



## IATA STANDARD GROUND HANDLING AGREEMENT (SIMPLIFIED PROCEDURE) EASA Part M / Part-145 LINE MAINTENANCE CONTRACT

**ANNEX B 1.0** LOCATION(S), AGREED SERVICES AND CHARGES to the Standard Ground Handling Agreement (SGHA) of version 2013

between



and

#### Czech Airlines Technics, a. s.

having its principal office at: Jana Kašpara 1069/1 160 08 Prague 6 Czech Republic Company's ID number: 27145573 VAT Reg. No.: CZ699003361 holding EASA Part-145 approval certificate no. CZ.145.0067 hereinafter referred to as **the "Handling Company**", or "**CSAT**".

Carrier and Handling Company together also as "Parties" and/or individually "Party"

Effective from: This Annex B 1.0 for the location: **Valid from:** and replaces: 30<sup>th</sup> June 2016 Prague (PRG) **30<sup>th</sup> June 2016** 

**PREAMBLE:** This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of version 2013 as published by the International Air Transport Association, shall apply to this Annex B1.0 ("Annex B"), as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A. In the event of any inconsistency between the provisions of the Main Agreement, Annex A and this Annex B, provisions of this Annex B shall prevail.

### CZECH AIRLINES TECHNICS PARAGRAPH 1 - SCOPE OF WORK



1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the Carrier with the following services of Annex A ("Services") at the following rates:



- 1.2 All the prices stipulated by this Annex B do not include VAT or local taxes. VAT (if any) shall be treated in accordance with Czech VAT law in force that complies with the EU VAT law.
- 1.3 No extra charges will be made for providing the Services at night or on legal holidays.
- 1.4 Aircraft registration number(s) to Aircraft Type(s) stated in Paragraph 1 of this Annex B are stated in Air Operator Certificate (AOC) document of the Carrier.

#### PARAGRAPH 2 - ADDITIONAL CHARGES

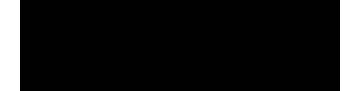
2.1. The Handling Company shall, at the request of the Carrier, provide the Carrier with the following services, respectively with the following services of Annex A, at the following rates (charges for provision of the below specified services are not included in the charges for provision of Services as per sub-paragraph 1.1 of this Annex B):



2.2 Services not included in the above handling charges under Paragraph 1 and Paragraph 2 of this Annex B will be charged for at the rates to be agreed in advance between the Parties.

#### **PARAGRAPH 3 - DISBURSEMENTS**





#### PARAGRAPH 4 - AIRCRAFT MAINTENANCE SERVICES

- 4.1 Notwithstanding the second sentence of Sub-Article 5.1 of the Main Agreement, insofar as it refers to the services of section 8 of Annex A, in the absence of Technical Instructions from the Carrier, the Handling Company shall promptly seek Technical Instructions from the Carrier but shall take no action pending receipt of such Technical Instructions. The Handling Company will not be held responsible for any flight delay resulting from lack of Technical Instructions from the Carrier.
- 4.2 It is the Carrier's responsibility to ensure that the conditions in this Annex B are acceptable to its appropriate authorities.
- 4.3 It is understood that the signature of the Handling Company's ground engineer in the technical log of the Carrier's aircraft only certifies the correct performance of routine checks and rectification of flight and/or ground discrepancies related to the checks performed. The Handling Company assumes no responsibility for the Airworthiness of the Carrier's aircraft.
- 4.4 The Handling Company is using and shall maintain EASA Part-145 approval certificate number CZ.145.0067.
- 4.5 The Certificate of release to service will be provided by the Handling Company Certifying Staff in accordance with the current EASA Part 145 regulations and in accordance with Maintenance Organisation Approval Certificate Maintenance Organisation Approval Schedule of the Handling Company. For avoidance of any doubt the Carrier and CSAT agree that a certificate of Release to Service will be released by CSAT only for Aircraft Types stipulated in Maintenance Organisation Approval Certificate of CSAT.
  - 4.5.1 **Maintenance Facility**: means CSAT's facility at Václav Havel Airport Prague for the purpose of the provision of the Services or other services specified in this Annex B; or another facility when mutually agreed by the Parties.
  - 4.5.2 **Maintenance Organization Exposition**: means Maintenance Organization Exposition for the Maintenance Facility as approved by competent Airworthiness Authority (CAA) in accordance with Part-145 CSAT Certificate number (CZ.145.0067).
  - 4.5.3 **Release to Service**: means the issuance of a certificate of Release to Service by CSAT under its Part-145 Approval and in accordance with Maintenance Organisation Approval Certificate Maintenance Organisation Approval Schedule of the Handling Company.
  - 4.5.4 EASA: means European Aviation Safety Agency.
  - 4.5.5 **Civil Aviation Authority** (CAA) of Czech Republic (Úřad pro civilní letectví) is the competent Authority of the Handling Company.

PARAGRAPH 5 - TRANSFER OF SERVICE





## PARAGRAPH 6 - LIMIT OF LIABILITY

The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:

#### PARAGRAPH 7 - OBLIGATIONS OF THE HANDLING COMPANY



#### PARAGRAPH 8 - AIRWORTHINESS DATA



8.2 It is the responsibility of the Carrier to ensure that the latest and valid revisions of technical documentation and/or check sheets are available to the Handling Company to fulfil the technical services agreed in this Annex B at the location(s) concerned.





#### PARAGRAPH 9 - SPARE AND POOL PARTS ADMINISTRATION

- 9.1 The Handling Company is responsible for checking that all spare parts or pool parts, which are to be fitted on the Carrier's aircraft, at location in question, are in compliance with the applicable EASA Part-145 requirements. This requires the Handling Company to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Handling Company reserves the right to reject a part provided by the Carrier or its pool partner, if compliance with the above cannot be assured.
- 9.2 It is the Carrier's responsibility to specify which spare parts/pool parts the Handling Company shall administer and store.

#### PARAGRAPH 10 - AUDITING

- 10.1 The Carrier may, by prior written notice to the Handling Company at its own cost, engage the Handling Company for the purpose of auditing at the location designated in this Annex B. Such notice shall contain a description of area(s) to be audited.
- 10.2 Audit findings and any corrective actions, will be jointly evaluated by the Handling Company and the Carrier Quality Assurance Departments. The Handling Company will be obliged to respond with corrective actions within the agreed period to any non-conformity notified by Carrier and accepted by the Handling Company. The Handling Company shall take in place adequate corrective and preventive actions in order to remove discrepancies or findings arising from Quality Audits or inspections performed by the Carrier and accepted by the Handling Company. Such actions should include root cause analysis and must prevent finding reoccurrence.

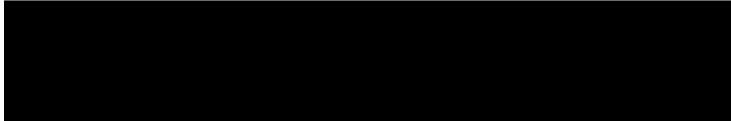
#### PARAGRAPH 11 - SETTLEMENT OF ACCOUNT





## PARAGRAPH 12 - COMMUNICATION









#### PARAGRAPH 13 - NOTIFICATION

13.1 In accordance with Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective Parties as follows:



# PARAGRAPH 14 - DURATION, MODIFICATION AND TERMINATION



#### PARAGRAPH 15 - GOVERNING LAW AND DISPUTE RESOLUTION





#### PARAGRAPH 16 - MISCELLANEOUS

- 16.1 The Handling Company shall perform the handling services and any of its obligations under this Annex B in accordance with best international industry standards for the provision of equivalent services.
- 16.2 Parties agreed that If a force majeure event prevails for a continuous period of fourteen (14) calendar days, the Party not claiming force majeure may terminate this Annex B with immediate effect by notice in writing to the other Party (claiming force majeure), such termination being without prejudice to accrued rights or remedies prior to such termination.
- 16.3. No failure or delay by a Party to exercise any right or remedy provided under this Annex B or the Main Agreement or Annex A or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.4 If any court or competent auth ority finds that any provision of this Annex B (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Annex B shall not be affected.
- 16.5 The confidentiality obligations of the Carrier and Handling Company under Article 2.2 of the Main Agreement shall be extended to any confidential information concerning the business, affairs, customers, clients or other confidential information of the other Party.