



MAINTENANCE GENERAL TERMS AGREEMENT

BETWEEN







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MAINTENANCE GENERAL TERMS AGREEMENT

This Agreement is made on the	between:
and	
Whereas is the operator of the	e Airbus A319 Aircraft;
Whereas is provider of the mainter Airbus A319 aircraft;	enance-, overhaul-, repair- and modification-services of the
Whereas wishes to avail such s	services from time to time
Whereas is willing to perform the Agreement.	e services in accordance with the terms and conditions of this
This Agreement will be identified by the	e references MGTA and





1. GENERAL

1.1. DEFINITIONS AND CONDITIONS PREVAILING

Within this Agreement the following definitions will apply, except where the context specifies otherwise:

Additional Work means any work requested by

Work and additional to the included Non Routine Defect Thresholds. Additional Work may include Open Defects and all known damage

for Repairs.

Agreement: This Agreement and its Annexes, Supplementary Agreements, thereto

including any and all subsequent Change Orders hereto made;

Aircraft: The Aircraft as identified by manufacturer's serial number, including

any equipment and Component parts attached to, incorporated,

installed therein or temporarily detached there from.

Airworthiness

Directive: Airworthiness Directives issued by the EASA, FAA,

which specify required inspections, Modifications, or

operations of certain equipment (AD).

Maintenance Data: All data used to perform the Services as stipulated in this Agreement,

which is approved by EASA/ as suitable for the intended

purpose.

Aviation Authority: One or more of the EASA, FAA or another Aviation Authority as the

context requires.

CAA-CZ Civil Aviation Authority (CAA) of Czech Republic as country of

CSAT residence, EASA competent authority; CAA holds the power and authority to regulate maintenance operations of CSAT as PART

145 maintenance organization

means the

registration of the Aircraft, which holds the power, and authority to

regulate the operation and maintenance of the Aircraft.

Change Order: means any written amendment to this Agreement, which is dated,

countersigned by the Parties and consequently attached to this

Agreement.

Component: any self-contained part, combination of parts, sub assemblies or units

(excluding bare engines) that performs a distinctive function necessary to the operation of a system and that is removable and controllable on a unit basis and has a definite potential for reuse through inspection,

and Overhand Densis Madification and additional





Consumables:

means any parts identified by P/N (without S/N) for example bolts, nuts, seals etc. and raw materials such as semi finished products such as metal or plastic sheets or profiles, etc., fluids such as cleaning agents, picking agents, primers, paints, etc., for surface treatment, adhesives, additional materials for welding or plasma jet welding or other materials or additives such as lubricants or fuels that are used for maintenance of Aircraft or Components. They are distinguished from Components or standard Parts in that they can only be used once. They are identified by a standard or other specification (or, in exceptional case, by a partnumber) in the maintenance and operational documents issued for the relevant Aircraft type by the Aircraft design organization.

Defect Rectification: means the rectification of defects found as a result from the

performance of the Routine Work.

Defect Threshold:

means the number of Direct Manhours and amount of Material or Items utilized in the rectification of a finding arising from the performance of the Services that is included in the Fixed Price.

Deferred Tasks:

means work scheduled to be performed during the Heavy Maintenance Visit and has been deferred to a later time.

Delivery:

will deliver the Aircraft to means the act by which for the provision of the Services, normally at 00:00 o' clock local time

at Prague.

Delivery Date:

means the agreed date for Delivery pursuant to the applicable

Supplemental Agreement.

DGAC:

means the Aviation Authority of France.

Direct Manhours:

means the actual work spent on the Aircraft. Manhours produced for quality auditing, production management, planning, purchasing, administration and handling of purchased parts or subcontracted work, storekeeping, inventory and office or office-like works are not considered to be Direct Manhours and are considered as part of the Fixed Price.

Documentation:

means all data, reports, forms and information required by the relevant

Aviation Authorities, including, but not limited to, maintenance manuals, manufacturer's Overhaul manuals, the Approved

Maintenance Program edures and specifications in a prescribed format, content and method (hardcopy or electronically).

Downtime:

means the period between Delivery Date and Redelivery Date and

time inclusive, of the Aircraft.

EASA:

means European Aviation Safety Agency





Engineering

Services:

means the responsibility and authority to provide technical standards. procedures and expert knowledge for safe, reliable and economical operation and maintenance of the Aircraft, Aircraft systems,

Components, engines and equipment.

Expendable:

means those items for which no authorized Repair procedure exists

and for which cost of Repair would normally exceed that of

replacement.

Federal Aviation

Administration:

means the Aviation Authority of the United States of America.

Department of Transport, or any agency succeeding to the power and

authority thereof (FAA).

Federal

Airworthiness

Regulation:

means the most current revision of the FAA regulations, which are

applicable to the performance of the Services.

Heavy Maintenance

Visit:

means the Downtime scheduled for an Aircraft for the purpose of

performing the Services.

Item:

means any level of hardware assembly such as but not limited to

system, subsystem, module, accessory, unit, part, etc..

Life Limited Parts: means the limitation of use of a part in cumulative flighthour,

flightcycles or days as specified by the manufacturer or Aviation

Authorities.

Maintenance

Facility:

means the facilities operated by in Prague for the purpose of

providing the Services or another facility when mutually agreed.

Maintenance Organization

Exposition:

means Maintenance Organization Exposition for the Maintenance

Facility as approved by competent Airworthiness Authority (CAA) in

accordance with Part-145 CSAT Certificate number

Maintenance

Program:

means the current revision of the

authorized by the

program.





Maintenance

Testflight: means a required flight to comply with the maintenance manual or the

as a result of the performance of the Services, or part thereof

Major Repair: Means a repair which if improperly done, might appreciably affect

weight, balance, structure strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness or alternatively, by seeking clarification from the

relevant manufacturer.

Materials Approval

Limit: means the value, per individual item, of material above which

approval from the Fechnical representative is required for

the purchase of such material as specified in annex A.

Modification: means the work required to modify or alter the Aircraft in specified

manner, defined under a unique Aircraft Modification number issued

Non-routine: Means Defect Rectification and Repair tasks resulting from the

workpackage.

Open Defects: defects known by

and added as Additional Work for rectification.

Overhaul: The work necessary to return an item to the highest standard specified

in the relevant manual

Redelivery: means the act by which

completion of the Heavy Maintenance Visit, normally at 24:00 hours.

Redelivery Date: means the agreed date for Redelivery pursuant to the applicable

Supplemental Agreement.

Release to Service: means the issuance of a certificate of Release to Service by

under its Part-145 Approval.

Repair: means the amount of work required to return a component or

construction to a serviceable condition in accordance with the appropriate maintenance manuals or approved instructions.

Repairable: means an item commonly economical to repair, that is capable of

being made serviceable by subjecting it to certain processes and procedures as indicated in the appropriate original manufacturer's

overhaul manuals.

Rotable Item: means an Item that is renewable and inventory- or time-controlled on

a unit basis, usually by serial number, and has a definite potential for

re-use through inspection, Overhaul, Repair or calibration.





Routine Work: means removal, cleaning, inspection, installation, testing and

adjustment of the Aircraft, powerplant or Item by means of taskcards

as specified in agreed workscope.

Services: means all work performed or to be performed by

Subcontractors as a result of this Agreement, unless otherwise stated

in this Agreement.

Service Bulletin: means a document issued by the manufacturer of any Aircraft,

powerplant, Rotable Component or Item, to notify the operator of certain changes, which may be incorporated into the Services.

Supplemental

Agreement: Is the Agreement as set out in annex A specifying the Aircraft

delivered for Services to This Agreement contains the subject

Aircraft, the Delivery Date, the Redelivery Date and the Workpackage, Fixed Price and other financial conditions.

Workpackage: means Routine Work plus Additional Work

Words importing the singular shall include the plural and vice versa where the context so requires. A technical expression used in this Agreement which is not defined, will have the meaning as specified in the latest edition of the technical Airlines Transport Association Common Support Data Dictionary (CSDD).





1.2. SUBJECT OF THE AGREEMENT

- 1.2.1. Subject to the terms and conditions set forth in this Agreement will perform the Services in accordance with the terms and conditions of this Agreement.
- 1.2.2. All Services mentioned in this Agreement shall be performed by Facility in accordance with the agreed Delivery and Redelivery Date.
- 1.2.3. During the term of this Agreement has the right to extend the number of Aircraft to be serviced with other aircraft owned or operated by conditions.

1.3. COMMENCEMENT AND DURATION

- 1.3.1. This Agreement will commence on events that are listed in the any "Supplemental Agreement" have been performed by
- 1.3.2. After expiration of the term of this Agreement, as mentioned in article 1.3.1, can negotiate new terms and conditions. This Agreement will be the basis for the negotiations and the terms and conditions of this Agreement remain valid during the negotiations.
- 1.3.3. Both parties shall have the right to unilaterally terminate this Agreement for convenience as specified in article 4.8.1.

1.4. STANDARDS AND PROCEDURES

- 1.4.1. The Services shall be performed in accordance with manufacturer specifications and procedures.
- 1.4.2. All Services will be carried out in compliance with the current standard of airworthiness as established by EASA and will be inspected by the quality assurance system of both parties.
- 1.4.3. Work not agreed in advance will be performed only after consultation with the local
- 1.4.4. For each Heavy Maintenance Visit has to be performed during the subject Heavy Maintenance Visit. Parties shall discuss the differences with respect to the Routine Work and mutually agree on the manhour differences. The Airbus Maintenance Planning Data manhours shall form the basis for the discussion.
- 1.4.5. During the performance of the Services appropriate care and priority. with the customers.





2. PERFORMANCE

TIME SCHEDULE

2.2. DELIVERY

2.2.1. Aircraft due for Services shall be delivered in accordance with the Delivery dates mentioned in the applicable Supplemental Agreement, unless agreed upon otherwise.





2.2.2.	The complete particular work-package containing the full set of routine and non-routine J/C, SB's, Modification documentation, List of exchanges and Material list for routine works shall be delivered to
2.2.3.	
2.2.4.	
2.2.5.	
2.2.6.	
2.2.7.	
2.3.	DELAYED DELIVERY
2.3.1.	





2.4.	TECHNICAL REPRESENTATIVE
2.4.1.	During each Heavy Maintenance Visit, representatives with the appropriate technical qualifications and authorized to: approve the performance of, and related charges for, unscheduled work, and Defect Rectification greater than the Defect Threshold as specified in Annex E. For work not approved by th Technical representative or department, sign for materials above the Materials Approval Limit as specified in annex E. approve the Exchange- or loan of Rotable Components. approve Deferred Tasks. sign for acceptance at Redelivery of the Aircraft. approve the engine OWS (On Wing Support) services. approve of Repairables.
2.4.2.	technical representative will be at all time entitled to inspect the performance of the Services. During these inspections shall always try to avoid interference of the work.
2.4.3.	Technical representative will be granted full access to all facilities where the work will be performed for 24 hours per day.
2.4.4.	During the Heavy Maintenance Visit with suitable office space and access to the dedicated communication facilities, including telephone (with international access), facsimile, and a personal computer with access to email and internet.
2.4.5.	To prevent a workstop by Technical representative will be available 24 hours per day during the Heavy Maintenance Visit.
2.4.6.	

Authorization will be requested by representative must confirm authorization in writing in due time to avoid delays in work progress.





- 2.5. EXCHANGE OF INFORMATION
- 2.5.1. agree on a schedule of meetings as set out in Annex B to prepare for and execute the provision of the Services.
- 2.5.2.
- 2.6. DOCUMENTATION AND CERTIFICATION
- 2.6.1. Aircraft shall be delivered to with all required Documentation as specified in annex C.
- 2.6.2. All Documentation required for performance of the Services will be Maintenance Data.
- 2.6.3. All Documentation required for performance of the Services will have a valid revision status and effective for the subject Aircraft.
- 2.6.4. with the Documentation as specified in annex C.
- 2.6.5. Upon completion of the Services a Certificate of the Release to Service shall be issued certifying that all work has been accomplished in accordance with the regulations of the applicable Airworthiness Authorities.
- 2.6.6. On all discrepancies for which a Repair is not available in the standard Maintenance Data, such as SRM, AMM and SB's, the Repair will be accompanied by the appropriate certification documents, for instance a FAA 8110-3 form or a EASA Form 1.





2.7.	MATERIALS
2.7.1.	
2.7.2.	
2.7.3.	Replacements of all Consumables and Expendables will be accompanied with the appropriate documentation required by Part-145.
2.7.4.	Replacements for all Components, except of those under paragraph 2.7.3., will be accompanied with the appropriate certification as evidenced by one or more of the following: an airworthiness approval tag (EASA Form 1) an airworthiness approval tag (FAA Form 8130-3) provided by an EASA approved FAR 145 organization.
2.7.5.	
2.7.6.	
2.7.7.	
2.7.8.	





2.8.	ADDITIONAL WORK
2.8.1.	
2.8.2.	prior to the Delivery Date at the latest. In case the amount of manhours required to perform the Additional Work is higher
2.8.3.	
2.8.4.	Upon Delivery of the Aircraft found during the last flights.
2.9.	SUBCONTRACTING
2.9.1.	Subject to the provisions of Part-145.75 and subject to consultation and approval of may subcontract Overhaul or Repairs in case that annot perform the work. The subcontracted Maintenance Facility must be a Part-145 approved organization or an EASA approved FAR-145 organization.
2.9.2.	access to the subcontractor's facilities and to any relevant information concerning the subcontractor, especially the quality monitoring information.
2.9.3.	It is understood that may not subcontract Services to another Maintenance Facility.
2.10.	MAINTENANCE TEST FLIGHTS
2.10,1.	If a Maintenance Testflight is required as a result of performance of the Services, or part thereof. will perform such Maintenance Testflight in accordance with its Maintenance Testflight procedures as set out in its Continuing Airworthiness Management Exposition.
2.10.2.	If the Workpackage requires a testflight the duration of one Maintenance Testflight is included in the downtime as specified in the applicable Supplemental Agreement. The standard duration of a Testflight is 2 hours, unless specified otherwise The subject Maintenance Testflight shall be performed by
2.10.3.	An observer-mechanic of shall attend the Maintenance Testflight, unless otherwise agreed





2.10.4.	
2,11.	REDELIVERY
2.11.1.	The Aircraft shall be redelivered in accordance with the Redelivery Dates mentioned in the applicable Supplemental Agreement.
2.11.2.	Before Redelivery the will perform a customer acceptance inspection of the Services, whereupon the shall sign a Certificate of Acceptance as set out in annex D ("Certificate of Acceptance").
2.11.3.	At Redelivery, after the execution of the Certicate of Acceptance, will issue a Certificate of Release to Service, and will be supported by Documentation as described in annex C.
2.11.4.	The Aircraft will always be redelivered with all aircraft documents required for flight. All maintenance documents will be shipped back to within a month after redelivery, unless mutually agreed upon otherwise.
2.12.	DELAYED REDELIVERY
2.12.1.	
2.12.2.	





3. COMMERCIAL

3.1. INVOICING

3.1.2.

3.2. FIXED PRICES

3.2.1.
3.2.2.
3.2.3.

3.3. VARIABLE PRICES

3.3.1.3.3.2.3.3.3.3.3.4.

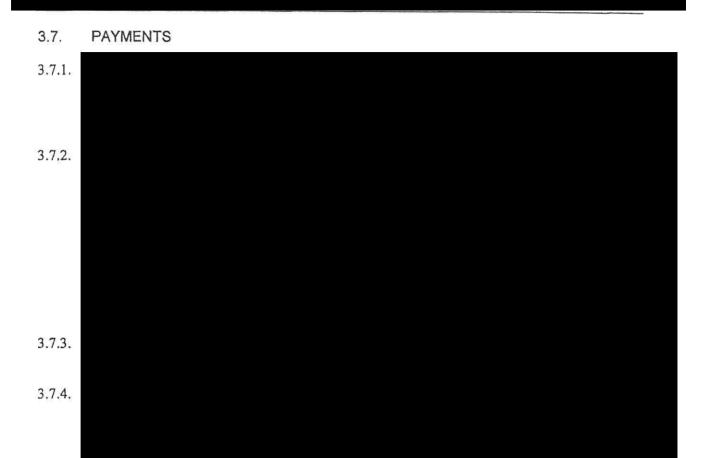




3.3.5.	
226	
3.3.6.	
3.4.	PRICE ESCALATION
3.4.1.	
3.5.	MISCELLANEOUS SERVICES
3.5. 3.5.1.	MISCELLANEOUS SERVICES For other miscellaneous Services the costs will be agreed in advance by both upon they
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	For other miscellaneous Services the costs will be agreed in advance by both upon they
3.5.1.	For other miscellaneous Services the costs will be agreed in advance by both upon they appear and they will be implemented into this Agreement signed by both sides. TAXES against all taxes, duties, fees or other assessments, imposed
3.5.1. 3.6.	For other miscellaneous Services the costs will be agreed in advance by both upon they appear and they will be implemented into this Agreement signed by both sides. TAXES
3.5.1. 3.6.	For other miscellaneous Services the costs will be agreed in advance by both upon they appear and they will be implemented into this Agreement signed by both sides. TAXES against all taxes, duties, fees or other assessments, imposed



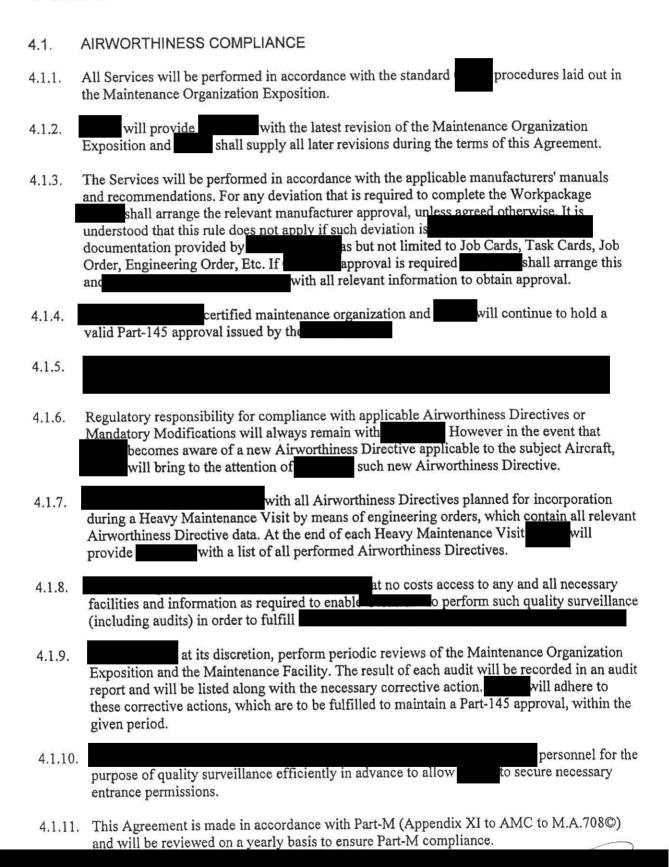








4. LEGAL







4.1.12.	Where performs technical Services as described in Appendix II.to M.A.201 (h) 1: Subcontracting of continuing airworthiness management tasks, above Appendix.
4.2.	ENGINEERING RESPONSIBILITY
4.2.1.	to perform Services pursuant to this Agreement and bear the full responsibility for performance of such Services.
4.2.2.	
4.2.3.	
4.2.4.	
4.2.5.	
4.2.6.	shall perform all Modifications, Airworthiness Directives and Service Bulletins in accordance with Maintenance Data.
4.2.7.	.
4.2.8.	All Repairs shall be performed using Maintenance Data. Determination as to whether a Repair is major or minor is the responsibility of under EASA approval
4.2.9.	For all structural Repairs outside the Airbus Structural Repair Manual shall consult the f Manufacturer (Boeing) repair design and approval will be paid, amount will be charge-out to shall always aim to perform permanent Repairs, if possible.





4.3.	WARRANTY
4.3.1.	
4.3.2.	
4.3.3.	
4.3.4.	
4.3.5.	
4.3.6.	
4.3.7.	
4.3.8.	
4.4.	TITLE AND RISK
4.4.1.	
4.4.2.	
4.4.3.	





4.5.	FORCE MAJEURE, DELAY AND PENALTIES
4.5.1.	
4.5.2.	
4.5.3.	
4.5.4.	
1.5. 1.	
4.5.5.	
7.5.5.	
4.5.6.	
4.5.7.	





4.6.	LIABILITY, INDEMNITY AND INSURANCE
4.6.1.	
4.6.2.	
4.6.3.	
4.6.4.	
4.6.5.	
4.6.6.	





4.7. NON-DISCLOSURE AND PUBLICITY

- 4.7.1. Parties shall refrain, whether for the purpose of publicity or otherwise, from making any statements in whatever manner related to this Agreement or related to the execution of same as conducted by one of the Parties, to third parties, unless prior permission has been given in writing by the other Party, which permission shall not be unreasonably withheld.
- 4.7.2. Parties bind themselves to mutual confidentiality towards third parties in respect of all that may become known to them of the other Party's company and/or business operations, excepting information in the public domain and/or accessible to the general public. The obligation to confidentiality covers information contained in reports, drawings, designs and/or other documents, which Parties may make available to each other or are drafted specially for one of the Parties in the context of this Agreement. Parties are obligated to impose confidentiality on their staff in Agreement with the terms of this article.
- 4.7.3. It is not allowed to make copies of the aforementioned documents for other purposes than the performance of the Services, without the prior written consent of the other Party.

4.7.4.

4.8. (EARLY) TERMINATION

4.8.1.

4.8.2.

4.8.3.

4.8.4.

4.8.5.

4.8.6.





- 4.9. NOTICES
- 4.9.1. All notices under this Agreement will be in writing and after receipt must be confirmed in return. Writing includes both telefax and e-mail.
- 4.9.2. Written notices as mentioned under the Articles 4.5 and 4.8 are required to be given by registered mail.
- 4.9.3. No notice or communication pertaining to this Agreement shall be deemed to have been duly given unless addressed as follows:





- 4.10. AGREEMENT CHANGES
- 4.10.1. This Agreement and its Annexes may only be amended in writing by a formal Change Order, signed by both Parties.
- 4,10.2.
- 4.11. GOVERNING LAW AND JURISDICTION
- 4.11.1. This Agreement will be governed by, and construed in accordance with the laws
- 4.11.2.

4.12. MISCELLANEOUS

- 4.12.1. This Agreement contains all Agreements, arrangements and stipulations between the Parties in respect of the Services, and supersedes all previous Agreements, arrangements and stipulations in respect of the same subject.
- 4.12.2. The provisions of this Agreement are severable and any invalidity of any provision in this Agreement shall not affect all other provisions, which will remain valid and binding.





DULY SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW,







ANNEXES TO THE AGREEMENT

- PRICES AND CHARGES ANNEX A

ANNEX A - PRICES AND CHARGES

ANNEX B - MEETINGS

ANNEX C - DOCUMENTATION

ANNEX D - CERTIFICATE OF ACCEPTANCE

ANNEX E - SUPPLEMENTAL AGREEMENT

ANNEX F - CROSS REFERENCE LEAFLET 15 AND MGTA



