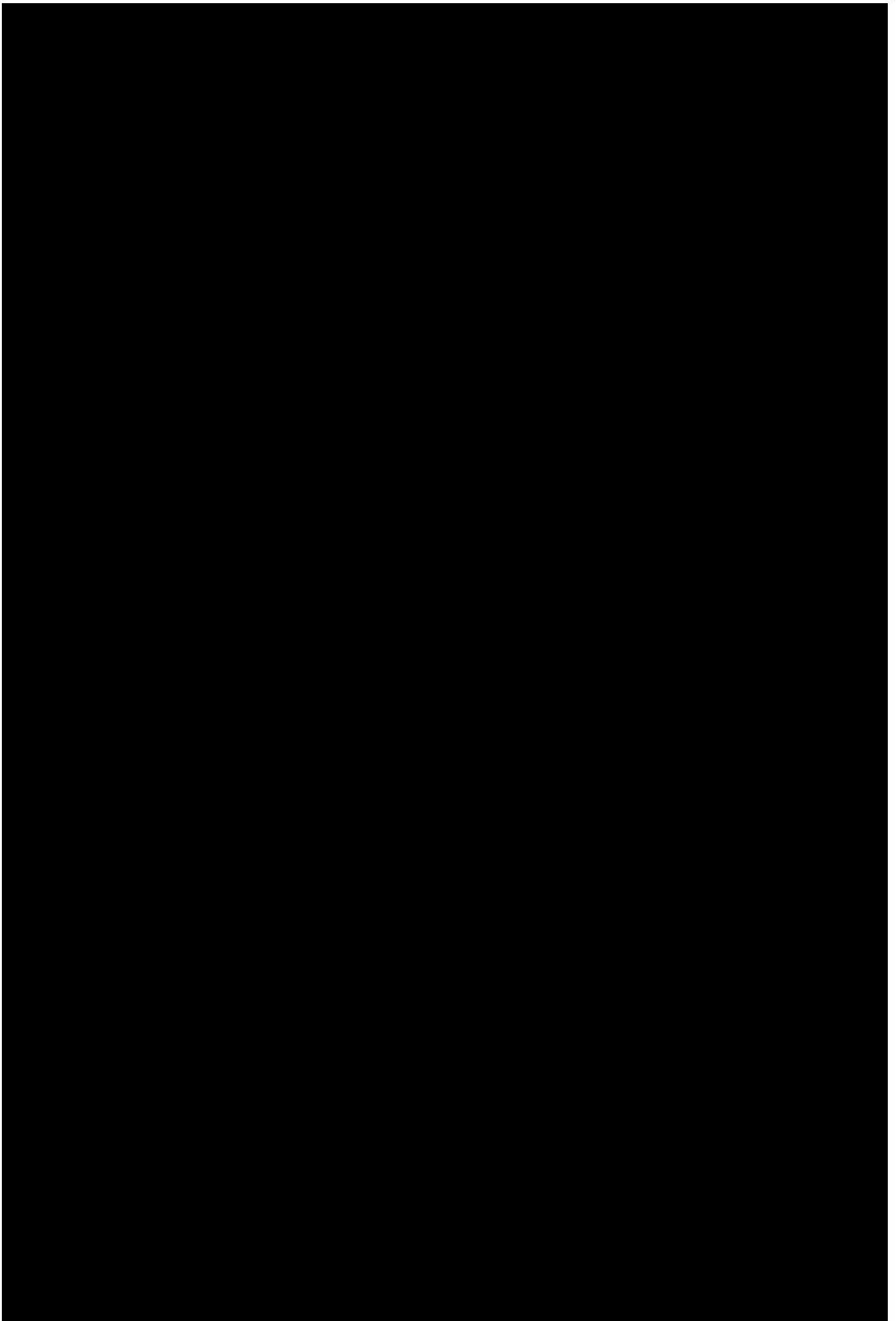






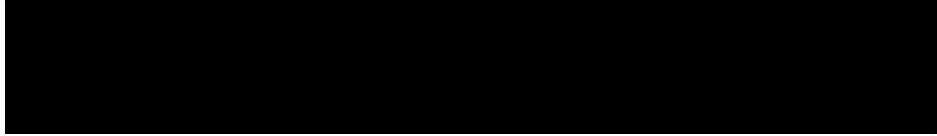




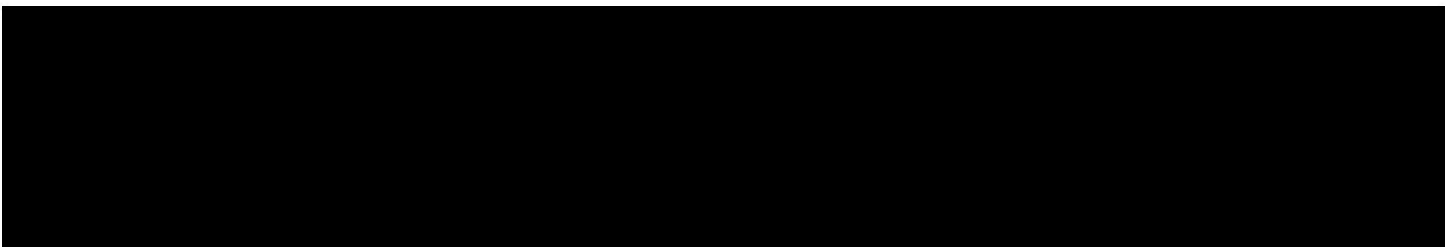




Attachment 4



STANDARD TERMS AND CONDITIONS  
OF BUSINESS FOR AIRCRAFT  
MAINTENANCE SERVICES (STCB)



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1. Interpretation

1.1 In these standard terms and conditions of business for aircraft maintenance services (the “STCB”) (unless otherwise specified):



“Aircraft” means any and all aircraft, including its components, parts and engines, whether or not installed on the airframe, in respect of which Services are to be, are being, or have been, performed;

“Approved Data” means the applicable maintenance data, as defined in EASA Part 145 clause 145.A.45 (b), or as the case may be by other EASA regulation, related to continued airworthiness and maintenance of Aircraft;

“Aviation Authority” means, as applicable, the State Agency or Service nominated by the [redacted] [redacted] jurisdiction over the performance of Services provided;

“Business Day” has the meaning ascribed thereto in the relevant GTA;

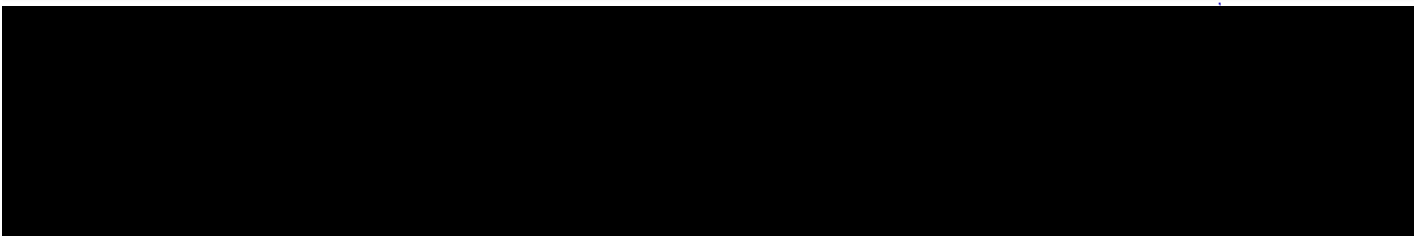
“MCM” means the then current maintenance control manual of [redacted]

“CDL” means Configuration Deviation List, which forms a part of the Aircraft Flight Manual;

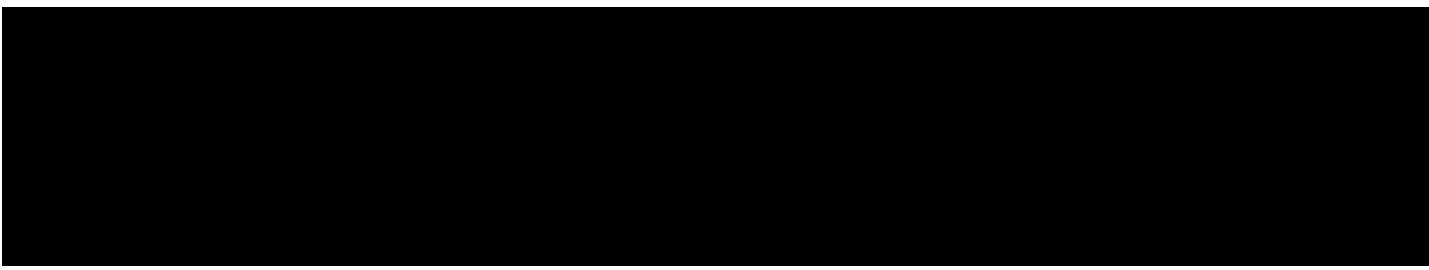
“Certificate of Release to Service” means the certificate of release to service signed by the Service Provider confirming, unless otherwise specified, that the Services listed therein have been carried out in conformity with the applicable requirements (e.g. EASA Part-145 requirements) by appropriate authorised personnel of the maintenance organisation and in accordance with the applicable maintenance organisation exposition, and that the Aircraft or component has been released to service;

“Commitment Letter” has the meaning ascribed thereto in clause 18.5

“Conformity Certificate” means certificate of consumable and/or expendable materials to certain production standard;



<u>“Default”</u>	“Default” means the failure to pay an Invoice by [REDACTED] within the terms of this agreement.
<u>“Deferred Items List”</u>	means the list of work requested in a Purchase Order that the Service Provider and [REDACTED] have agreed to defer in accordance with Clause 11 hereof;
<u>“Delivery Receipt”</u>	means a delivery receipt for an Aircraft, substantially in the form set out at Schedule 1 hereto;
<u>“Dirty Fingerprint”</u>	means the original Task Card, accompanied by the original Individual Job Instruction, or referencing the Approved Data completed and signed off by the personnel that has accomplished and/or certified the task accomplishment. Dirty Fingerprint is the document that evidences the accomplishment of individual tasks;
<u>“Duration”</u>	means the planned duration for completion of the specified Services set out in the Purchase Order, as amended from time to time by agreement between [REDACTED] and the Service Provider;
<u>“EASA”</u>	means the European Aviation Safety Agency or any other organisation or authority that, under the laws of the European Union, shall from time to time have jurisdiction over, amongst other things, aircraft airworthiness and safety standards for the European Union;
<u>“Excluded Taxes”</u>	means (a) taxes on, based upon or measured by gross or net income or gross or net receipts (including any capital gains taxes), or that are franchise taxes, taxes on doing business or taxes on, based on or measured by capital or net worth of the Service Provider, its subsidiaries or their employees, (b) taxes caused by the wilful misconduct or gross negligence of the Service Provider, its subsidiaries or their employees, (c) tax, interest, penalties, fines or additions to tax resulting from the gross negligence or wilful misconduct of the Service Provider, its subsidiaries or their employees in connection with the filing of, or failure to file, any tax return, or the payment of, or failure to pay any tax by the Service Provider, (d) taxes imposed on the Service Provider with respect to any period (or portion thereof) commencing, or event, act, circumstance, situation or condition existing or occurring (i) prior to the commencement of the term of the GTA or Purchase Order whichever is earlier; or (ii) after the expiry of the term of the GTA or Purchase Order and unrelated to



██████████ dealings with the Service Provider as contemplated by any GTA or Purchase Order or to the transactions contemplated by these STCB, (e) taxes imposed on the Service Provider, its subsidiaries or their employees unrelated to the GTA, (f) taxes imposed as a result of the Service Provider breaching its obligations under Clause 19.6 or (g) taxes to the extent such taxes would not have been imposed but for the Service Provider subcontracting, assigning or otherwise transferring its obligations under any GTA or Purchase Order;

“Fixed Charge” means a predetermined price for a Service, as set out in the relevant GTA;

“Flight Cycle” means one take-off and landing of an Aircraft or, in respect of any engine or part, the Aircraft on which such engine or part is installed at the relevant time, and for this purpose “take-off and landing” shall include “touch and go” take-offs and landings;

“Flight Hour” means each hour or fraction of an hour elapsing from the moment at which the wheels of an Aircraft or, in the case of any part or engine, the Aircraft on which such part or engine is installed at the relevant time, leave the ground on the take-off of such Aircraft until the wheels of such Aircraft touch the ground on the landing of such Aircraft following such take-off;

“Force Majeure” means any cause preventing either party from performing any or all of its obligations under these STCB arising from or attributable to *EITHER* acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm *OR* war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom, but nothing else;

“Government Entity” means and includes (a) any national government, political sub-division thereof, or local jurisdiction therein, (b) any board, commission, department, division, organ, instrumentality, court or agency of any entity referred to in (a) above, however constituted, and (c) any association, organisation or institution (international or otherwise) of which any entity

mentioned in (a) or (b) above is a member or to whose jurisdiction any thereof is subject or in whose activities any thereof is a participant;

“GTA”

means a general terms agreement entered into or to be entered into between [REDACTED] and a Service Provider setting out the terms on which the Service Provider will provide Services to [REDACTED] and incorporating by reference, on the terms and conditions set out therein, the provisions of these STCB;

“Individual Job Instruction”

means the full and complete list of instructions required to perform a certain maintenance task, prepared by [REDACTED] based on Approved Data. In the case of routine maintenance task Individual Job Instructions are named as Maintenance Job Card, in the case of non-routine tasks – Maintenance Job Order;

“Joint Procedure Manual”

means a manual agreed between the Service Provider and [REDACTED] setting out, amongst other things, the practical procedures and sharing of responsibility relating to the day to day management of provision of Services;

“MEL”

means the then current [REDACTED] minimum equipment list, which is used by [REDACTED] in the course of Aircraft operations;

“MME”

means the then current maintenance manual exposition or similar document of the Service Provider;

“MPD”

means the manufacturer planning document in effect at the date of the redelivery of the Aircraft to [REDACTED]

“Not Covered Work”

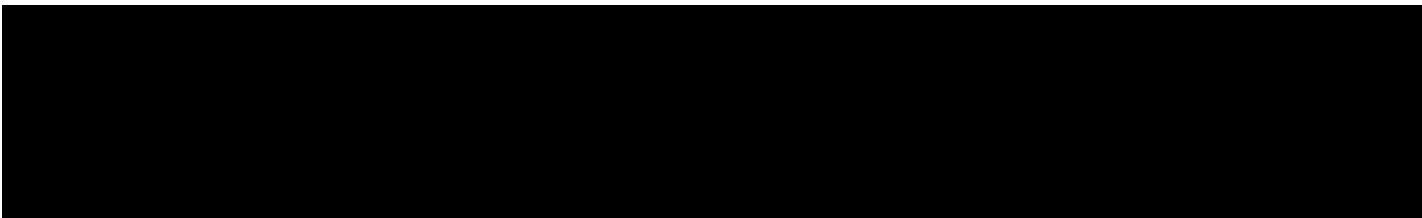
means work not covered in a Purchase Order which the Service Provider may perform on the Aircraft at [REDACTED] request;

“Performance Schedule”

means the schedule of Services performance established in the form of a Gantt chart, detailed on the individual Task Card;

“Purchase Order”

means any and each purchase order entered into by [REDACTED] and a Service Provider pursuant to a GTA in a form of Attachment 1 to the GTA, whereby the Service Provider agrees to provide certain specified Services to [REDACTED] and [REDACTED] agrees to receive such Services. The Purchase Order specifies the obligation of Service Provider to provide [REDACTED] Services stipulated therein and the obligation of [REDACTED] to pay the prices



	specified therein under the conditions of GTA;
“ <u>Purchase Order Amendment</u> ”	means an amendment to a Purchase Order in a form of Attachment 1-1 to the GTA;
“ <u>Redelivery Inspection</u> ”	has the meaning given thereto in Clause 18.3;
“ <u>Redelivery Receipt</u> ”	means a redelivery receipt for an Aircraft, substantially in the form set out at Schedule 2 hereto;
“ <u>Services</u> ”	means the services to be provided by a Service Provider pursuant to a GTA;
“ <u>Services Provider</u> ”	means a service provider with whom Aeroflot has entered into a GTA;
“ <u>Service Provider’s Facility</u> ”	means the Service Provider’s facility, as more particularly described in the relevant GTA;
“STC”	means Supplemental Type Certificate (STC) – document that is issued by the aviation Authority to approve an aircraft or engine modification;
“ <u>Task Card</u> ”	means the document that briefly lists the work that has to be performed with the reference to Approved Data and/or the Individual Job Instructions, which Task Card shall contain two main fields (the left field briefly listing and describing the work that has to be performed and the right field being designated for the report of performed work) as well as additional information such as ATA chapter, Task Card reference, creation date deadline/performed date, list of required spares/materials/tools, etc;
“ <u>Taxes</u> ”	means any taxes including value added tax (“ <u>VAT</u> ”), sales, use, excise, turnover, goods and services, import duties, export duties, customs duties or fees or other similar taxes and charges of a tax nature imposed on Aeroflot or the Service Provider by any Government Entity in connection with the transactions contemplated by any GTA or Purchase Order, and “ <u>Tax</u> ” shall be construed accordingly;
“ <u>Technical Documents</u> ”	means, in respect of an Aircraft, the documents, data, aircraft manuals and technical records relating to such Aircraft and all additions, renewals, revisions and replacements from time to time made thereto;
“ <u>Time and Material</u> ”	means a price for a Service based on time and material, as, and at the rates, set out in the relevant GTA;

“Transport Claim” has the meaning ascribed thereto in clause 4.5;

“Warranted Period” means legally binding assurance that a service is free from defective material and workmanship. A warranty describes the conditions under, and period during (in this case [REDACTED] which the Service Provider will repair, replace, or other compensate for, the defective item without cost to the [REDACTED]

“Work Package” means the complete set of Task Cards, accompanied by the Individual Job Instructions or Part 21 Approved Data and supplementary information such as Work package Highlight, list of access panels and doors to be opened during the check, the form of Deferred Items List; and

“Work package Highlight” means the list of all tasks to be performed.

1.2 In these STCB (unless otherwise specified):

- (a) any reference to a clause or schedule is to a clause or schedule of or to these STCB and a reference to a paragraph is to a paragraph of the schedule in which it appears;
- (b) any reference to a person includes any individual, firm, partnership, company, corporation, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality);
- (c) any reference to a person includes that person’s successors or permitted assigns;
- (d) any reference to an individual includes his or her estate and personal representatives;
- (e) any reference to time and date is to UTC time and date;
- (f) use of the singular includes the plural and vice versa;
- (g) use of any gender includes the other genders; and
- (h) any reference to “including” means “including, without limitation”.

1.3 The headings in these STCB do not affect their interpretation.

1.4 The schedules form part of these STCB.

## 2. Scope of Work

2.1 The Service Provider shall, at least 30 days before the day on which the Services will be performed and at all times thereafter during the lifetime of the GTA, be certified in accordance



with the EASA Part 145 requirements and approved by the Aviation Authority. Such certification and approval shall be sufficiently wide in scope and coverage to permit the provision of the Services by the Service Provider. In case of EASA Part 145 Certificate's absence, Service Provider should subcontract to approved by [REDACTED] organization for such kind of services (e.g. painting).

- 2.2 The general scope of Services which the Service Provider shall provide to [REDACTED] is set out in the GTA.
- 2.3 The Services to be provided to [REDACTED] on any particular Aircraft at any particular time shall be specified in the relevant Purchase Order. Such Purchase Order shall be completed fully (including details of the aircraft registration, the Services to be provided, the price and the date for commencement of the performance of the Services).
- 2.4 From time to time, and only when requested by [REDACTED] the Service Provider may perform services which are determined to be EASA Part 21 design organisation activities. Such services can include, but are not limited to, definition and certification of structural repairs which are beyond the scope of the original equipment manufacturer limits as well as definition, development and certification of aircraft modifications. As soon as it becomes apparent to the Service Provider that services of this nature are required, it shall immediately notify Aeroflot about the nature of these proposed services, including all available technical details, the estimated manpower and material cost associated with performance of these services and the effect of performance of these services on the Duration. [REDACTED] may, at its option, agree to the performance of these services by issuing a Purchase Order in respect thereof at which time such services shall become Services.
- 2.5 From time to time and only when requested by [REDACTED] the Service Provider may perform services associated with parts manufacturing in accordance with EASA Part 145. As soon as it becomes apparent to the Service Provider that services of this nature are required, it shall immediately notify [REDACTED] about the nature of these proposed services, including all available technical details, the estimated manpower and material cost associated with performance of these services and the effect of performance of these services on the Duration. [REDACTED] may, at its option, agree to the performance of these services by issuing a Purchase Order in respect thereof, at which time such services shall become Services.
- 2.6 The Services shall be performed in accordance with (a) the Service Provider's working methods and procedures defined in the MME, (b) the Work Package provided by [REDACTED] Approved Data, in accordance with EASA Part 145.A.50(e); (d) the current requirements of the Aviation Authority as may be applicable; and (e) the requirements of these STCB, the GTA and, if in existence between the Service Provider and [REDACTED] at the time of the performance of the Services, the Joint Procedure Manual or similar document.

### 3. Delivery of Aircraft

- 3.1 [REDACTED] shall deliver the Aircraft to the airport where the Service Provider's Facility is located on the date set out therefore in the relevant Purchase Order. In the event that [REDACTED] cannot meet the agreed delivery date stated in the Purchase Order, Service Provider has the right to move the delivery date and keep slot by [REDACTED] request if this slot is still available. [REDACTED] is authorized to apply for a new delivery date only one week before the delivery date stated in the Purchase Order and the Service Provider will reschedule the delivery date on a free date. If

██████████ will not apply for a new deliver date and will deliver the Aircraft on the delivery date stated in the Purchase Order, is the Service Provider authorized to demand and invoice ██████████ all provable coherent costs connected with the cancellation of the delivery date.

- 3.2 ██████████ and the Service Provider shall sign a Delivery Receipt in respect of the Aircraft. All risk of loss or damage to the Aircraft will be covered by ██████████ insurance set forth in Clause 9 hereunder.
- 3.3 Responsibility for towing the Aircraft from its parking position to the Service Provider's Facility and returning it to the parking position following completion of the Services shall rest with the Service Provider.

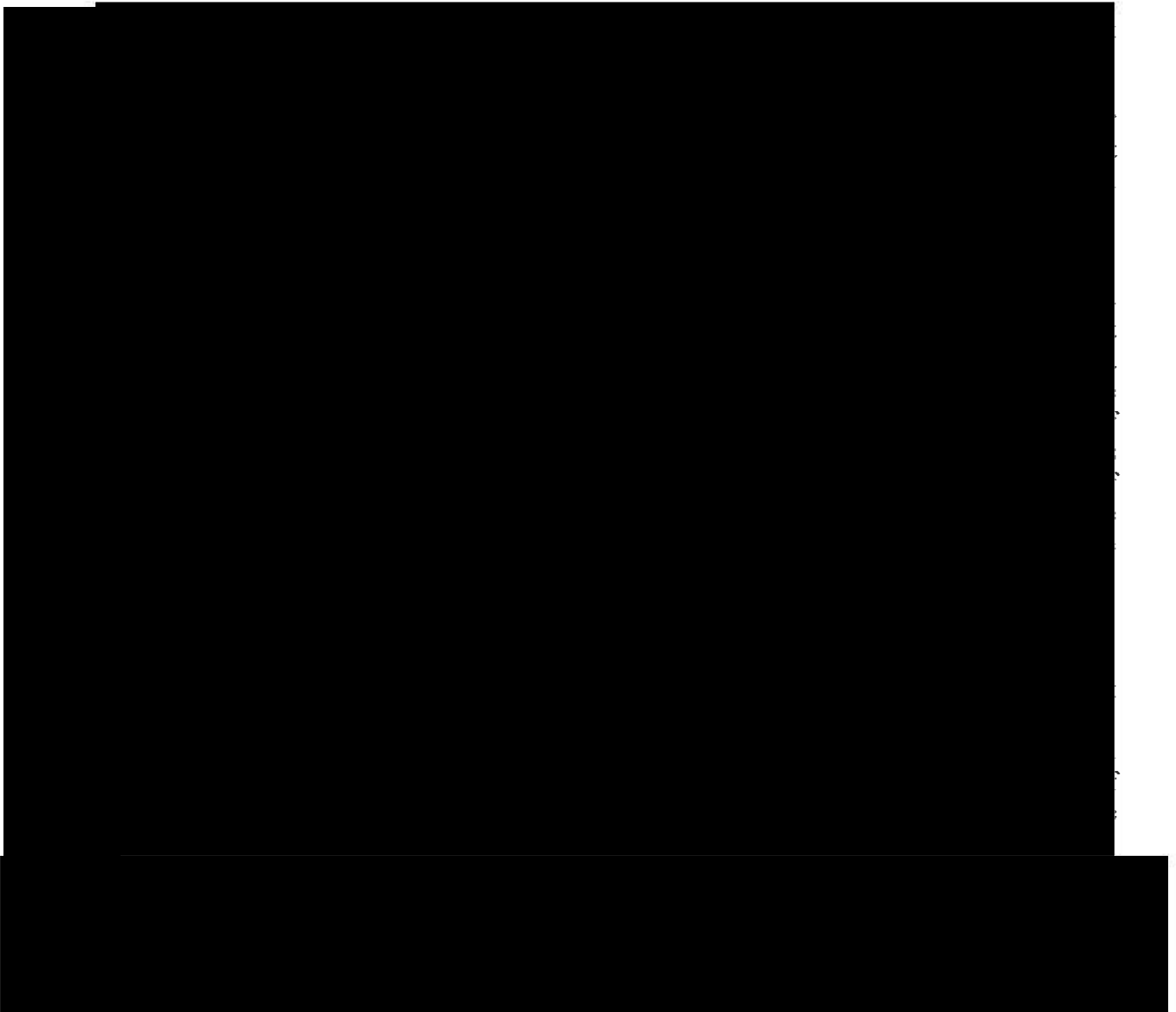
#### 4. Transportation

- 4.1 Each party undertakes that any part, component, material or equipment sent to one party for the purposes of a GTA shall be packed in accordance with the manufacturer's and all applicable recommendations and regulations and ATA 300 specifications. The parties undertake to maintain the packing containers or frames in good and reusable condition before use.
- 4.2 The party in charge of transportation shall be responsible for the proper packing and shall comply with all applicable laws related to hazardous materials.
- 4.3 Except when specifically agreed to the contrary in writing, ██████████ shall be responsible for the supply and transportation of all Aircraft, components, and other parts, materials or equipment on which Services are to be performed, as well as any such items to be supplied by ██████████ or to be returned to the Service Provider covered by the GTA, and shall deliver them DDU (referring to Incoterms 2000) to the location of the Service Provider's Facility at ██████████ cost.
- 4.4 After completion of Services, Aircraft, components and other parts, materials or equipment will be put at the disposal of ██████████ for collection FCA (referring to Incoterms 2000) at the location of the Service Provider's Facility. Without prejudice to FCA principles, the Service Provider may arrange transport for ██████████
- 4.5 In respect of transport liability for goods and materials required for the performance of the Services: (i) where these are purchased or leased by ██████████ from a person other than the Service Provider, ██████████ shall be responsible for all claims brought against a transportation agent for transport of any of its property to and from a delivery point (a "Transport Claim") and the Service Provider will supply to ██████████ any document which shall assist ██████████ with the proper filing and administration of such Transport Claim; and (ii) where these are purchased or leased by the Service Provider, the Service Provider shall be responsible for all Transport Claims.
- 4.6 Notwithstanding any other provision hereof, transportation expenses and responsibilities for the Aircraft both to and from the Service Provider's Facility for warranty work (in accordance with Clause 14 hereof) or otherwise resulting from defective performance of the Services shall be handled according to Clause 14 hereunder.
- 4.7 Transportation expenses and costs excluding engines and engine-related components (including customs clearance fees, taxes and duties) and responsibilities for components/materials are as follows:

- (a) transportation of components from [REDACTED] base to the Service Provider's Facility shall be at [REDACTED] expense and [REDACTED] responsibility;
- (b) transportation of components from the Service Provider to [REDACTED] base shall be at [REDACTED] expense and [REDACTED] responsibility;
- (c) transportation of parts and material both to and from the Service Provider's Facility for warranty work (in accordance with Clause 14 hereof) or otherwise resulting from defective performance of the Services to Aeroflot's base shall be at the Service Provider's expense and the Service Provider's responsibility; and
- (d) all customs clearance, brokerage charges, export and import fees arising with regard to parts and materials provided by one Party and/or its subcontractors shall be handled and paid for by the providing Party. The parties shall cooperate with each other to provide and prepare all reasonably required documentation and information for such customs formalities. All customs formalities in Russia shall be at [REDACTED] expense and [REDACTED] responsibility, provided that the Service Provider shall receive [REDACTED] prior written consent before shipping.

4.8 The parties shall, where possible, transport parts and material to be returned to the Service Provider's Facility or to [REDACTED] base on board flights operated by either party, at no cost to the other party.

#### 5. Duration and Delay

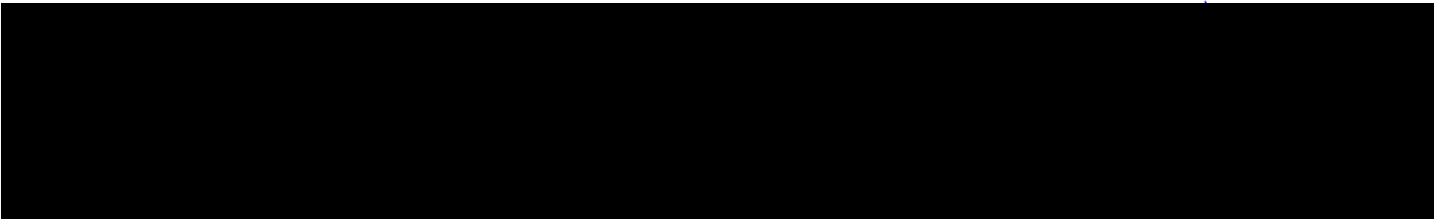




## 6. Access to the Service Provider's Facilities

Representatives of [REDACTED] shall be granted access to the Service Provider's Facilities for the entire duration of the performance of all Services on the Aircraft at the Service Provider's Facility. Such access shall, if possible, also include car passes for [REDACTED] representatives' cars. The Service Provider shall use its best endeavours to procure similar rights of access to the facilities of its principal suppliers and subcontractors. For the entire duration of the performance of the Services, the Service Provider shall provide [REDACTED] on a free-of-charge basis, with adequate dedicated office space in close proximity to the Aircraft, equipped with a sufficient amount of office furniture including internet connections, international telephones, fax machines, printers and scanners. All communication costs, excluding any international phone calls, shall be borne by the Service Provider.

## 7. Technical Documents

- 7.1 [REDACTED] shall provide to the Service Provider the Work Package and Approved Data relating to the relevant Aircraft and relevant to the Services which are to be performed [REDACTED] days prior to Aircraft delivery. Aeroflot shall be solely responsible for the preparation of the Individual Job Instructions and ensuring they comply with the up-to-date Approved Data.
- 7.2 The Service Provider will evidence the completion of each task with sign off of the relevant Dirty Fingerprint (including completion of the right field of the Task Card and the provision of other details of the performed work, such as but not limited to the identity of certifying/support staff, date of accomplishment and list of parts removed and installed). Each Dirty Fingerprint shall be accompanied by the original certificates for each Rotable, and copies of certificates for consumables, expendables and/or material used during accomplishment of the work subject to Dirty Fingerprint. For consumable and expendable parts or materials without a serialized number Service Provider will issue Release form Stock form with references either EASA Form 1 for batch or Conformity Certificate.
- 7.3 [REDACTED] shall retain all of its rights to the Technical Documents during performance of any Services and the Service Provider shall not, without the prior written consent of Aeroflot, disclose those Technical Documents to any third party, either in whole or in part, nor use them for purposes other than those for which they were provided. The Service Provider shall at all times retain all of its rights to any Supplemental Type Certificates (STCs) and to the intellectual property and know-how contained in the Services, products and processes and
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maintenance documents, including the details of any repair processes developed by the Service Provider under its EASA Part 21J approval. The disclosure of any such know-how and other confidential information in connection with this agreement by the Service Provider, including when such disclosure is made in the maintenance documents or in the fulfilment of a contractual obligation hereunder, shall not be construed as a grant or transfer of rights to Service Provider's know-how or other confidential information, except that [REDACTED] shall be entitled to use such know-how and other information as required for the operation and further maintenance of the respective Aircraft. Aeroflot shall maintain the confidentiality of such know-how and only disclose this information to third parties, including any lessor or third maintenance provider, after written consent of the Service Provider and if required for the operation and further maintenance of the respective Aircraft and after having ensured that such third party will maintain the confidentiality of this information and use it only as agreed herein.

7.4 The Service Provider or their nominated approved EASA 145 MRO provider shall, after successful completion of the specified Services and upon Redelivery of the Aircraft, issue or cause to be issued a Certificate of Release to Service as required by EASA Part 145 clause 145.A.50, update the contents of the Work Package (as detailed in the document schedule attached to the Purchase Order) to reflect performance of such Services, and return all Technical Documents to [REDACTED] at Redelivery or date specified in the Purchase Order of the relevant Aircraft, engine(s) or part(s), as listed in the documentation schedule to the Purchase Order.

7.5 At the time of the issuance of a Certificate of Release to Service by the Service Provider upon and following Redelivery of the Aircraft, the Service Provider shall provide [REDACTED] with the documentation as set forth in the documentation schedule attached to the Purchase Order.

#### 8. Disputes over payments and invoicing

8.1. In the case of bank wire transfer payment and where the whole or part of the invoiced amount is disputed (including in the event that the quality, standard or competency of work provided by the Service Provider is questioned by [REDACTED] and the disputed amount is agreed by the Service Provider), [REDACTED] shall (i) notify the Service Provider of the dispute; and (ii) make payment of any part of the invoiced amount not disputed in accordance with Clause 4.3 of the GTA. In respect of the disputed amount, the Parties shall enter into good faith discussions with a view to agreeing a course of action, including, if applicable, remedial work to be performed, and/or a reduction in or credit note against the invoiced amount, and shall use all reasonable efforts to settle the dispute within 60 (sixty) days of the invoice issue date. Any adjustment payments shall be made within 15 days of such settlement.

8.2. If any Service performed by the Service Provider has been performed on a Time and Material basis, the invoice for this Service shall include a detailed breakdown of manpower and/or material used in order to calculate the invoiced amount. Service Provider is obligated to provide the detailed breakdown together with invoice, issued in accordance with item 4.3 of the GTA.

#### 9. Insurance

9.1 [REDACTED] shall arrange insurances and provide the Service Provider with certificates evidencing such insurances (prior to the date of the relevant Purchase Order and as soon as practicable following the renewal dates for such certificates) in respect of the following risks: [REDACTED]

- (a) hull all risks in respect of the Aircraft including components, engines and spare parts installed on the Aircraft, including war risks and including a waiver of subrogation in favour of the Service Provider except for the gross negligence or wilful misconduct of the Service Provider; and
- (b) comprehensive airline liability insurances encompassing Aircraft third party, passenger, baggage, cargo, mail and comprehensive general legal liability insurances including the Service Provider and its personnel as additional insured for a combined single limit in the sum of not less than [REDACTED] for any one occurrence or in the aggregate, each in an amount customary for that aircraft type in [REDACTED] fleet. The insurance referred to in Clause 9.1 above shall include coverage whilst the Aircraft, or any part thereof, is in the possession of the Service Provider in connection with this Agreement including whilst under test or transportation, including any assessment flight or ferry flight of the Aircraft.

9.2 Each of the Service Provider and [REDACTED] shall arrange insurances and provide the other party with certificates evidencing such insurances (prior to the date of the relevant Purchase Order and as soon as practicable following the renewal dates for such certificates) in respect of its obligation to indemnify the other party in accordance with Clause 15.

#### 10. Authorisation for Not Covered Work

- 10.1 [REDACTED] may request the performance of Services in addition to those comprised in a Purchase Order by issuing a Purchase Order Amendment in respect thereof. Not Covered Work shall become Services at the time of acceptance by the Service Provider of the Purchase Order Amendment. The Service Provider shall use best endeavours to perform any such Not Covered Work without affecting the Duration.
- 10.2 If the Service Provider believes that any Not Covered Work is necessary, the Service Provider shall immediately notify [REDACTED] about the nature of the proposed Not Covered Work including all available technical details, the estimated manpower and material cost associated with such Not Covered Work and the effect of performance of the Not Covered Work on the Duration. If the Not Covered Work is necessary to maintain the airworthiness of the Aircraft, [REDACTED] shall, and, in all other cases, [REDACTED] may, at its option, agree to the performance of such Not Covered Work by issuing a Purchase Order Amendment in respect thereof, at which time such Not Covered Work shall become Services.

#### 11. Deferred Work

- 11.1 Where the Service Provider is not able to perform any work included in a Purchase Order, including any Not Covered Work that arose during the accomplishment of Services or which is the subject of a Purchase Order Amendment, it shall notify [REDACTED] immediately and request [REDACTED] approval for the deferral of such work.
- 11.2 No work shall be deferred except:
  - (a) in accordance with Approved Data;
  - (b) with the written approval of [REDACTED] with a corresponding reduction in the price to be paid by [REDACTED] for the performance of the requested Services or, if applicable, a reimbursement of the same to [REDACTED]
- 11.3 On approval by [REDACTED] or notice to [REDACTED] (as the case may be), any deferred work shall be entered into the Deferred Items List of the Work Package. Performance of the specified

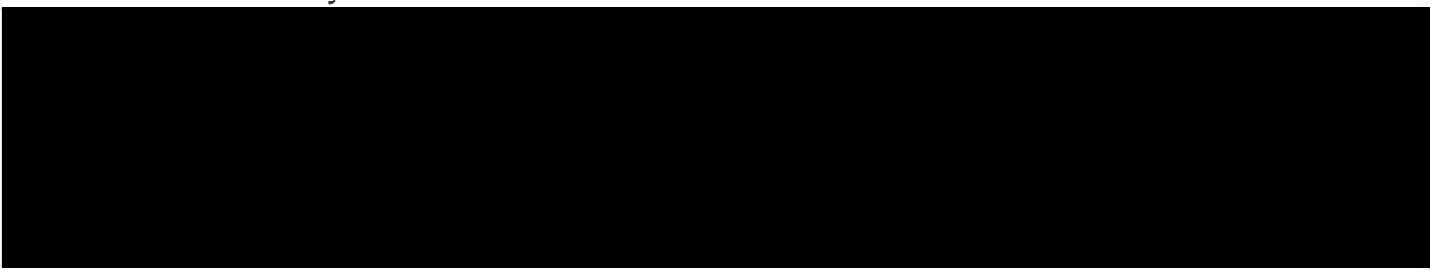
Services shall not be considered complete nor the Certificate of Release to Service issued by the Service Provider until the Deferred Items List is so approved and completed, such approval or completion shall not be unreasonably delayed or withheld.

- 11.4 [REDACTED] is responsible to the competent authority for ensuring that:
- (a) all maintenance tasks/defects are completed/rectified in a timely manner to ensure continued airworthiness; and
  - (b) deferred tasks due to operational or technical reasons are performed in accordance with Approved Data and recorded in accordance with [REDACTED] approved MEL/CDL and/or MCM.
- 11.5 The Service Provider shall address information to [REDACTED] concerning the use of the MEL in case of a defect that cannot be rectified in the line station.

## 12. Subcontracting

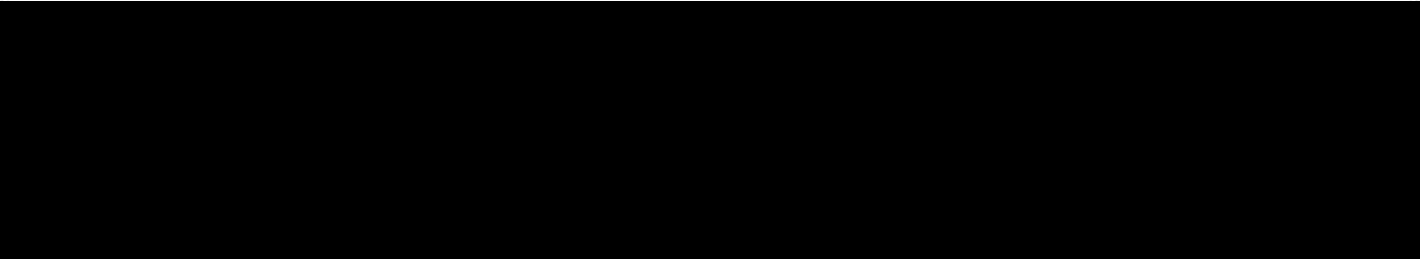
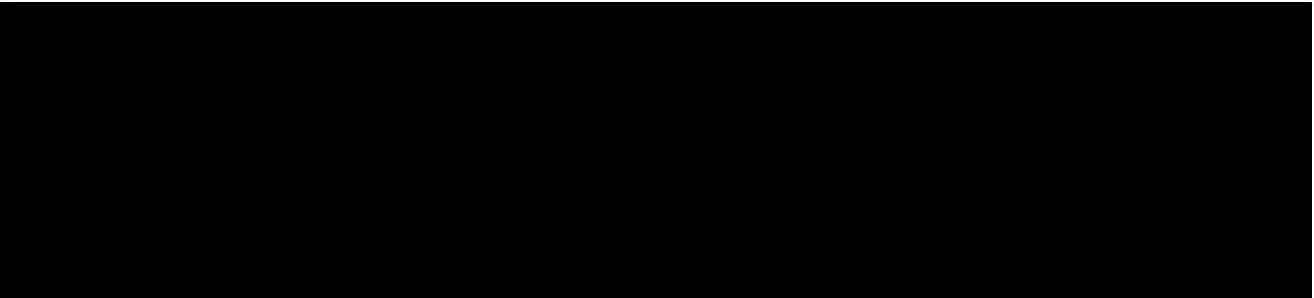
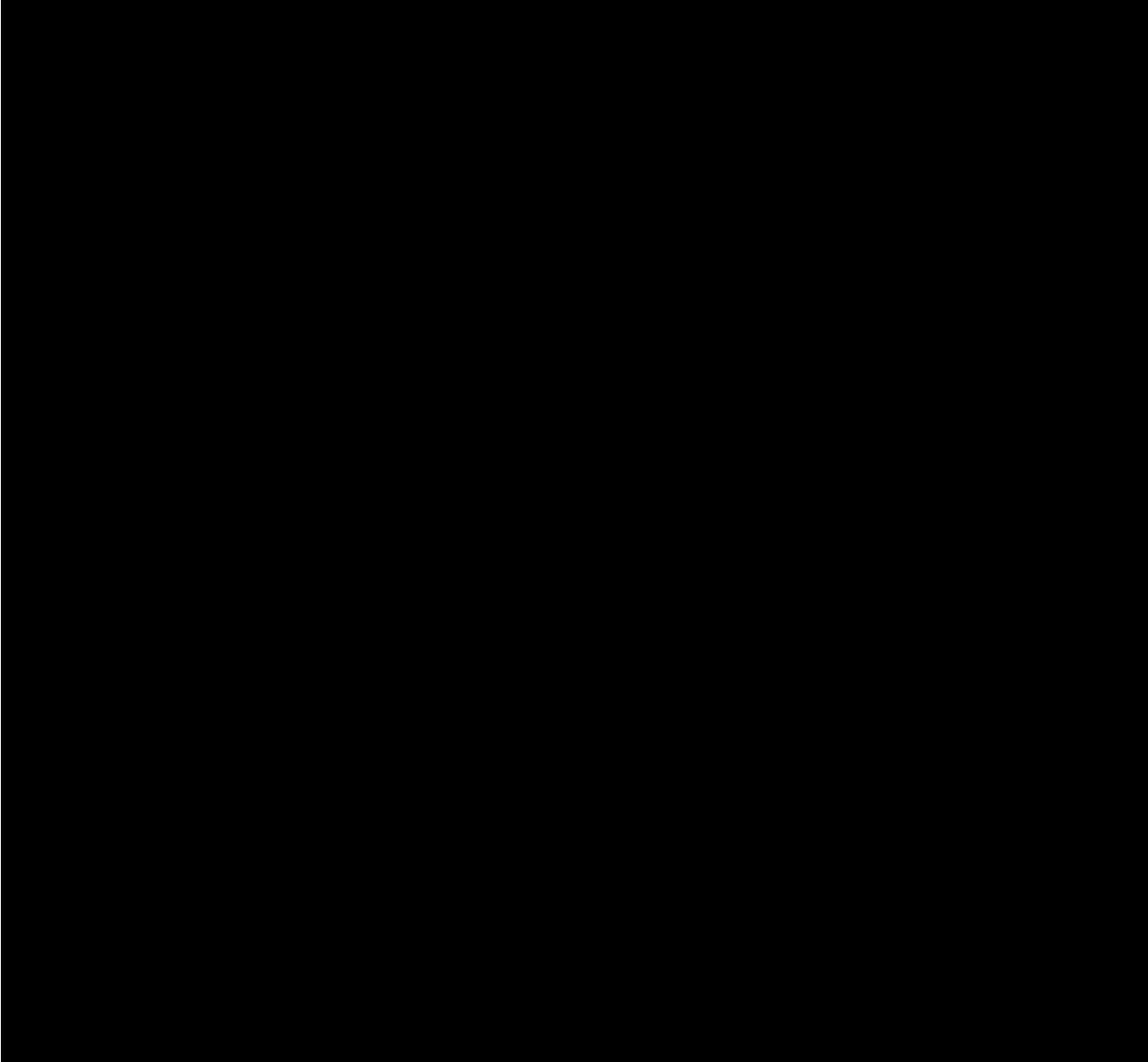
- 12.1 The Service Provider may subcontract any of the Services agreed upon in any Purchase Order, if such Services cannot be performed by the Service Provider within the agreed lead time, to another service provider who is certified in accordance with the EASA Part 21 and/or EASA Part 145 requirements and listed in Service Provider's approved supplier list provided that:
- (a) the Service Provider shall be responsible for the Services performed by its subcontractors, as set out in Clause 14;
  - (b) in the event that any subcontractor is certified in accordance with EASA Part 145, approved by the Aviation Authority and Aeroflot is satisfied that the subcontractor fulfils the quality controls set out in Clause 16, all work performed by such subcontractor shall be certified by the subcontractor; and
  - (c) in the event that any subcontractor does not fulfil the requirements of Clause (b), all work performed by such subcontractor shall be certified by the Service Provider's own EASA Part 145 and Aviation Authority authorisation.

## 13. Force Majeure

- 13.1 If either party is prevented or delayed in performing any of its obligations under a GTA by Force Majeure, that party shall forthwith give notice in writing to the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay and to Clause 13.3, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations hereunder.
- 13.2 If either party is prevented, or is reasonably expected to be prevented, from performing its obligations for a continuous period in excess of three months, the other party may terminate any subsisting Purchase Order by giving notice in writing to the party so prevented, in which case neither party shall have any liability to the other except that (a) rights and liabilities which accrued prior to such termination shall continue to subsist, and (b) payments shall be made for Services already rendered.
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13.3 The party claiming to be prevented from or delayed in, performing, any of its obligations under a GTA by reason of Force Majeure shall take all steps as are necessary to bring the Force Majeure event to a close or to find a solution by which the agreement may be performed despite the continuance of the Force Majeure event.

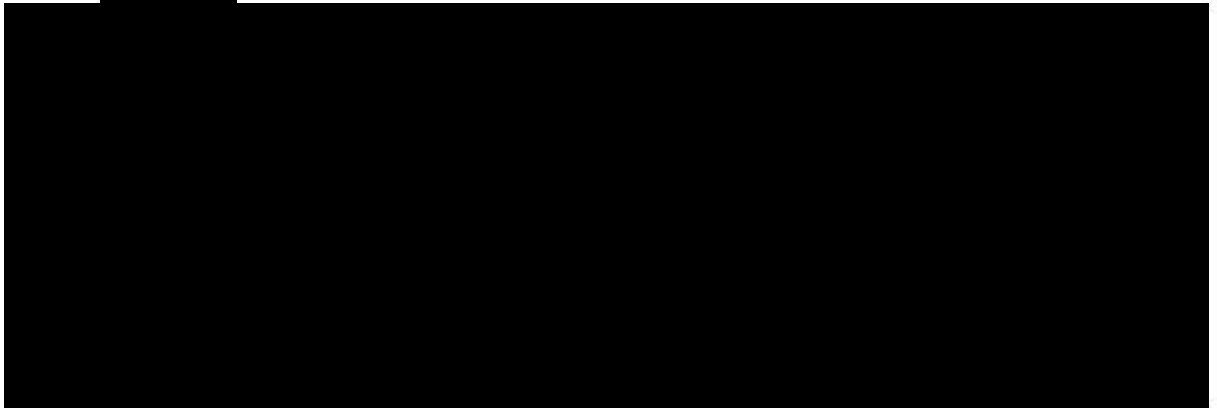
14. Warranty





- (c) the warranty will not operate in circumstances where the Aircraft is not operated, handled or stored by [REDACTED] in accordance with the manufacturer's recommendations or the flight manual or applicable Aviation Authority requirements;
- (d) following Redelivery, [REDACTED] has not subjected the Aircraft to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use;
- (e) the warranty does not include defects which arise as a result of normal wear and tear, lightning strikes damage, foreign and domestic object damage or the need for regular overhaul and temporary repair upon [REDACTED] special request and approved in writing by [REDACTED] representative.

14.4



14.5 To the extent any defects are not covered by the Service Provider's warranty, the Service Provider shall assign to [REDACTED] (to the extent possible) any warranties it receives from manufacturers or suppliers of parts and materials.

14.6 Where the Service Provider carries out Services under a warranty claim, the Service Provider warrants that such Services meet the warranty terms in this Clause 14.

#### 15. Indemnity

15.1 The Service Provider and [REDACTED] will be liable towards each other for damage to or loss of property and for the injury to or death of any person caused by its directors, officers, employees, agents or subcontractors in connection with or as a result of any Services rendered under a GTA in accordance with the provisions [REDACTED] Commercial Code, as amended.

15.2 The Service Provider will indemnify and hold harmless [REDACTED] its directors, officers, employees, agents and subcontractors from and against all claims of third parties related to damage, loss, injury or death caused by the gross negligence or the wilful misconduct of the Service Provider, its directors, officers, employees, agents or subcontractors.

15.3 [REDACTED] will indemnify and hold harmless the Service Provider, its directors, officers, employees, agents and subcontractors from and against all claims of third parties related to damage, loss, injury or death unless such damage, loss, injury or death is caused by the gross negligence or the wilful misconduct of the Service Provider, its directors, officers, employees, agents or subcontractors.

15.4 The liability and indemnification set out above shall include all necessary costs and expenses related thereto but shall not include any incidental, indirect or consequential damages, or any



damages or loss relating to loss of profit, use, business or revenue, or wasted or increased expenditure, diminution of value except otherwise agreed in this contract.

- 15.5 The liability and indemnification set forth in this Clause 15 shall be exclusive and in substitution for any other rights it may have at law or otherwise to claim damages or obtain indemnification.

## 16. Quality Monitoring

- 16.1 In performing the Services hereunder, the Service Provider shall comply with all applicable Aviation Authority airworthiness standards, [REDACTED] quality programme with respect to the Services (provided such [REDACTED] quality programme is made available to the Service Provider 30 days prior to the performance of Service) and other requirements applicable to the Services pursuant to these STCB, the GTA and the relevant Purchase Order.
- 16.2 If requested by [REDACTED] the Service Provider shall make available (including for duplication) to [REDACTED] the Service Provider's documents and records with respect to quality of its Services and provide assistance to [REDACTED] in analysing such documents and records.
- 16.3 If requested by [REDACTED] the Service Provider shall allow [REDACTED] to perform quality audits (quality auditors, lodging/transportation fees and travel allowance at [REDACTED] expense) upon at least ten (10) Business Days' prior written notice.
- 16.4 The Service Provider shall provide to [REDACTED] inspection and quality control functions, at [REDACTED] request.
- 16.5 No later than thirty (30) days following the execution of the relevant GTA, the Service Provider shall prepare and submit to [REDACTED] a copy of the Joint Procedure Manual between the Service Provider and [REDACTED] for approval by [REDACTED]
- 16.6 [REDACTED] is entitled to perform any quality survey, including audits, on the Services performed by the Service Provider, which [REDACTED] is required to perform for the purposes of obtaining and maintaining its PART M approval.
- 16.7 Non-conformities shall be reported to the Service Provider by issuing a "non-compliance audit report". Such audit reports shall be discussed during scheduled quality meetings, and mutually agreed upon and the related corrective actions shall be planned for implementation by the Service Provider.

## 17. Reporting

- 17.1 Prior to the performance of any Services pursuant to a Purchase Order, the Service Provider shall provide [REDACTED] with a Performance Schedule in respect of such Services.
- 17.2 The Performance Schedule should be based on the actual material and manpower resources available to the Service Provider and should reflect the Duration of the Services specified in the Purchase Order. The Performance Schedule should also include sufficient amount of time for the rectification of defects that could be reasonably expected to arise during the performance of the Services.
- 17.3 The Gantt chart should be approved by a production manager or officer with a similar authority of the Service Provider and accepted by [REDACTED]

- 17.4 The Service Provider shall provide to [REDACTED] on a regular basis, but in no case less frequently than daily, a full and detailed report of the work performed.
- 17.5 In case any work is delayed by the Service Provider compared to the Performance Schedule, the Service Provider shall communicate the fact of and the reasons for the delay, the possible effect thereof on the Duration and the date of redelivery, and the recovery plan.
- 17.6 Where the Performance Schedule and reports are provided by the Service Provider by means of web access or e-mail, the number of [REDACTED] users having access to the Performance Schedule and reports shall be limited to 50. Where the Performance Schedule and reports are provided by fax, [REDACTED] shall advise the phone number of a single fax machine.

#### 18. Redelivery of Aircraft

- 18.1 The Service Provider shall redeliver the Aircraft to [REDACTED] at the airport where the Service Provider's Facility is located in accordance with the Services and Duration agreed in the Purchase Order. [REDACTED] shall inspect and accept the Aircraft on the scheduled date of redelivery stated in the Purchase Order or Purchase Order Amendment at the Facility of the Service Provider. If [REDACTED] fails to inspect or accept any Service within the time specified in the Purchase Order or the Purchase Order Amendment, then the Service Provider at its sole discretion may treat it as deemed acceptance and either (i) proceed with the remaining Services (if any) or (ii) to the extent permitted under applicable laws, suspend the remaining Services (if any).
- 18.2 Responsibility for returning the Aircraft from the Service Provider's Facility to its parking position following completion of the Services shall rest with the Service Provider.
- 18.3 Prior to redelivery, [REDACTED] shall be entitled to inspect the Aircraft and all documentation related thereto or to the performance of the Services (a "Redelivery Inspection"). Redelivery inspection shall be conducted right after completion of the work, and written notice to [REDACTED] and [REDACTED] shall submit non-compliance audit report not later than 1(one) working day after such notice. Non-conformities shall be reported to the Service Provider by issuing a "non-compliance audit report". Such audit report shall be discussed between the parties and the related corrective actions shall be planned for implementation by the Service Provider. Following such implementation the Aircraft shall again be tendered for redelivery and Aeroflot shall be entitled to conduct a further Redelivery Inspection.
- 18.4 [REDACTED] and the Service Provider shall sign a Redelivery Receipt in respect of the Aircraft. All risk of loss or damage to the Aircraft shall be borne by [REDACTED] and covered by [REDACTED] insurance under Clause 9. For the avoidance of doubt, until such time as it is satisfied that: (a) no non-conformities exist, (b) the Aircraft is in the condition required by the GTA, and (c) the Services have been performed to the standard required by the GTA, Aeroflot shall not be obligated to execute a Redelivery Receipt in respect of the relevant Aircraft.
- 18.5 In addition to the Redelivery Receipt [REDACTED] and the Service Provider shall sign, if applicable, a commitment letter (a "Commitment Letter") setting out the Deferred Items List, any other discrepancies between the Services specified in the Purchase Order and the Services actually performed and any non-conformities or other points arising out of the Redelivery Inspection, together with a detailed account of (a) the corresponding adjustment in the price to be paid by

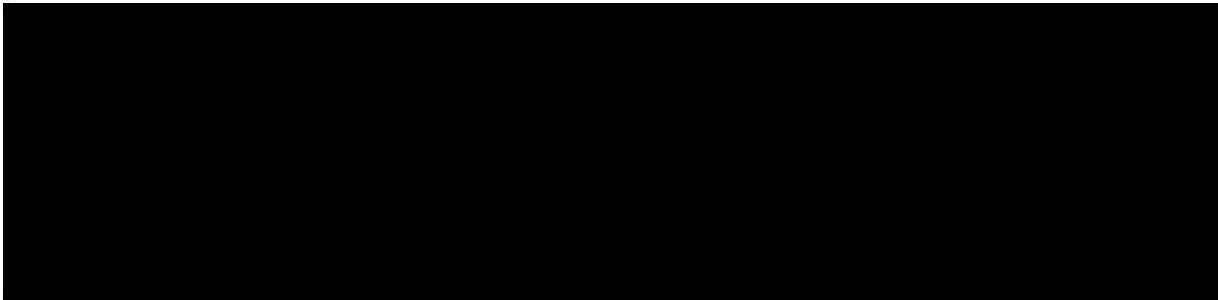
██████████ for the performance of the requested Services or, if applicable, a reimbursement of the same to ██████████ and (b) any additional actions to be taken by the Service Provider.

19. Tax

19.1 ██████████ shall pay and indemnify the Service Provider from all Taxes, other than Excluded Taxes.

19.2 Any amount payable by ██████████ pursuant to Clause 19.1 will be promptly paid by ██████████ to (i) the applicable taxing authority, if permitted by law, or to (ii) the Service Provider after receipt of a written demand therefore from the Service Provider (a “Demand”) accompanied by a written statement describing in reasonable detail the basis for such indemnity and the computation of the amount so payable along with any invoice or other documentation received by the Service Provider from the Government Entity (if any); and if the Demand relates to VAT, a valid VAT invoice; provided however that such amount need not be paid by ██████████ prior to the earlier of (i) the date the Tax is payable to the appropriate Government Entity or taxing authority or (ii) in the case of amounts which are being contested by ██████████ in good faith pursuant to Clause 19.4 below, the date such contest is finally resolved.

19.3

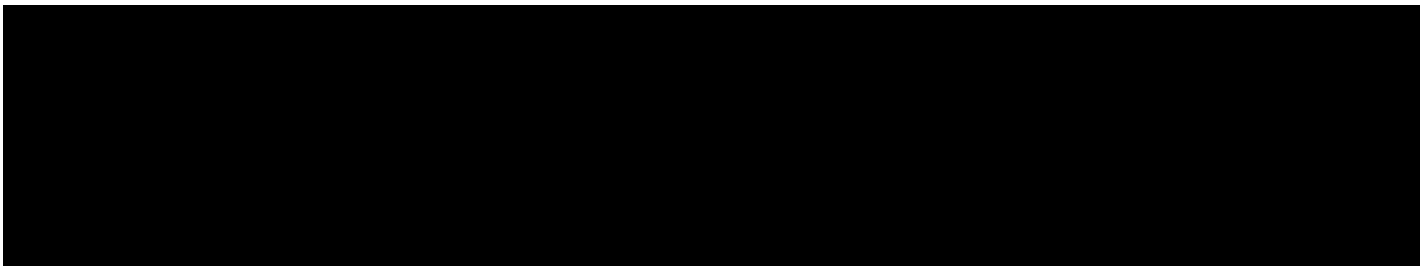


19.4 If a Demand is made against the Service Provider for any Taxes, the Service Provider shall as soon as reasonably possible notify ██████████ in writing and, if requested by ██████████ the Service Provider shall, at ██████████ expense, contest such claim by resisting payment to the extent legally possible and if such Taxes have already been paid, shall use all reasonable efforts to obtain a refund thereof. If all or any part of any such Taxes are refunded, the Service Provider shall repay to ██████████ such amount of the refund as ██████████ shall have paid, together with interest, if any, received by the Service Provider with respect to such amount.

19.5 The Service Provider shall complete by the due date and provide ██████████ with such forms, documentation or certifications as reasonably requested in writing by ██████████ in connection with any filing required to be made by ██████████ or its affiliates with any Government Entity provided ██████████ renders assistance to the Service Provider in this respect and provided further that ██████████ supplies any relevant forms, documentation or certifications ██████████. ██████████ The Service Provider agrees to co-operate with ██████████ expense in minimising or eliminating any Tax payable pursuant to these STCB, any GTA or Purchase Order.

19.6 Prior to the first relevant payment under this Clause 19 in each calendar year, the Service Provider shall supply ██████████ with an apostilled certificate of its tax residence, issued by the relevant tax authority of the state in which the Service Provider is resident for tax purposes.

19.7 All indemnity payments made under these STCB shall be made on an after-Tax basis.



19.8 The rights and obligations of the Service Provider and [REDACTED] under this Clause 19 shall survive the termination of the GTA or Purchase Order.

## 20. Assignment

20.1 Neither party may assign, transfer, charge or deal in any other manner with the relevant GTA or any of its rights or obligations thereunder without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

20.2 . Any assignment made under this Clause 20 shall be made on terms that the assignee acknowledges that the Service Provider may continue to deal exclusively with [REDACTED] in respect of all matters relating to such GTA at all times unless and until the assignee notifies the Service Provider in writing that it is exercising its rights as assignee.

20.3 Nothing in this Clause 20 shall prevent [REDACTED] from assigning the warranties granted in respect of an Aircraft or any engine to the lessor of such Aircraft or engine or any other third party which enters into an agreement to operate such Aircraft or engine.

## 21. No partnership or agency

Nothing in these STCB is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other party for any purpose.

## 22. Further Assurance

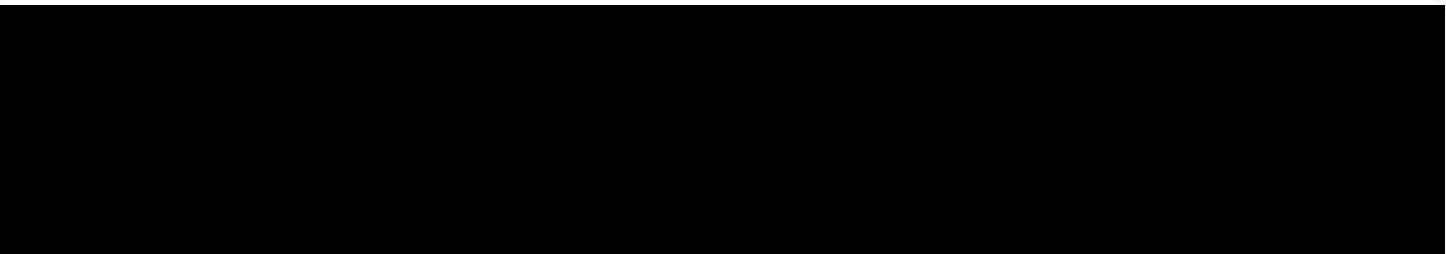
22.1 The parties shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to them in order to give effect to the relevant GTA.

22.2 The parties shall at their own cost and expense use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other deeds and documents as may from time to time be reasonably required for the purposes of giving full effect to the relevant GTA.

## 23. Waivers and Remedies

23.1 Any failure by either party to exercise or any delay by it in exercising any right, power or remedy provided by any GTA (including these STCB) or by law shall not affect or constitute a waiver of the right, power or remedy.

23.2 Any single or partial exercise of any right, power or remedy provided by any GTA (including these STCB) or by law shall not preclude any other or further exercise of the right, power or remedy or any other right, power or remedy.



23.3 The rights, powers and remedies provided by any GTA (including these STCB) are cumulative and (subject as otherwise provided in these STCB) are not exclusive of any rights, powers or remedies provided by law or otherwise.

#### 24. Time of the essence

Time is not of the essence in relation to any obligation under any GTA (including these STCB):

- (a) unless time is expressly stated to be of the essence in relation to that obligation;
- (b) unless one party fails to perform an obligation by the time specified in the relevant GTA and the other party serves a notice on the defaulting party requiring it to perform the obligation by a specified time and stating that time is of the essence in relation to that obligation; or
- (c) except as respects any Duration or payment.

STCB Schedule 1

Delivery Receipt

This is to certify that care, custody and control of the Aircraft and equipment specified below passed from [REDACTED] to Czech Airlines Technics, a.s. (the Service Provider) at \_\_\_\_\_ o'clock (\_\_\_\_ Time) on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in accordance with the terms of [SPECIFY GTA].

(a) Aircraft:

Manufacturer Serial Number:

Registration Number:

(b) Engines:

Manufacturer:

Type:

No. 1 Serial No.:

No. 2 Serial No.:

No. 3 Serial No.:

(c) Fuel on board at the time of delivery: (lbs/gals)

(d) Loose equipment on board:

Czech Airlines Technics, a.s.

By:

Name:

Title:

[REDACTED]

By:

Name:

Title:

[REDACTED]

STCB Schedule 2

Redelivery Receipt

This is to certify that care, custody and control of the Aircraft and equipment specified below passed from Czech Airlines Technics, a.s. (the "Service Provider") to [REDACTED] at \_\_\_\_ o'clock (\_\_\_ Time) on this \_\_\_ day of \_\_\_\_, \_\_\_\_, in accordance with the terms of [SPECIFY GTA].

(a) Aircraft:

Manufacturer Serial Number:

Registration Number:

(b) Engines:

Manufacturer:

Type:

No. 1 Serial No.:

No. 2 Serial No.:

No. 3 Serial No.:

(c) Fuel on board at the time of delivery: (lbs/gals)

(d) Loose equipment on board:

Czech Airlines Technics, a.s.

By:

Name:

Title:

[REDACTED]  
By:

Name:

Title:

[REDACTED]