



FRAMEWORK REPAIR SERVICE AGREEMENT

(hereinafter referred to as „the Agreement“)

The Agreement is signed on this day30-01-2019, by and between

ŘÍZENÍ LETOVÉHO PROVOZU ČESKÉ REPUBLIKY, státní podnik (AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC), a state enterprise existing and organised under the laws of the CZECH REPUBLIC, having its registered office at Navigační 787, 252 61 Jeneč, CZECH REPUBLIC

Company Identification Number: 49710371

Tax Identification Number: CZ699004742

with the place of business in **Czech Republic**, hereinafter referred to as **the**

Customer, represented by the Acting Administrator, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] from one side, and

Company “Thales Deutschland GmbH” (THALES), VAT reg. No. DE184172765, with the place of business in Thalesplatz 1, 71254 Ditzingen, Germany, hereinafter referred to as „**the Supplier or THALES**“, represented by Mr. Adrien Bouic, Area Sales Manager, Air Traffic Management from another side,

hereinafter both referred to as **the Parties**.

Whereas **the Supplier** is engaged to provide a repair service of certain **navigation aids** and is ready to make his service available to the Customer .

The **Parties** conclude the given repair service agreement for repair of the following Thales Navigation Equipment installed in the Air Navigation Services of the Czech Republic:

CVOR 431, DVOR 432, ILS 420, Marker 413, DME 415/435, FFM 414, NDB 436 and RCSE 443

and now agree on the following:

1. SERVICES TO BE RENDERED during the Customer defined “Agreement” which corresponds to the post-warranty period.

The Supplier agrees to render the following services:

1.1. Check and evaluate the level of damage and repair-ability (technically and economically) of all incoming modules and boards of the aforementioned equipment.

Delivery of repairs :

1) Standard version :

Except where the Supplier notifies the Customer that a longer period is required for delivery for reasons to be specified by the Supplier delivery shall be DDP ANS CR, Navigační 787, 252 61 Jeneč, Czech

Republic according to the International Chamber of Commerce INCOTERMS (2010 Edition) and shall be effected within standard THALES TAT (16 weeks for DME and NDB units, all others 12 -14 weeks) starting with the day of arrival of the defective part at the THALES Factory in Germany.

- 2) One-to-One Exchange version
(exchange unit out of repair buffer stock, same module diff. serial #)

Except where the Supplier notifies the Customer that a longer period is required for delivery for reasons to be specified by the Supplier, or on customer's request, the delivery of an exchange module DDP ANS CR, Navigační 787, 252 61 Jeneč, Czech Republic according to the International Chamber of Commerce INCOTERMS (2010 Edition) shall be effected within **fifteen working days** starting with the day of arrival of the defective part at the THALES Factory in Germany.

Repairs will only be considered as POST-WARRANTY if following prerequisites are fulfilled :

1. Respected equipment has been maintained on a regular basis as described in the related Technical Manuals delivered under the NAVAIDS contract. On request by the Supplier, the Customer has to show evidence that all necessary preventive maintenance activities have been conducted as specified.
2. Preventive Maintenance as well as the failure analysis has been performed by a qualified technician who is well trained and familiar with the Thales Navigation equipment. The Customer will provide a list with the Thales Navigation equipment authorized personnel. Only failure reports signed by an authorized customer maintenance technician will be considered as valid by THALES and released for further repair activities.
3. On site repairs are authorized on LRU (Least Replaceable Unit) level only, i.e. replacement of CCA's (Circuit Cards Assemblies), RF-cables, antenna dipoles etc. Repairs on board level (components, soldering) are not authorized by THALES.
4. Software updates for safety related issues are provided free of charge when occurs.
However upgrades for Software or Hardware providing enhanced functionality or capabilities will generally not be offered for free.

Under following circumstances the repair will be considered as a NON POST-WARRANTY REPAIR or NON REPAIRABLE:

1. Post-Warranty period exceeded
2. Repair item not handled properly as specified above
3. Failure caused by lightning, over voltage
4. Module to be repair is not economical (Repair cost exceed Spare Price)

In this case a new unit (Spare Part) will be offered by the below listed Thales contact person or his deputy.

Repair Process

Step 1: A board built into a Thales Navigation Equipment failed out on site.

Step 2: Replacement of the defective board on site by an authorized Technician.

Step 3: Send the filled out RMA Form to the following e-mail address:

de-atm-repairdepartment@thalesgroup.com

Step 4: The Supplier will send RMA number back to the Customer

Step 5: Sending faulty item to the supplier. The consignment shall include RMA Form with RMA Number. Return Address is in the RMA Policy Document, see Appendix 2a of this Agreement and also in Appendix 4 of this Agreement.

Step 6: After repair, the repaired part will be returned to the Customer within TAT.

1.2. The prices for the repair are given in EURO and are firm and fixed within the validity of this Agreement. The repair prices are to be understood for delivery DDP ANS CR, Navigační 787, 252 61 Jeneč, Czech Republic according to the International Chamber of Commerce INCOTERMS (2010 Edition) , without any deduction and including commercial packing.

1.3. If repairable, the Supplier shall repair all modules and boards contained within the aforementioned equipment and return the shipment to the Customer. The Supplier shall provide a fault analysis and repair report to the Customer. The Supplier shall introduce and attach a failure report.

1.4. The Supplier shall give explanation and provide spare part offer in case the modules and boards are damaged beyond technical and/or economical repair.

1.5. A detailed failure report shall be sent to the Supplier together with the faulty item.

1.6. Sending Faulty Items to THALES

Before sending a faulty Item:

The CUSTOMER shall inform THALES by faxing or e-mailing a copy of the corresponding Shipping Invoice (as defined in Appendix 3 of this Agreement) to:

"The Repairs Manager, Thales Deutschland GmbH (as defined in Appendix 4 of this Agreement).

Shipment of an Item:

Each item to be repaired shall be shipped to THALES together with the related Item

RMA Form & Number (as defined in Appendix 2 of this Agreement) duly completed by the CUSTOMER.

Following the receipt of a shipment, THALES will acknowledge the receipt by faxing or e-mailing to the CUSTOMER.

The CUSTOMER shall deliver to THALES all items to be repaired or replaced DAP/CIP Supplier's factory basis according to INCOTERMS 2010 (cost of packing and shipment shall be borne by the CUSTOMER).

Before the Return of a repaired/replaced Item to the CUSTOMER:

THALES shall email all relevant information related to shipment (such as item designation, date, airway bill, flight number to the CUSTOMER.

Shipment of a repaired/replaced Item to the CUSTOMER:

Each repaired/replaced item shall be shipped together with the related Item Failure/Repair Report Sheet to the CUSTOMER.

Following the receipt of each shipment, the CUSTOMER shall acknowledge receipt by return e-mail or fax.

THALES shall deliver all repaired/replaced items to the CUSTOMER on a DDP ANS CR, Navigační 787, 252 61 Jeneč, Czech Republic according to the International Chamber of Commerce INCOTERMS (2010 Edition) (costs of packing and shipment shall be borne by THALES).

2. FORCE MAJEURE

2.1 Force Majeure denotes all events which did not exist at the date of the conclusion of this AGREEMENT or which could not be foreseen, which occur beyond the Parties' control and the occurrence and effects of which cannot be prevented by measures and means which in the actual situation may be reasonably required and expected, and owing to which it is not possible to execute the AGREEMENT within the terms and under the conditions thereof (including, but not limited to, epidemics, severe weather conditions, earthquake, strikes, lock-outs or other labour conflicts, acts of God and of the Government, military conflicts, civil disturbances, confiscation, embargo etc.)

2.2 If delivery is delayed by industrial dispute or any circumstances beyond the reasonable control of the Supplier then the period for delivery shall be extended by such period as is reasonable in the circumstances. If such delay continues for a period exceeding six months then unless agreed to the contrary this Agreement shall be deemed to have been terminated without compensation being due to either Party.

3. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

3.1. According to the present Agreement and if ordered by the Customer within the given time frame, the Supplier is obliged to:

- repair Navigation equipment in accordance with the conditions as agreed in the present Agreement

3.2. The Customer's obligations are as follows:

- render payment in accordance with the Terms of Payment
- Execute the preventive maintenance

4. PLACE OF SERVICES

The repair service hereunder shall be performed at the Supplier's premises at Ditzingen, Germany or its associate company sites at Gorgonzola, Italy and/or Overland Park, Kansas, USA.

5. COMPENSATION

5.1. The Customer shall pay as follows :

Fixed prices for each repair to the Supplier as detailed in Annex 1 of this Agreement.

5.2. All Czech Republic Government taxes and duties for shipping the items to Germany shall be borne by the CUSTOMER.

5.3. All shipping and packing costs from Czech Republic to Germany shall be borne by the CUSTOMER.

5.4. All shipping and packing costs from Germany to Czech Republic shall be borne by the SUPPLIER.

5.5. Neither price includes any value-added tax or other duties or taxes of Czech Republic Government that shall be borne by the CUSTOMER.

6. PAYMENT

6.1. All payments to be made under this Agreement shall be effected by the Customer as follows:

Repairs and spares

Payments for repairs, and spares shall be paid 100% (one hundred percent) within 30 (thirty) calendar days after receipt of the items together with the commercial invoice - tax document and shipping documents for each shipment effected.

6.2. All payments shall be transferred to:

Bank: [REDACTED]
[REDACTED]
[REDACTED]

Currency: EURO

6.3. All payments will be executed by the Customer by a simple bank transfer against the Supplier's invoice. Invoices issued by THALES after receipt of the items shall be sent to ANS CR's address given in the heading of this Agreement. Invoices shall be due within thirty (30) days of receipt thereof by ANS CR.

6.4 Unless otherwise agreed in writing, property in the spare parts will not pass to Customer unless and until the Supplier receives payment for them in full. Until such time as property in the goods has passed the Supplier shall be entitled to retake all or any part of the spare parts in which title remains vested in the Supplier and for this purpose the Supplier or its agents or authorized representatives shall be entitled to enter upon any of the premises of the Customer where they are held or are reasonably believed to be held and repossess them.

6.5 Unless otherwise agreed in writing, the goods must be paid for at the agreed price either in full within thirty (30) days following the date of Supplier invoice.

6.6 Should any delay in payment by ANS CR occur, THALES, without prejudice of any other rights, will be entitled to claim for interest for late payment based on the interest rate in the amount of three per cent (3%) p. a. Thales shall notify the Customer about a non-performance of the payment.

6.7 In the event of delayed payment then without prejudice to its other rights, the Supplier shall be entitled to suspend performance of the services under this agreement until all overdue sums are paid in full together with interest.

6.8 ANS CR may return an invoice, if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, THALES shall issue a new invoice or correct the original invoice and fix a new due date.

6.9 The total price for the performance of this Agreement shall not exceed, within the duration period of this Agreement, the amount of 2.000.000,- CZK (in words: two million Czech crowns) without VAT. If the price exceeds the said amount, the Customer shall be entitled to terminate the Agreement with immediate effect by sending a termination notice to the Supplier. Notwithstanding the aforementioned, the

- Customer shall pay to the Supplier all on-going or performed works in case of termination.

7. DURATION

7.1 This Agreement shall become valid as of signature by the Customer and THALES and shall enter into force on a day when it is registered in a Register of Contracts. If this Agreement is registered in the Register of Contracts before 1 January 2019, it shall take effect on 1 January 2019. If this Agreement is to be published in the Register of Contracts after 1 January 2019, it shall take effect on the date of such publication in the Register of Contracts.

This Agreement is concluded for a fixed period from the date of registration in a Register of Contracts in Czech Republic to 31. 12. 2021.

Any Extension to this Agreement shall be mutually agreed.

8. GENERAL CONDITIONS

8.1. All notices required by the Supplier or by the Customer to the other party under the terms of this Agreement shall be written in English and shall be made at the time of receipt by the other Party.

8.2. Any alteration or amendment to this Agreement shall be signed by the Parties in writing.

8.3. Should a clause of this agreement be or become legally ineffective the validity of the remaining clauses shall not be affected. If necessary, in such case the Parties shall agree upon another legally effective clause closest to their intentions hereunder.

8.4. The copyright in all the documents (including drawings) which the Supplier may furnish to the Customer for the purpose of fulfilling the order and all other intellectual property right (except the customer's right to use the equipment for the intended purpose) shall at all times remain vested in the Supplier and neither they nor their contents shall be used without the Supplier's express written consent for any purpose other than that for which they were furnished.

8.5. The Supplier shall use reasonable skill and care in performance of the services hereunder and shall be liable only for the direct losses or damages which may be suffered by the Customer not exceeding in aggregate the price of the relevant repair(s) or spare part(s) covered by the order. In no event shall the Supplier be liable for any loss of use, loss of profit or revenues, loss of anticipated savings or contracts or any indirect, consequential or punitive losses or damages suffered by the Customer.

9. SECRECY

9.1. The Customer shall not disclose any technical and/or other information made accessible to him by the Supplier to any third party including subcontractors and customers unless the information has been determined by the Supplier as distributable.

10. WARRANTY

10.1. Repairs are warranted for 6 months after shipment from THALES factory.

11. TERMINATION OF AGREEMENT

11.1 If the Customer commits a material breach of these terms and conditions, or suffers distress or execution or commits an act of bankruptcy, or makes arrangements with creditors or goes into liquidation (except for the purpose of amalgamation or reconstruction) or has a receiver appointed, the Supplier may (without prejudice to any other claim or remedy) suspend performance of, or determine, this Agreement by written notice and shall be entitled to payment for the goods already delivered, work in progress under this Agreement in question at the contract rate or (if none) at a rate reasonably based on the price in question.

11.2 This Agreement can be terminated by a written agreement signed by both Parties.

11.3 Any termination for any reason whatsoever shall not affect debts already payable between the Parties with respect to the completed part of this Agreement.

11. 4 Each Party is entitled to terminate this Agreement, even without giving any reason. The two (2) month notice period shall run from the first day of the month following receipt of the written termination of Agreement by to the other Party and shall end on the last day of the calendar month. Notwithstanding the aforementioned, the Customer shall pay to the Supplier all on-going or performed works in case of termination.

12. LAW

12.1 This Agreement shall be governed by the Czech law , the Czech courts shall have exclusive jurisdiction over any matter arising out of this Agreement.

12.2 The Uniform Law on the International Sale of Goods and the United Nations Convention in respect of contracts relating to the Sale of Goods shall not apply.

13. MISCELLANEOUS

13.1 By signing this Agreement THALES acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L 17 based on ICAO regulations) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful

interference. Particularly, THALES shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

13.2 THALES acknowledges that the Customer is obliged to publish this Agreement pursuant to the Act No. 340/2015 Coll. on the Register of Contracts, as amended. THALES also acknowledges that the Customer is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended. When this Agreement is published in the Register of Contracts, in particular the following information contained in this Agreement shall not be provided: name of the person acting on behalf of the Customer, THALES's bank account details, signatures on the Agreement, and also a trade secret within the sense of § 504 Civil Code as further specified in Article 13.3 of this Agreement.

13.3. Trade Secret

Trade secret, within the sense of § 504 of the Civil Code, means all information detailed in all Annexes, i.e.: Annexes No. 1, 2a, 2b, 3.1, 3.2, 4, and for this reason all Annexes of this Agreement, i.e.: Annexes No. 1, 2a, 2b, 3.1, 3.2, 4, will neither be published nor provided according to Paragraph 13.2 of this Agreement.

13.4 Personal Data Protection

The Customer and the Supplier shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i. e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Customer is available on

<http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>

13.5 This Agreement has been signed by the Supplier and the Customer by their duly authorised representatives in four (4) original copies, in English, each Party obtaining two copies.

14. AGREEMENT DOCUMENTS

An integral part hereof are the following Annexes

Appendix 1	Price List
Appendix 2a	RMA Guideline Form (RMA Form and Policy will be sent additional as pdf-file)
Appendix 2b	RMA Form
Appendix 3.1	Standard Shipping Invoice for NAVAIDS modules
Appendix 3.2	Airfreight Shipping Invoice for NAVAIDS modules
Appendix 4	Instructions for Returns for Repair or Replacement

IN WITNESS WHEREOF the authorised representatives of the parties have signed this Agreement



Date:

Date: 30 -01- 2019

Thales Deutschland GmbH
Thalesplatz 1
71254 Ditzingen
Germany

Appendix 1 Price List

Prices are expressed without VAT

Item	P/N	Description	Unit Price EUR/DDP	Repair
Common DVOR 432 & CVOR 431 modules				
001	8313521005	Local Control Panel LCP		
002	8313521004	Local Control Panel LCP old		
003	8313521003	Local Control Panel LCP old		
004	8313521002	Local Control Panel LCP old		
005	8313523100	Control & Selector Logic CSL		
006	8313522302	Monitor Signal Processor C,DVOR MSP-(C,D)VOR		
007	8313527100	Modulator Signal Generator - Sign MSG-S		
008	8313527200	Modulator Signal Generator - Control MSG-C		
009	8313526200	Modulator 110P MOD-110P		
010	8313426201	Modulator 110P MOD-110P		
011	5835101000	Carrier Amplifier 100W CA-100		
012	8313812400	DC-Supply Multivolt DCC-MV		
013	5834120102	AC/DC-Converter 54 ACC-54		
014	8313526101	Modulator 110 MOD-110		
015	5835100820	RF Duplexer RFD2 - D		
016	8313528300	Synthesizer DVOR SYN-DVOR		
017	8313528301	Synthesizer DVOR SYN-DVOR		
018	8313529301	Control Coupler DVOR CCP-DVOR		
019	8313170606	Phase Monitor & Control PMC-D (ASU)		
020	8313170607	Blending Modulator MOD-SBB (ASU)		
021	8313170609	Antenna Switching Module ASM-D (ASU)		
022	8313170611	Blending Signal Generator BSG-D (ASU)		
023	8313412400	DC-Supply Multivolt D DCC-MVD (ASU)		
024	8313526250	Modulator 110P 48SB/100W (100W versions only)		
025	5835100830	RF-Duplexer SB DVOR RFD-SB		

026	5835100835	RF-Duplexer SB DVOR RFD-SB
027	5835100840	RF Duplexer C DVOR RFD1-C
028	5835100841	RF Duplexer C DVOR RFD1-C
029	8313528301	Synthesizer DVOR SYN-DVOR
030	8313529301	Control Coupler DVOR CCP-DVOR
031	8313531101	Blending Modulator Sideband MOD-SBB/DVOR
032	8313531200	Phase Monitor & Control PMC/DVOR
033	8313531250	Phase Monitor & Control PMC/DVOR
034	8313520500	Monitor Divider Switch DVOR MDS-DVOR

Item	P/N	Description
Specific CVOR 431 modules		
035	8313526101	Modulator 110 MOD-110
036	5835100860	RF-Duplexer 2 CVOR RFD2-CV
037	8313528101	Synthesizer CVOR SYN-CVOR
038	8313529600	Control Coupler CVOR CCP-CVOR
Common ILS 420 modules		
039	8313521005	Local Control Panel LCP
040	8313521004	Local Control Panel LCP old
041	8313521003	Local Control Panel LCP old
042	8313521002	Local Control Panel LCP old
043	120496-0004	Synthesizer
044	120496-0003	Synthesizer
045	120570-0003*	Audio Generator LGA / Monitor LGM old
046	120570-0004*	Audio Generator LGA / Monitor LGM
047	120498-0001	Interface Card CCA
048	120628-0001	CCA, Interface w/o Hardware Monitor
049	120571-0003*	Executive Control Unit (ECU) old
050	120571-0004*	Executive Control Unit (ECU)
051	120769-0001	Stand-by on Air Combiner SOAC (digital)

052	120621-0001*	Stand-by on Air Combiner SOAC
053	5834120101	AC/DC-Converter 54 ACC-54 old
054	5834120102	AC/DC-Converter 54 ACC-54
055	8313812400	DC-Supply Multivolt DCC-MV
056	120622-0001	Solid State Switch / ILS Transfer Switch
057	120588-0002	Modulator / Power Amplifier Mod/PA LLZ
058	120589-0002	Modulator / Power Amplifier MOD/PA GP
Common Marker 413 modules		
059	8314421101	Control & Status Board-Marker
060	8314423100	Control Logic, Marker CL-M
061	8314430102	Transmitter, Marker TX-M
062	8314422101	Monitor Signal Processor, Marker MSP-M

*** not repairable item. A new unit will be delivered**

Item	P/N	Description
Common DME 415/435 modules		
063	474910052G	LCSU for DME 415/435 cabinet only
064	62054420	Coax Relay Module DME 415/435
065	411700126E	CPU Control & Status Unit CSB 188
066	474910014S	Duplexer Unit DPX
067	474910012Y	Receiver Unit RX
068	61631965	EMA-Receiver/Processor/Modulator (RPM)
069	474910013Z	Monitor Unit MON
070	62054043	Monitor Unit MON RPM
071	474910016U	100 W Transmitter Unit TX
072	483700015B	Digital Modulator Unit DMD
073	483700014A	Digital Processor Unit DPR
074	62054392	DC/DC Converter +5V +/-15V

075	5834120102	AC/DC-Converter 54 ACC-54
076	488700022P	AC/DC Power Supply PCS
077	474910019F	1 KW Transmitter Unit TKW (435 only)
078	474910041D	MONITOR UNIT MON-H/S
Common FFM 414 modules		
079	8313421200	Local Control Status Unit LCSU MP 386
080	8313420600	Monitor Divider Switch MDS-FFM
081	8313450400	FFM Receiver-3 REC-3
082	8313422500	Monitor Signal Processor MSP-FFM
083	8313423200	Control Selector Logic CSL-FFM
Common NDB 436 modules		
084	411700123B	ATU Control Board ACB
085	411700124C	Transmitter Board TRS
086	411700122A	Monitor Board MON
087	474729909X	Adapter Board ADP
088	411700125D	LCSU NDB Module
089	474910051F	TRX DC/DC Converter Board DCD
Common RCSE 443 modules		
090	8404584102	Processor Board ETX, CPU
091	8404583106	Serial Interface Board SIB
092	8404580602	RCSE Panel Unit CE-Version INC 8
093	8404582350*	AC/DC Converter, 60W, 230 VAC
PIR 7010		
094	098588-0300	PIR calibration Service
095	098588-0300	PIR Repair Service (includes calibration)

APPENDIX 2a RMA Guideline

Return Material Authorization (RMA) Guideline

1 SUBJECT

This document outlines the Return Material Authorization (RMA) guideline for NAVAIDS and Non-Radar Surveillance Equipment delivered by Thales Deutschland GmbH, Business Unit Air Traffic Management (ATM) located at Thalesplatz 1, D-71254 Ditzingen, Germany.

This RMA Guideline applies for Warranty and Out-of-Warranty returns.

Thales ATM Germany will hereinafter be referred to as Thales in this document.

2 RMA APPLICATION PROCESS

2.1 RMA REQUEST

Prior to any return shipment Customers must contact Thales to request a RMA number using the Thales RMA form. The filled RMA form then needs to be returned to Thales as follows:

FAX: + 49 7156 353 28814 or
Email: de-atm-repairdepartment@thalesgroup.com

2.2 RMA INFORMATION

The following information is required to assign an RMA number.

➤ RMA Requestor Info

First Name:
Last Name:
Company:
Phone:
Fax:
Email:

➤ Consignee's name and address for return of Repaired Material

Company:
Attention to:
Ship Street 1:
Ship Street 2:
Ship City:
Ship Zip:
Ship Country:

➤ Material to be returned

Warranty	selection:	yes/no
Part Number		
Serial Number		
Problem Description	selection:	problem classification

IMPORTANT NOTE:

The length of a warranty term may differ between products. For details please refer to the specific warranty clause of the purchase contract for the supply of the equipment which needs to be returned.

- Additional information e.g. existing repair frame contract reference no.
- Date and Signature

2.3 RMA CONFIRMATION

Requests for RMA are typically processed Monday thru Friday between 8:00 AM to 5:00 PM CET.
RMA Confirmation will be accomplished by fax or email.

No RMA service/credit will be issued without an assigned RMA number.

The RMA must be put in the packaging when the product is returned.

3 RMA RETURN SHIPMENT

IMPORTANT NOTE:

Thales will not accept any packages without an open, valid RMA number appearing on at least 2 surfaces on the box/packaging and reference to the RMA number on the accompanied shipping documents. Only the specific items listed on the RMA will be accepted. All other items will be returned to the customer at customer's expense.

3.1 PACKAGING

Proper packaging must be used at all times when returning items to Thales. All items received at Thales that are physically damaged, altered or abused will be refused, warranty voided, and returned to Customer at Customer's expense.

3.2 RETURN INSTRUCTIONS

Step 1

- Use the products original packaging if still available, or acceptable equivalent
- Write the RMA number on at least two (2) outside surfaces of each return package
- Write RMA number as reference on the shipping documents
- A copy of your pro-forma Invoice should accompany the consignment. This invoice should refer to the contract and equipment to which the return material refers.
- Important: Please also specify the reason for the return delivery by giving a fault description as detailed as possible.

Step 2

- Unless otherwise agreed consign your return shipment to one of the following addresses for DAP Delivery according to Incoterm 2010:

For return via **AIRFREIGHT**:

SCHENKER DEUTSCHLAND AG
Stuttgart Airport
Luftfrachtgebäude 615
D-70629 Stuttgart

Notify:

Thales Deutschland GmbH
Wareneingang
LAS-ATM Repair Center
Thalesplatz 1
71254 Ditzingen
Germany

For return via **COURIER SERVICE** from **non-European Community** countries:

Thales Deutschland GmbH
Business Unit LAS-ATM
c/o t&h Rudolph
Trucking & Handling GmbH
Luftfrachtzentrum Gebaeude 605/5
70629 Stuttgart (Flughafen)
Germany

For return via **POSTAL SERVICES** (European Community countries only!)

Thales Deutschland GmbH
Wareneingang
LAS-ATM Repair Center
Thalesplatz 1
71254 Ditzingen
Germany

Step 3

- Please advise the flight details by e-mail (airway bill no., flight no., arrival date) to:

Thales Deutschland GmbH
LAS-ATM Repair Center
Thalesplatz 1
71254 Ditzingen
Germany

Email: de-atm-repairdepartment@thalesgroup.com

4 RMA REPAIR

All items returned under an RMA will be repaired, or at Thales option replaced with either new or factory refurbished parts.

If a returned product is determined to be damaged or misused, it will be handled as out-of-warranty.

All repaired or replacement parts will have successfully passed the appropriate manufacturing quality assurance test procedures.

5 RMA CLOSING PROCEDURE

If Thales has not received the RMA requested items from the customer within thirty (30) days of the RMA assignment date, the RMA will be closed.

Unless otherwise agreed the return shipment of repaired/replaced parts will be on DAP customers airport delivery according to Incoterm 2010.

After return shipment of a repaired/replacement part to the customer, Thales will close the RMA.

APPENDIX 2b RMA Form

Return Material Authorization Form

related to NAVAIDS and Non-Radar Surveillance Equipment

delivered by: Thales Deutschland GmbH, Business Unit Air Traffic Management (LAS-ATM)

located at: Thalesplatz 1, D-71254 Ditzingen, Germany

Instructions:

1. Please complete this form and return it to Thales LAS-ATM Germany:
FAX: + 49 7156 353 28814 or
Email: de-atm-repairdepartment@thalesgroup.com
2. You will receive the confirmed RMA with assigned RMA number(s)
3. A copy of the confirmed RMA must be included in each box associated with the return shipment and the RMA number must be clearly written on the outside of each box.

RMA Requestor Info

Gender: Miss

First Name:

Last Name:

Company:

Phone:

Fax:

Email:

Disclaimer: The e-mail address provided will be used for internal processing of this RMA and will not be provided to third parties.

Consignee's name and address for return of Repaired Material

Company:

Attention to: Miss

Ship Street 1:

Ship Street 2:

Ship City:

Ship Zip:

Ship Country:

Material to be returned

#	<i>To be filled / selected by Requestor</i>				<i>Provided by Thales</i>
	Warranty	Part No. & Description	Serial Number	Problem Description	RMA Number
1	NO			==> Select	
2	NO			==> Select	
3	NO			==> Select	
4	NO			==> Select	
5	NO			==> Select	
6	NO			==> Select	
7	NO			==> Select	
8	NO			==> Select	
9	NO			==> Select	
10	NO			==> Select	

For additional information please use the below Notes / Comments box and reference the above #-number.

Date:
(dd.mm.yyyy)

Signature:
Requestor

APPENDIX 3.1

Standard Shipping Invoice for NAVAIDS modules

STANDARD SHIPPING INVOICE n° _____ date _____

Sender :			
Person in charge :		Fax :	
Consignee : Thales Deutschland GmbH Wareneingang LAS-ATM Repair Center Thalesplatz 1 D- 71254 Ditzingen GERMANY		Prior to shipment, fax or e-mail a copy of this document to : The Repair Manager Mr. Rainer Brauch, Thales Deutschland GmbH Fax No: +49 7156 353 28814 e-mail: de-atm-repairdepartment@thalesgroup.com	
PLEASE REFER TO THE ATTACHED SHIPPING INSTRUCTION FOR CUSTOMS CLEARANCE – Appendix 4			
Carrier's name : Carrier's document ref. : Date of shipment :		INVOICE FOR CUSTOMS PUPOSE ONLY WITHOUT PAYMENT Service Agreement No. 410/2018/PS/036	
Delivery terms: DDP THALES FACTORY STUTTGART (INCOTERMS 2010)		Kind of consignment: TEMPORARY	
Number of packages:		Total Gross Weight:	
Total net Weight:		Total cube:	
ITEM(S) SENT FOR REPAIR UNDER REPAIR SERVICE to be repaired or replaced before being returned to Sender			
Item Description	Qty	Part Number	Total Value (EURO)
1.			
2.			
3.			
4.			

APPENDIX 3.2.

Air Freight Shipping Invoice for NAVAIDS modules

VALID FOR AIR CARRIER / AIRLINE ONLY

AIR FREIGHT SHIPPING INVOICE n° _____ date _____

Sender :			
Person in charge :		Fax :	
Consignee : Thales Deutschland GmbH Wareneingang LAS-ATM Repair Center Thalesplatz 1 D- 71254 Ditzingen GERMANY PLEASE REFER TO THE ATTACHED SHIPPING INSTRUCTION FOR CUSTOMS CLEARANCE – Appendix 4		Prior to shipment, fax a copy of this document to : The Repair Manager Mr. Rainer Brauch, Thales Deutschland GmbH Fax No: +49 7156 353 28814 e- mail: de-atm-repairdepartment@thalesgroup.com	
AWB No : Flight No : Date of shipment :		INVOICE FOR CUSTOMS PUPOSE ONLY WITHOUT PAYMENT Service Agreement No. 410/2018/PS/036	
Delivery terms: DDP THALES FACTORY STUTTGART (INCOTERMS 2010)		Kind of consignment: TEMPORARY	
Number of packages:		Total Gross Weight:	
Total net Weight:		Total cube:	
ITEM(S) SENT FOR REPAIR UNDER REPAIR SERVICE to be repaired or replaced before being returned to Sender			
Item Description	Qty	Part Number	Total Value (EURO)

1.			
2.			
3.			
4.			

APPENDIX 4

Instructions for Returns for Repair or Replacement

To accelerate the customs clearance and repair/replacement of returned NAVAIDS units, we kindly ask you to adhere to the following instructions:

1. Please consign your return shipment to the following addresses:

For return via AIRFREIGHT:

SCHENKER DEUTSCHLAND AG
Stuttgart Airport
Luftfrachtgebäude 615
D-70629 Stuttgart

Notify: Thales Deutschland GmbH
Wareneingang LAS-ATM Repair Center
Thalesplatz 1
D- 71254 Ditzingen
Germany

For return via COURIER SERVICE from non-European Community countries:

Thales
Deutschland GmbH c/o t
& h Rudolph
Trucking & Handling GmbH
Luftfrachtzentrum Gebäude 605/5
70629 Stuttgart
(Flughafen) Germany

For return via COURIER/POSTAL SERVICES (European Community countries only!)

Thales Deutschland GmbH
Wareneingang LAS-ATM Repair Center
Thalesplatz 1
D- 71254 Ditzingen
Germany

2. A copy of your proforma invoice and RMA-No. shall accompany the consignment. This invoice should refer to the contract and equipment to which the return material refers.

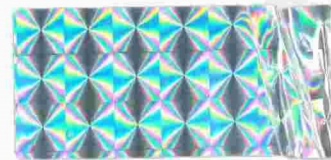
Important:

Please also specify the reason for the return delivery by giving a fault description as detailed as possible. Use RMA-Form for it.

3. Please advise the flight details by e-mail (airway bill no., flight no., arrival date) to:

Thales Deutschland GmbH

Contract No of ANS CR: 410/2018/PS/036
Contract No Supplier: 49001467



Dept. TDIL/OCI
Thalesplatz 1
71254 Ditzingen
Germany
E-mail: rainer.brauch@thalesgroup.com