

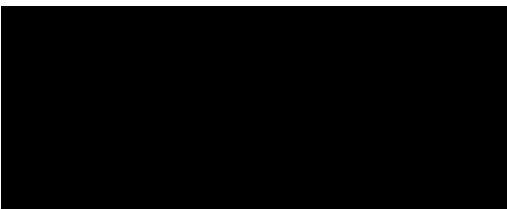


MAINTENANCE GENERAL TERMS AGREEMENT

BETWEEN



AND





CONTENTS

MAINTENANCE GENERAL TERMS AGREEMENT3

1. GENERAL.....4

1.1. DEFINITIONS AND INTERPRETATION 4

1.2. SUBJECT OF THE AGREEMENT..... 10

1.3. TERM AND TERMINATION 10

1.4. STANDARDS AND PROCEDURES 11

2. PERFORMANCE11

2.1. TIME SCHEDULE..... 11

2.2. DELIVERY 12

2.3. DELAYED DELIVERY 12

2.4. CUSTOMER TECHNICAL REPRESENTATIVE 13

2.5. EXCHANGE OF INFORMATION..... 14

2.6. DOCUMENTATION AND CERTIFICATION 14

2.7. MATERIALS 14

2.8. ADDITIONAL WORK 16

2.9. SUBCONTRACTING 16

2.10. MAINTENANCE CHECK FLIGHTS 16

2.11. REDELIVERY 16

2.12. DELAYED REDELIVERY..... 17

3. COMMERCIAL.....17

3.1. GENERAL..... 17

3.2. FIXED PRICES 17

3.3. VARIABLE PRICES 18

3.4. PRICE ESCALATION 18

3.5. MISCELLANEOUS SERVICES..... 19

3.6. TAXES 19

3.7. PAYMENTS..... 19

4. LEGAL.....20

4.1. AIRWORTHINESS COMPLIANCE 20

4.2. ENGINEERING RESPONSIBILITY 21

4.3. WARRANTY 21

4.4. TITLE AND RISK 22

4.5. FORCE MAJEURE AND EXCUSABLE DELAYS..... 23

4.6. LIABILITY AND INSURANCE 24

4.7. NON-DISCLOSURE AND PUBLICITY..... 26

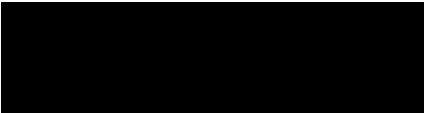
4.8. NOTICES 27

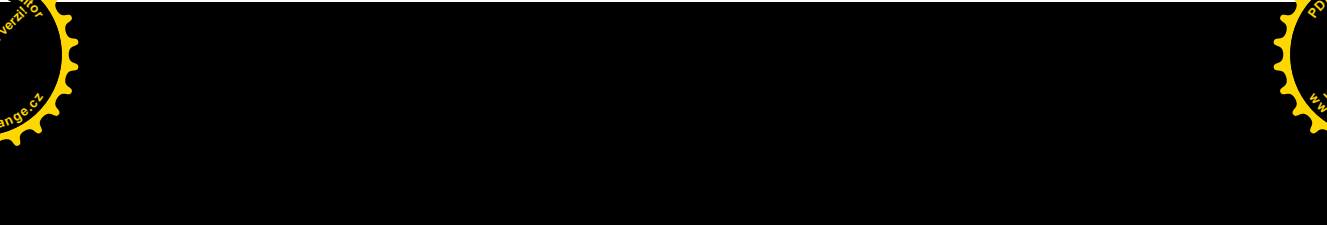
4.9. AGREEMENT CHANGES 28

4.10. GOVERNING LAW AND JURISDICTION 28

4.11. MISCELLANEOUS 28

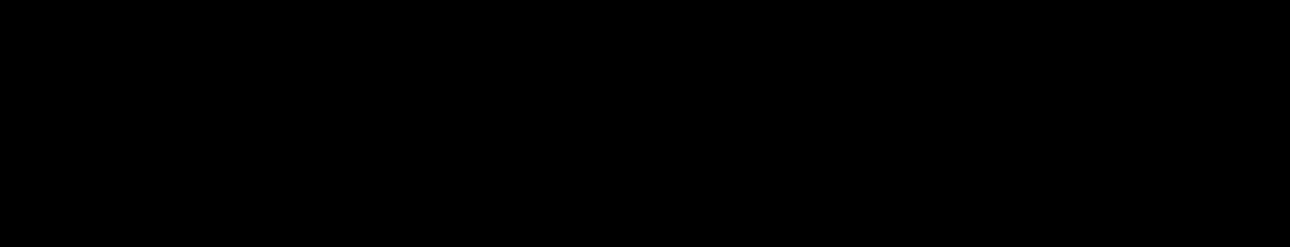
ANNEXES TO THE AGREEMENT30





MAINTENANCE GENERAL TERMS AGREEMENT

This Agreement is made on June 1, 2016 by and between:



(her referred to as [redacted])

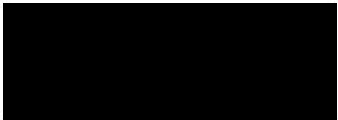
(Cu and [redacted] hereinafter collectively referred to as the “Parties” and individually also as the “Pa

WHEREAS

- (a) [redacted] is a provider of maintenance, overhaul, repair and modification services for Customer’s aircraft;
- (b) Customer requires provision of the Services for its fleet;
- (c) [redacted] is willing to perform the Services in accordance with the terms and conditions of this Agreement

The Parties hereby agree as follows:

Date: 2016



page 3 of 30



1. GENERAL

1.1. DEFINITIONS AND INTERPRETATION

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

Additional Work: means any work requested by the Customer in addition to the Routine Work. Additional Work may include Open Defects and all known damage for Repairs.

Agreement or MGTA: This Agreement and all of its Annexes, Supplemental Agreements, thereto including any and all subsequent Change Orders hereto made;

Aircraft: The aircraft in AOC of Customer (excluding the A330 aircraft operated by Customer) as identified by manufacturer's serial number, including any equipment and Component parts attached to it, incorporated, installed therein, or temporarily detached therefrom.

Airworthiness Directive: Airworthiness Directives issued by the FAA, EASA, CAA CZ, which specify required inspections, Modifications, or operations of certain equipment (AD).

Anniversary means each anniversary date of the Effective Date during the Term of this Agreement (the date which comes up every twelve months from the Effective Date).

Approved Maintenance Data: All data used to perform the Services as stipulated in this Agreement, which is approved by EASA/CAA CZ as suitable for the intended purpose.

Airworthiness Authority: One or more of the EASA, FAA, CAA CZ or another aviation authority as the context requires.

CAA CZ: Civil Aviation Authority (CAA) of the Czech Republic as country of [REDACTED] registered office, EASA competent authority; CAA holds the power and authority to regulate maintenance operations of [REDACTED] as PART 145 maintenance organization

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 perform a distinctive function necessary to the operation of a system and that is removable and controllable on a



Consumables:

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 part number) 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 of the performance of the Routine Work.

Defect Threshold: means the number of Direct Manhours 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 that has been deferred to a later time.

Delivery: means the act by which Customer will deliver the Aircraft to [REDACTED] Maintenance Facility for the provision of the Services, usually at 00:00 o'clock local time in Prague, unless specified in the Supplemental Agreement otherwise.

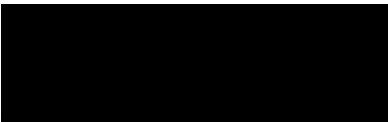
Delivery Date: means the agreed time and date for Delivery pursuant to the applicable Supplemental Agreement.

Direct Manhours: means the actual work spent on the Item. Manhours produced for quality auditing, production management, planning, purchasing, administration and handling of purchased parts or subcontracted work, storekeeping and inventory works are not considered to be Direct Manhours and are considered as part of the Fixed Price. Engineering works above Engineering Threshold are not included in Fixed Price and shall be considered as Direct Manhours.

Documentation: means all data, reports, forms and information required by the relevant Airworthiness Authorities, including, but not limited to, maintenance manuals, manufacturer's Overhaul manuals, the Approved Maintenance Program, Customer procedures, and specifications in a prescribed format, content and method (hardcopy or electronically).

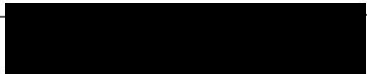
Downtime: [REDACTED] Date and Redelivery Date of the

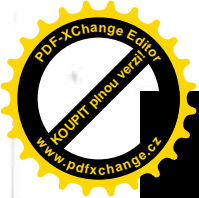
EASA: [REDACTED] icy





- 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.
- Engineering Threshold:** means the number of Direct Manhours of Engineering Services arising from the performance of the Services that is included in the Fixed Price.
- 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 or FAA:** means the aviation authority of the United States of America, Department of Transport, or any agency succeeding to the power and authority thereof (FAA).
- Fixed Price:** means the agreed price as specified in Annex A and Annex E (Supplemental Agreement) payable to [REDACTED] for Routine Work, Defect Rectification below the Defect Threshold and Engineering Services below the Engineering Threshold as specified in agreed workscope. Fixed Price can also mean the agreed price for Additional Work in the applicable Supplemental Agreement.
- Gross Negligence:** means the reckless act/omission of any Party coupled with knowledge that damage would probably result
- GSE** means Ground support equipment
- Heavy Maintenance Visit:** means the Downtime scheduled for an Aircraft for the purpose of performing the Services.
- Inflation Rate** means an increase in average annual consumer price index characterized by the percentage change of the average price level of latest twelve months against the average level of previous twelve months published for the Czech Republic by Czech Statistical Office.
- Intellectual Property:** means creations protected from unauthorized use by common law or statute, such as patents, trademarks, trade secrets and copyrights
- 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 parts, whose fitness for use is limited by cumulative flight hour, flight cycles or days as specified by the manufacturer or Airworthiness Authorities.





[Redacted text block]

Ma
Fac

[Redacted text block]

Ma
Org
Exp

Proč...
[Redacted text block]

[Redacted text block]



- Maintenance Program:** means the most current revision of the document duly authorized by the CAA CZ defining the Customer's maintenance program.
- Maintenance Check Flight:** means a required flight to comply with the maintenance manual or the CAA CZ 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 if clarification from the relevant manufacturer is required.
- Materials Approval Limit:** means the value, per individual item, of material above which approval from the Customer's technical representative is required for the purchase of such material as specified in Annex A hereto.
- Modification:** means the work required to modify or alter the Aircraft in specified manner, defined under a unique Aircraft Modification number issued by the Customer engineering department.
- Negligence:** means the act/omission of any Party falling below the ordinary expectable standard of care
- Non-routine:** Means Defect Rectification and Repair tasks resulting from the workpackage.
- Open Defects:** defects known by the Customer before the commencement of the Services 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:** [REDACTED]
- Rede[** [REDACTED]
- Release to Service:** means the issuance of a certificate of Release to Service by [REDACTED] 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 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 tasks and operations as specified in agreed workscope.

Services: means all work performed or to be performed by [redacted] and/or Subcontractors under this Agreement, unless otherwise stated in this Agreement.

Subcontractors: means [redacted] subcontractors, as specified in article 2.9 hereof.

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 Item.

Supplemental Agreement: means the Agreement as set out in Annex E hereto specifying the Aircraft delivered for the Services to [redacted]. The Supplemental Agreement specifies the subject Aircraft, start of Delivery Date, the Redelivery Date and the Work package, Insurance, other financial conditions and other terms and conditions, and forms a part of this Agreement.

Work package: means Routine Work plus Additional Work

Willful Misconduct: means deliberate act/omission of a Party who intends to cause harm to the other Party through such act/omission, and the other Party is harmed as a direct result of such act/omission

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).

Other terms may be defined directly in the wording of the Agreement, whereby the definition is capitalized when used hereinafter.

The headings of articles and sections hereof serve for ease of reference only and shall not be taken into account in the interpretation of this Agreement.





SUBJECT OF THE AGREEMENT

1.2.1. [redacted] shall perform the Services in accordance with the terms and conditions of this Agreement based on the Supplemental Agreements signed by the Parties in the form as specified in Annex E hereto. In the case of any discrepancy between the executed Supplemental Agreement and the text of this Agreement, the Supplemental Agreement shall prevail.

1.2.2. All Services stipulated in this Agreement shall be performed by [redacted] on an exclusive basis at the Maintenance Facility in accordance with the agreed Delivery and Redelivery Date, unless agreed otherwise.

1.3. TERM AND TERMINATION

1.3.1. This Agreement shall be valid and in force upon its signature by both Parties (hereinafter referred to as the "Effective Date").

1.3.2. [redacted]

the [redacted] The notice period shall not last less than [redacted] Such termination shall have no effect on Supplemental Agreements concluded before termination and Parties hereby agree, that further Supplemental Agreements can be concluded between delivery of notice of termination and termination of this Agreement. In such case, Customer undertakes to pay to [redacted] a contractual penalty of a total sum of all unperf [redacted] Annex F hereto, planned according to approved Maintenance Program til. the end of term this Agreement as in article 1.3.2. This article shall not be applied in the case of termination of the Agreement or the Supplemental Agreement according to the article 4.5.2.

1.3.3. Each Party shall be entitled to terminate this Agreement by serving written notice of termination to the other Party (hereinafter referred to as the "Breaching Party") with immediate effect upon delivery of the notice of termination to the Breaching Party:

- a) In the event that the Breaching Party fails to observe or perform any of its material obligations under this Agreement and either such failure is incapable of remedy or the Breaching Party shall have failed to remedy the failure within thirty (30) days after receiving written notice from the other Party requiring the Breaching Party to remedy such failure; or
- b) In the event that the Breaching Party becomes insolvent or is unable to pay its debts or fails or admits its inability generally to pay its debts as they become due; institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy law or insolvency law or other similar law affecting creditor's rights.



1.4. STANDARDS AND PROCEDURES

- 1.4.1. [REDACTED] shall perform the Services in accordance with manufacturer specifications and procedures.
- 1.4.2. [REDACTED] shall carry out all Services in compliance with the current standard of Airworthiness Directive and both Parties will inspect the quality assurance system.
- 1.4.3. [REDACTED] shall provide Customer with the Services pursuant to this Agreement based on individual Supplemental Agreements concluded by the Parties with respect to the respective Services.
- 1.4.4. Work not agreed in advance will be performed by [REDACTED] only after consultation with and after approval/authorization of the Customer's technical representative present at the [REDACTED] Maintenance Facility.
- 1.4.5. For each Heavy Maintenance Visit, the Customer shall supply [REDACTED] with the actual work that has to be performed during the subject Heavy Maintenance Visit no later than four (4) weeks prior to the Heavy Maintenance Visit.
- 1.4.6. During the performance of the Services [REDACTED] shall always provide the Customer with the appropriate care and priority. [REDACTED] shall not discriminate the Customer in relation to any other of its customers.

2. PERFORMANCE

2.1. TIME SCHEDULE

- 2.1.1. [REDACTED] Parties shall discuss a forecast of Heavy Maintenance Visits for upcoming [REDACTED] every month.
- 2.1.2. [REDACTED] shall set the date of the respective Heavy Maintenance Visit [REDACTED] into consideration of limits arising from the [REDACTED] program, requirements of the Customer to operate the aircraft within its flight schedule (hereinafter referred to as "visit").
- 2.1.3. CSAT shall not refuse to provide Customer with the Services under this Agreement or the Supplemental Agreement or change the Agreed Date of Heavy Maintenance Visit and/or the Delivery Date, unless agreed between the Parties otherwise. In case [REDACTED] breaches any of its obligations under this article,
 - 2.1.3.1. [REDACTED] shall be relieved of its obligations under this Agreement for the relevant Heavy Maintenance Visit, and
 - 2.1.3.2. [REDACTED] undertakes to pay the Customer a contractual penalty in the amount corresponding to [REDACTED] hereto for each unperformed [REDACTED] t was planned according to the CAMO and/or approved Maintenance
- 2.1.4. [REDACTED] Delivery Date the Customer may request an adjustment to the Delivery Date. In such case, [REDACTED] shall use its best efforts to accommodate the Customer's





[REDACTED]

2.1.5.

[REDACTED]

2.1.6.

If the Customer cancels the agreed Heavy Maintenance Visit under article 2.1.4 hereof, and the [REDACTED] are subsequently unable to agree an alternate Down [REDACTED] obligations under this Agreement for the relevant Heavy Maintenance Visit and the Customer [REDACTED] penalty in the amount of [REDACTED] Service [REDACTED] it was planned according to the [REDACTED] and/or approved [REDACTED] Once [REDACTED] pays the aforementioned contractual penalty, [REDACTED] shall be relieved of its obligations under this Agreement for the relevant Heavy Maintenance Visit. Any damage resulting from the cancelation of such Heavy Maintenance Visit is covered by the contractual penalty paid [REDACTED]

2.1.7.

The Parties agreed that the Customer is entitled to cancel one agreed Heavy Maintenance Visit within the duration of the Agreement without any payment of the contractual penalty under article 2.1.6.

2.2. DELIVERY

2.2.1.

Aircraft due for Services shall be delivered in accordance with the Delivery dates specified in the applicable Supplemental Agreement, unless the Parties agree otherwise.

2.2.2.

The complete particular Work-package containing the full set of Routine and Non-routine Job Cards or Task Cards, SB's, Modification documentation, List of exchanges and Material list for Routine Works shall be delivered to [REDACTED] four (4) weeks before Delivery of relevant Aircraft, at the latest.

2.2.3.

Prior to the Delivery, [REDACTED] shall be entitled, at its discretion and costs, to inspect the Aircraft to determine the physical condition and tl [REDACTED] of work to be performed. Such inspection shall not interfere with the Customer's operation.

2.2.4.

Customer will deliver the Aircraft Documentation, further specified in article 2.6 hereof, to [REDACTED] upon De [REDACTED]

2.2.5.

All landing and other fees imposed by Airport or other Airworthiness Authorities in connection with the performance of the Services, all handling fees and all customs duties will be borne by the Customer.

2.2.6.

Upon the Customer's request and for the price specified in Annex A hereto, [REDACTED] will arrange for the Customer refueling and fueling of the Aircraft. The Customer will designate contracted Fuel company located at [REDACTED] for fuel services of the Customer's aircraft. The actual costs for fueling and refueling will be borne by the Customer.

2.3. DELAYED DELIVERY



2.3.1. If the Delivery of the Aircraft by the Customer to the [REDACTED] Maintenance Facility is later than six (6) hours after the Delivery Date as specified in the applicable Supplemental Agreement (and such delay in Delivery was not agreed by the Parties in advance in writing), the Customer shall pay to [REDACTED] the contractual penalty as specified in Annex A hereto.

2.4. CUSTOMER'S TECHNICAL REPRESENTATIVE

2.4.1. During each Heavy Maintenance Visit, the Customer will transfer to [REDACTED] Maintenance Facility one or more technical representatives with the appropriate technical qualifications and authorized by the Customer to:

- approve the performance of, and related charges for, unscheduled work, and Defect Rectification greater than the Defect Threshold as specified in Annex A hereto;
- approve the purchase of material above the Materials Approval Limit as specified in Annex A hereto;
- 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 for Engineering Services not included in the Fixed Price;
- approve of Repairables

on behalf of the Customer. The approvals by the Customer's technical representative pursuant to this article 2.4.1 shall be binding for the Customer.

2.4.2. The Customer's technical representative will be at all time entitled to inspect the performance of the Services by [REDACTED]. During these inspections the Customer shall always avoid interference with the work.

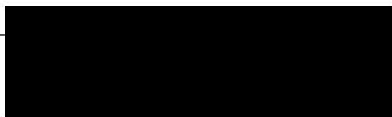
2.4.3. [REDACTED] shall allow the Customer's technical representative to have a full access to all facilities where the Services are performed twenty four (24) hours a day.

2.4.4. During the Heavy Maintenance Visit [REDACTED] will provide Customer's technical representative with suitable office space and access to the dedicated communication facilities, including telephone (with international access), facsimile, and a personal computer with access to e-mail and [REDACTED].

2.4.5. To prevent a workstop [REDACTED], the Customer's technical representative will be available to [REDACTED] twenty four (24) hours a day during the Heavy Maintenance Visit.

2.4.6. Written authorization from the Customer's technical representative is required for:

- performance of any work not included in the Fixed Prices as specified in Annex A hereto;
- performance of any work not included in the applicable Supplemental Agreement;
- performance of any work not ordered by the Customer before or during Heavy Maintenance Visit by means of the amendment to the applicable Supplemental Agreement;
- purchase of materials with a value in excess of the Materials Approval Limit as specified in Annex A hereto;
- Exchange or loan of Rotable Components;
- Deferred Tasks;





- Engineering Services, not included in the Fixed Price in Annex A hereto.

Authorization will be requested by [REDACTED] in writing and the Customer's technical representative must confirm authorization in writing in due time to avoid delays in work progress. The authorization of the Customer's technical representative pursuant to this article 2.4.6 shall be binding for the Customer.

EXCHANGE OF INFORMATION

2.5.1. [REDACTED] and the Customer hereby agree on a schedule of meetings as set out in Annex B hereto in order to prepare for and execute the provision of the Services.

2.5.2. For the Services not included in the Fixed Price [REDACTED] shall provide the Customer's technical representative before each Heavy Maintenance Visit with a planning diagram of the complete Work-package and on a daily basis with the following written information:

- form for required Materials above the Material Approval Limit, if applicable
- list of Materials on order
- planning and work progress information, including any coming changes of agreed data
- form to request any Additional Work or work above the Defect Threshold
- all other manhour information that is available

In addition [REDACTED] will provide Customer, on a daily basis, with planning and work progress report.

2.6. DOCUMENTATION AND CERTIFICATION

2.6.1. Aircraft shall be delivered to [REDACTED] with all required Documentation as specified in Annex C hereto.

2.6.2. All Documentation required for the performance of the Services will be Approved Maintenance Data.

2.6.3. All Documentation required for the performance of the Services will have a valid revision status and effective for the subject Aircraft.

2.6.4. [REDACTED] will supply the Customer with the Documentation as specified in Annex C hereto.

2.6.5. Upon completion of the Services, [REDACTED] shall issue a Certificate of the Release to Service certifying that all works have been accomplished in accordance with the regulations of the applicable Airworthiness Authorities.

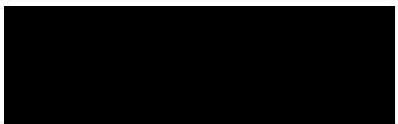
2.6.6. On all discrepancies for which a Repair is not available in the standard Approved Maintenance Data, such as SRM, AMM and SB's, the Repair will be accompanied by the appropriate certification documents.

2.7. MATERIAL AND





- 2.7.1. [REDACTED] will supply [REDACTED] umables and Expendables required to perform the work, except for materials specified in article 2.7.2., unless the Parties agree otherwise.
- 2.7.2. The Customer will deliver hereinafter mentioned materials with all documents required by the applicable authorities to [REDACTED] required for installation:
 - the replacements of Rotables.
 - materials required for Modifications.
 - house style items such as but not limited to carpets, curtains, seat covers, linings, placards, paintings and seats parts.
 - Customer specific decals and markings.
- 2.7.3. Replacements of all Consumables and Expendables will be accompanied with the appropriate documentation required by EASA Part-145.
- 2.7.4. Replacements for all Components, except for those specified in article 2.7.3. hereof, 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. The Customer is responsible for Life Limited Parts control. If [REDACTED] provides Life Limited Parts under this Agreement, [REDACTED] shall provide all relevant information such as hours, cycles, back to birth information and Airworthiness compliance certification:
- 2.7.6. All Rotables and Repa: [REDACTED] applied by the Customer to [REDACTED] pursuant to this Agreement will be used solely for the provision of the Services, and will be kept separately from other [REDACTED] inventories properly identified as Customer's property. [REDACTED] will upon termination of this Agreement or at any earlier time if so instructed by the Customer, at the Customer's expense, return to the Customer or ship as instructed by the C [REDACTED] all or any part of such inventory then remaining unused.
- Material delivered by the Customer, but not used for the performance [REDACTED] services, will be returned, accompanied by the appropriate certification, on the last Aircraft or the maintenance season, or earlier upon the Customer's request. Rejected and scrap material, except Consumables and Expendables, will be presented to the Customer's technical representative and on the basis of his decision will be left to [REDACTED] for disposal.
- 2.7.8. [REDACTED] will start to dispose of any scrap material belonging to the Customer [REDACTED] that may be left for disposal in accordance with 2.7.7 above no [REDACTED] Redelivery Date. [REDACTED] shall ensure that all scrapped material [REDACTED] shall not be reused in the aviation industry. Scrapping of such material will be performed at the Customer's cost.
- 2.7.9 [REDACTED] will supply standard tools/GSE needed for performance of the work. Upon Customer request [REDACTED] will supply non-standard tools/GSE for non-standard AD/SB/EO, with the [REDACTED] e Cu





2.8. ADDITIONAL WORK

2.8.1. If the [REDACTED] hours required to perform the Additional Work is higher than the agreed available minimum and [REDACTED] is not able to carry out all Additional Work within the Heavy Maintenance Visit, [REDACTED] shall notify Customer.

2.8.2. If within a [REDACTED] mandatory Modification or Airworthiness Directive issued by the [REDACTED] Additional Work in the Heavy Maintenance Visit. With respect of other Additional Work issued by the [REDACTED] within a month prior to the Delivery Date, [REDACTED] shall use its best efforts to accommodate this Additional Work in the Heavy Maintenance Visit.

2.8.3. Upon Delivery of the Aircraft, the Customer will provide [REDACTED] with an update of the defects found during the last flights.

2.9. SUBCONTRACTING

2.9.1. Subject to the provisions of EASA Part-145.75 and subject to consultation and approval of the Customer's Quality Assurance department, [REDACTED] may subcontract Overhaul or Repairs in accordance with 145.A.75b).

2.9.2. [REDACTED] shall secure that the Subcontractor provides to the Customer and Customer CAA CZ access to the Subcontractor's facilities and to any relevant information concerning the Subcontractor, especially the quality monitoring information.

2.10. MAINTENANCE CHECK FLIGHTS

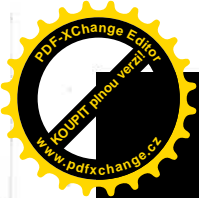
2.10.1. If a Maintenance Check Flight is required as a result of the performance of the Services, or part thereof, [REDACTED] will inform Customer thereof, and Customer will perform such Maintenance Check Flight in accordance with its Maintenance Check Flight procedures as set out in its Continuing Airworthiness Management Exposition (CAME).

2.10.2. If the Work package requires a Maintenance Check Flight, the duration of one Maintenance Check Flight is included in the Downtime, as specified in the applicable Supplemental Agreement. The standard duration of a Maintenance Check Flight is two (2) hours unless specified otherwise by the Customer. The subject Maintenance Check Flight shall be performed by the Customer's personnel, under Customer's responsibility and at Customer's cost and risk.

2.10.3. An observer mechanic of [REDACTED] shall attend the Maintenance Check Flight unless otherwise agreed by the Parties. Costs of [REDACTED] personnel that are on the board shall be borne by the Customer.

2.11. REDELIVERY

2.11.1. The Aircraft shall be redelivered at [REDACTED] in accordance with the Redelivery Date specified in the applicable Supplemental Agreement.



- 2.11.2. Before the Redelivery, the Customer's technical representative will perform a Customer's acceptance inspection of the Services, whereupon the Customer's technical representative shall sign on behalf of the Customer a Certificate of Acceptance as set out in Annex D hereto (hereinafter referred to as the "**Certificate of Acceptance**").
- 2.11.3. At Redelivery, after the execution of the Certificate of Acceptance, [REDACTED] will issue a Certificate of Release to Service, that will be supported by Documentation as described in Annex C hereto.
- 2.11.4. The Aircraft will always be redelivered with all aircraft documents required for flight. All maintenance documents will be shipped back to the Customer, as specified in Annex C hereto.

2.12. DELAYED REDELIVERY

- 2.12.1. If Redelivery of the Aircraft is later than the Redelivery Date, due to causes of [REDACTED] specified in article 4.5.1, [REDACTED] will pay the Customer a late Redelivery penalty, as specified in [REDACTED] of applicable. [REDACTED] use [REDACTED] ual

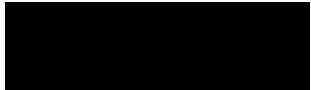
3. COMMERCIAL

3.1. GENERAL

- 3.1.1. [REDACTED] will record all Direct Manhours not included in the Fixed Price, Materials and Subcontracted work used to perform the Services, the price of which will be specified separately as described below:
 - Routine Work - Fixed Prices
 - Additional Work
 - Defect Rectification
 - Engineering Services, if applicable.
 - Subcontracted work, if applicable.
 - Materials/Tools/GSE

3.2. FIXED PRICES

- 3.2.1. The [REDACTED] hereto (the Supplemental Agreement).
- 3.2.2. Defect Rectification found during the subject Heavy Maintenance Visit up to a Defect Threshold per defect found, as specified in Annex A hereto, is included in the [REDACTED] stipulated in the Supplemental Agreement. The Defect Rectification exceeding the Defect Threshold specified in Annex A hereto shall be charged in accordance with the rate specified in Annex A hereto.
- 3.2.3. All indirect costs for the performance of the Services, including but not limited to seat removal/installation, planning manhours, hangar rental fees, (un)docking, electricity, maintenance washing, exterior cleaning are included in the Fixed Price, as per article 3.2.1 hereof.





3.3. VARIABLE PRICES

3.3.2. The price of the materials provided by [REDACTED] for the performance of the Heavy Maintenance Visit is based on the actual invoice price of the materials (OEM) as set out in Annex A hereto [REDACTED] prices published by Aircraft manufacturers (as Airbus, ATR, etc), will be charged.

3.3.3. The price of all subcontracted work that is required for the performance of the Heavy Maintenance Visit is based on the actual invoice price plus a surcharge as set out in Annex A hereto.

3.3.4. The price of the loan of the tools/Equipment is provided by [REDACTED] for the performance of the Heavy Maintenance is based on the actual manufacturer catalog price (OEM) only in the case that the tools/GSE are purchased by [REDACTED] directly from OEM, plus a surcharge as set out in Annex A hereto.

3.3.5. For all Engineering services not included in Fixed Price, as defined in Annex A hereto, the [REDACTED] Annex A hereto.

3.3.6. If transportation and handling is performed by [REDACTED] the price is based on the actual invoice price plus a surcharge as set out in Annex A. Subcontracted items could be charged on a separate invoice.

3.3.7. All work, material and subcontracted work expended in addition to the fixed price should be confirmed by the responsible person named by the Customer not later than 7 days after accomplishment. In case of no reaction from the Customer during mentioned period, [REDACTED] shall notify such delay to Customer in writing. If there is no reaction within 2 days after notification, it is agreed that the price is automatically confirmed.

3.4. PRICE ESCALATION

3.4.1. The Fixed Price pursuant to article 3.2 hereof and specified in the Supplemental Agreement is fixed for the whole term of such Supplemental Agreement.

3.4.2. [REDACTED]





[REDACTED]

3.5. MISCELLANEOUS SERVICES

3.5.1. For other miscellaneous Services, the costs will be agreed by both Parties in advance and shall be implemented into the Supplemental Agreement concluded by the Parties.

3.6. TAXES

3.6.1. All amounts stipulated by the Supplemental Agreement and/or any other Annexes hereto are VAT and other taxes exclusive. VAT (if any) shall be applied according to the Czech VAT Act in force when the taxable supply is provided. Should VAT is charged lawfully together with taxable supply provided (i.e. there was no entitlement for VAT exemption), thus, the Customer is liable to pay the price plus VAT.

3.6.2. [REDACTED] warrants to [REDACTED] (in order to satisfy Czech VAT exemption) it is an airline company that possesses the AOC certificate that will be filed with [REDACTED] before this Agreement is signed. Furthermore [REDACTED] warrants to [REDACTED] it is an airline ensuring chiefly international airline transport [REDACTED] and goods for reward within the EU member states or within the EU member states and other countries.

3.6.3. Any [REDACTED] holding tax arising [REDACTED] of Rotable Components, tools, GSE or third parties services approved by Customer's Technical Representative shall be borne by Customer.

3.7. PAYMENTS

3.7.1. [REDACTED]

3.7.2. [REDACTED] will issue a final invoice for all work, material and other [REDACTED] performance not covered by the Fixed Price after Redelivery; [REDACTED] [REDACTED] the subcontracted items (3.3.7.) could be invoiced separately after receiving the corresponding documents from the provider.

[REDACTED]

3.7.5. All payments will be [REDACTED]

[REDACTED]



[REDACTED]

2.7.6 The [REDACTED] shall contain [REDACTED] determined by valid local regulations. [REDACTED] shall state the

[REDACTED]

[REDACTED]

4. LEGAL

4.1. AIRWORTHINESS COMPLIANCE

All Services will be performed in accordance with the standard [REDACTED] procedures laid out in the Maintenance Organization Exposition.

4.1.2. [REDACTED] shall provide the Customer with the latest revision of the Maintenance Organization Exposition and [REDACTED] shall supply to the Customer all later revisions during the term of this Agreement.

4.1.3. [REDACTED] shall perform the Services in accordance with the applicable manufacturers' manuals and recommendations. For any deviation that is required to complete the Work package [REDACTED] shall arrange the relevant manufacturer approval unless agreed otherwise. It is understood that

[REDACTED]

Etc.

4.1.4. [REDACTED] is a Part-145 certified maintenance organization and [REDACTED] shall continue to hold a valid Part-145 approval issued by [REDACTED]

[REDACTED] is obliged to fulfill all relevant requirements of the Part-145, as required by [REDACTED] throughout the term of the Agreement.

4.1.6. Regulatory responsibility for compliance with applicable Airworthiness Directives or Mandatory Modifications will always remain with the Customer.

4.1.7. The Customer will provide [REDACTED] with all Airworthiness Directives planned for incorporation during a Heavy Maintenance Visit by means of engineering orders, which contain all relevant Airworthiness Directive data. At the end of each Heavy Maintenance Visit [REDACTED] will provide the Customer with a list of all performed Airworthiness Directives.

4.1.8. The Customer will, at its discretion, perform periodic reviews of the [REDACTED] [REDACTED]. The result of each audit will be recorded in an audit report and will be listed along with the necessary corrective action. [REDACTED] [REDACTED] led to maintain a Part-145 approval, within the given period.



4.1.9. The Customer shall announce to [REDACTED] any visit of the Customer audit or CAA CZ personnel for the purpose of quality surveillance efficiently in advance, however not less than seven (7) working days in advance, to allow [REDACTED] to secure necessary entrance permissions.

4.1.10. This Agreement is in accordance with Part-M (Appendix XI to AMC to M.A.708(c) and will be reviewed on a yearly basis to ensure Part-M compliance.

4.2. ENGINEERING VISIBILITY

4.2.1. The Customer authorizes [REDACTED] to perform the Services pursuant to this Agreement and [REDACTED] shall perform the Services in compliance hereof.

4.2.2. No later than four (4) weeks before commencement of a Heavy Maintenance Visit, the Customer shall advise [REDACTED] of all applicable and known Modifications, Airworthiness Directives and Service Bulletins, classified by the CAA CZ as mandatory which are required to be complied with during the Services.

4.2.3. No later than four (4) weeks before commencement of a Heavy Maintenance Visit, the Customer shall provide [REDACTED] all required Approved Maintenance Data necessary to perform all planned Modifications, Airworthiness Directives and Service Bulletins of the Customer.

4.2.4. No later than four (4) weeks before commencement of a Heavy Maintenance Visit the Customer shall advise [REDACTED] of all structure damages known by the Customer, which must be repaired during a Heavy Maintenance Visit.

4.2.5. No later than four (4) weeks prior to the commencement of a Heavy Maintenance Visit, the Customer will provide [REDACTED] with the complete repair file/documentation like Job Cards for Routine works, Engineering Orders, a list of maintenance (MPD/MS) item to be performed.

4.2.6. [REDACTED] shall perform all Modifications, Airworthiness Directives, and Service Bulletins in accordance with Approved Maintenance Data.

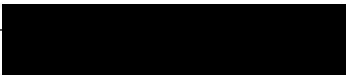
4.2.7. All engineering support required during the performance of the Heavy Maintenance Visit shall be provided by [REDACTED].

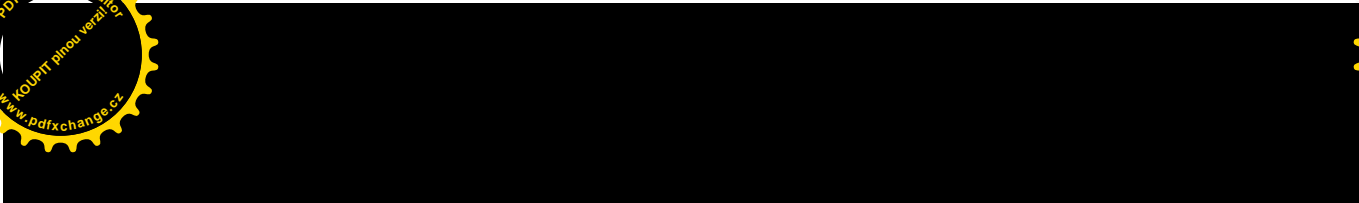
4.2.8. All Repairs shall be performed using Approved Maintenance Data. Determination as to whether a Repair is major or minor is the responsibility of [REDACTED]. In case there is doubt if it is a minor or a Major Repair [REDACTED] shall consult the Customer and mutually agree upon Repair classification.

4.2.9. For all structural Repairs outside the Manufacturer Structural Repair Manual [REDACTED] shall consult the Customer's technical representative. If Manufacturer repair design and approval are paid, the amount will be charged to the Customer. [REDACTED] shall always aim to perform permanent Repairs, if possible.

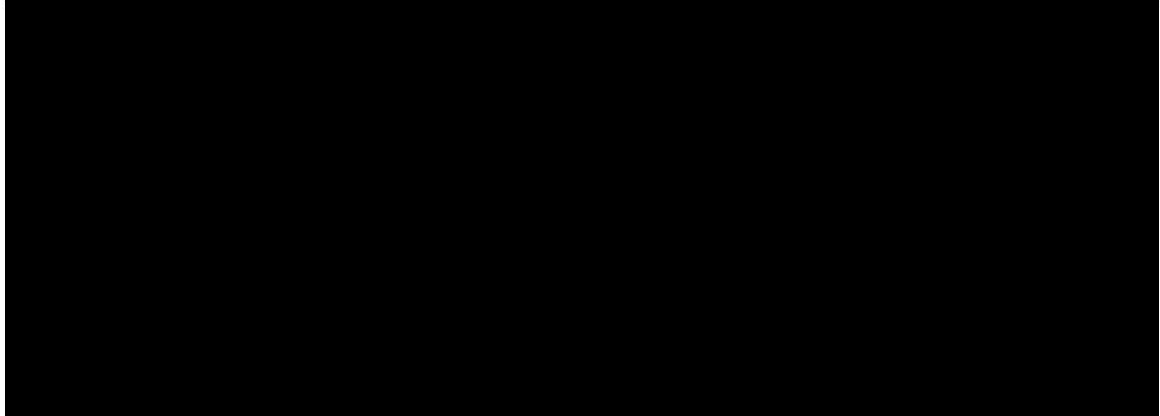
4.3. WARRANTY

4.3.1. [REDACTED] warrants that all Services performed by [REDACTED] under this Agreement are carried out according to the agreed standards, specifications, and procedures and shall be free from defects





[Redacted]



- 4.3.3. If there was probably, no Defect with respect to the Services performed or the materials supplied, the Customer shall reimburse [Redacted] for all costs incurred by [Redacted] for work done and material supplied in connection with the detection of a Defect.
- 4.3.4. In case the Aircraft will be sold or leased by the Owner to a third party during the Warranty Period pursuant to this article 4.3, [Redacted] shall co-operate with the Owner with respect to the assignment of the remaining warranty as specified in this article 4.3 to the said third party.
- 4.3.5. [Redacted] shall assign to [Redacted] the benefits of any warranty, capable of assignment, for the work performed by [Redacted] material and parts delivered by any third person and installed (or otherwise incorporated) by [Redacted] on [Redacted]'s aircraft within provision of the Services and shall authorise [Redacted] to pursue any warranty that may exist in respect of such material and/or parts.
- 4.3.6. [Redacted] shall correct promptly without any delay any defect covered by warranty pursuant to art. 4.3.5 hereof at its own cost and expense. In such case [Redacted] shall arrange at its own risk and expense for the removal and for the reinstallation of the defective parts.
- 4.3.7. In [Redacted] that [Redacted] either assigns warranty claims to [Redacted] for enforcement in [Redacted] name, or appoints [Redacted] as an agent for the administration of warranty claims for enforcement on [Redacted] behalf, the Parties shall confirm such assignment or appointment by completing a signing of letter agreement or any other appropriate documentation provided by [Redacted] shall make available to [Redacted] any documents and information required to administer and enforce the respective claims.

4.4. TITLE AND RISK

- 4.4.1. The title to the Aircraft shall remain at all times with the Customer.
- 4.4.2. From the Aircraft Delivery until the Aircraft Redelivery, except for cases where the Customer and/or Customer's business partner(s) caused the damage, the risk shall be borne by [Redacted] unless the Agreement stipulates otherwise.
- 4.4.3. From the moment, the Customer's Parts and/or the special tools (if any) enter the [Redacted] Maintenance Facility until the moment the Customer's Parts and/or the special tools leave the



[REDACTED]

[REDACTED] Maintenance Facility, unless the Customer caused the damage, the risk shall be borne by [REDACTED]

4.5. FORCE MAJEURE AND EXCUSABLE DELAYS

4.5.1. Neither Party shall be liable for failure to perform its obligations excluding payment obligations under this Agreement, if such failure is caused by act of God, fire, flood, explosion, earthquake, riot, insurrection, war, any act of government or any regulation affecting directly or indirectly the Aircraft as a result of which the other Party can no longer reasonably demand performance of the Agreement by that Party whether or not similar to the causes herein before specifically mentioned (hereinafter referred to as the "Force Majeure Event").

4.5.2. Neither Party hereto shall be held liable for a Force Majeure Event. If any Force Majeure Event occurs, the Party delayed or unable to perform (hereinafter referred to as the "Nonperforming Party") shall give notice to the other Party, stating the nature of the Force Majeure Event, the steps the Nonperforming Party has or will take to minimize the effect of that condition, and the amount of time the delay is expected to last. The Nonperforming Party will be excused from any further performance of the obligations to the extent affected by such Force Majeure Event for as long as such Force Majeure Event continues and the Nonperforming Party continues to use commercially reasonable efforts to recommence performance. In case the Force Majeure Event lasts longer than thirty (30) days, either Party shall be entitled to terminate this Agreement and/or the respective Supplemental Agreement subject to a written termination notice delivered to the other Party. The termination of the Agreement shall be effective upon delivery of the termination notice to the other Party.

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

- any unforeseen Major Repairs, provided the work to be done involves an extension of Downtime; or
- unforeseen major defects, tasks or findings; or
- any delays due to the Customer, such as late Delivery to [REDACTED] of the Aircraft on which [REDACTED] decision as required under the Agreement; or
- delay or failure on the part necessary for the finding rectification of the [REDACTED] supplier to furnish parts, items, materials, systems, accessories, tools or equipment in due time and/or in serviceable condition and/or in sufficient quantity, provided the relevant order has been placed in due time and that reasonable efforts have been made to avoid such delay or failure to supply; or
- additional services or changes requested by the Customer or the late authorization by the Customer's technical representative in writing causing delays in work progress; or
- Force Majeure Event.



[REDACTED]

4.5.4. Any of the following events preventing the Customer from the performance of its obligations in due time and for which the Customer shall not be held liable is hereinafter referred to as the “Excusable Delay”:

- any unforeseen operational AOG situation of the agreed aircraft which affects Delivery of the Aircraft to [REDACTED] not later than [REDACTED] Delivery date;
- any delay or failure on the part necessary for the finding rectification of the Customer’s supplier, provided the relevant order has been placed in due time and that reasonable efforts have been made to avoid such delay or failure to supply; or
- Force Majeure Event.

4.6. LIABILITY AND INSURANCE

4.6.1. The Customer agrees to indemnify, defend and hold harmless [REDACTED] from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which [REDACTED] may suffer or incur arising out of or in relation to the Services or otherwise in connection with this Agreement, except only to the extent caused by the Gross Negligence or Willful Misconduct of [REDACTED]

4.6.2. [REDACTED] agrees to indemnify, defend and hold harmless the Customer from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Customer may suffer or incur arising out of or in relation to the Services or otherwise in connection with this Agreement, except only to the extent caused by the Gross Negligence or Willful Misconduct of the Customer.

4.6.3. Notwithstanding the above, each Party shall take responsibility for any death of or injury to its employees unless caused by the other Party’s Negligence or Willful Misconduct.

4.6.4. If either Party becomes aware of matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other Party and offer reasonable assistance.

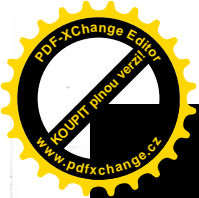
4.6.5. [REDACTED] shall be responsible and liable for any loss of or damage to the Aircraft or loss of or damage to property of the Customer or injury to or death of any person.

[REDACTED] warrants that no part of the Services, including without limitation any material, equipment, operation or software, will or does infringe any Intellectual Property right of any th [REDACTED] shall indemnify, defend and hold harmless the Customer against all claims in any way asserted against the Customer to the extent the same is based on a claim that the Services or anything else related to this Agreement constitutes an infringement of any Intellectual Property rights.

4.6.7. To the extent permitted by applicable law, neither Party shall be liable for any indirect or consequential damages or losses, including, but not limited to, loss of profit.

4.6.8. [REDACTED]

[REDACTED]



[Redacted]

[Redacted]

4.6.9. A.1 During the term of this Agreement and for a minimum period [Redacted] termination or expiration of this Agreement or upon redelivery of the Aircraft to the Customer,

[Redacted]

The above liability insurance shall name [Redacted] its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "the Additional Insured") and hull and spares insurances shall provide that insurers waive any and all of their rights of subrogation against the Additional Insured, except in respect of claims caused by the Gross Negligence or the Willful Misconduct of the Additional Insured.

A.2 All the above insurances shall contain market standard provisions including, but not limited to:

- a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances;
- contain a [Redacted] period as [Redacted] be provided to the Additional Insured;
- a provision that the Additional Insured is not liable for the payment of any premium.

B. D [Redacted] products liability insurance only, [Redacted] this Agreement or upon [Redacted] occurs first), [Redacted] shall effect and mai

[Redacted]



- Aviation General Legal Liability Insurance (including to the extent available war and allied
ce with AVN52E or similar) to cover Hangar keepers, Premises
y (bodily injury/property damage) for a combined single limit
[redacted] for any one accident or occurrence and in the annual
aggregate.

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

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

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

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 the
same, to third parties, unless prior permission has been given in writing by the other Party,
which permission shall not be unreasonably withheld.

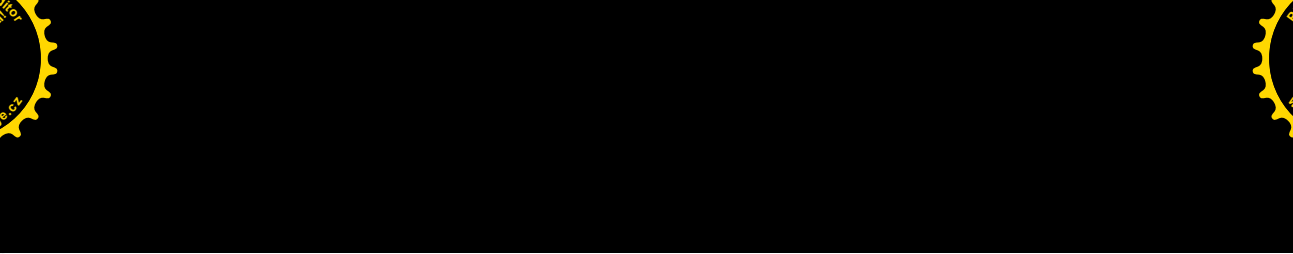
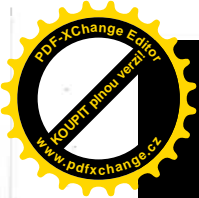
4.7.2. The Parties consider all information included in the Agreement hereof or received in
connection with thereof to be confidential (hereinafter referred to as the “**Confidential
Information**”).

4.7.3. The Parties shall treat as strictly confidential for the term of this Agreement and thereafter, this
Agreement, including the document itself as well as individual provisions contained herein and
any information pertaining to the Agreement. In particular each Party shall treat as strictly
confidential the contents of the negotiations leading up to this Agreement.

4.7.4. The Parties shall treat as strictly confidential for the term of this Agreement and thereafter any
information received in connection with this Agreement, including, but not limited to any
business, technical and strategic data disclosed by the other Party, its customers or
Subcontractors, information contained in reports, drawings, designs and/or other documents,
which Parties make available to each other or are drafted specially for one of the Parties
pursuant to this Agreement, at any time for any reason – comprising any and all such
information in oral or visual form, and shall use such Confidential Information solely for the
performance hereunder.

4.7.5. Without prior approval in writing given by the other Party, neither Party may disclose such
Confidential Information to a third party, except for cases where (a) such disclosure is required
by law or (b) by respective bodies acting under legal regulations and in accordance with them,





legal regulations or the Agreement hereof, or (d) such information is made available by



its shareholder and/or to entities (including their directors, officers and employees), in which as of the date of such disclosure directly or indirectly owns a share, or (e) such information is made available to legal or any other consultants of a respective Party provided these consultants are obliged to maintain confidentiality within the same or even extended scope based on the Agreement hereof or by the law. The Parties have agreed that for the purposes of this Agreement the Confidential Information shall include not only all data stated in the text of the Agreement or in documents to which the Agreement refers, but also any information exchanged by the Parties or otherwise obtained by the Parties in connection with the performance of this Agreement.

4.7.6. The disclosure of any documents, data and other information to the Customer in connection with this Agreement shall not be construed as a grant or transfer of any rights, in particular but not limited to Intellectual Property rights and industrial property rights such as patents or copyrights nor a permission to use such documentation, data or other information except for the purposes required by this Agreement.

4.7.7. Each Party shall, no later than thirty (30) days following the termination of this Agreement, or within thirty (30) days after a request for such by the disclosing Party return the Confidential Information to the disclosing Party.

4.8. NOTICES AND COMMUNICATION

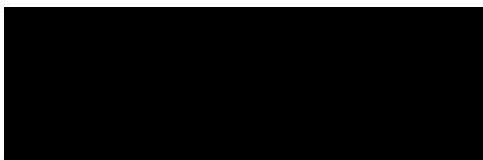
4.8.1. All notices to be given in connection with this Agreement shall be addressed to the address of the Party as specified in this article 4.8.

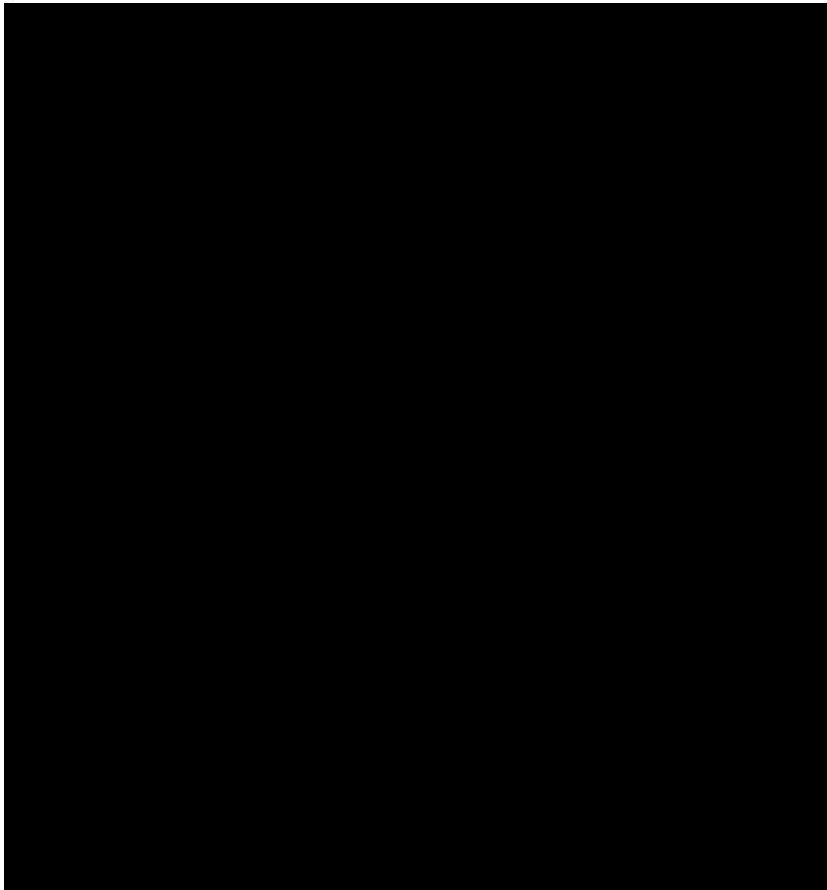
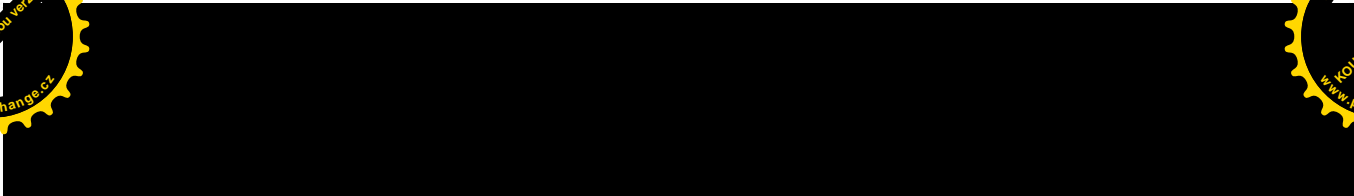
4.8.2. All correspondence and communication between the Parties pursuant to or in connection with this Agreement shall be in



4.8.3. All notices to be served pursuant to this Agreement shall be given in writing by any of the following methods: (i) personal delivery; delivery by courier, (ii) facsimile transmission, or (iii) registered or certified mail, postage prepaid, return receipt requested. All such notices shall be deemed received (i) in case of personal delivery; delivery by courier, upon actual receipt thereof by the addressee. (ii) in case of a facsimile transmission, upon transmission thereof by the sender and issuer machine of a confirmation slip that the number of pages constituting th mitted without error, (iii) in case of mail, on the fifth (5th) business day after posting.

4.8.4. The foregoing requirements do not limit or prohibit day-to-day communications between the Parties via e-mail or other means.





4.9.1. [redacted] by a formal Change Order,

4.10. GOVERNING LAW AND JURISDICTION

4.10.1. This Agreement will be governed by, and construed in accordance with the laws of the Czech Republic, without giving effect to the principles thereof relating to conflict of laws.

4.10.2. In case of any disputes arising between the Customer and [redacted] in respect of or in connection with this Agreement, the Parties shall first use all reasonable endeavors to resolve the matters amicably. Failing such amicable resolution, any disputes arising from this Agreement or in connection with this Agreement shall be referred to the exclusive jurisdiction of Czech courts and shall be finally settled by the competent Czech court. The Parties hereby agree pursuant to section [redacted] as amended, that the territorially competent court shall be the general court of [redacted]

4.11. MISCELLANEOUS

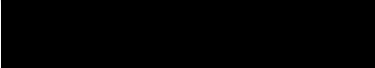
4.11.1. The Parties agree that the Agreement embodies the entire agreement of the Parties with regard to the matters dealt with herein and supersedes any other prior oral or written agreement regarding the subject matter hereof. No warranties, representations, understandings or

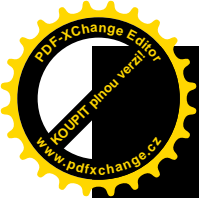




agreements regarding the subject matter hereof written or otherwise exist between the Parties, except as expressly set out in the Agreement.

- 4.11.2. Neither Party shall not be entitled to assign this Agreement or any of its rights and/or obligations under this Agreement, whether in full or in part, to any third party without the others's prior written consent which shall not be unreasonably withheld.
- 4.11.3. Intentionally left blank
- 4.11.4. Intentionally left blank
- 4.11.5. For the avoidance of doubt, the Parties hereby state that none of the obligations under this Agreement are fixed obligations pursuant to section 1980 of the Civil Code.
- 4.11.6. Any failure at any time of either Party to insist upon any of its rights under the provisions of this Agreement shall neither constitute a waiver of such provisions nor prejudice the rights of the Customer or ██████ to insist upon such provisions at any subsequent time. The said waiver shall only come into effect if made in writing and signed by the duly authorized representatives of the Parties.
- 4.11.7. Nothing contained in this Agreement shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any government.
- 4.11.8. If any of the provisions of this Agreement is declared to be invalid or unenforceable, those provisions shall be severed and the other provisions shall remain in full force and effect. The unlawful or otherwise ineffective or unenforceable provision shall be substituted by a new provision mutually agreed upon in writing by ██████ and the Customer reflecting the intent of the Parties in the provision so substituted.
- 4.11.9. The Annexes to this Agreement form an inseparable part of this Agreement.
- 4.11.10. ██████ of this Agreement shall be signed and executed by the Parties. ██████ counterparts shall remain with ██████ and ██████ counterparts shall remain with the Customer.





DULY SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW,

[Redacted]

[Redacted]

]

]

]

]

[Redacted]

Date:

Name:

Title:

[Redacted]

Signature

[Redacted]

[Redacted]

Date:

Name:

Title:

[Redacted]

Sign

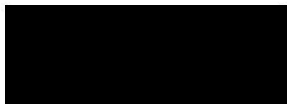
[Redacted]

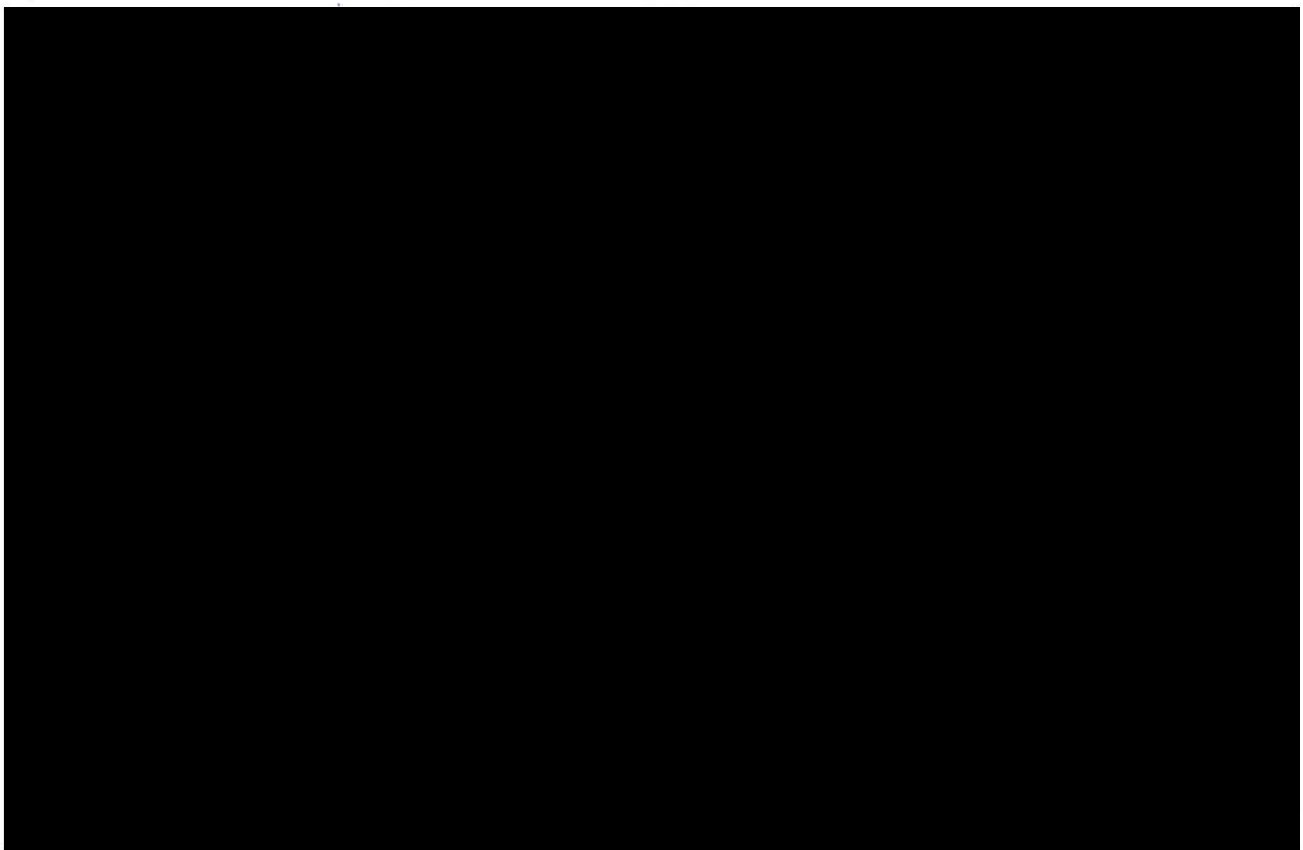
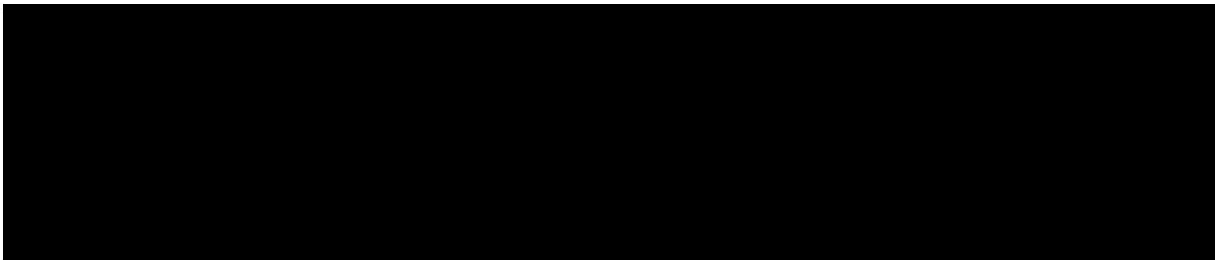
Signature

[Redacted]

ANNEXES TO THE AGREEMENT

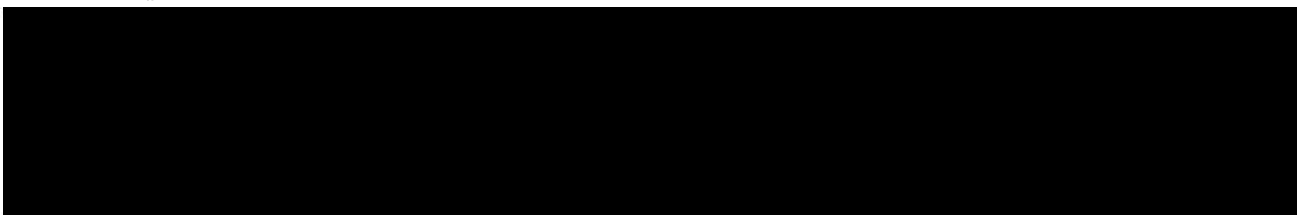
- ANNEX A - PRICES AND CHARGES
- ANNEX B - MEETINGS
- ANNEX C - DOCUMENTATION
- ANNEX D - CERTIFICATE OF ACCEPTANCE
- ANNEX E - SUPPLEMENTAL AGREEMENT
- ANNEX F - MPD CHECKS PENALTY





Delayed Delivery

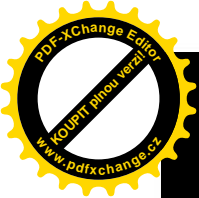
In case of delayed De [redacted] as per MGTA article 2.3.1., the Customer will pay to [redacted] contractual penalty as follows:



Delayed Redelivery

In case of delayed Redelivery to the Customer, as per MGTA article 2.12.1., [redacted] will pay to the Customer the contractual penalty as follows:





[Redacted text block]

[Redacted text block]

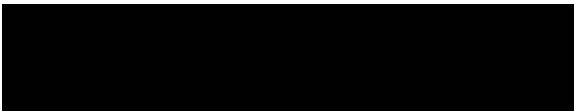
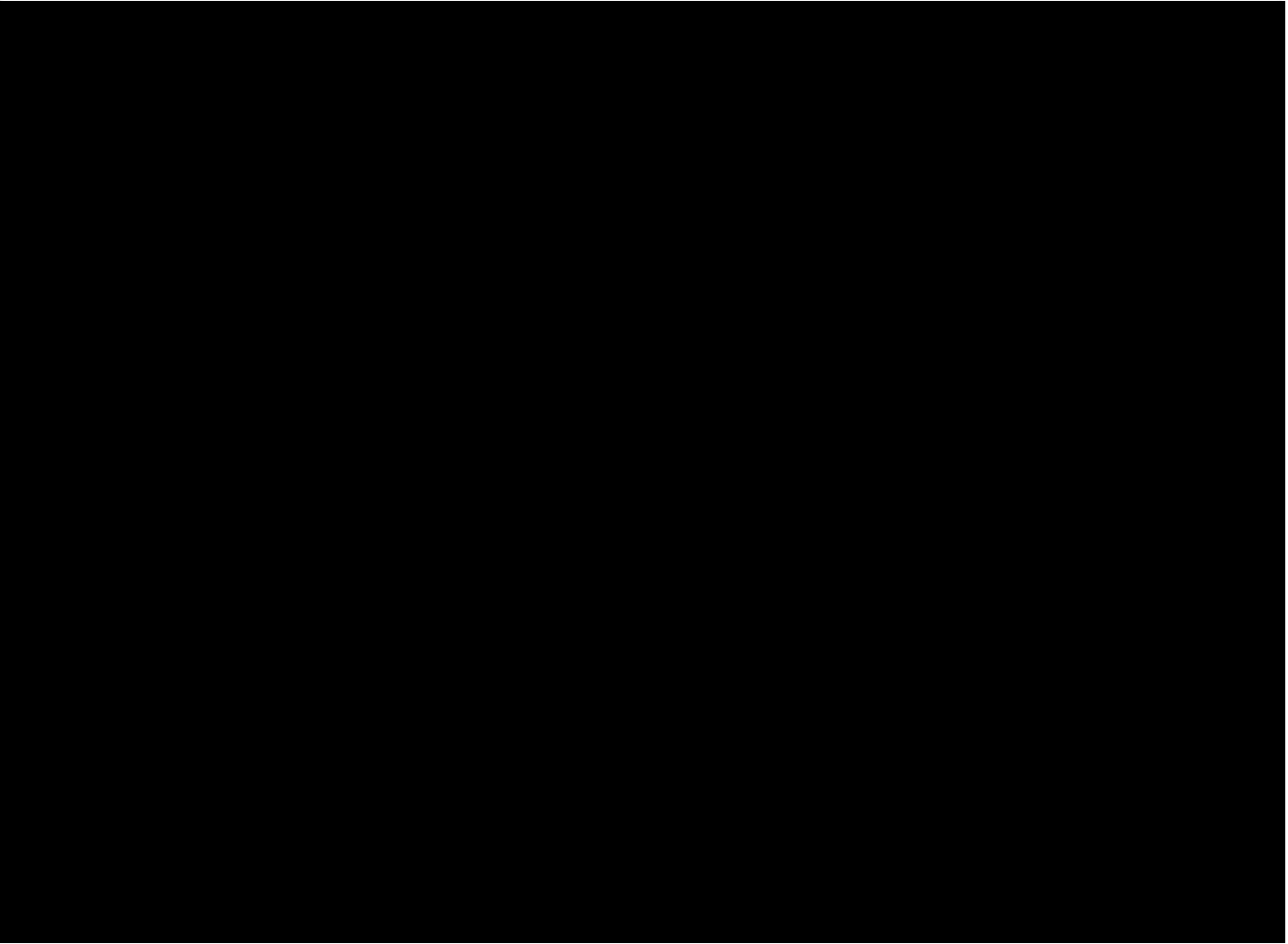
[Redacted text block]

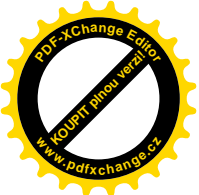




Annex B Meetings

In order that a good communication system exists, [redacted] and Customer agree on a schedule of their meetings to prepare for and execute the provisi [redacted] Services.







Annex C Documentation

During the performance of the Heavy Maintenance Visits various information between Customer and [REDACTED] is exchanged. This Annex ensures a structured way of information exchange.

Documentation supplied to [REDACTED] before Delivery

If applicable for subject Heavy Maintenance Visit, Customer shall supply the following information in separate order to [REDACTED]

- All onboard documentation, including Aircraft technical log and cabin log.
- The complete Workpackage
- Airbus taskcards
- Customer customized taskcards
 - Taskcards
 - Maintenance Instructions
 - Aircraft Modifications
- Structure Repair Manual (SRM)
- Aircraft Maintenance Manual (AMM)
- Wiring Diagram Manual (WDM)
- Illustrated Parts Catalog (IPC)
- Service Bulletins (SB)
- Airworthiness Directives (AD)
- Buyer furnished equipment - Component Maintenance Manuals (CMM)
- Cabin lay-out drawing
- Paint drawing

Documentation supplied to Customer at Redelivery

For each subject Heavy Maintenance Visit, [REDACTED] shall supply the following information in separate order to Customer.

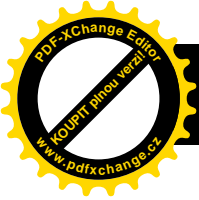
- Certificate of Release to Service.
- Summary list of performed Routine V
- Summary list of performed Additional Work, specified in modifications, open defect, etc..
- List of performed Airworthiness Directives.
- List of all structural damage found.
- Summary list of performed Repairs.
- List of deferred items.
- List of findings specified per taskcard
- List of components removed, overhauled and reinstalled.
- List of exchanged components, including EASA form 1 or equivalent.
- Aircraft weighing report, if applicable.
- Check flight report, if applicable.

Documentation supplied to Customer within one (1) month after Redelivery

- All stamped and performed Routine Work.
- All stamped and performed Additional Work , specified in modifications, open defect, etc..
- All stamped and performed Repairs, including approved data and all relevant data.

Customs





Documentation and information required for Customs Clearance at the maintenance of aircraft

For economic regime permits

- Invoice (for value of revised)
- Certificate of Airworthiness (if available)
- Contract or order (both confirmed)

These documents must be sent immediately after the revision is confirmed, but no later than 20 days before the beginning of revision.

Before the arrival of an airplane

- Number of flight
- Time and destination of departure
- Time and destination of arrival
- Weight of an aircraft

These informations are required at least 48 hours before the arrival of an airplane

(If the time of flight happens to be on weekend we require these informations to be delivered before 12am on Friday before the given weekend.)

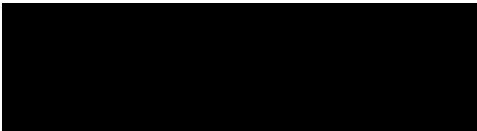
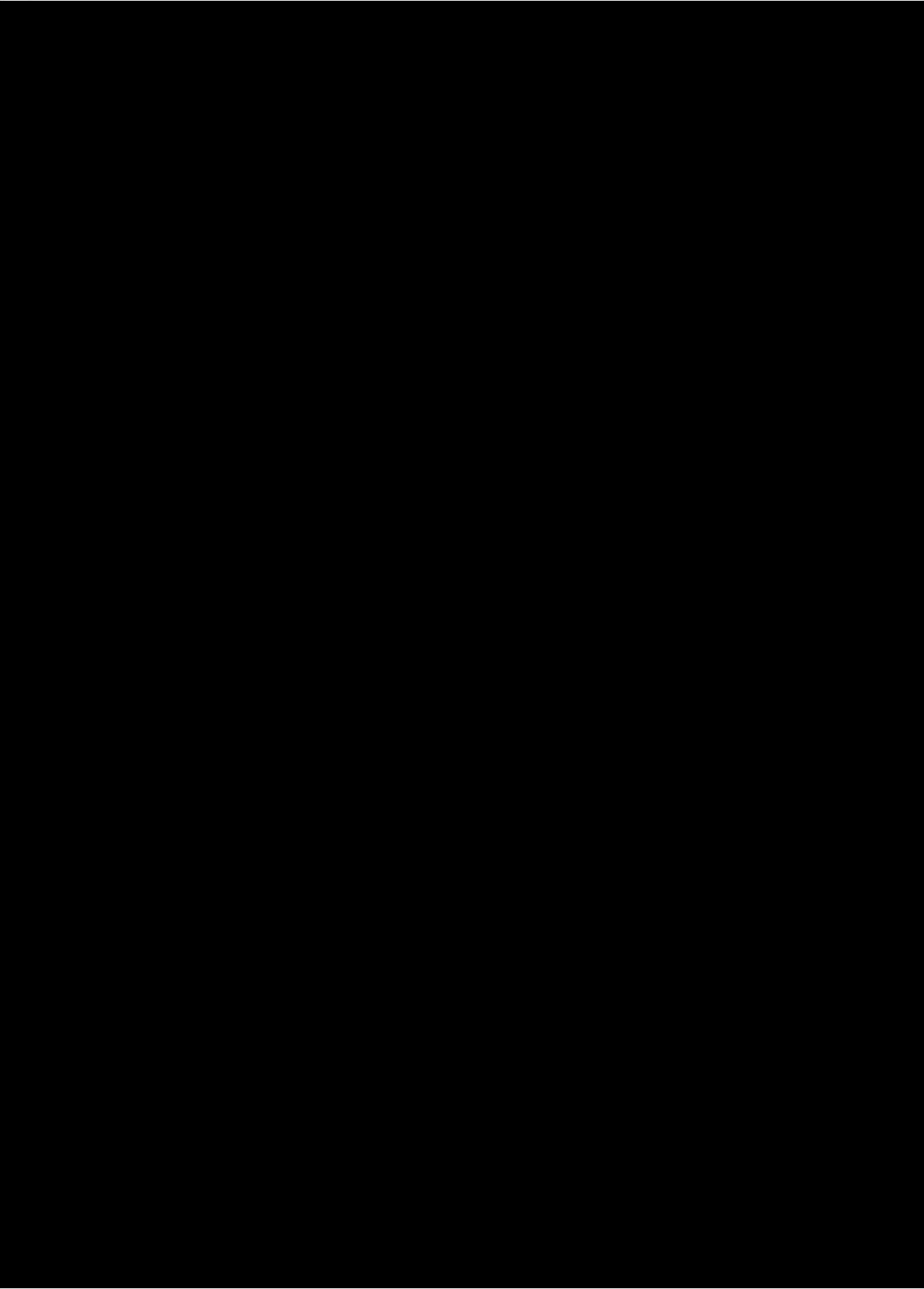
Before departure of an airplane after repair

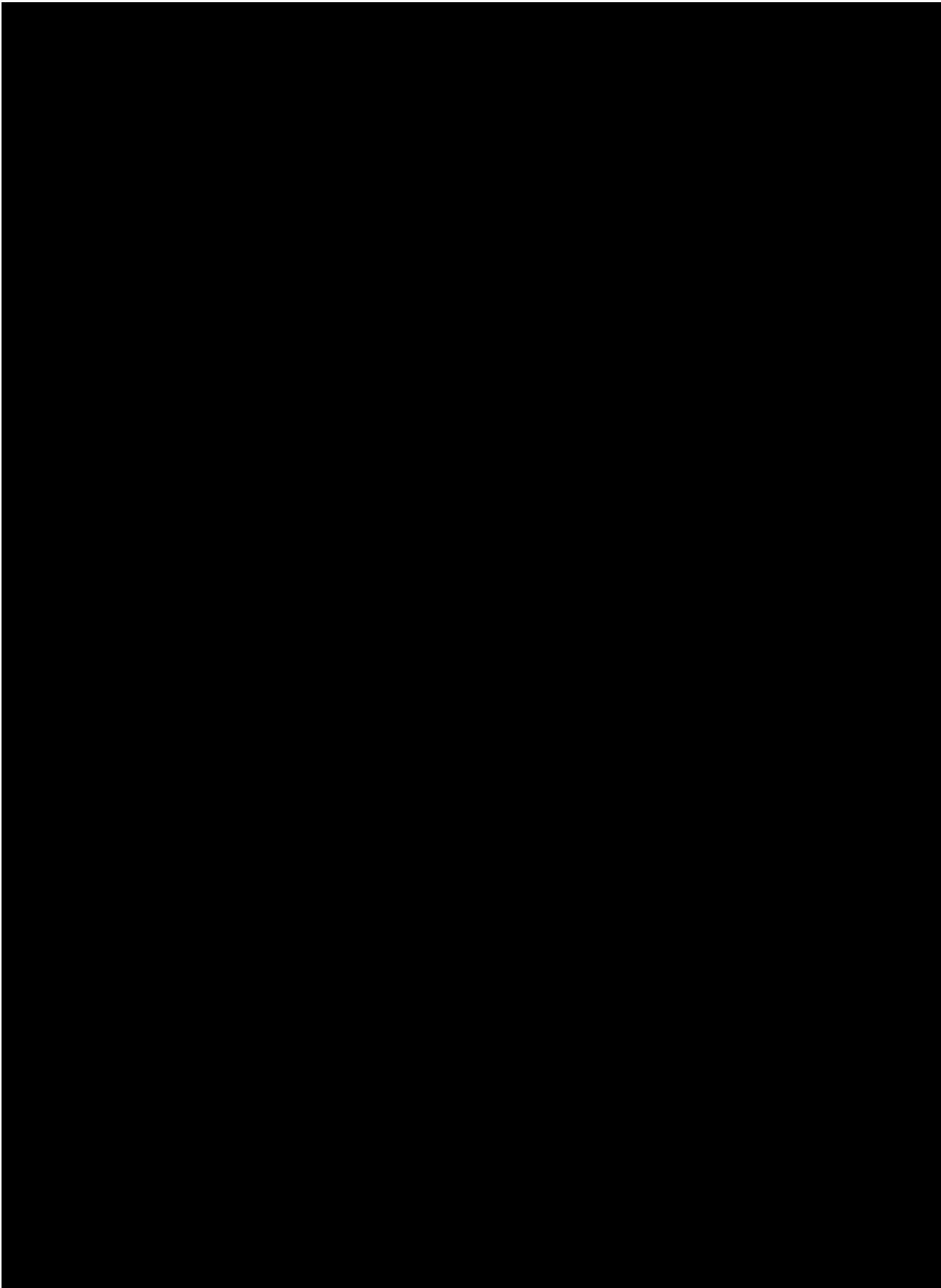
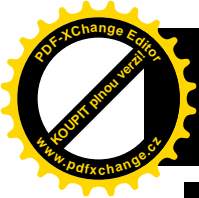
- Number of flight
- Time of departure
- Destination of flight

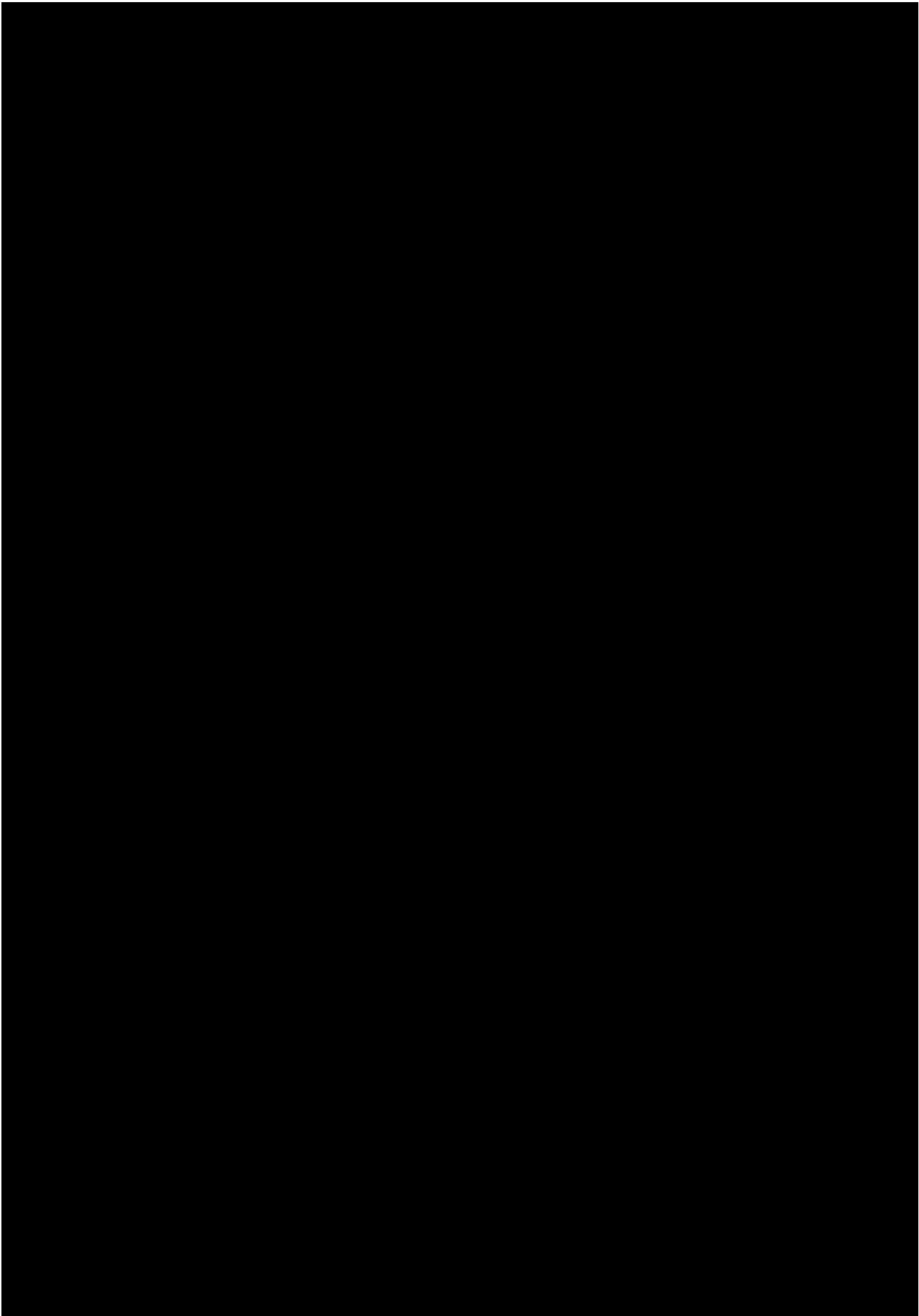
These informations are required at least 24 hours before the departure of an airplane.

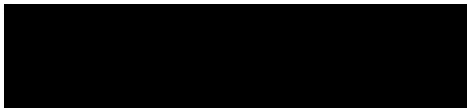
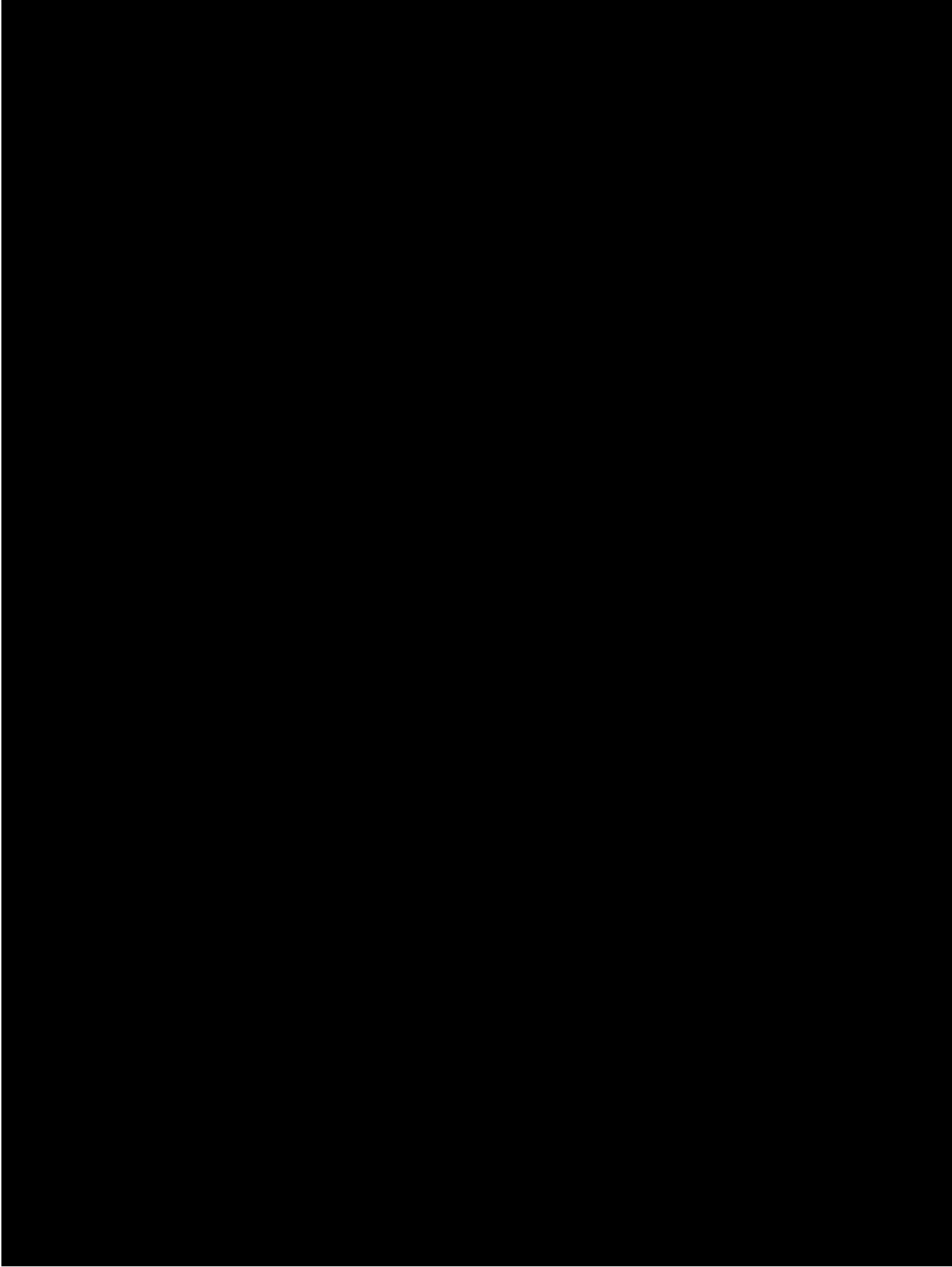
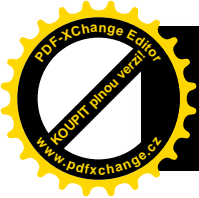
(If the time of flight happens to be on weekend we require these informations to be delivered before 12am on Friday before the given weekend.)

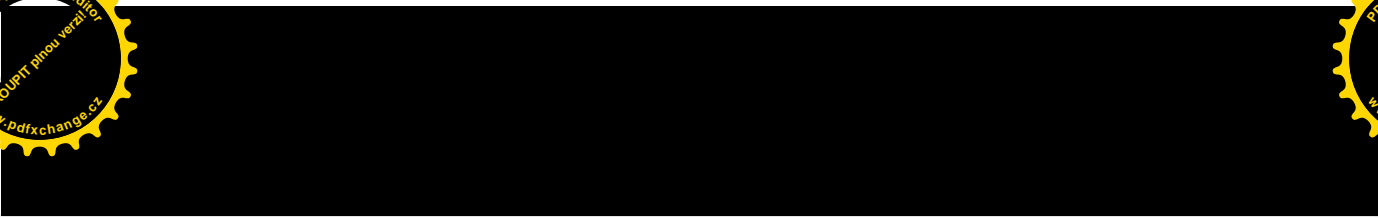
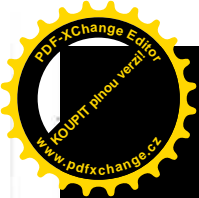




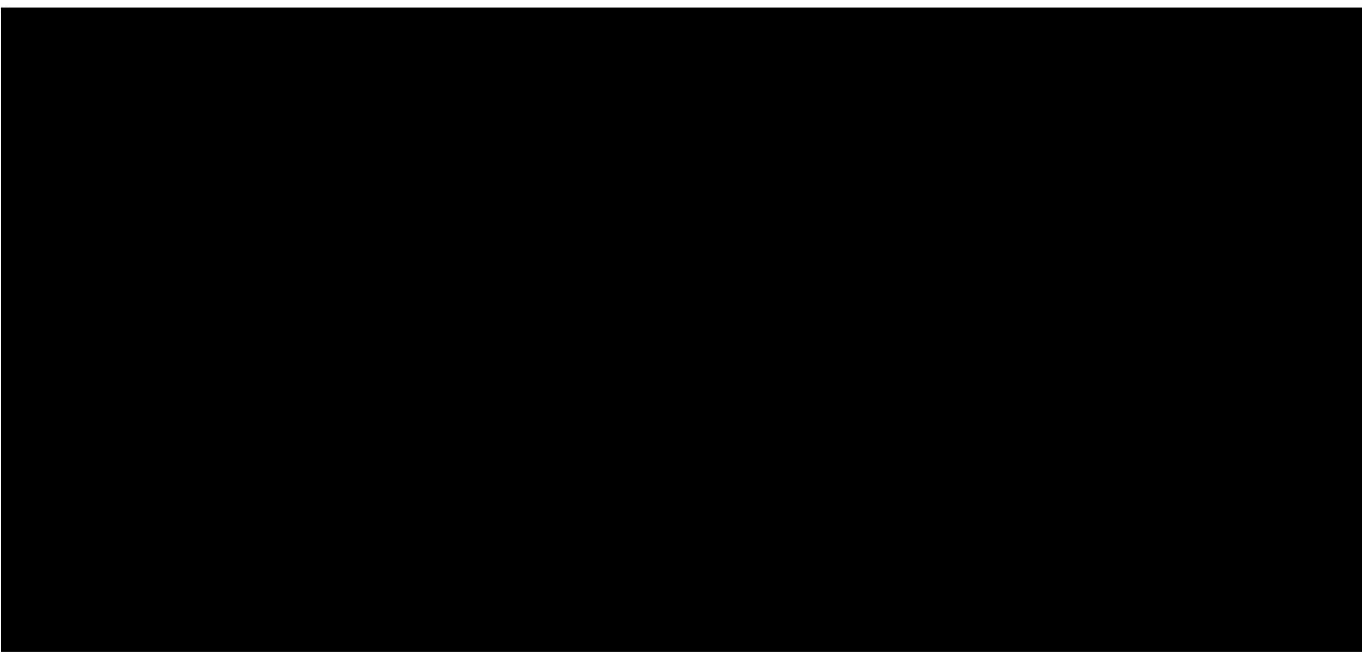


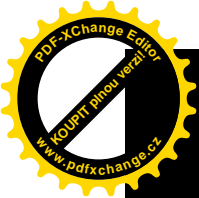






**SUPPLEMENTAL AGREEMENT NO. [•]
TO THE
Maintenance General Terms Agreement No.: [•],
between the Customer and [•] for the performance of [•]
Aircraft maintenance.**





Price





Contractual Penalties.

Contractual penalty for Late Delivery:	applicable/not applicable
Contractual penalty for Late Redelivery:	applicable/not applicable



Name:
Title:



Name:
Title:



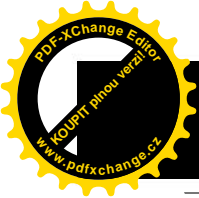
Signature:

Date:

Name:
Title:

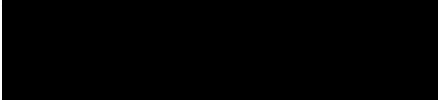
Signature:

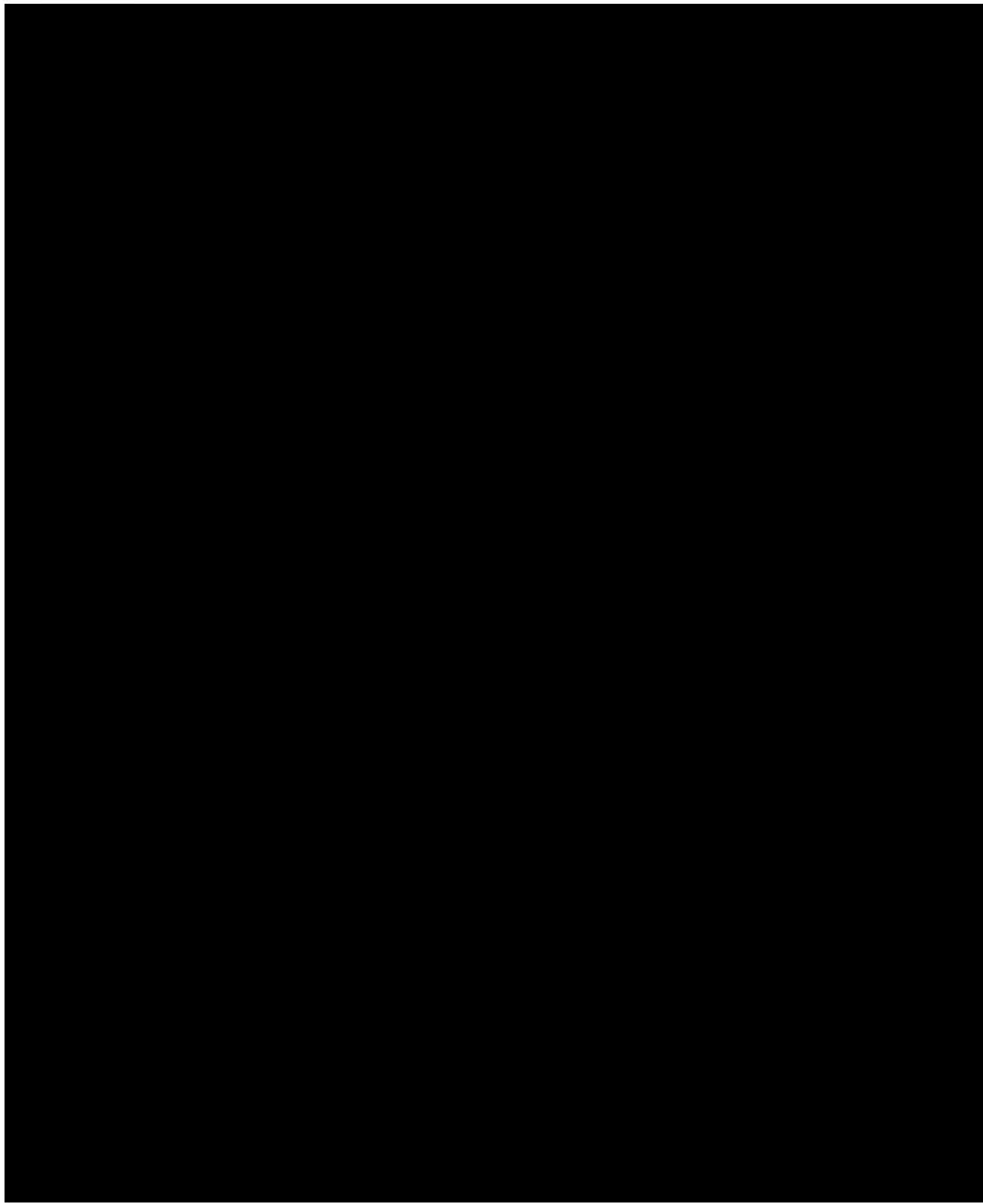


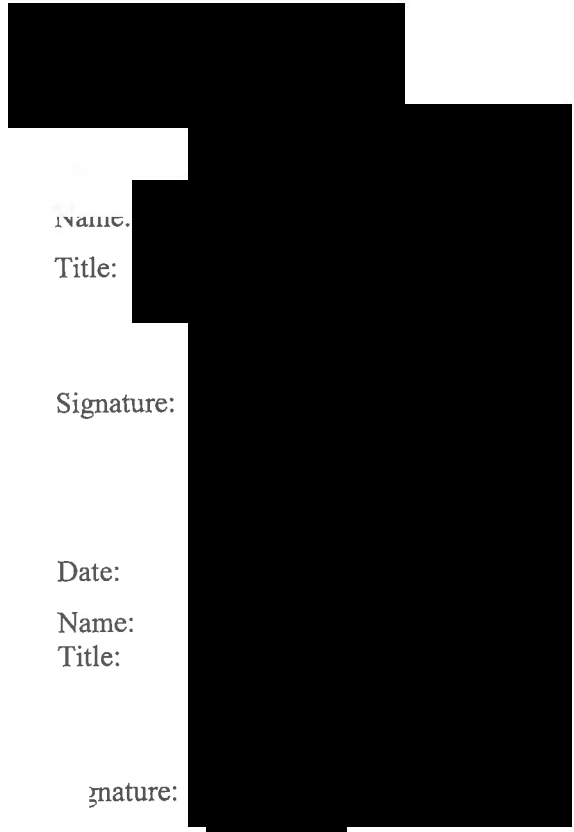


Annex No.1 to SA

List of Task Cards







Name:
Title:

Name:
Title:

Signature:

Date:

Name:
Title:

S

Signature:

