

# CONTRACT FOR MI-17 MAINTENANCE TRAINING No. 14423/17

## 1. CONTRACTUAL PARTIES

XXX

(hereinafter the "Client")

and

**LOM PRAHA s.p.**

Entered in the Commercial Register administered by the Municipal Court in Prague, Section ALX, File 283

Registered office:	Tiskařská 270/8, Prague 10, Postcode 108 00
Authorized to act:	Mr. Roman PLANIČKA - Director
ID Number:	00000515
Tax ID Number:	CZ00000515
Bank details:	Česká spořitelna, a.s., Olbrachtova 1929/62, 140 00, Czech republic
Account number:	994404-0841472002/0800
SWIFT:	GIBACZPX
IBAN:	CZ6708009944040841472002
Representatives:	Mr. Petr CHIPRIANOV, Business development Manager Flight training Cell phone: +XXX Fax: + XXX

E-mail: **XXX**

(hereinafter the "Provider");

(collectively referred to "Parties" and each may be referred individually as a "Party").

## 2. OBJECTIVE

### 2.1. Subject of the Contract

2.1.1. Provider provides the Client with Refresher Mi-17 Maintainer (MX) training and associated services in the scope and conditions given by this Contract. The Client pays for this Service to Provider.

### 2.2. Scope of the Service

2.2.1. Refresher Mi-17 MX training for personnel nominated by **XXX**.

2.2.2. Training is considered refresher training. Students shall be qualified/rated aircraft maintainers with good knowledge on Mi-17 systems.

### **3. CONDITIONS**

#### 3.1. Entry conditions

3.1.1. No special entry conditions are set up,

3.1.2. Following documentation shall be provided before commencement of the training:

3.1.2.1. Name, surname, DOB, passport or ID card number (passport/ID card copy is preferred),

3.1.2.2. Number of Maintainer's License (if issued),

3.1.2.3. Aeronautical education. Provide copy of certificate/license issued by a Flight Training Organization (or a school), if applicable,

3.1.2.4. Experience (aircraft maintenance working history, rating achieved).

### **4. SCOPE OF THE TRAINING**

#### 4.1. Course of the Training

4.1.1. The training under this Contract is set up for **up to XXX students**,

4.1.2. Training course will be provided from **XXX**

### **5. FACILITIES**

5.1. Place of Service is the Czech Republic. The training is provided by LOM PRAHA s. p. Flight Training Center (CLV) in city of Pardubice.

### **6. TRAINING COURSE CONTENT**

**XXX**

### **7. CURRICULUM AND TRAINING SYLLABUS**

### **8. RESPONSIBILITIES**

8.1. Client (**XXX**) provides

8.1.1. Necessary participant's data (one month in advance) as in a paragraph above

8.2. Provider (LOM PRAHA) provides:

8.2.1. **XXX**

8.2.2. **XXX**

8.2.3. **XXX**

8.2.4. **XXX**

## **9. FINANCIAL OBLIGATIONS**

### **9.1. Price and terms of payment**

#### **9.1.1. Price**

9.1.1.1. Price for the Training provided under this Contract is: **XXX** without VAT,

9.1.1.2. The price of the services associated with the training (accommodation costs, costs for meals, insurance, and transportation) shall be paid against the respective bill/invoices delivered by the Provider to the Client.

#### **9.1.2. Terms of payment**

9.1.2.1. Client will pay **XXX** % of the value of this Contract within 15 days after the training conclusion.

## **10. FINANCIAL LIABILITIES OF THE PARTIES**

10.1. In case of a late start to performing the Service for reasons lying on the side of Client, the Provider has the right to impose contractual penalty. In this case the Client shall pay the Provider for each day of delay a contractual penalty in the amount of **XXX** % of the sum for the respective Service ordered, but not more than **XXX** % of the amount for the respective Service ordered, within **XXX** calendar days after the day the Provider has sent (postal stamp) the bill for contractual penalties. The payment of penalty does not release from the Contract obligations.

10.2. If the Client fails to do payments indicated in the time limits set forth in the Contract, the Provider has the right to impose Contract penalty. In this case the Client pays the Provider the penalty for each day of delay in the amount **XXX** % of unpaid sum, but not more than **XXX** % of the unpaid sum, within **XXX** calendar days after the day the Provider has sent the bill for contractual penalties. The payment of penalty does not release from the Contract obligations.

10.3. In case of a late start to performing the Service for reasons lying on the side of Provider, the Client has the right to impose contractual penalty. In this case the Provider shall pay the Client for each day of delay a contractual penalty in the amount of **XXX** % of the sum for the respective Service ordered, but not more than **XXX** % of the amount for the respective Service ordered, within **XXX** calendar days after the day the Client has sent (postal stamp) the bill for contractual penalties. The payment of penalty does not release from the Contract obligations.

## **11. TERMINATION OF THE CONTRACT**

11.1. Parties may terminate the Contract before the end of the term of the Contract by mutual agreement.

- 11.2. Client has the right to unilaterally withdraw from the Contract without Provider's agreement if the provider exceeds the deadline for performance of the Service for more than **XXX** calendar days.
- 11.3. Provider has the right to unilaterally withdraw from the Contract without Client's agreement if the Client exceeds the start day for performance of the Service for more than **XXX** calendar days.
- 11.4. In cases defined in Clause 11.2. and 11.3. of this article of the Contract is considered to be terminated on the seventh day after Provider / Client has dispatched a notification of withdrawal (registered letter).
- 11.5. When terminating the Contract in cases defined by Clause 11.2. the Provider shall pay the contractual penalty and reimburse all losses caused to the Client based on the invoice submitted by the Client.
- 11.6. When terminating the Contract in cases defined by Clause 11.3., shall the Client within **XXX** calendar days from receipt of Provider invoice pay the contractual penalty and reimburse all losses caused to the Provider based on the invoice submitted by the Provider.

## **12. MISCELLANEOUS**

- 12.1. Force Majeure
- 12.1.1. The contractual Parties will not be liable for the partial or complete non-fulfillment of their obligations according to this Contract, if this is caused by circumstances of force majeure, in particular fire, floods, earthquakes, strikes, wars or the inactivity or delay of state authorities.
- 12.1.2. Circumstances of force majeure refer to such circumstances that occur upon conclusion of the Contract in consequence of unforeseeable and unavoidable events of an extraordinary nature.
- 12.1.3. In the case of occurrence of the circumstances set out in clause 7.1. and 7.3. of this Contract hereof, the deadline for fulfillment by the contractual Parties according to this Contract will be delayed proportionally to the duration of these circumstances and their consequences. Should these circumstances last longer than 3 months, either of the contractual Parties is authorized to refrain from further fulfillment of the Contract. In this case, neither of the contractual Parties is authorized to demand compensation of potential incurred damages from the other contractual Party.
- 12.1.4. The contractual Party for which it is impossible to fulfill the obligations according to this Contract will be obliged to inform the other contractual Party immediately of the occurrence of the aforementioned circumstances and their conclusion.
- 12.2. Miscellaneous Provisions
- 12.2.1. Relations between the contractual Parties are governed by the Law of the Czech Republic.
- 12.2.2. Parties resolve disputes and disagreements that may arise as a result of fulfillment of the Contract or in regard to the Contract by mutual negotiations. If Parties are unable to come to an agreement, the disagreements shall be resolved with final validity by the court.
- 12.2.3. Neither Party may transfer the rights and/or obligations from this Contract to a third Party without prior written consent. The contractual Parties have agreed that they will

inform each other immediately of any facts that concern the change of any basic identification information, including legal succession.

12.2.4. The language of any verbal proceedings and written correspondence related to the fulfillment of this Contract is English.

1.1.1. The Provider is not liable to the Client for any damages caused by trained personnel and after completion of Service.

1.1.2. Both contractual Parties declare that they are authorized to trade the goods according to the subject of this Contract and undertake to adhere to the rules of international inspection systems.

12.3. Final Provisions

12.3.1. This Contract is compiled in two counterparts of 8 pages, each of which has the validity of an original. Each contractual Party receives one counterpart.

12.3.2. This Contract is valid and becomes effective upon signature by both the Parties and on the day of its publishing in the Registry of contracts according to the Act No. 340/2015 Coll. LOM PRAHA s.p. undertakes publishing of the contract.

12.3.3. The contractual Parties declare that they are not aware of any facts that would preclude the prevention of the Contract and take into account that they are fully liable for the legal consequences arising from any false information deliberately provided by them. In testimony of their agreement to the contents of this Contract, they affix their signature beneath it.

dated 2017

dated 7.8. 2017

**XXX**

Director of LOM PRAHA s.p.

Mr. Roman Planička

*Client's stamp and signature*

*Provider's stamp and signature*