



**Air Navigation Services  
of the Czech Republic**

## **FRAMEWORK AIRCRAFT MAINTENANCE CONTRACT**

Contracting Parties:

**Air Navigation Services of the Czech Republic, state enterprise**

established and operating in compliance with the laws of the Czech Republic,  
with its registered office at: Navigační 787, Jeneč, postal code: 252 61, Czech Republic

Reg. No.: 497 10 371, Tax ID No.: CZ699004742

registered in the Commercial Register at the Municipal Court of Prague,

Section A, Insert 10771

represented by: Mr. Jan Klas, Director General

Bank: CSOB Praha 5, Account No.: 8815280/0300

IBAN: CZ12 0300 1712 8000 0008 8153

SWIFT: CEKOCZPP

(hereinafter referred to as the „**Customer**“)

and

**Aerodata AG**

established and operating in compliance with the laws of Germany  
with its registered office at: Hermann-Blenk-Straße 34-36, Braunschweig, postal code: 38108,  
Germany

Reg. No.: HR B 5217, Tax ID No.: DE 114884066

registered in the Commercial Register at the District Court of Braunschweig (Amtsgericht  
Braunschweig),

Section N/A, Insert N/A

represented by: Neset Tükenmez, Executive Director

Bank: Volksbank BraWo, Account No.: 1234307000

IBAN: DE11 2699 1066 1234 3070 00

(hereinafter referred to as the „**Provider**“)

as of this day have concluded this Framework Aircraft Maintenance Contract in compliance with  
Section 1746 (2) of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the  
„**Civil Code**“)

(hereinafter referred to as the „**Contract**“)

**The Contracting Parties, aware of their obligations under this Contract, and with the intention to be bound by this Contract, have agreed on following text of the Contract:**

## **1. THE PREAMBLE AND DECLARATIONS OF THE PARTIES**

### **1.1 The Customer declares that:**

1.1.1 it is a legal entity duly established and existing under Czech law, it complies with all the conditions and requirements set out in this Contract and has the capacity to conclude this Contract and duly perform the obligations contained herein;

1.1.2 it is supervised by the Civil Aviation Authority of the Czech Republic CAA CZ (hereinafter referred to as the **"CAA CZ"**).

### **1.2 The Provider declares that:**

1.2.1 it is a legal entity duly established and existing under German law, it complies with all the conditions and requirements set out in this Contract and has the capacity to conclude this Contract and duly perform the obligations contained herein;

1.2.2 it is supervised by the Civil Aviation Authority of Germany, Luftfahrtbundesamt (LBA), a national authority of the Provider;

1.2.3 it is a lawful holder of certificate Maintenance Organisation Approval Certificate (MOA) according to Part-145 of Commission Regulation (EU) No 1321/2014 (hereinafter referred to as the **"Certificate"**);

1.2.4 it uses Maintenance Organisation Exposition (hereinafter referred to as **"MOE"**) approved by the LBA, a national authority of the Provider.

1.3 This Contract is issued in accordance with the recommendations of the European Aviation Safety Agency (hereinafter referred to as the **"EASA"**) attached as Appendix XI to the AMC M.A. 708 (c).

## **2. THE SUBJECT-MATTER OF THE CONTRACT**

2.1 On grounds of this Contract the Provider is obliged to provide the Customer with maintenance services specified in this Article 2 in relation to aircraft identified in Annex No. 2 to this Contract of which the Customer is an operator under Noncommercial operation with complex A/C and Specialized operations certificates (hereinafter together referred to as **"NCC/SPO"**) equipped with Flight Inspection System (hereinafter referred to as **"FIS"**). Delivery of spare parts is also part of the performance. The aircraft specified in the previous sentence hereinafter referred to as the **"Aircraft"**. Services provided by the Provider under this Contract shall compose of:

2.1.1 a Scheduled maintenance of the Aircraft in accordance with Annex No. 1 of this Contract, including the engines of the Aircraft and not including the FIS equipment (hereinafter referred to as the **"Scheduled maintenance"**), and

2.1.2 an Unscheduled maintenance of the Aircraft in accordance with Article 9 of this Contract, including repairs of damages to the Aircraft, including the engines of the Aircraft, and not including the FIS equipment, caused by failure

of component(s), repairs of damages caused by force majeure etc. The Unscheduled maintenance consists of the work of technician and spare parts required for repair of the Aircraft (hereinafter referred to as the **"Unscheduled maintenance"**), and

2.1.3 a delivery of spare parts, which are specified in Illustrated Parts Catalogue (hereinafter referred to as the **"Spare parts"**).

(Scheduled maintenance, Unscheduled maintenance and Spare parts jointly hereinafter also referred to as the **"Services"**).

2.2 The Services shall be provided in accordance with the terms and conditions set out in this Contract, in accordance with the terms and conditions set out in appropriate service orders (hereinafter referred to as the **"Service Orders"**) issued by the Customer and signed by both Contracting Parties under this Contract.

2.3 The Customer undertakes to pay for the Services set up by Article 2.1 of this Contract the price stipulated in this Contract and in accordance with its provisions.

### 3. TIME AND PLACE OF PERFORMANCE

3.1 This Contract is concluded for a defined period of time from the date of registration of this Contract in the Register of contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended and shall last for a period of 2 (two) years or until the total maximum price of the Services exceeds the amount set forth in Article 12.1, whichever occurs first.

3.2 The time to provide particular service action shall be further specified in the related Service Order or in Annex No. 1 of this Contract.

3.3 The Scheduled maintenance according to this Contract shall be provided in Provider's service center or in Hangar B, Václav Havel Airport Prague, Czech republic.

3.4 The Unscheduled maintenance according to this Contract shall be provided in the service centers or EASA authorized service facilities worldwide.

3.5 If a particular part of the Scheduled maintenance allows to be provided in another location (especially the current location of the Aircraft) or if the Contracting Parties in the particular Service Order agree upon different location, such Scheduled maintenance may be provided in that location.

3.6 The service center or EASA authorized service facility shall be agreed by the Customer.

### 4. PROVISION OF SERVICES

4.1 The Provider represents and the Customer hereby acknowledges that, the Provider is authorized to provide only those Services that fall within the following scope and comply with the following conditions:

4.1.1 scheduled Inspections Details and Out of Inspections Detail/Controlled Items as per the approved Original Equipment Manufacturer (hereinafter referred to as the **"OEM"**) maintenance manual, approved technical data or instructions/approvals provided by the EASA performed under the terms of this Contract;

- 4.1.2 corrective actions after they have been identified, proposed and accepted for repair by the Customer;
- 4.1.3 notices or directives based on regulatory information released from the EASA, CAA CZ or any other National Aviation Authority (hereinafter referred to as the "**NAA**"), as requested by the Customer and accepted by the Provider in the Service Order;
- 4.1.4 instructions released by a manufacturer product support organization as requested per the Service Order and accepted by the Provider.

## 5. SERVICE ORDERS AND SERVICE ORDER PROCEDURES

- 5.1 The conditions for the provision of the Services hereunder and the sequence of their provision is as follows:
  - 5.1.1 The Customer shall send to the Provider by email a formal written request defining the required Services (the "**Service Request**"). This information shall be sent to CAMO as well. All the requested Service actions shall be stated in the Service Request.
  - 5.1.2 Prior to commencement of the Services, the Customer and the Provider sign the Service Order(s) for the Aircraft.
  - 5.1.3 The Provider shall send to the CAMO a Work package document relevant to completed tasks specified in Work order(s).
- 5.2 The Customer is obliged to provide the Provider with all the information for completing the Service Order being at the disposal of the Customer.
- 5.3 The Service Order becomes a part of the Contract upon its execution by both Parties pursuant to the terms of this Contract.
- 5.4 In the event that any Service Order(s) procedures are required to be changed, a written agreement in the form of an amendment to this Contract shall be concluded by both Contracting Parties.

## 6. PERFORMANCE AND COMPLETION PERIOD

- 6.1 All dates and schedules in the Service Order(s) for the completion of the Services are to be treated as binding. The Provider is in delay if particular Services are not completed within the date set up by the agreed Service Order. In order to avoid any doubts the Contracting Parties explicitly agree that such delay constitutes a breach of this Contract.
- 6.2 The Provider is authorized to complete the Services before expiration of the period set up by the Service Order or this Contract. The Customer is not authorized to require the completion of the Services before expiry of the period set up by the Service Order or this Contract.
- 6.3 The Contracting Parties, on grounds of their agreement, may change the period for completion of the Services set up by the Service Order or this Contract in a particular case. The changed period becomes binding by date both Contracting Parties agree upon in form of amended and signed Service Order.



- 6.4 If not stated otherwise in the respective Service Order(s) the Provider shall commence the Scheduled maintenance by handover of the Aircraft within 14 days since the particular Service Order has been issued, and to complete the Scheduled maintenance within the periods defined in Annex No. 1 of this Contract.
- 6.5 The Aircraft shall be ferried into the service center or authorized service facility and back by the Customer's crew unless the Contracting Parties in a particular case specifically state otherwise.

## **7. MODE OF PERFORMANCE**

- 7.1 The Provider proceeds in compliance with the Aircraft Maintenance Manual, with the Documentation defined in Article 7.9 of this Contract, with documents according to Article 7.6 of this Contract, and in compliance with generally accepted best practices for aircraft maintenance and binding legislation when providing the Services. The Provider is not bound by any instructions or orders of the Customer that are not compliant with the mode of completion of the Services defined in the previous sentence.
- 7.2 The Provider informs the Customer of the incorrectness of the instructions or orders before starting the completion of particular Services. If despite such a notice, the Customer insists that the Services are to be completed as per his incorrect instructions or orders, the Provider is not liable for the damage caused by execution of such an instruction or order.
- 7.3 In the event that, during inspection and the Services performed in accordance with the Service Order, the Provider finds additional discrepancies with the Aircraft not yet included in the Service Order(s), it notes those discrepancies with the description of additional Services needed in separate report and submits them to the Customer. Prior to commencement of these additional Services, both the Customer and the Provider execute the Service Order, which will include the new scope of the Services.
- 7.4 Major Repairs shall be notified to the Customer. Provider then applies for the approval of Major Repair issued in accordance with applicable parts of Commission Regulation No. (EC) 742/2012 prior to commencement of the Services. The Provider is not obligated to provide the Services until the receiving an appropriate permit for the provision of the Services.
- 7.5 The Provider implements solely the Airworthiness Directives approved and issued by the EASA, and the U.S. Department of Transport - Federal Aviation Administration, Transport Canada, CAA CZ and Customer's NAA (airframe, engines, propellers, and vendor accessories).
- 7.6 The Services performed under this Contract shall be performed in accordance with the Aircraft Maintenance Program approved by CAA CZ and in accordance with CAMO recommendations and requirements, Aircraft Maintenance Manual, service bulletins and service letters, including amended versions of these documents. Any deviation from the Aircraft Maintenance Program will have to be approved by CAA CZ. The Provider shall provide support to the Customer.
- 7.7 The Customer shall provide the Provider with a copy of Aircraft Maintenance Program of the Aircraft.

- 7.8 The Customer shall ensure that all known defects to the Aircraft are entered in the Aircraft technical log book.
- 7.9 Before commencing the Services, the Customer shall provide the Provider with all necessary documentation being at the Customer's disposal, which includes in particular:
- 7.9.1 Aircraft flight manual (on board the Aircraft);
- 7.9.2 minimum equipment list (hereinafter referred to as the "MEL") ;
- 7.9.3 Aircraft technical log (on board the Aircraft);
- (hereinafter referred to as the "**Documentation**"), unless the Provider already has the Documentation at its disposal.
- 7.10 Upon arrival of the Aircraft at the facility designated in the Service Order, the handover protocol for induction of the Aircraft shall be performed by the Provider and the Customer to identify the Aircraft condition and any missing Documentation. Both Contracting Parties shall sign the handover protocol before the Aircraft is inducted for the Services at the designated facility.
- 7.11 The Provider provides the Customer with a copy of the latest revision of the EASA Part 145 MOE at the time this Contract is signed.
- 7.12 On the inspection date agreed on by both Parties the Customer is entitled to inspect the performance of the Services at the facilities designated in the Service Order. The Customer is not authorized to require any inspection of the completion of the Services outside the Provider's usual working hours.
- 7.13 All the parts necessary for the performance of the Services shall be supplied by the Provider in accordance with the Service Order.
- 7.14 The Provider is obliged to provide notification of any condition that could be a serious danger for the Aircraft to the competent Authorities, CAMO, the Original Equipment Manufacturer (OEM) and the Customer via the Mandatory Occurrence Report (MOR).
- 7.15 If any maintenance check flight is required to confirm that the defect has been corrected or if troubleshooting can only take place in flight, it is performed in accordance with the Customer's Documentation, the approved Aircraft Maintenance Program and the procedures as defined in the Provider's MOE. The maintenance check flight shall be provided according to rules stated in Regulation (EU) 965/2012 and made by the Customer's crew or by qualified personnel nominated by the Provider only after Customer's written approval.
- 7.16 The Provider shall permit reasonable access to the Customer's authorized personnel for the performance of Quality Surveillance upon the Provider's maintenance organization. Any detected nonconformities will be notified to the Provider by means of the issue of a Customer QA.

## 8. COOPERATION AND DUTIES OF THE CUSTOMER

- 8.1 The Customer is obliged to cooperate with the Provider at least to the necessary extent defined by this Contract, to inform the Provider properly of the applicable internal regulation and of any circumstances which may actually or potentially influence the performance of the Provider under this Contract.

- 8.2 The Customer shall deliver the Aircraft at the time and to the facility designated in the Service Order.
- 8.3 The Customer shall submit a request to CAA CZ for any deviation from the maintenance schedule in accordance with the limitations of the approved Maintenance Specification. The Contracting Parties may agree in the Service Order that the Provider will provide in this process necessary assistance from the manufacturer's engineering and technical support in order to substantiate the deviation requested by the Customer.
- 8.4 The Customer shall provide to the Provider a valid version of the approved deferred (hold) defect procedure, including MEL, for the Aircraft covered by this Contract and to keep this document updated. Provided that the deferral of Aircraft defects is provided in accordance with the MEL, the Customer's approved deferred defect procedure, including MEL, shall be followed.

## 9. UNSCHEDULED MAINTENANCE

- 9.1 If a particular Service Request includes Unscheduled maintenance the Provider provides the Customer with an estimate based on the understanding of the required Unscheduled maintenance actions the Customer has requested in the Service Request. The Provider's estimate includes the total labor, the costs of rent tools and another machines, devices etc., the completion schedule pursuant the conditions set up by this Contract, the location where Unscheduled maintenance shall be performed, and a price for such Unscheduled maintenance. All the information stated by the Provider in the estimate mentioned in this paragraph are of a binding nature. The location shall be preferably selected as close to the Aircraft current location as possible unless otherwise requested by the Customer.
- 9.2 Upon receipt of the Provider's estimate, the Customer places a written Service Order with the Provider to complete all the Unscheduled maintenance either outlined in the above-mentioned estimate or with a list describing the Unscheduled maintenance to be undertaken by the Provider.
- 9.3 The Service Order shall contain at least a specification of the Unscheduled maintenance to be provided, the time and the price of Unscheduled maintenance.
- 9.4 In the event that additional work is to be performed after Aircraft inspection to meet the airworthiness requirements of the Aircraft, the Provider shall notify the Customer in writing in the form of a estimate for additional work to be performed. Both Contracting Parties agree on the new scope by executing a written amendment to the Service Order.
- 9.5 For the purpose of setting up the time period for commencement and completion of the services the repairs shall be divided as follows:
  - 9.5.1 repairs that have no appreciative effect on the mass, balance, structural strength, reliability, operational characteristics, noise, fuel venting, exhaust emissions, or other characteristics affecting the airworthiness of the Aircraft (hereinafter referred to as the "**Minor Repairs**").
- 9.6 All the repairs not representing a Minor Repair (hereinafter referred to as the "**Major Repairs**") (Minor Repairs and Major Repairs jointly hereinafter also referred to as the "**Repairs**").

- 9.7 The Provider shall commence and complete the Unscheduled maintenance within the periods specified in agreed Service Order.
- 9.8 The Provider is obliged to do Repairs within time limits agreed in Service Order regardless of whether the Aircraft is able to fly (e.g. according to MEL) or whether it is grounded (the Aircraft on Ground situation).
- 9.9 In case of Major Repairs the period set up in agreed Service Order is not breached, if the manufacturer of the Aircraft states the Aircraft is damaged beyond repair. In such a case the Customer cannot insist on realization of the particular repair.
- 9.10 The Provider is obliged to provide all necessary cooperation with insurance companies in relation with loss adjusting in connection with Unscheduled maintenance.
- 9.11 The Acceptance Procedure of Unscheduled maintenance is governed by Article 11 of this Contract.
- 9.12 In case the Provider is in delay with its obligation to complete the Unscheduled maintenance according to this Contract and the particular Service Order for more than 14 days in case of Minor Repair or more than 60 days in case of Major Repair, the Customer is entitled to, and the Provider is obliged to pay, a contractual penalties according to Articles 18.1.2 to 18.1.6 of this Contract.

## 10. SPARE PARTS

- 10.1 The Provider is responsible to install only Spare parts (including rotables, consumables and expendables) which meet an approved data/standard and accompanied by approved documentation EASA Form One, FAA Form 8130-3 and etc. issued in accordance with AMC Part-145.A.42. Spare parts provided by the Provider could also be accepted, if the meet requirements of AMC Part-145.A.42.
- 10.2 The Provider is obliged to provide the Spare parts as:
- a part of the Scheduled maintenance
  - a part of the Unscheduled maintenance
  - a delivery without the work of technician (hereinafter referred to as the "Supply")
- 10.3 The place of handover of the Supply to the Customer is IATCC, ANS CR, Navigační 787, 252 61 Jeneč Czech Republic, unless the Contracting Parties in particular case specifically state otherwise.
- 10.4 The Supply shall be delivered DAP, or DDP if applied according to the International Chamber of Commerce INCOTERMS (2020 Edition).
- 10.5 The Contracting Parties have agreed that the Supply shall be DAP delivered until 5 days from the date of confirmed and signed Service Order at the latest, unless the Parties in particular case specifically state otherwise. The DAP delivery clause is acceptable provided that the goods are delivered from EU countries, otherwise the DDP delivery clause will be applied, whereas the date for delivery as stated in first sentence of this paragraph applies also for case of DDP delivery.
- 10.6 The risk of damage to the Supply shall pass to the Customer on DAP delivery, or DDP delivery if applied, as per INCOTERMS 2020 (2020 Edition). The DAP delivery clause is

acceptable provided that the goods are delivered from EU countries, otherwise the DDP delivery clause will be applied.

- 10.7 The ownership right shall pass to the Customer at the same date as DAP delivery or DDP delivery if applied.
- 10.8 The Provider can rent the Spare parts, when operationally suitable for the operation of the Aircraft.

## 11. ACCEPTANCE PROCEDURE

- 11.1 The Services shall be completed and accepted at designated facility by the Customer as outlined in the Service Order and are based on the assumptions noted in the paragraphs below:
  - 11.1.1 The Provider shall notify the Customer at least 2 days prior to the date of the completion of Services and the Aircraft being available for inspection (hereinafter referred to as the **"Inspection Date"**).
  - 11.1.2 The Customer will inspect the scope of Services at the facilities designated in the Service Order on the Inspection Date. In the event the Services are not in compliance with the Service Order, the Customer shall specify to the Provider in writing any deficiencies with the Services. Following the remedy of such deficiencies, the Contracting Parties will continue the acceptance procedure. The Customer may elect to waive such inspection and accept the Services by waiver as described in Article 11.1.3 below.
  - 11.1.3 If the Customer fails to inspect and accept the Services at the Inspection Date specified for reasons not attributable to the Provider, such a failure is considered to be a waiver of the inspection (the **"Inspection Waiver"**) and the inspection is deemed to be completed.
  - 11.1.4 If the Services are in compliance with the terms of the Service Order, the Customer will execute either a Provider's Certificate of Acceptance or a Provider's Certificate of Acceptance with a Waiver of Inspection (jointly the **"Certificate of Acceptance"**), sent by email or fax. The Customer's execution of this document constitutes the final acceptance of the Services and serves as the Customer's acknowledgement that the Services conform to the specification of the Service Order (the **"Acceptance"**). The Inspection Waiver has the same consequences as the Certificate of Acceptance meaning that if the Inspection Waiver occurs, the Services are deemed to be accepted by the Customer. The date of execution of the Certificate of Acceptance by the Customer or the date of Inspection Waiver is deemed to be the acceptance date (hereinafter referred to as the **"Acceptance Date"**).
  - 11.1.5 The Customer is responsible for ferrying or removing the Aircraft from the designated facility of the Provider. The Customer will remove the Aircraft within 5 days after it is notified to do so by the Provider. The Provider may issue such notice after 5 days following the Acceptance Date.
- 11.2 The Provider will perform the release of the Aircraft to service in accordance with the own MOE procedures to certify the maintenance and to return the airworthy Aircraft to service.

- 11.3 The Provider shall issue certificates or release to service in accordance with EASA Part 145. All maintenance work carried out shall be certified as per EASA Part 145 in the Customer 's aircraft technical log.
- 11.4 On the completion of Services, the Provider shall supply to the Customer a package containing the following information regarding the completed Services:
- Certificate of release to service
  - list of any service bulletins embodied
  - list of airworthiness directives complied with
  - list of all discrepancies found
  - list of all deferrals
  - original documentation of material installed/used rotables/consumables
  - list of repairs
  - test bench report
  - task card list
- 11.5 Release to service of the Aircraft after incomplete maintenance by the Provider must be brought to the attention of the Customer. The Provider will advise the Customer of any maintenance tasks which is deferred for later accomplishment and must obtain agreement for such deferment.

## 12. REMUNERATION AND PAYMENT CONDITIONS

- 12.1 The total maximum price for the performance according to this Contract shall amount to EUR **877.991 excluding VAT**, including all other costs, taxes, duties and fees.
- 12.2 The price of the Scheduled maintenance specified in Annex No. 1 to this Contract shall [REDACTED]
- 12.3 The hourly rate of the Unscheduled maintenance provided under this Contract is:  
[REDACTED]  
[REDACTED]
- 12.4 The price of the Unscheduled maintenance and the Spare parts/Supply shall be specified in Service Order(s). The Provider is obliged to supply or rent the Spare parts at the usual price.
- 12.5 The Customer shall refund costs of transport, accommodation and travel costs of the Technicians:
- a) transport costs of the Technicians from the Provider's premises to the place, where the Aircraft is located and back (in case of public transport – the economy travel class),
  - b) accommodation of the Technicians in single/double room (in a three/four star hotel standard),
  - c) other travel costs shall be agreed in writing form by Customer, otherwise they will not be reimbursed .



- 12.6 Any change of the contractual price has to be performed by a written amendment concluded by both Contracting Parties in compliance with the Public Procurement Act No. 134/2016 Coll., on Public Procurement, as amended.
- 12.7 The price is payable in EUR. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax, as amended and the Directive 2006/112/EC. Total contractual price for the performance of the Contract under this Contract is final, including all taxes (except VAT). In the event the Customer is required in accordance with the Act. No. 586/1992 Coll., on Income Tax, or with the applicable treaty for the avoidance of double taxation to withhold or deduct taxes upon payment of the contractual price, the Provider will receive the amount after the deduction.
- 12.8 The invoice shall be issued by the Provider after acceptance procedure according to Article 11.1.4 of this Contract or after delivery the Supply according to Article 10.4 of this Contract.
- 12.9 The price shall be paid on the basis of invoices issued by the Provider under this Contract. All invoices are due within the 30 days since their delivery to the Customer. The invoice must be sent in written form on the address of the Customer as stated in Article 1 of this Contract or via email from Provider's email address [REDACTED] ■ Customer's email address: fakturace@ans.cz
- 12.10 The invoice shall include at least the identification and registered offices of the Contracting Parties, Business ID No./Reg. No., Tax ID No., identification and number of this Contract, description of the performance provided, invoice number, date of issuance and maturity date of invoice, bank account number to which the amount is to be paid, amount invoiced (stating the amount without VAT, with VAT and the VAT separately, if VAT is applicable), and the stamp and signature of the authorized person.
- 12.11 If an invoice does not contain the stipulated data or if the required data is not correctly stated therein, the Customer is entitled to return it to the Provider period of invoice maturity shall begin to run upon the delivery of the reviewed invoice to the Customer within the 30 days following its delivery to the Customer, while giving notification of the missing particulars or incorrect data. In such an event, a new period of invoice maturity shall begin to run upon the delivery of the corrected invoice to the Customer.
- 12.12 All sums are to be paid by bank transfer to the bank account of the Provider. A sum is considered to be paid on day it has been sent to the recipient's account, as stated on the relevant document.
- 12.13 The Customer is not responsible for any Provider's obligations to tax offices of the Czech Republic.

### **13. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 13.1 The Provider is obliged to provide the Performance with due professional care, via people with necessary qualifications and experience to fulfil their tasks, and is obliged to apply the "best practice" procedures.
- 13.2 The Provider shall timely notify the Customer in writing of all the faults or defects of its activities or performance according to this Contract, whether actual or potential, as well as of any obstacle hindering the Provider to perform this Contract.

- 13.3 The Provider shall notify the Customer of potential risks of damage and perform such actions, according to the due care, that mitigate such risks of damage.
- 13.4 The Provider shall be, for the whole term of this Contract effect, a lawful holder of certificates stated in Article 1.2 of this Contract.
- 13.5 The Provider shall take out and keep valid and effective the third-party insurance agreement for damage caused by the Provider to the Customer, to public or any third party, with an annual insurance limit at least of EUR 30,000,000 during the whole term of this Contract. The Provider is obliged to present to the Customer such an insurance policy, or particular insurance certificate, or to provide the Customer with a copy of it, without undue delay after being requested to do so by the Customer.
- 13.6 The Provider is obliged to provide all necessary cooperation with insurance companies in relation to loss adjusting in connection with this Contract.
- 13.7 The Provider shall comply with the rules of the entry of external entities to the premises and objects of the Customer. The obligations of the Provider regarding the entry of external entities to the premises and objects of the Customer are specified on the following:

<https://www.ans.cz/categorysb?CatCode=A8>

#### 14. COMMUNICATION BETWEEN THE PARTIES AND AUTHORIZED PERSONS

- 14.1 The Provider is obliged to provide 24hours/7days operational communication:
- The Provider 's contacts are as follows:  
phone H24/7: +49-171-3078572
- 14.2 Communication between the Contracting Parties in contractual and technical matters shall be performed via authorized persons (hereinafter referred to as "**Authorized persons**"):
- [REDACTED]
  - [REDACTED]
- 14.3 The contact persons as stated above may provide the other Party with the list of further contact persons or its amendment. A list of designated contacts shall be sent by electronic (digital) means, such are an e-mail message, where attachments shall be converted to pdf format and signed by a recognized electronic signature according to Act No. 297/2016 Coll., on services creating confidence in electronic transactions, as amended, or the data box or by paper-based mail via a postal licence holder.

#### 15. INFORMATION PROTECTION

- 15.1 Both Contracting Parties are obliged not to disclose any information of the other Contracting Party disclosure of which may cause any material or immaterial harm to this Contracting Party and information according to Article 15.4 of this Contract (hereinafter referred to as the "**Confidential information**").

- 15.2 Disclosure of Confidential information shall not be provision with such an information of:
- 15.2.1 employees of particular Contracting Party or persons of similar status;
  - 15.2.2 representatives of Contracting Parties, statutory bodies of Contracting Parties and their members;
  - 15.2.3 external suppliers of goods or services related to the performance of this Contract on the side of the Customer.
- to the extent the information provided to these persons is essential for performance of their tasks related to this Contract.
- 15.3 The Customer and the Provider shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Customer is available on <https://www.ans.cz/categorysb?CatCode=A6>
- 15.4 The Provider acknowledges that he is not authorized to disclose any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation Annex 17 of ICAO) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Provider shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

## **16. WARRANTY, RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

- 16.1 The Provider warrants the completion of the Services performed by the Provider to be free from defects in workmanship under normal use and service for a period of 6 months after the completion of the Services.
- 16.2 The Provider provides the Customer with a 12 (twelve) months warranty period, or minimum 6 (six) month warranty period according OEM, for the Spare parts. The warranty period starts on the day of DAP delivery (or DDP delivery if applied) or after the completion of the Scheduled or Unscheduled maintenance.
- 16.3 All and any defects of the Services shall be notified in writing by Customer to Provider as soon as possible after they were observed. The elimination of the defects by the Provider is gratuitous.
- 16.4 The Provider is not liable for any damage and any defects caused by the unprofessional use or misuse of the Aircraft or any part thereof or by any other unprofessional use or misuse by the Customer or third parties or by any other external event.
- 16.5 If the Provider delivers defective Scheduled maintenance, the Customer may, to the extent of the quality warranty under this Contract, request the removal of such defects within a reasonable period for defect removal that may in no case be longer

than 14 days since the Customer's notice of such defective Services is delivered to the Provider.

- 16.6 If the Provider delivers defective Unscheduled maintenance related to Major Repairs, the Customer may, to the extent of the quality warranty under this Contract, request the removal of such defects within a reasonable period for defect removal that may in no case be longer than 30 days since the Customer's notice of such defective Services is delivered to the Provider. If the defect under complaint may not be removed by the Provider and must be removed by the manufacturer, the period for removal of the defect under complaint shall be extended to 60 days.
- 16.7 If the Provider delivers defective Unscheduled maintenance related to Minor Repairs, the Customer may, to the extent of the quality warranty under this Contract, request the removal of such defects within a reasonable period for defect removal that may in no case be longer than 10 days, if the Aircraft is located in the territory of the Czech Republic, or 14 days, if the Aircraft is located out of the territory of the Czech Republic, since the Customer's notice of such defective Services is delivered to the Provider.
- 16.8 If the Provider delivers defective Supply, the Customer may, to the extent of the quality warranty under this Contract, request the removal of such defects within a reasonable period for defect removal that may in no case be longer than 10 days, if the Aircraft is located in the territory of the Czech Republic, or 14 days, if the Aircraft is located out of the territory of the Czech Republic, since the Customer's notice of such defective Services is delivered to the Provider.
- 16.9 In case of justified complaints, the Provider shall pay costs associated with transport to the Provider's facility. The Provider shall refund costs of the ferry and return of the Aircraft to the Customer, which means in particular to refund all costs of fuel, all fees charged related with a flight including landing and handling fees, transport and accommodation costs of the Customer's crew. The Customer is entitled to issue an invoice to Provider in the total amount of the above costs. In case of unjustified complaints, all costs associated with complaint handling, including all costs of transport, are to be borne by the Customer.
- 16.10 The warranty period shall be extended by the period which was necessary to eliminate the defect. The period necessary for elimination of a defect begins on a day when the Customer announces a respective defect to Provider and ends on a day when the defect was repaired.
- 16.11 In case of breach of the warranty duties by the Provider, the Customer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Provider.
- 16.12 Unless stated otherwise in this Contract the liability for defects follows the Section of the Civil Code.

## **17. DAMAGES**

- 17.1 Both Contracting Parties are obliged to provide the other Contracting Party with compensation of damage in accordance with applicable law, in particular the Civil Code.
- 17.2 Each Contracting Party shall be relieved from its obligation to compensate a damage if such Contracting Party cannot perform its obligations temporarily or permanently

due to any extraordinary unpredictable and insurmountable obstacle that is beyond its reasonable control in the sense of Section 2913 (2) of the Civil Code, i.e. event of force majeure.

- 17.3 In such a case, the Contracting Party, which is prevented from fulfilling its contractual obligations by such an obstacle, shall give notice of the obstacle without undue delay. Otherwise such Contracting Party is not entitled to claim the occurrence of such an obstacle. The relevant time schedule will be then extended by the number of days necessary to overcome the causes of the delay. The Contracting Party shall not be relieved from its obligation to compensate a damage if such an obstacle occurs after the Contracting Party is in delay with fulfilling its obligations.
- 17.4 The Contracting Parties are obliged to undertake every effort to avoid and overcome circumstances relieving from the obligation to compensate a damage.
- 17.5 The particular performance hereunder shall be resumed as soon as practicable after such an obstacle has ended.

## **18. CONTRACTUAL PENALTIES**

- 18.1 In case the Provider is in delay with its obligation to complete the Services according to this Contract, the Customer is entitled to, and the Provider is obliged to pay, a contractual penalty:
  - 18.1.1 if the Provider is in delay with completion of the Scheduled maintenance within 14 days since the handover of the Aircraft according to Article 6.4 of this Contract, a contractual penalty in the amount of EUR 200 for each commenced day of such delay;
  - 18.1.2 if the Provider is in delay with completion of the Minor Repairs, if the Aircraft is located in the territory of the Czech Republic according to Article 9.12 of this Contract, a contractual penalty in the amount of EUR 200 for each commenced day of such delay up to 6<sup>th</sup> day of delay;
  - 18.1.3 if the Provider is in delay with completion of the Minor Repairs, if the Aircraft is located in the territory of the Czech Republic according to Article 9.12 of this Contract, a contractual penalty in the amount of EUR 500 for each commenced day exceeding 6 days of delay;
  - 18.1.4 if the Provider is in delay with completion of the Minor Repairs, if the Aircraft is located out of the territory of the Czech Republic according to Article 9.12 of this Contract, a contractual penalty in the amount of EUR 500 for each commenced day of such delay up to 5<sup>th</sup> day of delay;
  - 18.1.5 if the Provider is in delay with completion of the Minor Repairs if the Aircraft is located out of the territory of the Czech Republic according to Article 9.12 of this Contract, a contractual penalty in the amount of EUR 1 000 for each commenced day exceeding 5 days of delay;
  - 18.1.6 if the Provider is in delay with completion of the Major Repairs according to Article 9.12 of this Contract, a contractual penalty in the amount of EUR 1 000 for each commenced day of delay.
- 18.2 If the Customer does not remove the Aircraft within the period set up according to Article 11.1.5, the Provider may, at his discretion, demand the Customer to pay

a contractual penalty in the amount of EUR 100 per day for each calendar day since 4<sup>th</sup> day of Customer's delay. The Customer is not obliged to pay neither the contractual penalty nor any storage fees due to late Acceptance in the event the delay is caused by the Services not found to be in compliance with this Contract at the time of inspection by the Customer.

- 18.3 In case of breach of the rules of entry of external entities according to the Article 13.7 of this Contract, the Provider shall pay the Customer a contractual penalty of 500 EUR (in words: five hundred euro) for each individual breach.
- 18.4 Contractual penalties are payable within 15 days following the delivery of written notice from the entitled Contracting Party calling for the payment by the obliged Contracting Party, unless a longer time limit is stated in the notice. The aggregate amount of all contractual penalties to be paid by a Contracting Party hereunder shall not exceed the 100 % of the total price for the performance according to Article 12.1 of this Contract.
- 18.5 The obligation to pay contractual penalties does not affect a possible obligation to pay compensation for damage exceeding the already paid contractual penalties.
- 18.6 Unless stipulated otherwise hereinafter, the payment of any contractual penalty does not relieve an obliged Contracting Party of the duty to fulfil its obligations.

## **19. FORCE AND EFFECT OF THE CONTRACT**

- 19.1 This Contract shall be valid upon signature by the Provider and the Customer and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.
- 19.2 Each of the Contracting Parties is entitled to withdraw from this Contract only under the reasons stated herein.
- 19.3 The Customer may withdraw from this Contract if the Provider is in a substantial breach of its obligations stipulated herein, especially if:
  - 19.3.1 the Provider is in delay with its obligation to complete the Services according to this Contract for a period exceeding 30 days and does not remedy such delay within 15 days of the delivery of a written notice of the Customer;
  - 19.3.2 the Provider breaches its obligation not to disclose Confidential information under the Article 15 of this Contract;
- 19.4 The Provider may withdraw from this Contract only in the event the Customer is in default with any payment and the duration of such default exceeds 90 days and the Customer does not rectify such default within 30 days of the delivery of the Provider's written request to rectify such default. The Provider is not entitled to withdraw from this Contract without cause.
- 19.5 The Customer is entitled to terminate this Contract without giving a reason. Termination must be notified through a registered letter. The force and effect of the Contract shall expire 6 (six) months upon the delivery of the notice.
- 19.6 The provisions concerning the protection of information, rights of use, applicable law and the disputes resolution as well as other provisions and entitlements whose nature is such that they should endure even after the termination of the effect of this Contract, survive the expiration of this Contract.



## 20. APPLICABLE LAW AND DISPUTES RESOLUTION

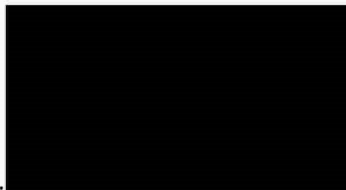
- 20.1 This Contract and all rights and obligations arising on the basis of the Contract and in connection with it are governed by the laws of the Czech Republic.
- 20.2 The Contracting Parties undertake to make every effort to eliminate any disputes arising on the basis of this Contract or in connection with this Contract, and to resolve them, first of all, through negotiations between Authorised persons or representatives of Contracting Parties.
- 20.3 All disputes arising from this Contract or in connection with this Contract shall be decided by competent Czech court. The Contracting Parties hereby agree that a court of the Customer's registered office shall be considered appropriate in relation to the local jurisdiction.

## 21. FINAL PROVISIONS

- 21.1 This Contract constitutes a complete agreement between the Contracting Parties on the subject matter of this Contract. This Contract can only be changed by means of a written agreement between the Contracting Parties in the form of numbered amendments to this Contract, signed on behalf of each Contracting Party by a person or persons authorized to represent the Contracting Party.
- 21.2 The Provider acknowledges that the Customer is obliged to publish this Contract pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended, and the Public Procurement Act. The Provider also acknowledges that the Customer is obliged to provide information pursuant to the Act No. 106/1999 Coll., on Free Access to Information, as amended.
- 21.3 Trade Secret.  
  
Trade secret, within the sense of § 504 of the Civil Code, means prices stated in Article 12.2 and in Article 12.3 of this Contract so this information will neither be published nor provided according to Article 21.2 of this Contract.
- 21.4 If any of the provisions of this Contract turn out to be invalid or unenforceable, or becomes invalid or unenforceable after the execution of this Contract, then this fact shall not cause the invalidity or unenforceability of other provisions of this Contract. The Contracting Parties shall, without undue delay and upon request of the other Contracting Party, replace such an invalid or not enforceable provision with a valid and enforceable provision the contents of which shall be as close as possible to the purpose of the invalid or unenforceable provision. This applies accordingly in case the invalidity or enforceability affects a major part of this Contract or the Contract as a whole.
- 21.5 All rights and obligations ensuing from this Contract shall pass on to the legal successors of the Contracting Parties, provided that this is not precluded by the nature of such rights and obligations.
- 21.6 **This Contract has been signed electronically, only in one electronic copy.**
- 21.7 The following Annexes form inseparable parts of this Contract:  
  
Annex No. 1 Scheduled Maintenance Tasks

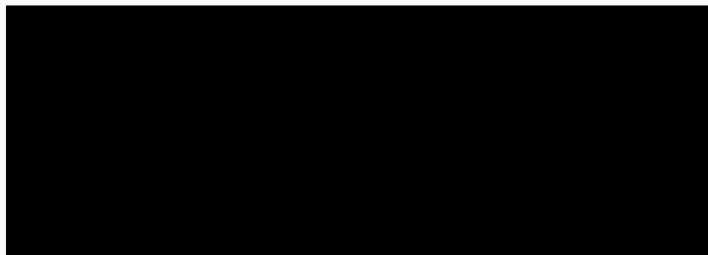
Annex No. 2 Identification of the Aircraft

**In witness whereof the duly authorised representatives of the Contracting Parties have set their signatures to this Contract on the date mentioned here below.**



.....  
**Air Navigation Services of the Czech Republic,  
state enterprise**

**Mr. Jan Klas**  
Director General



**Aerodata AG, 13.01.2025**

**ppa. Andreas Klußmann**  
Director Aerodata AG Maintenance



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**Annex No. 1**  
**Scheduled Maintenance Tasks**

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**Annex No. 2**

**Identification of the Aircraft**

<b>Type</b>	<b>A/C s/n</b>	<b>Type of engines</b>	<b>Type of propeller</b>
B 300	FL-1108	PWC PT6A-60A	Hartzell HC-B4MP-3C/M10476(N)(S)K

<b>Type</b>	<b>A/C s/n</b>	<b>Type of engines</b>	<b>Type of propeller</b>
B 300	FL-1101	PWC PT6A-60A	Hartzell HC-B4MP-3C/M10476(N)(S)K