



[Redacted]

[Redacted]

**SUPPLEMENTAL AGREEMENT NO. [Redacted]**

**TO THE**

**General Terms Agreement for Landing Gear Maintenance [Redacted]**

**[Redacted] between [Redacted] for the performance of**

**[Redacted] Landing Gear overhaul**

**Parties:**

[Large redacted block]

[Redacted line]

[Redacted line]

Pursuant to the GTA d [Redacted] 20 [Redacted]  
perform standard Land [Redacted]

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[Redacted]

[Redacted]

Location: [Redacted]  
Delivery Date [Redacted] 2012, 00:00 LT  
Scheduled Redelivery Date [Redacted] 2012, 24:00 LT

TAT: [Redacted]

LDG will be Delivered/Redelivered in accordance to schedule stipulated hereof. (LT = Local Time)

[Redacted]

**Price**

[Redacted]

[Redacted]

**2. Other provisions**

LDG Removal/Installat Agreement as **Attachm** tached to this Supplemental Agreement as **Attachm** this Supplemental Agreement.

[Redacted] shall monitor and rill out data regarding all LLP parts.  
[Redacted] at its discretion shall monitor parts, which are not LLP, but they are a part of LDG Overhaul.

[Redacted]

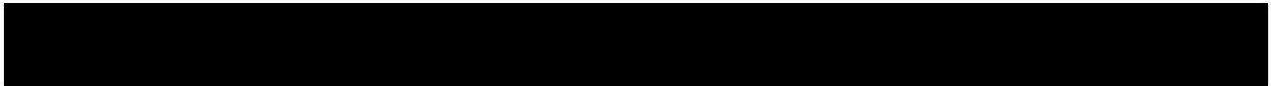
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### 3. Final provisions

The terms of the GTA shall apply in full to this Supplemental Agreement, save that if and to the extent that any inconsistency between this Supplemental Agreement and the GTA arises, the provisions of this Supplemental Agreement shall prevail over the conflicting provisions of the GTA

Unless agreed otherwise, capitalised terms used in this Supplemental Agreement shall have the meaning set out in GTA. Capitalised terms which are not defined in GTA shall have the meaning set out in this Supplemental Agreement.



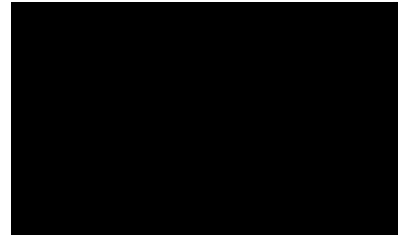
In witness thereof the contracting parties hereto have caused this Supplemental Agreement to be executed as of the day and year written below.

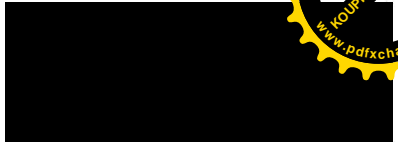
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 11/13/2012

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 7<sup>th</sup> SEP





**GENERAL TERMS AGREEMENT**

FOR

**LANDING GEAR MAINTENANCE**

BETWEEN



AND



Number:



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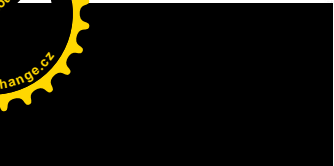


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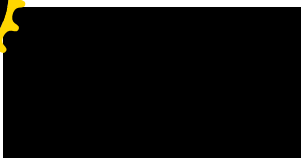
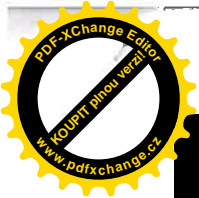
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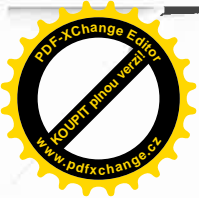
**ANNEX A - List of Items/ Turnaround Time (TAT)**

**ANNEX B - Notices and Requests**

**ANNEX C –List of Subcontractors**

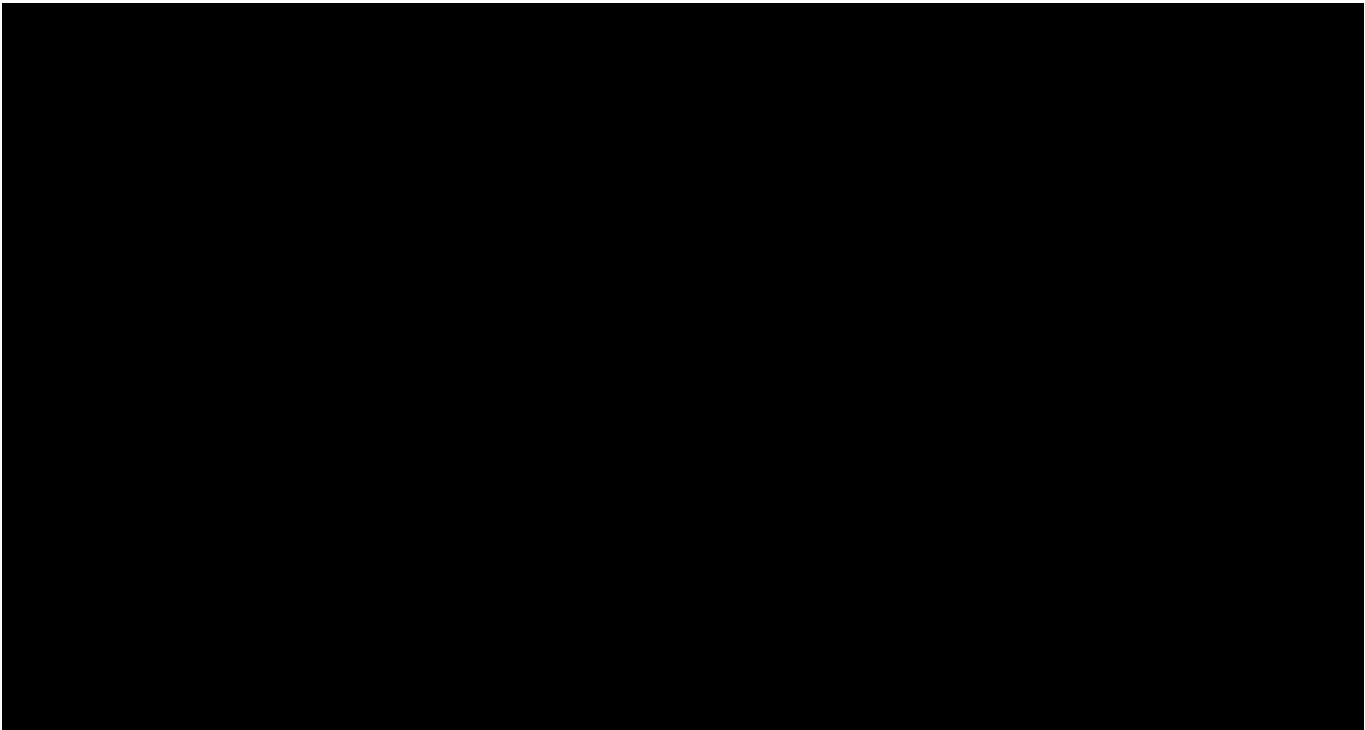
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This General Terms Agreement for Landing Gear Maintenance is made on the date of the signatures of both parties between:



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**SECTION I: GENERAL**

**1. DEFINITIONS AND ABBREVIATIONS**

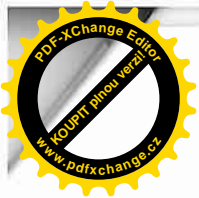
In this Agreement the following definitions apply:

ADR	Accord européen relatif au transport international des marchandises dangereuses par route
Agreement	This Agreement including any side letters, attachments, exhibits and annexes hereto including all amendments and supplements to this Agreement as are agreed in writing between the Parties
Approved Data	Any information necessary to ensure that the aircraft or aircraft Component can be maintained in a condition such that airworthiness of the aircraft, or serviceability of operational and emergency equipment as appropriate, is assured
Approved Maintenance Organisation/s	A MRO (Maintenance, Repair, Overhaul) provider approved and certified by national authority and additionally by EASA and/or FAA
ATA 300	Specification for packaging of airlines supplies. ATA (Air Transport Association) Spec300 is a specification that establishes the airline transportation industries requirements for design development and procurement of effective packaging of supplies and equipment shipped to a customer airline
ATA Spec 2000	Spec2000 is the product of 12 International industry associations representing airlines, manufactures, and repair agencies. The primary goal is to provide cost-effective, state-of-the-art methods for information exchange that are usable by the widest possible population of companies. Today line system includes four types of information exchange: 1. ATA Aviation Marketplace, 2. E-Commerce Standards, 3. File Standards, 4. Bar Coding Standards.
Aviation Authority	The competent body responsible for the safety regulation of Civil Aviation in any relevant country
BER	Beyond Economical Repair; an Item is deemed to be BER in case the costs for rectification of the Item exceed or are likely to exceed 70% of the price of a new Item

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Certificate of Conformance	A document to certify maintenance or manufacturing according to stipulated process specifications.
Certificate of Release to Service, or CRS	The Certificate of Release to Service (EASA Form 1, FAA Form 8130-3) confirms on behalf of the Aviation Authority approved maintenance / production organization that, unless otherwise specified, the listed actions have been carried out in conformity with the Quality Manual by personnel with appropriate authorizations and in accordance with approved regulations. It also confirms that the aircraft Component has been released to service with respect to the work carried out
CFR	Code of Federal Regulation
CLG	Center Landing Gear
Components Maintenance Manual, or CMM	Any Components Maintenance Manual issued by the respective manufacturer
Component	A part, assembly (which can be installed as a unit), or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Components require aviation authority approval (EASA Form One, FAA 8130-3 or equivalent).
CRIT/AOG	Critical or Aircraft on Ground, as such terms are commonly understood in the aviation industry
Day	Calendar day
Defect/s	Any abnormal or unusual condition of an Item following any of the Services rendered in respect of that Item under this Agreement whether or not this could eventually result in a failure
Delivery/To Deliver	Means the Act by which [REDACTED] will deliver the Landing Gear for the provision of the Services as defined in Article "Delivery, Transportation and Packing"
Dual Release	Certificate of Release to Service (CRS) valid for EASA/FAA customers, issued by a maintenance organization holding both an EASA Part-145 Approval and a FAA 14 CFR Part 145/TCCA CAR 573 Certificate, certified: on a EASA Form 1 including a CFR Part 43 Return to Service statement when the organization is located in an EASA country; on a FAA Form 8130-3 including and EASA Part-145.A.50 Release to Service statement when the organization is located in the USA.
EASA	European Aviation Safety Agency
EASA Material Categories	<u>Aircraft Components</u> : A part, assembly (which can be

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installed as a unit), component, or permanently installed emergency operation equipment; for the maintenance organisation also a complete powerplant and its parts. Aircraft Components require aviation authority approval (EASA Form 1, FAA 8130-3 or equivalent)

Standard Parts: Parts which are defined in conformity with a national / international standard or specification, e.g. DIN / MS / NAS, or which area defined by a type certificate holder in a standard parts manual which has been approved by his national authority

Raw Material: Semi-finished products, e.g. sheet metal, plastic profiles, which cannot be used without processing

Consumables: Fluids, such as cleaning agents, pickling agents, primers, paints etc., for surface treatment, adhesives, additives for welding or plasma jet welding, or other auxiliaries or additives, such as lubricants and fuels

Extended Workbench	Non EASA Part 145 Organizations working under the quality system of a EASA Part 145 Approved Maintenance Organization (Sub-contracting)
FAA	Federal Aviation Administration of the United States of America
FAR	Federal Aviation Regulation as in force in the United States of America
IATA-DGR	International Air Transport Association – Dangerous Goods Regulations
ICAO-TI	International Civil Aviation Organisation – Technical Instructions
IMDG-Code	International Maritime Dangerous Goods Code
INCOTERMS	Regulations of the International Chamber of Commerce for freight forwarding, including transportation insurance as published by the International Chamber of Commerce as "Incoterms 2000"
Inspection/To Inspect	The examination of/to examine an Item to establish conformity with an approved standard
Item/Maintained Item	Any level of hardware assembly (i.e. system, subsystem, module, accessory, Component, unit, Part, etc.) to be serviced under this Agreement, as specified in Attachment A or as agreed in writing between the Parties
LDG	Landing Gear set
Life Limited Part or LLP	means the limitation of use of a part in cumulative flight hour, flight cycles or days as specified by manufacturer or Aviation Authorities

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Maintenance/To Maintain	Any one or a combination of Overhaul, Repair, Inspection, Replacement or Modification of an Item
Major Repair	Basic repair performed according to OHM/CMM
Mandatory Modification	Any Modification required by law, regulation or order issued by any competent body or Aviation Authority in any relevant jurisdiction
Materials	Any materials supplied to [REDACTED] Service of any Item
Minimum Period	The minimum period of the Term as defined in Article "Term and Termination"
MLG	Main Landing Gear
Modification/To Modify	The alteration of/to alter an Item in conformity with an approved standard
NAA	National Aviation Authority
NLG	Nose Landing Gear
OEM	Original Equipment Manufacturer being the original manufacturer of an Item, Part or Component
Overhaul	The restoration of an Item by Inspection, replacement and/or Repair in conformity with an approved standard to a condition "as new"
Part	One, two or more pieces joined together which are not normally subject to disassembly without destruction of designed use
Party/Parties	[REDACTED]
PMA part	Part of aircraft or aircraft component, manufactured under FAR 21 Subpart K "Part Manufacture Approval"
Quality Department	[REDACTED] department responsible for quality matters notified to [REDACTED] in writing
Quality Manual	Maintenance Organization Exposition
Redelivery/To Redeliver	Means the act by which [REDACTED] returns the Landing Gear to [REDACTED] after finishing of Services
Repair/To Repair	The restoration of/To restore an Item / aircraft Component to a serviceable condition in conformity with an approved standard

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Repair Order	Any repair order served by [redacted] under this Agreement and confirmed [redacted]
Rotable Item	Means an Item that is renewable and inventory – or time-controlled on a unit basis, usually by a serial number and has a definite potential for re-use through inspection, Overhaul, Repair or calibration
Scrap Material	Parts which are non-repairable according to OEM Manual
Services	All services and all work and actions such as but not limited to the services specified in Annex A or otherwise agreed upon in writing as are to be performed by [redacted] accordance with the terms of this Agreement
Subcontracting/To Subcontract	The contracting of any Services to a Subcontractor
Subcontractor	Any person, legal or natural, rendering certain Services on behalf of [redacted]
Supplemental Agreement	Is the Agreement specifying the Landing Gear delivered for Services to [redacted] This Agreement contains the subject Landing Gear, the Delivery term, the Redelivery term, the Workscope and other details.
Technical Defect	Any finding during maintenance out of OEM Manual repair capabilities
Term	The Term of this Agreement is the period of its effectiveness, as defined in Article "Term and Termination"
Turnaround Time; or TAT	The period of time agreed upon between the Parties for the rendering of the Services from the date of Delivery until the date of Redelivery
Warranty Repair Claim	A claim under the warranty given under this Agreement made in accordance with Article 18 hereof

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## 2. SUBJECT OF THE AGREEMENT

2.1 The Term of this Agreement [redacted] shall perform for [redacted] the Services in accordance with the terms and conditions set out in this Agreement. [redacted] shall pay to [redacted] the prices for the provided Services in accordance with Article 15 herein ("Prices").

2.2 This Agreement constitutes general terms applicable to all Repair Orders placed [redacted] with regard to the Items and the Services. For all Services to be performed [redacted] shall issue a Repair Order and deliver the Repair Order to [redacted] and specified in Annex B hereto and shall deliver the respective [redacted] shall perform Maintenance or Modification or carry out in respect of the relevant Items as the case may be.

2.3 [redacted] orders with regard to the Maintenance of items which are not covered by this Agreement and for which no independent agreement is applicable [redacted] with an offer on such order. The offer shall include the part number concerned, a description of the Services, the Time and the price.

[redacted] shall be subject to the terms and conditions set out in this Agreement. In the case of any inconsistency or conflict between the terms of a Repair Order and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## SECTION II: PERFORMANCE

### 3. PERFORMANCE OF SERVICES

3.1 All Services shall be rendered in accordance with EASA Part-145 and 14 CFR Part 145 for Approved Maintenance Organizations.

3.2 Technical Defects on Items identified during Maintenance which lead to a non-airworthy condition of the Item shall be reported [redacted]

3.3 [redacted] shall comply with all applicable environmental regulatory and environmental related legal or regulatory requirements.

### 4. QUALITY DEMANDS

#### 4.1 [redacted] Quality Management System

All Services rendered under this Agreement shall be performed [redacted] in accordance with this Agreement and in accordance with [redacted] approved by the EASA and the FAA or approved by the FAA/TCCA and accepted by the EASA.

[redacted] warrants that it will not in any event supply any maintenance work connected with the Services provided to [redacted] in the United States who is not covered by a FAA approved Alcohol Misuse Testing Program.

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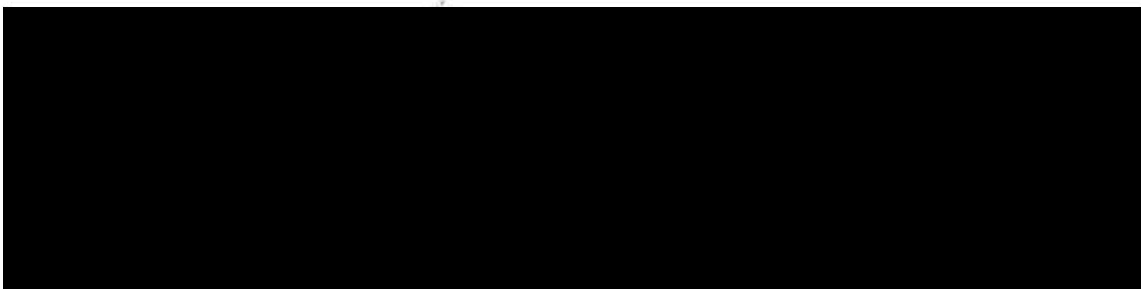


**4.2 Audits**

Upon prior written notification [redacted] representatives, the competent aviation authority of [redacted] and EASA/FAA standardization team staff shall have access to [redacted] facilities and to the facilities of [redacted] at any time in order to carry out an audit of compliance with the applicable standards and procedures regarding provided Services.

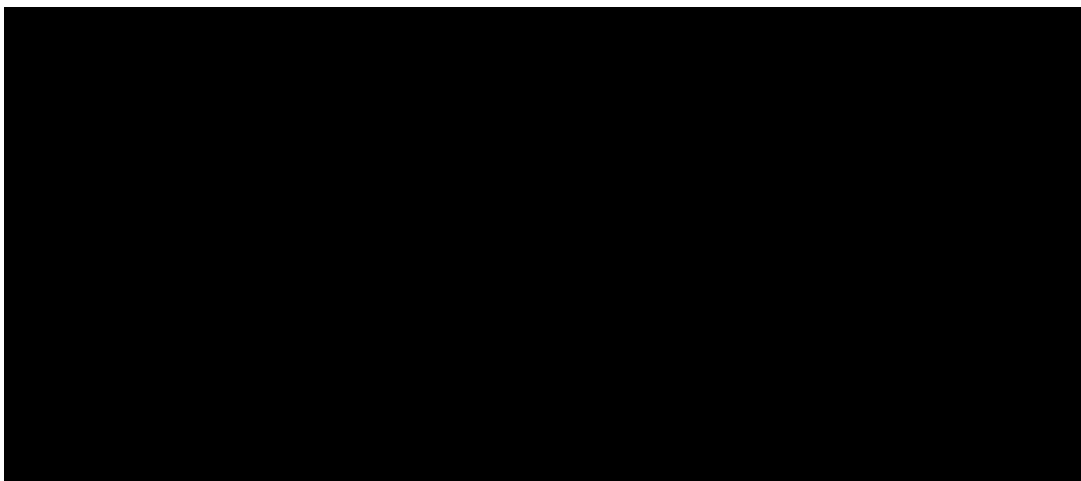
**4.3 Certification/Approvals**

[redacted] warrants that all Materials and all Items supplied by [redacted] under this Agreement conform to the applicable airworthiness requirements and the aircraft manufacturer specifications. Product source and certification must be established and documented and made available to [redacted]. All Items delivered by [redacted] must be traceable pertaining to part number, manufacturer, serial number or lot/batch number, delivery date, quantity of delivered parts. Delivery [redacted] to the Materials and all Items supplied by [redacted]

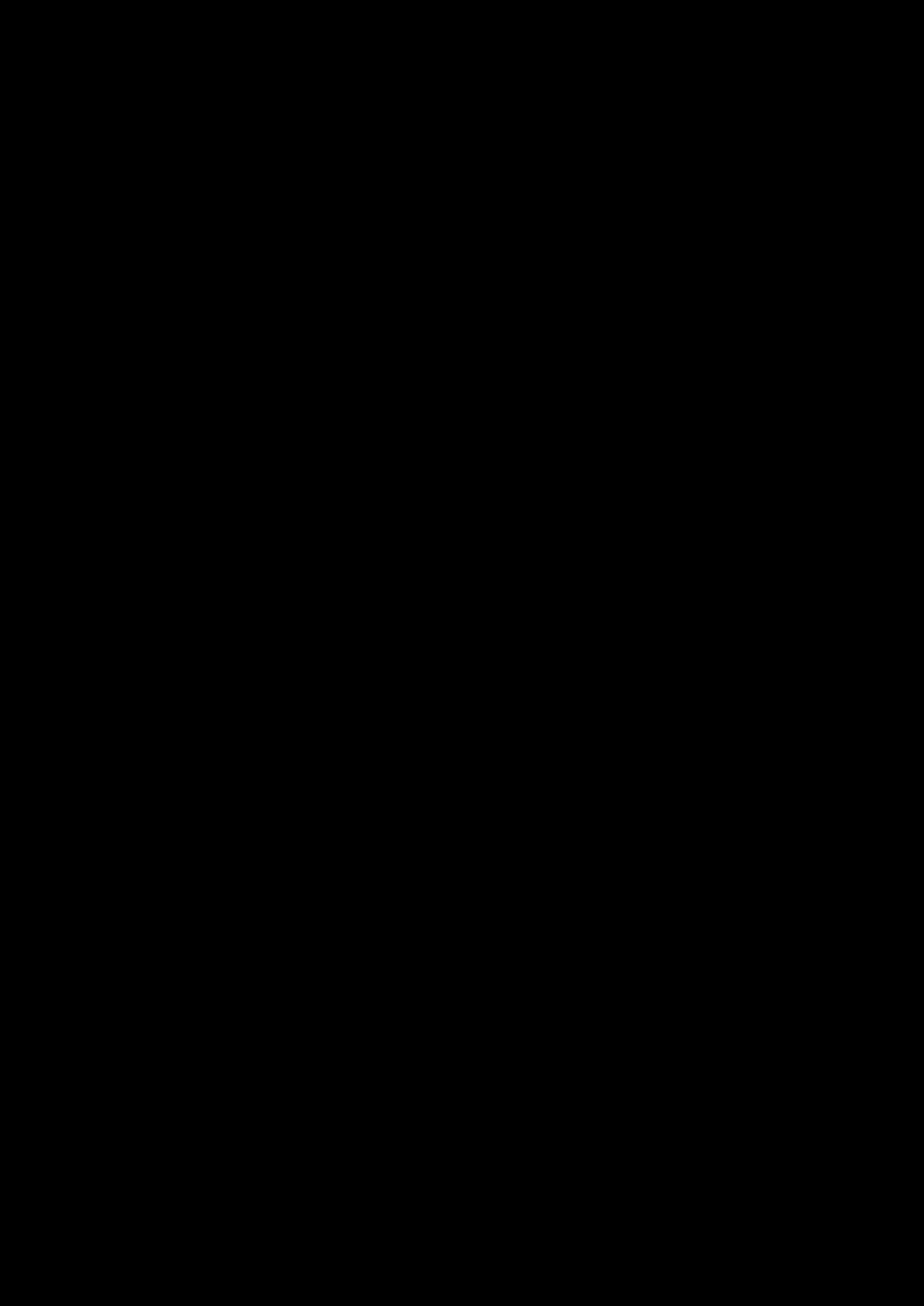


Specifically for LDG:

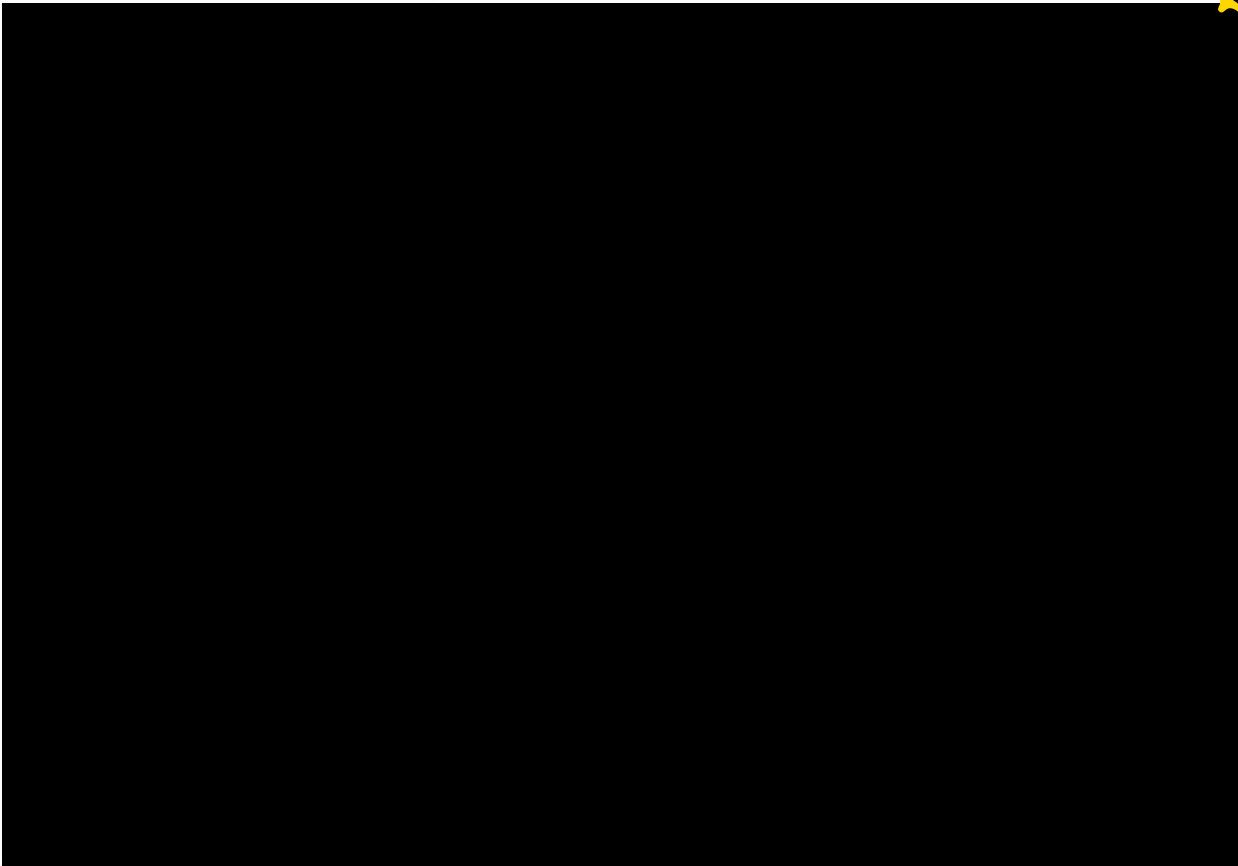
a) disassembly/assembly list. This list shall contain all LLPs and shall provide



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**5. REPORTING AND ACCEPTANCE**

5.1 Upon Redelivery of any Item, [redacted] shall promptly provide a report to [redacted] detailing the condition at Redelivery and the Services performed by [redacted] („Repair Report“). The Repair Report and a copy of the invoice shall be attached to each Item Redelivered to [redacted]. Redelivery of each Item shall be confirmed by signature of a Redelivery and acceptance protocol by both parties.

**6. SUBCONTRACTING**

6.1 [redacted] may Subcontract only to EASA/FAA-approved maintenance facilities or to any other maintenance facility provided that [redacted] quality assurance system is extended to such facility. Subject to the provisions of Article 18 hereof (“Warranty” [redacted] warrants that any Services rendered by Subcontractors are of the same standards and of the same quality as those required under this Agreement. [redacted] shall remain responsible towards [redacted] for the Services rendered by [redacted].

6.2 [redacted] about new Subcontractors in advance, list of current Subcontractors is stated in Annex C to this Agreement.

**7. PROVISION OF MATERIAL**

7.1 [redacted] will be responsible for its own provisioning [redacted] shall provide, if required [redacted] rotatable and repairable Items from its own stock, which are normally required in connection with Services of the type furnished under this Agreement.

**7.2 Replacement of defective Items**

All defective Items removed shall be replaced by [redacted] with corresponding serviceable Items.

**7.3 Exchange Material**

All Items which are exchanged must be interchangeable in both fit and function and/or capable of Modification or updating to [redacted] then current standards.

**7.4 Modification Material**

[redacted] is responsible for provisioning of the Modification Material and the tooling required for Service bulletins or Modifications to be accomplished.

**7.5 PMA parts usage**

[redacted] is entitled to used PMA [redacted]

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8. MODIFICATIONS

8.1 [redacted] shall perform all Mandatory Modifications and any Modifications required by an OEM. Modifications issued as recommended or optional shall be performed upon [redacted]

[redacted]

10.1 [redacted] Scrap Material shall be identified by [redacted] shall be immediately [redacted] upon the Maintained Item Redelivery.

10.2 [redacted]

10.3 In case [redacted] makes an exchange of items or parts thereof (e.g. [redacted] meet the TAT), intends to maintain the replaced Item or part thereof at a later stage and during such maintenance realizes that the replaced Item or part thereof is Scrap [redacted] shall only be obliged to [redacted] replaced Item or part thereof if such Scrap was reported before Redelivery.

10.4 [redacted] decides to scrap the scrap material [redacted] after the notification specified in article 10.1 of this Agreement [redacted] shall perform charge.

10.5 Any further use of Scrap Material by [redacted] shall be subject to a separate written agreement [redacted] shall in no event make any use of Scrap Material unless such agreement has been entered into by and between [redacted]

11. DELIVERY, TRANSPORTATION AND PACKING

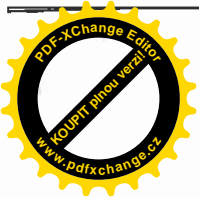
The responsibility for transportation of the Items (including risk and cost) shall be as follows:

11.1 Transport of the Items in both directions shall be in accordance with the following INCOTERMS:

[redacted]

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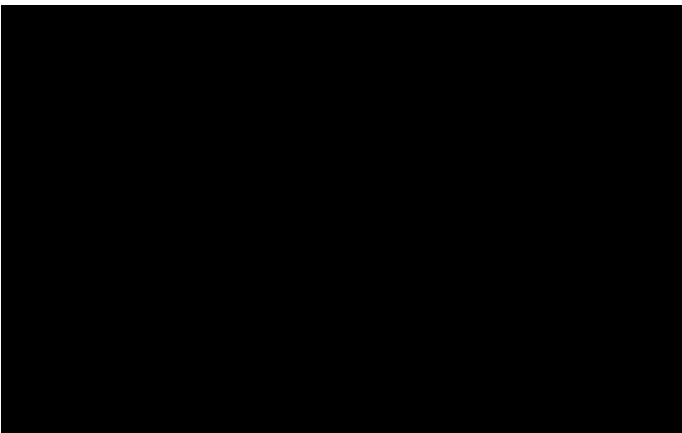


11.2 Any special regulations, e.g. ADR, ATA 300, IATA-DGR, ICAO [redacted] le or RID for the shipment of the Items shall be observed [redacted] to the extent applicable, in connection with its obligation to effect Redelivery in compliance with this Article 11.

11.3 [redacted] shall prepare the Items for Delivery in appropriate packing which shall be also used for [redacted] shall Redeliver the Items by using the same packing as [redacted] possible. In case the packing provided by [redacted] does not conform to all applicable special regulations at the time of Redelivery, [redacted] shall pack the Items in accordance with all such applicable regulations [redacted]

11.4 [redacted]

[redacted] nied by appropriate shipping documents enabling [redacted]



Any divergent shipping address will be clearly identified on the respective [redacted] Repair Orders.

**12. TURNAROUND TIME**

**12.1 General**

The Parties agree upon the Turnaround Times stated in Annex A or otherwise agreed by the Parties in writing and [redacted] hereby undertakes to meet such Turnaround Times.

**12.2 Extended TAT for Modifications**

Extended Turnaround Times for Modifications shall be negotiated between the Parties prior to the performance of each Modification.

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### 12.3 Status Report

For all Items Delivered to [REDACTED] shall provide repair status report by using the facility provided [REDACTED]

AT

[REDACTED] TAT specified in Annex A or as otherwise agreed upon in writing is or may be exceeded, [REDACTED] promptly about the reasons and the new Redelivery date. Such notification, however, shall not affect the obligations of [REDACTED] to meet the guaranteed TAT or limit any obligation or liability of [REDACTED] for such TAT overrun.

[REDACTED]

### 13. [REDACTED] INVENTORY

13.1 [REDACTED] shall record parts, sub-assembly, Parts and other [REDACTED] stock as well as serial numbers of all Delivered [REDACTED] [REDACTED] shall control sheet submitted by [REDACTED] [REDACTED] shall notify [REDACTED] discrepancies between its own inventory [REDACTED] upon such request. [REDACTED] of no discrepancies [REDACTED] shall confirm correctness of the inventory sheet to [REDACTED] upon such request.

### 14. OVERHAUL SCHEDULE

14.1 All slots will be mutually agreed, the terms and other details shall be set forth in Supplemental Agreements to this Agreement. Schedule of work planned between the Parties and specified in detail [REDACTED] in advance.

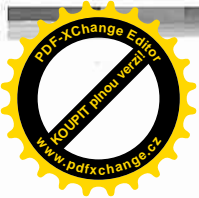
#### 14.2 Delayed Delivery

If Delivery of the Item is later than the Delivery date specified in Repair Order confirmed by [REDACTED] and/or Overhaul Schedule/Supplemental Agreement signed by both Parties, and unless agreed otherwise in advance in writing by the Parties, [REDACTED] shall not be obliged to keep the agreed Redelivery term and TAT can be extended.

#### 14.3 Cancellation of slot

The slots mentioned in Repair Orders confirmed by [REDACTED] and/or signed Supplemental Agreements to this Agreement are binding for [REDACTED] reserved

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by [redacted] in case of its cancellation [redacted] shall be obliged to pay to [redacted] the [redacted]

**SECTION III: COMMERCIAL**

**15. PRICES**

[redacted]

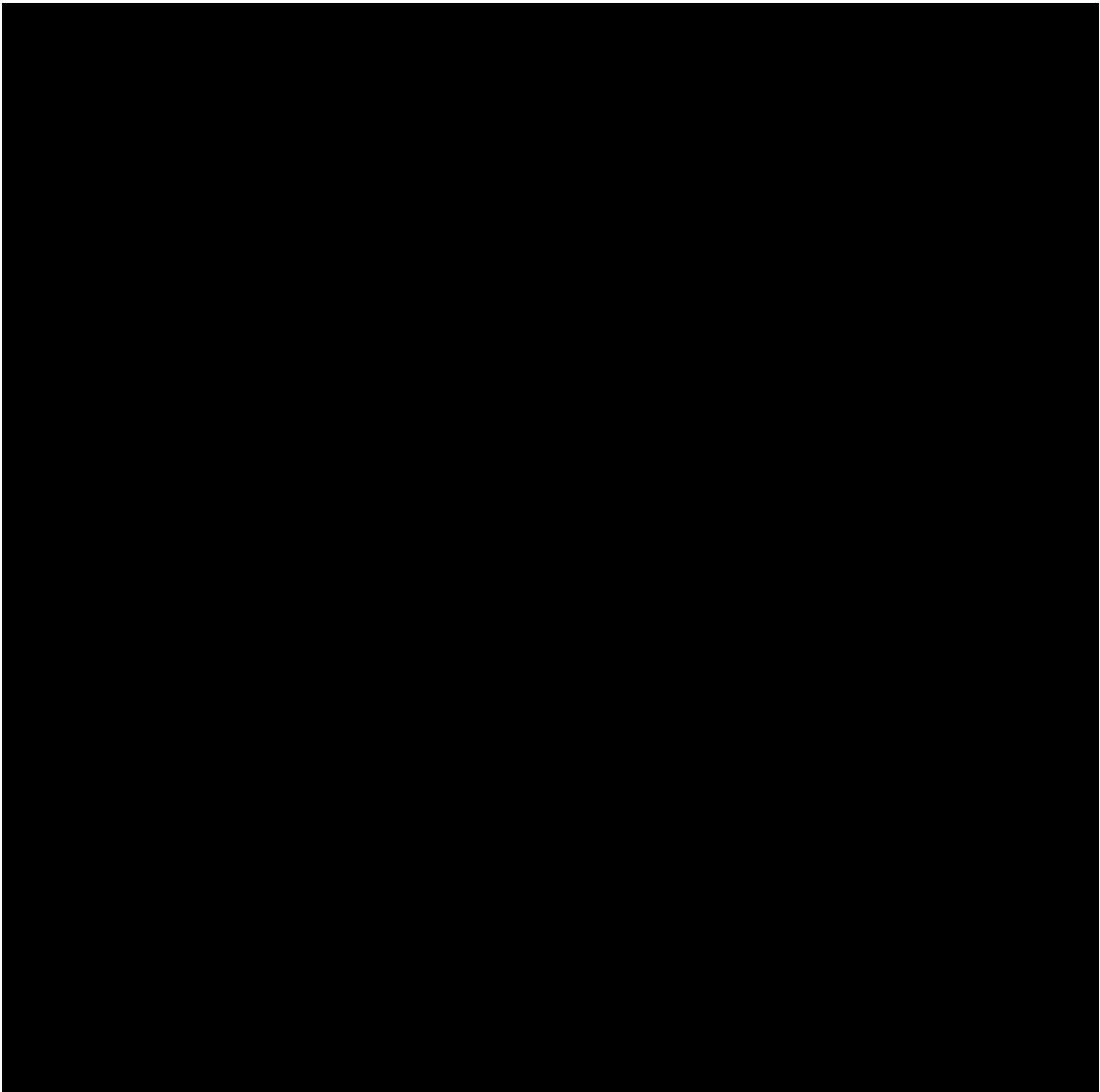
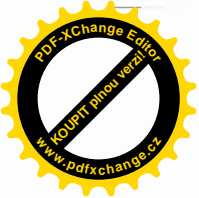
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**The Fixed Price contains:**

[redacted]

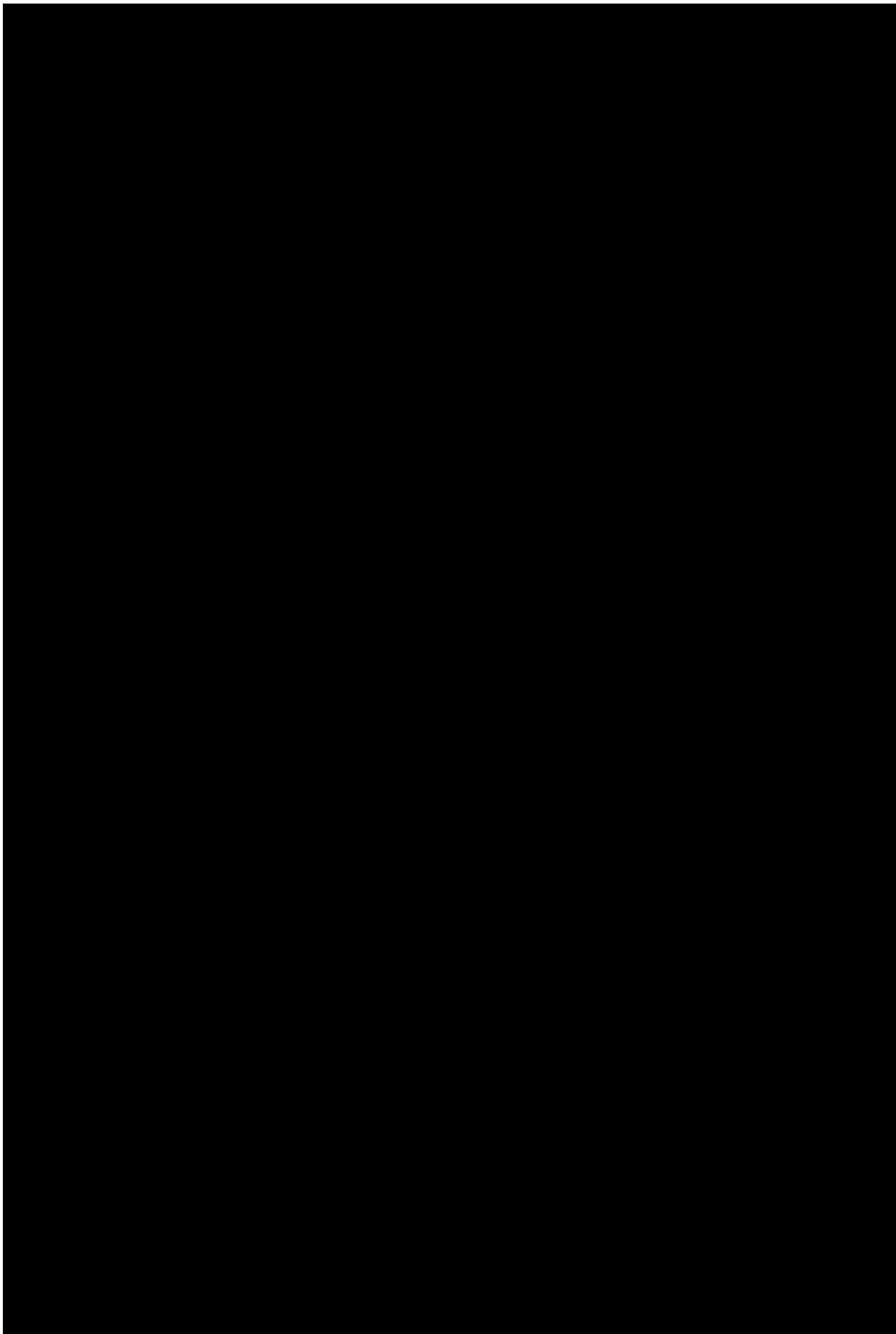
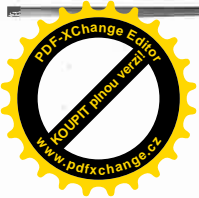
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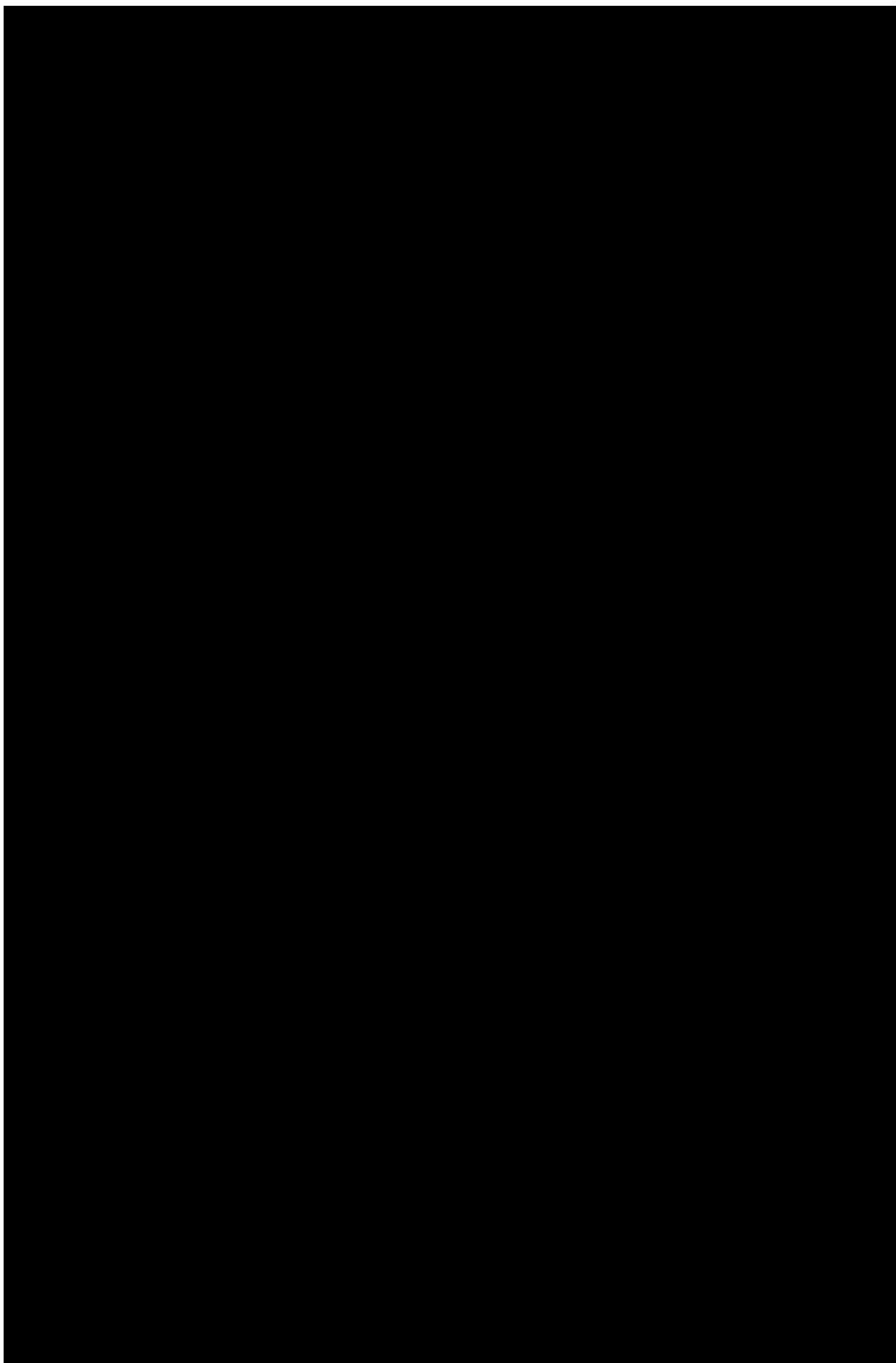
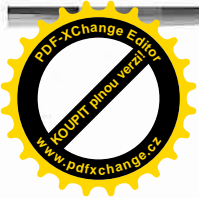
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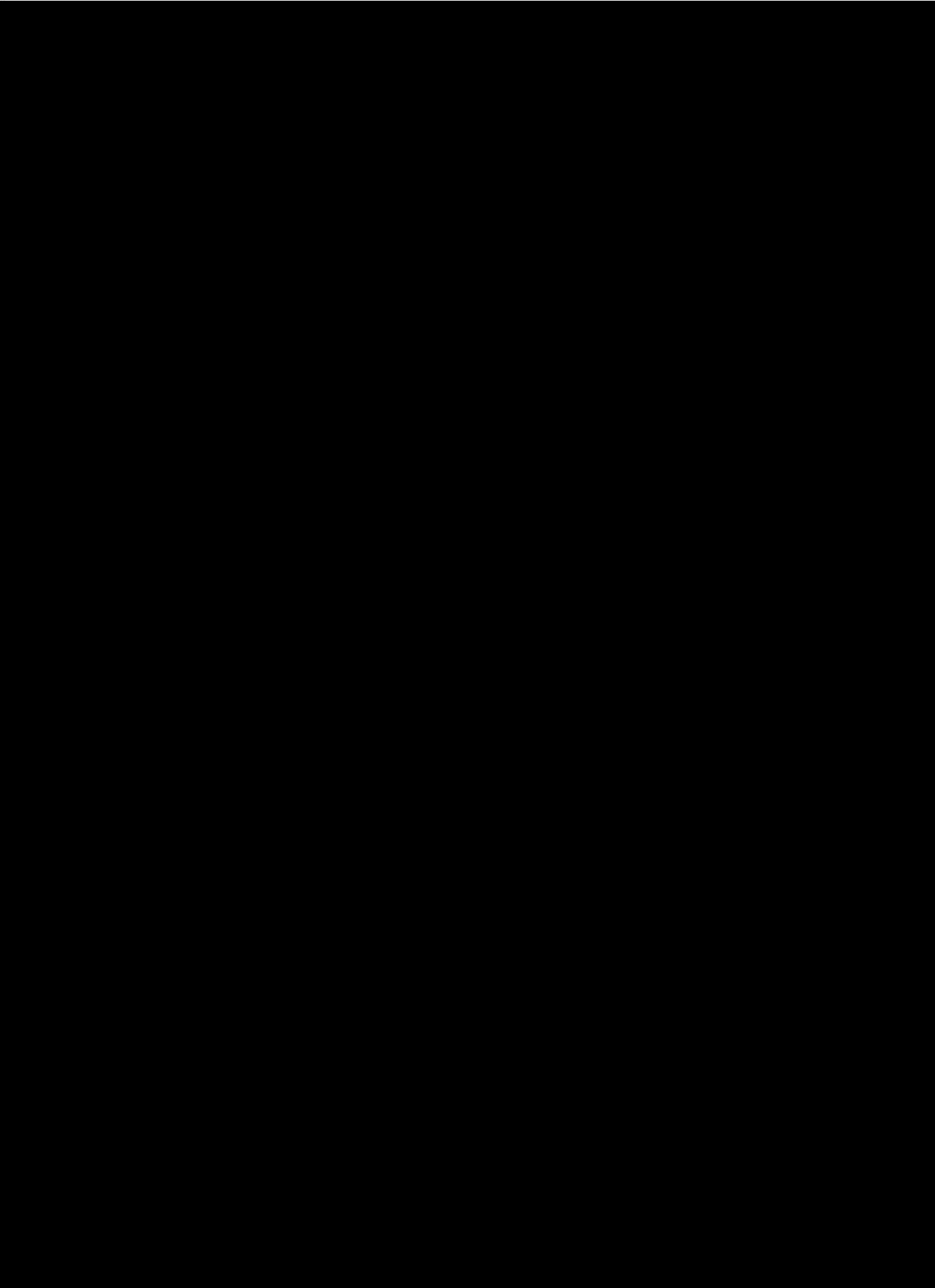
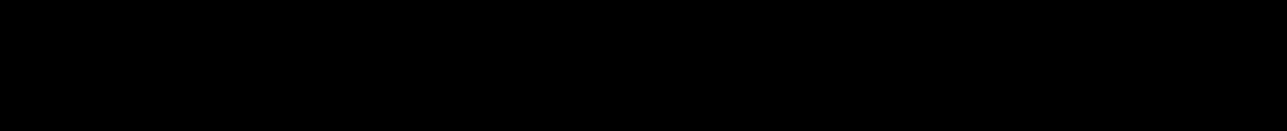
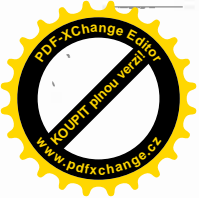
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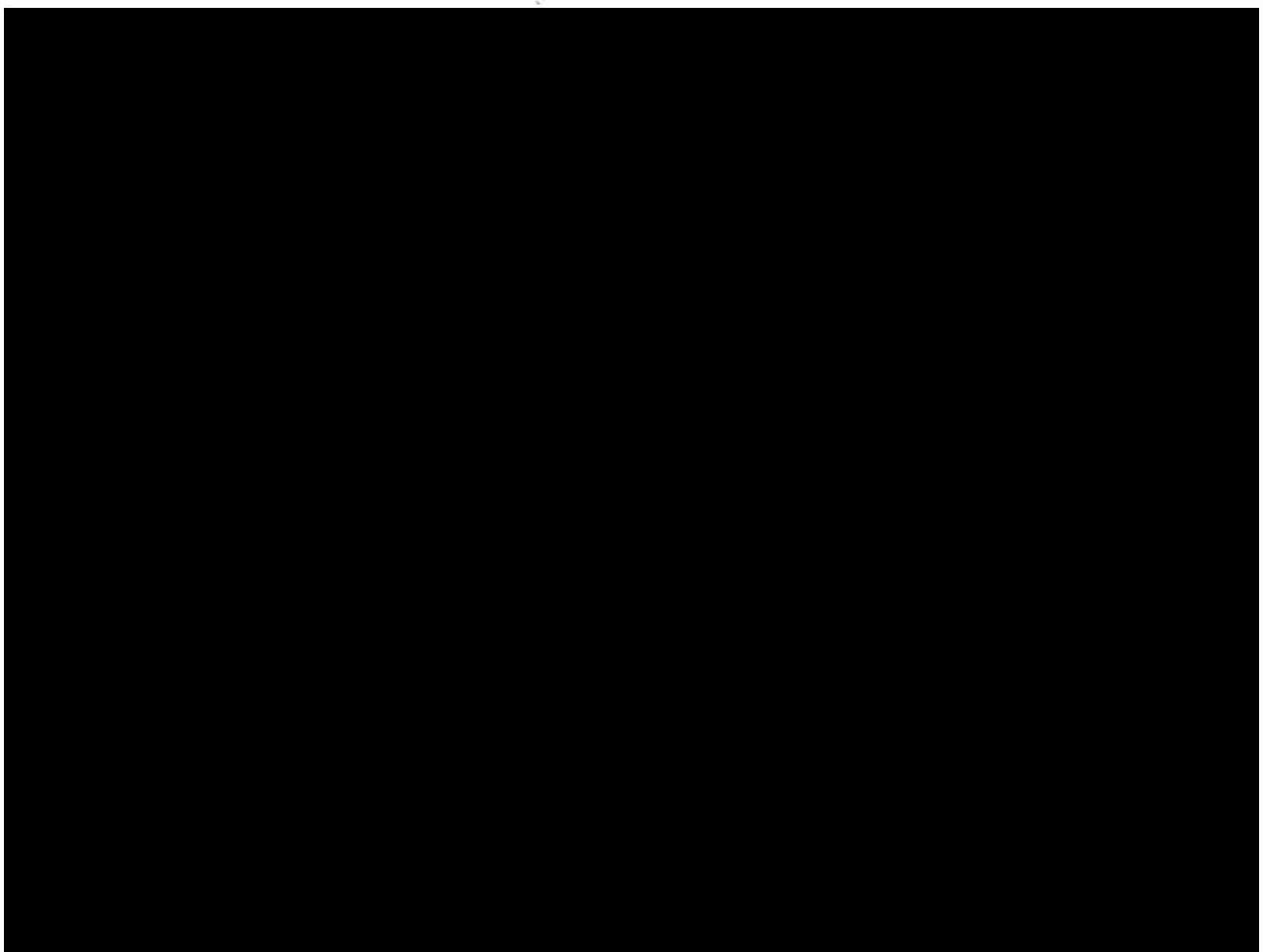
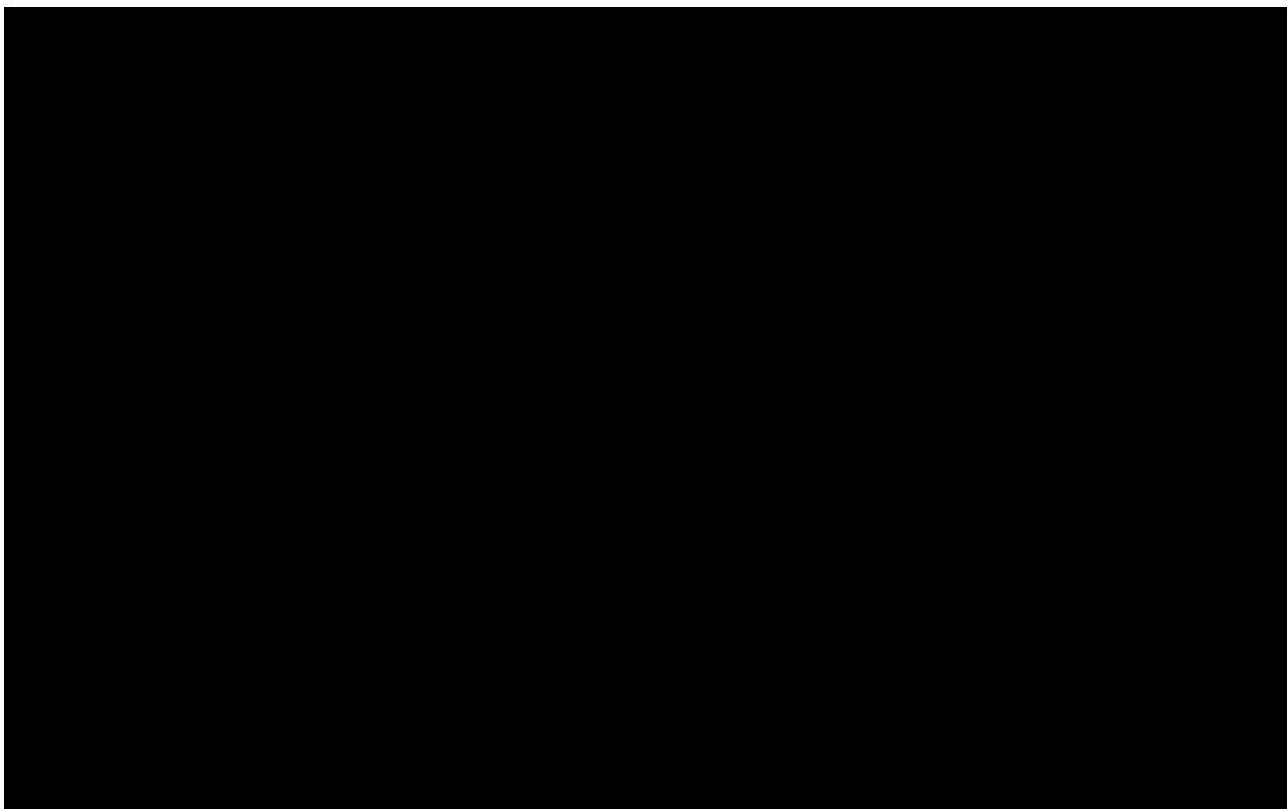
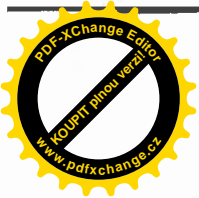
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**SECTION IV: LEGAL**

**17. TITLE TO THE ITEMS/PARTS EXCHANGED**

- 17.1 Title to all Items Delivered for Maintenance remains with [REDACTED] or the respective owner of the Items at all time while under custody of [REDACTED] or any Subcontractor.
- 17.2 [REDACTED] guarantees that all Parts replacing Parts, which have been removed from an Item, shall become the property of [REDACTED] or the respective owner of the Item upon installation into such Item free and clear of any liens or encumbrances. Parts removed from the Item become the property of [REDACTED] at the same time.
- 17.3 [REDACTED] guarantees that replacement Parts are of the same condition and modification status as replaced Part(s).
- 17.4 [REDACTED] may replace Part(s) against a Part(s) with a higher modification status after having received a written approval of [REDACTED] and only if the Parts are two ways interchangeable.

**18. WARRANTY**

**18.1 General**

All Services rendered and all Material supplied by [REDACTED] under this Agreement shall be free from Defects, and without prejudice to the generality of the foregoing will in particular:

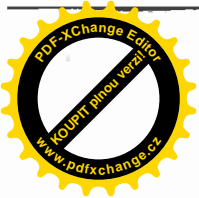
- conform to all applicable airworthiness requirements, including but not limited to all applicable EASA/FAA airworthiness requirements;
- conform to the aircraft manufacturer's and to the OEM's applicable descriptions, specifications, performance guarantees and drawings, manufacturer's warranties will be negotiated through [REDACTED]
- conform to [REDACTED] descriptions, specifications, performance guarantees and drawings;
- conform to all requirements of this Agreement;
- conform to the requirements as stipulated in Attachment A or to the scope as agreed pursuant to Article 15.1 of this Agreement;
- be free from defects in workmanship and Material,
- be free from any rights of third parties, including but not limited to any security interests, encumbrances or liens or any intellectual property rights or rights arising out of a breach of infringement thereof.

Warranty is excluded:

- if Material causing the defect was not manufactured or if work provided in relation to the Services causing the Defect was not performed [REDACTED]

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- if a provisional Repair was performed [REDACTED] recommendation;
- if the defective Item has, in the meantime, been Repaired, overhauled or Modified outside [REDACTED]
- if the Items defect is caused by abnormal wear and tear,
- if Parts or Material are not stored, handled or operated [REDACTED] in accordance with manufacturer's recommendations.

[REDACTED]

## 18.2 Warranty Period

[REDACTED]

## 18.3 Breach of Warranty

The rights and remedies of [REDACTED] provided for in this Article 18.3 ("Breach of Warranty") are non-exclusive and are in addition to any other rights and remedies provided for in this Agreement such as but not limited to Article 19.1("Liability") and Article 19.2 (Withdrawal") and by law.

If a Defect occurs or is present in an Item within the applicable warranty period, [REDACTED] shall at its own cost and at the request [REDACTED] promptly perform all rectification(s) necessary to make such Item free from any Defects.

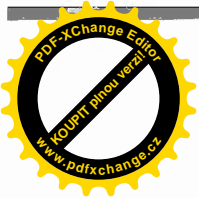
[REDACTED] may assign the warranty as granted in this Agreement in whole or in part to any of its customers solely on the basis of [REDACTED] written consent, which shall not be unreasonably withheld.

## 19. BREACH

### 19.1 Liability

In case [REDACTED] does not comply with [REDACTED] obligation(s) arising out of or in connection with this Agreement or does not comply with any such obligation within the time limits specified in this Agreement ("Breach"), [REDACTED] shall be liable towards [REDACTED] for damages to the extent specified in this Article 19. [REDACTED] liability towards [REDACTED] for damages or losses arising out of or in connection with this Agreement shall be limited to direct damages and losses, that were caused by the gross negligence or the willful misconduct of [REDACTED] its directors, officers, employees or agents and by no means for any damages or losses that were caused by the simple negligence of [REDACTED] its directors, officers, employees or agents. [REDACTED] will not be liable towards [REDACTED] for any reason for special, indirect, incidental or consequential damages, such as lost revenues, lost profits

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or loss of prospective economic advantage, resulting from any performance or failure to perform under this Agreement.

The Parties hereby agree that the aggregate liability of [REDACTED] for claims asserted in respect of damages under or in connection with this Agreement, shall [REDACTED]

[REDACTED] liability in respect of which it is not lawful under any statutory provision to exclude shall not be limited.

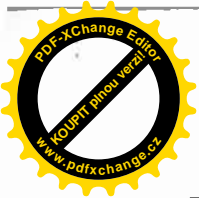
[REDACTED] shall have no liability unless [REDACTED] by electronic mail or in writing within [REDACTED]

## 19.2 **Withdrawal**

In case of Breach [REDACTED] in addition to the rights and remedies provided for in Article 19.1 („Liability“) and in Article 22 („Term and Termination“), shall be entitled to withdraw from any Repair Order or Supplemental Agreement provided that [REDACTED] has notified [REDACTED] of such Breach and [REDACTED] has failed to cure such Breach within a reasonable time agreed between the Parties. [REDACTED] shall be entitled to withdraw from the Repair Order or Supplemental Agreement pursuant to this Article 19.2 [REDACTED] of the date it became aware of the Breach or the date when it ought reasonably to have become so aware.

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20. INSURANCE

20.1 During the Term of this Agreement [redacted] shall effect and maintain, [redacted] [redacted] Aviation General Legal Liability Insurance (including war and allied perils coverage in accordance with AVN52E) with a [redacted] [redacted] for comprehensive bodily injury, property damage, premises, contractual liability (coverage is provided for contractual liability to the extent of contractually assumed legal liability. No coverage is provided for pure financial losses including, but not limited to, breach of contract and penalties), products and hangar keepers liability.

20.2 Throughout the term of this Agreement,

[redacted]

(i) Spares "All Risks" and "War Risk" insurance on the respective Item(s) delivered to [redacted] (aircraft spare parts and Equipment including any of the [redacted] or third party spare part or Equipment in the possession of [redacted] in an amount not less than the replacement value of such Item(s);

[redacted] shall effect and maintain, or cause the operator of the Aircraft to which such Items will be installed to or are capable of being installed, at its own cost:

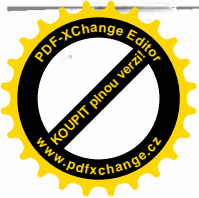
(ii) Hull "All Risks" and "War Risk" insurance of the Aircraft

(iii) Aviation Legal Liability insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with AVN52E) for a [redacted] for any one accident or occurrence but in the annual aggregate with respect of products liability, or such higher amount required by applicable law, and such legal liability insurance shall include but not be limited to aircraft third party, passenger, passengers' baggage, cargo, mail and general third party legal liability insurance;

During the period of this Agreement and furthermore [redacted] after Redelivery of such Items the above Liability insurance/insurance policy shall name [redacted] and its officers, directors, employees, agents, servants and sub-contractors as additional assureds ("Additional Assureds").

During the period of this Agreement Spares and Hull insurance/insurance policies shall provide that insurers waive any and all of their rights of subrogation against the Additional Assureds with respect to the Spares and Hull insurances.

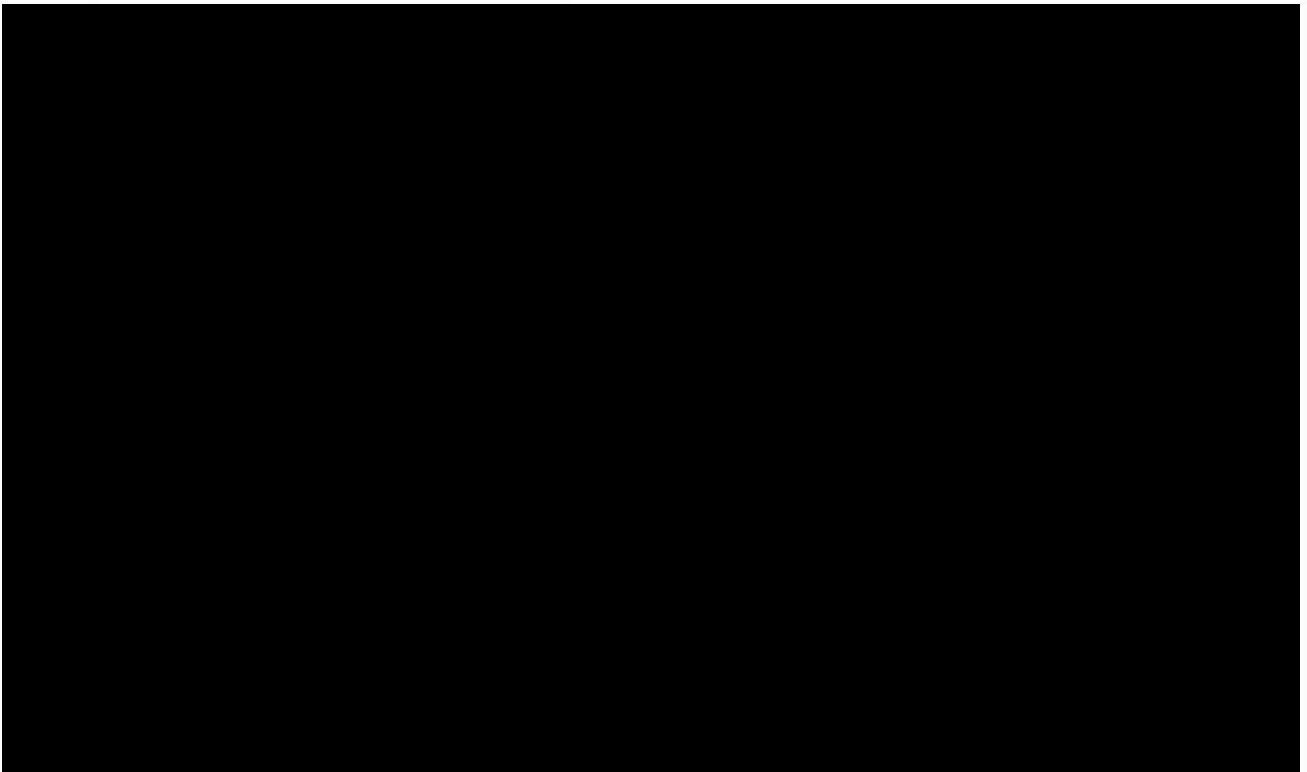
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20.3 The general indemnity set out in 20.2 shall exclude, for any Indemnitee, Claims and Losses to the extent they relate to:

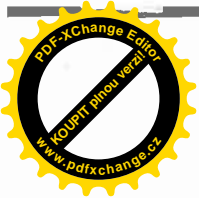
- I. the willful misconduct, gross negligence or contractual breach of that Indemnitee;
- II. events or circumstances occurring during the Term which are not
  - (a) caused by or attributable to any act or omission during the Term and/or
  - (b) related to this Agreement and its contemplated or permitted transactions.

20.4 The insurances mentioned in 20.1 and 20.2 shall be:



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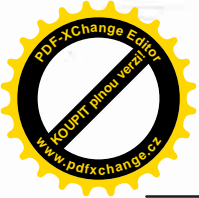
## 21. FORCE MAJEURE AND EXCUSABLE DELAYS

- 21.1 Neither Party shall be under any obligation to perform this Agreement or be liable for any delay or any other Breach if and to the extent that such delay or other Breach is due to reasons beyond such Party's reasonable control such as but not limited to: Acts of God or the public enemy, war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, epidemics or quarantine or orders having the force of law affecting material, failure of OEM to supply LLP material except standard material (with no affect for material retracted by manufacturer from production), facilities or completed work ("Force Majeure").
- 21.2 In case of Force Majeure, the Party affected by such Force Majeure shall immediately inform the other Party in writing about the commencement of such Force Majeure, and when such Force Majeure has ended the relevant Party shall give written notice to the other Party of its termination.
- 21.3 In case of delay or any other Breach caused by Force Majeure, [REDACTED] shall use its best effort to minimize the impact of such Breach.
- 21.4 In the event that any of the Parties is prevented or is threatened to be prevented by Force Majeure from fulfillment of any of its obligations under this Agreement, such Party shall promptly advise the other Party in writing as and when the case arises of any delay or threatening delay in performance and the reason therefore as well as to which extent and -if possible- the expected period of Force Majeure. Furthermore such Party shall use its best efforts to mitigate the effects of the duration of Force Majeure and the damage for the other Party due to Force Majeure thereof. Said Party shall be granted such extension of time as may be agreed upon to be reasonable under the circumstances.
- 21.5 During the period of Force Majeure the performance of the Agreement by both Parties shall be deferred, unless agreed otherwise.
- 21.6 In case the period of Force Majeure expires or is reasonably expected to expire [REDACTED] both Parties are entitled to terminate this Agreement with immediate effect and with no need for judicial recourse by giving written notice of termination to the other Party.
- 21.7 Any delays due [REDACTED] such as late Delivery [REDACTED] of the Landing Gear for which the Services are due, Components, parts and/or materials due to be supplied [REDACTED] or being supplied on time are later found to be unserviceable or in not sufficient quantity, shall constitute as excusable delay on [REDACTED] side and [REDACTED] shall have no liability towards [REDACTED]
- 21.8 Any unforeseen Major Repairs will be considered as an excusable delay on [REDACTED] side provided the work to be done involves an extension of TAT and [REDACTED] shall have no liability towards [REDACTED] However, [REDACTED] shall use its best efforts to avoid extension of TAT.
- 21.9 [REDACTED] shall not be responsible nor be deemed to be in fault on account of delay in the Redelivery due to causes beyond [REDACTED] fault or negligence, including but not limited to, Force Majeure, fires, floods, explosions, earthquakes, epidemics or quarantine restrictions, acts of Government, wars, insurrections, riots, failures of transportation outside of [REDACTED] control, causing cessation, slowdown or interruption of work, due to work on hold awaiting [REDACTED] information or decision,

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supply of missing items by the [REDACTED]. In the event Redelivery of any Item is delayed by one or more of the above causes, [REDACTED] shall promptly notify [REDACTED] of any such delay and the expected extent thereof.

## 22. TERM AND TERMINATION

22.1 This Agreement becomes valid and effective as of signature by the authorized representatives of both Parties and shall remain in force for an indefinite period of time until terminated in accordance with this Article ("Term and Termination") ("Term"). The Attachments to this Agreement shall become effective from the same date or the date expressly specified therein and shall remain in force for the Term unless otherwise stated therein.

22.2 [REDACTED] may terminate this Agreement as a whole or in part after expiry of a minimum period of Agreement [REDACTED]

22.3 Notwithstanding the provision of Article 22.2 hereof, [REDACTED] shall be entitled to terminate this Agreement as a whole or in part or any of the Attachments individually at any time for convenience and without stating a reason by giving [REDACTED]

22.4 Either Party may withdraw from this Agreement with immediate effect upon the delivery of the withdrawal notice to the other Party, in case that:

Other Party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed in reasonable time after the receipt of a written request from the other Party to remedy the breach (such request containing a warning of such Party's intention to withdraw); or

Other Party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if either Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if action analogous to the foregoing shall occur under the laws of any jurisdiction with respect to such other Party.

## 23. CONFIDENTIALITY

23.1 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. In particular each Party shall treat as strictly confidential the contents of the negotiations leading up to this Agreement. Neither Party shall disclose this Agreement or the contents of the negotiations leading up to this Agreement to any employee, third party or other person except

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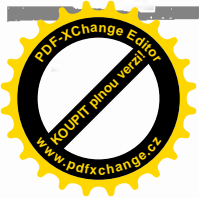
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where such disclosure is necessary in order to fulfill the obligations under this Agreement.

- 23.2 Both 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 at any time for any reason – comprising any and all such information in oral or visual form, and shall use such information solely for the performance hereunder.
- 23.3 The disclosure of any documents, data and other information to the other Party in connection with this Agreement shall not be construed as a grant or transfer of any rights, in particular but not limited to intellectual 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.
- 23.4 Such terms, conditions, documents, data and information shall not be furnished by either Party to any third party without the prior written consent of the other Party, except when such are expressly required to be disclosed by applicable law an order or decision issued by an authority or public institution according to the applicable law. Notwithstanding to the above as a third party shall not be considered company belonging to the group of companies (in Czech: *koncern*) within the meaning of Section 66a of Act No. 513/1991 Coll., Commercial Code, as amended, directly or indirectly controlled [REDACTED] with its [REDACTED]
- 23.5 The Party who is lawfully obliged to disclose information relating to the Agreement shall be exonerated from liability, subject to sending in advance of a written notice to the other Party detailing the information to be disclosed, the persons to whom the information shall be disclosed as well as the legal grounds of such disclosure.

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## 24. NOTICES AND COMMUNICATION

- 24.1 Until notified to the contrary or, unless otherwise stipulated in this Agreement, all communication required under this Agreement shall be addressed to the Parties as specified in Annex B hereto
- 24.2 Communications from [REDACTED] regarding any Repair Orders shall be sent to the [REDACTED] specified in the relevant Repair Order.
- 24.3 Save if otherwise provided in this Agreement, any notices required or permitted to be given or delivered under this Agreement must be in writing and shall exclusively be sent by:
- (a) registered or certified mail or express courier to the other Party; or
  - (b) fax transmission sent to the other Party's fax number, and subject to posting a hard copy as provided in Article 24.3 (a) immediately thereafter.
- 24.4 Any notice given under clause 24.3 (a) shall be deemed to have been received [REDACTED]. Any notice given in accordance with clause 24.3 (b) shall be deemed to have been received [REDACTED] after its transmission by fax.

## 25. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by, and construed in accordance with the laws of the Czech Republic.

The Parties undertake to resolve any disputes arising from or in connection with this Agreement amicably and by mutual agreement. Should the Parties fail to reach an agreement on the resolution of the respective dispute within [REDACTED] [REDACTED] the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language of arbitration shall be English, the place of arbitration shall be Prague, Czech Republic. The decision of the arbitrators shall be final and binding on the Parties.



## 26. MISCELLANEOUS

### 26.1 Assignment

Neither Party may assign any of its rights and/or obligations under this Agreement and/or any Repair Order and/or any Supplemental Agreement or part thereof without the prior written consent of the other Party. The transfer, sale or other disposal of the ownership of one of the Parties' LDG Maintenance, Repair and Overhaul Business, of the respective acting divisions or of the respective part(s) of its enterprise, or the establishment of one of the Parties' respective acting divisions or of the respective part(s) of its enterprise as a separate and legally independent business unit, and the transfer, sale or other disposal of the ownership of such business unit or of the majority of shares or voting rights in such business unit shall not be considered as assignment of such Party's rights and/or obligations under this Agreement or any Repair Order or Supplemental Agreement or part thereof.

Either Party shall be informed about any intended assignment of the other Party in due time.

### 26.2 Agreement Changes, Alteration

This Agreement shall not be varied in any terms or amended except by an instrument in writing explicitly named an amendment to this Agreement and signed by duly authorized representatives of the Parties.

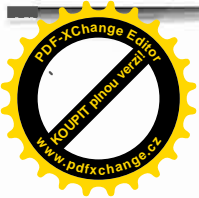
Verbal agreements reached during the negotiations or during the period of this Agreement shall not be binding upon either Party unless and until mutually confirmed in writing.

All communication between the Parties shall be in English and all documentation shall be made available to the other Party in English. In case any other language is used or any document including this Agreement is translated into any other language it shall be for convenience only. The version in English shall be legally binding.

### 26.3 Waiver and Severability

Failure by either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions.

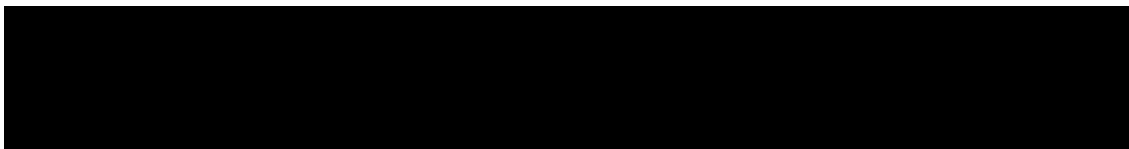
If any of the provisions of this Agreement is or will become or will be considered to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this Agreement. The Parties undertake to substitute as soon as practicable the invalid or unenforceable or otherwise ineffective provision by a new provision mutually agreed upon by [REDACTED] reflecting the intent of the provision so substituted.



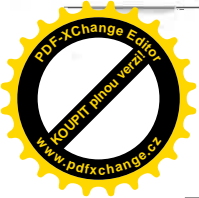
**26.4 Interpretation**

The list of contents, section names and headings are for ease of reference only and shall not be taken into account in construing this Agreement.

**26.5 Form of Agreement**



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27. SIGNATURES

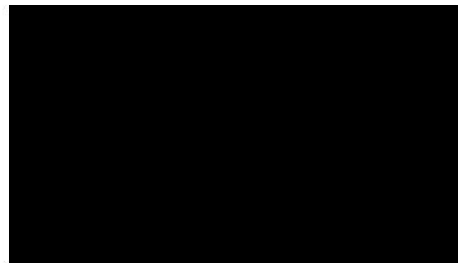
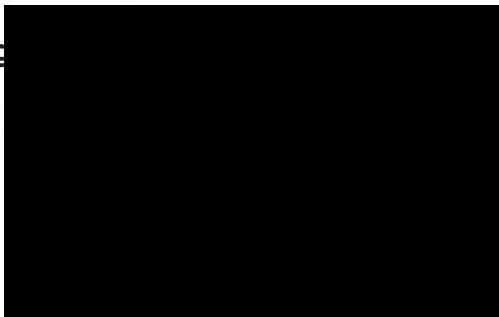
IN WITNESS THEREOF [redacted] have caused this Agreement to be executed as of the day and year written below.

For and on behalf of [redacted]

Name:

Title:

Town, Date:



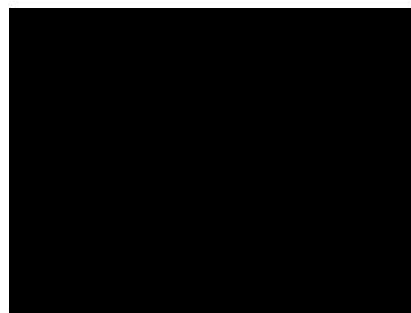
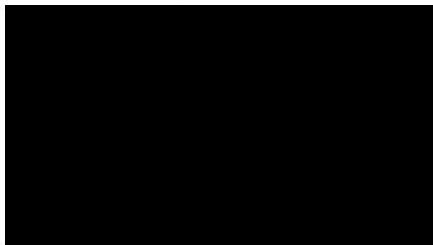
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For and on behalf of [redacted]

Name:

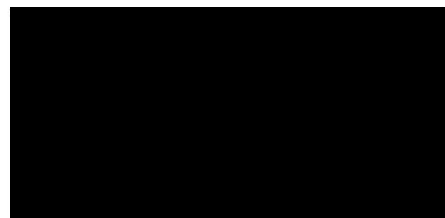
Title:

Town, Date:

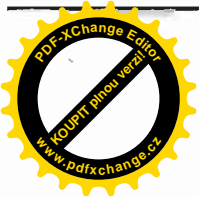


PRG, 7<sup>th</sup> Sep 2012

PRG, 7<sup>th</sup> SEP 2012

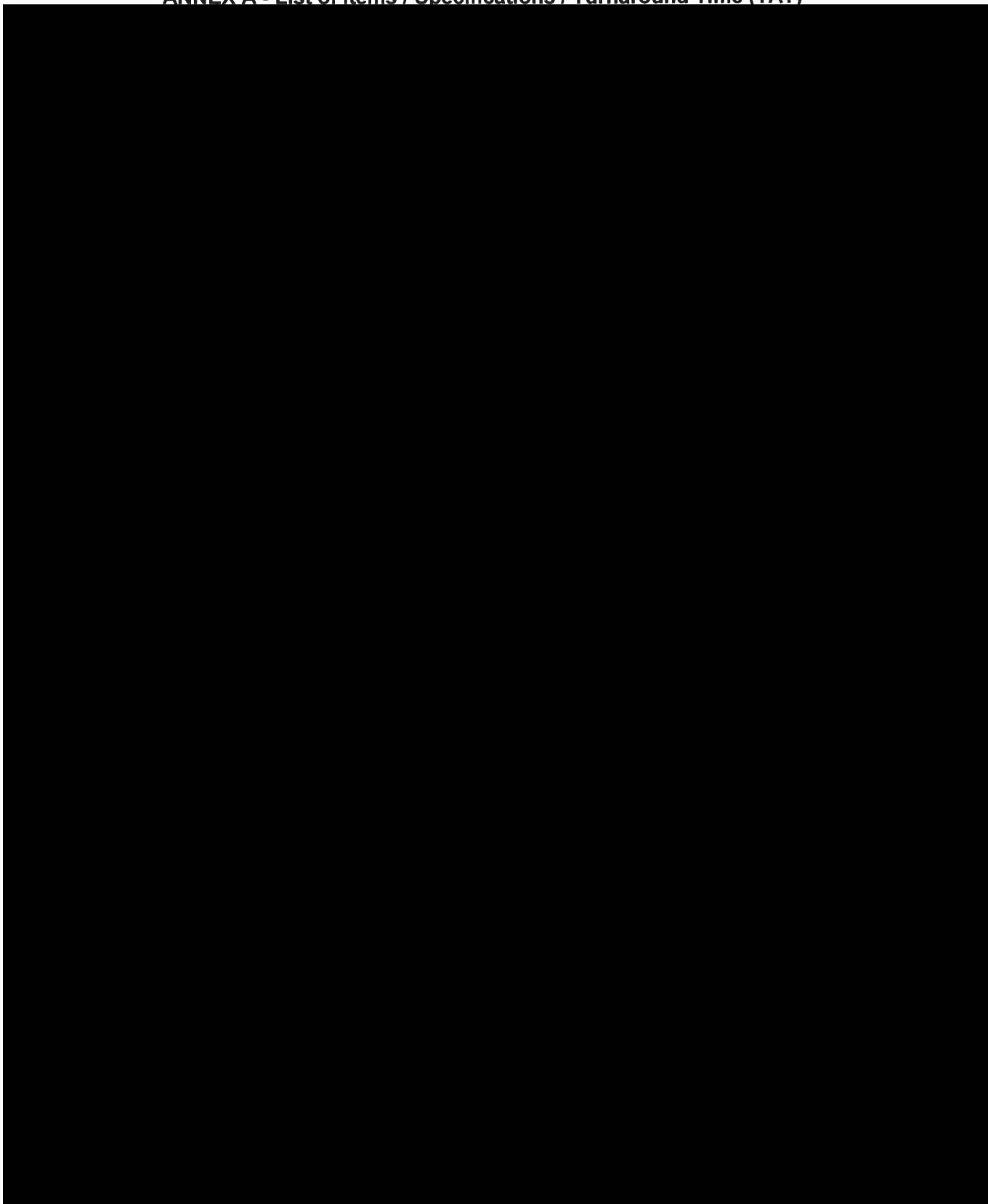


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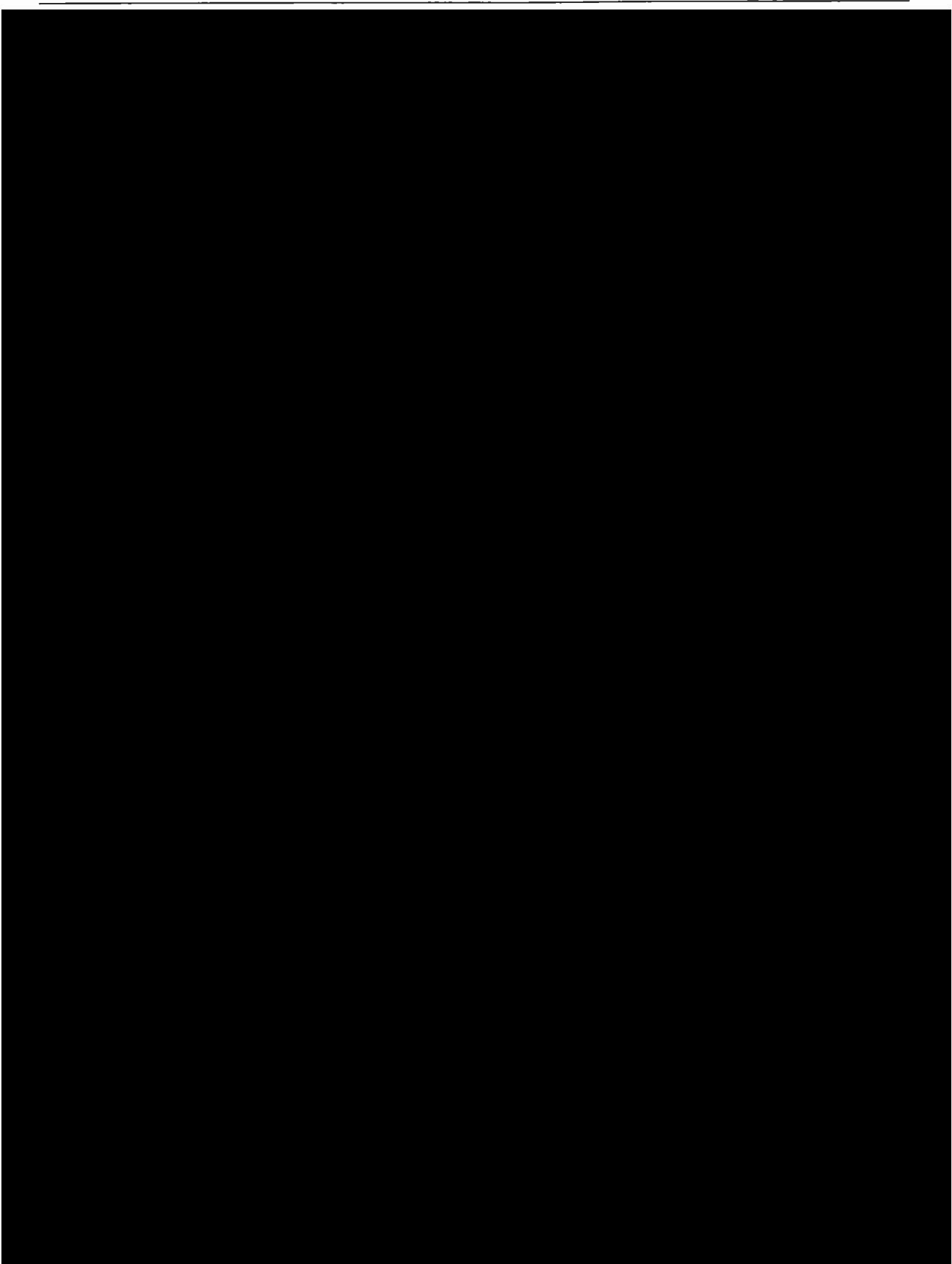
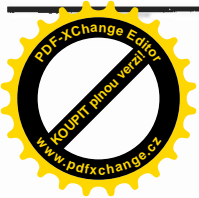
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**ANNEX A - List of Items / Specifications / Turnaround Time (TAT)**



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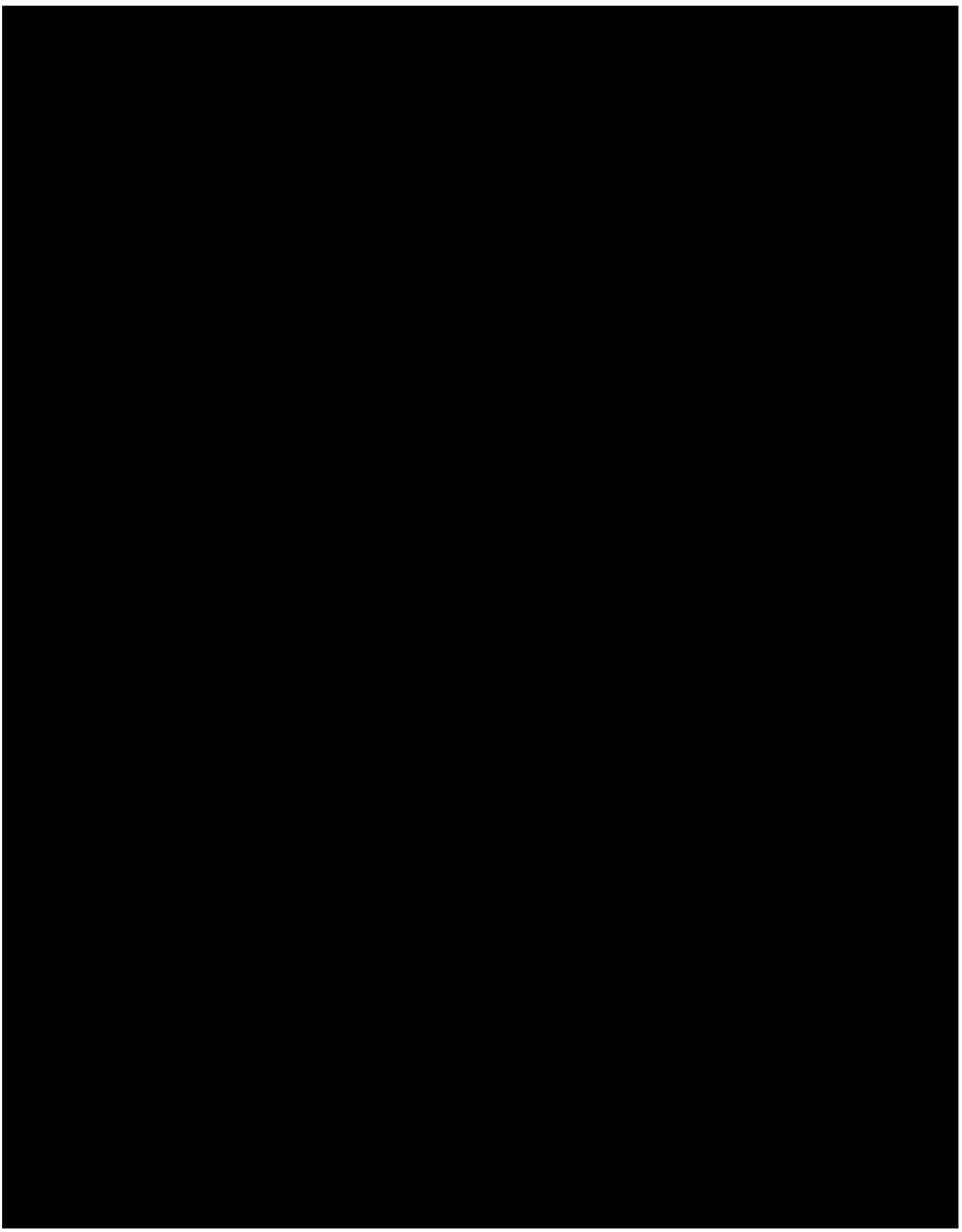
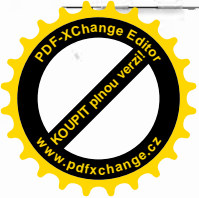
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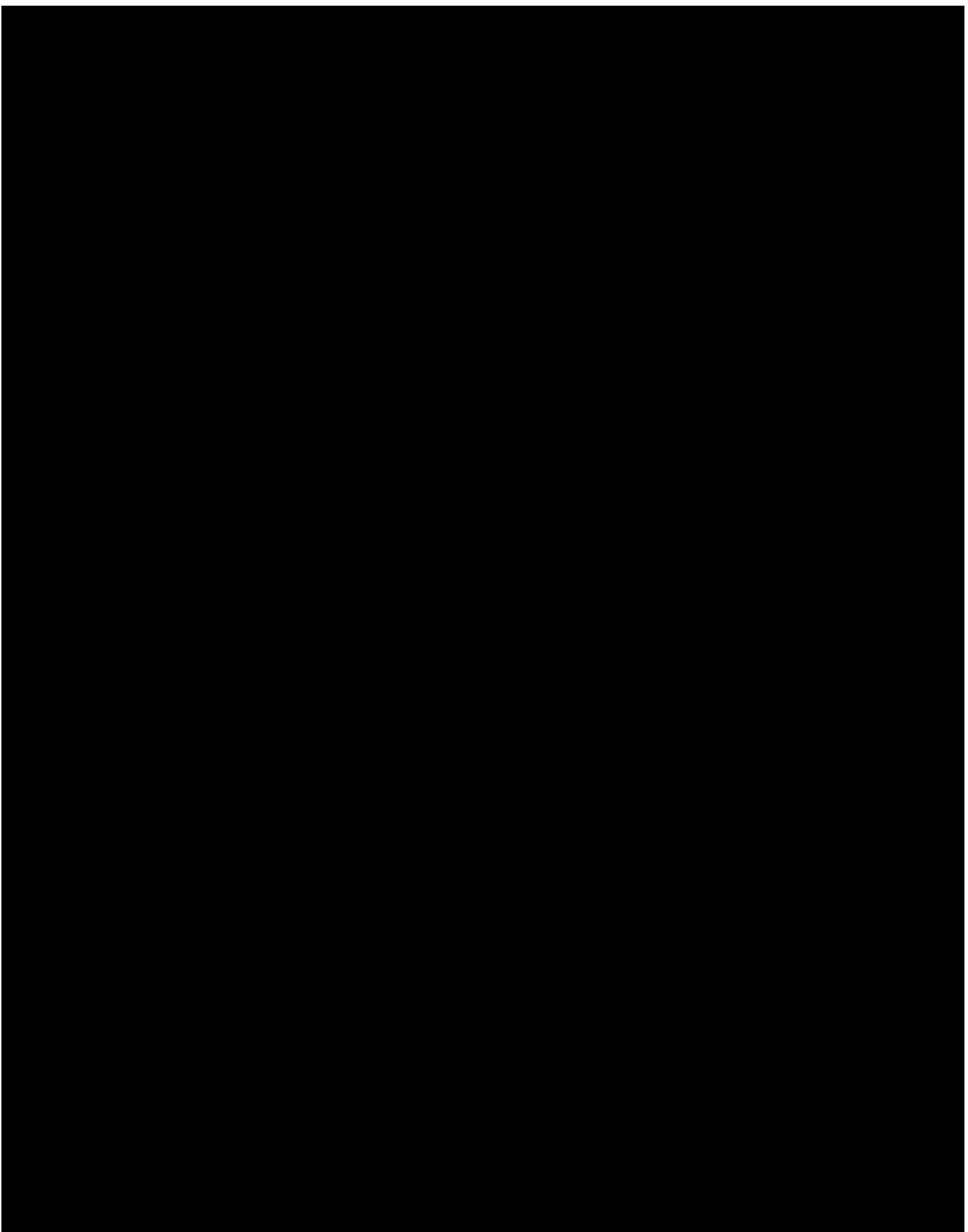
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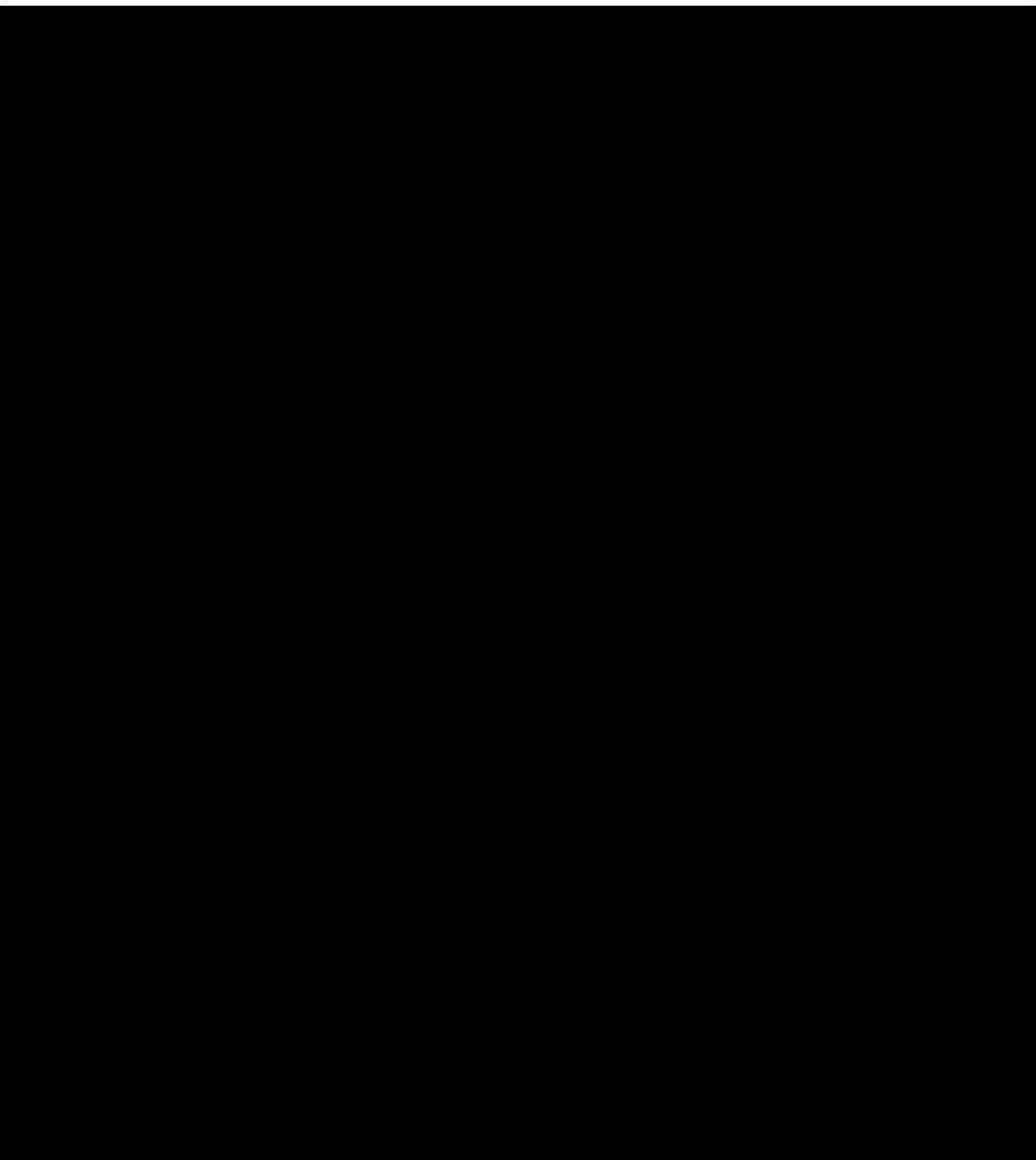
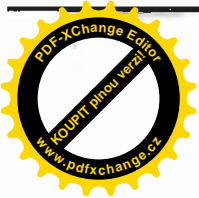
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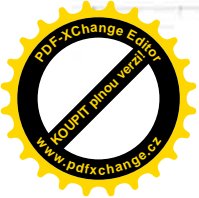
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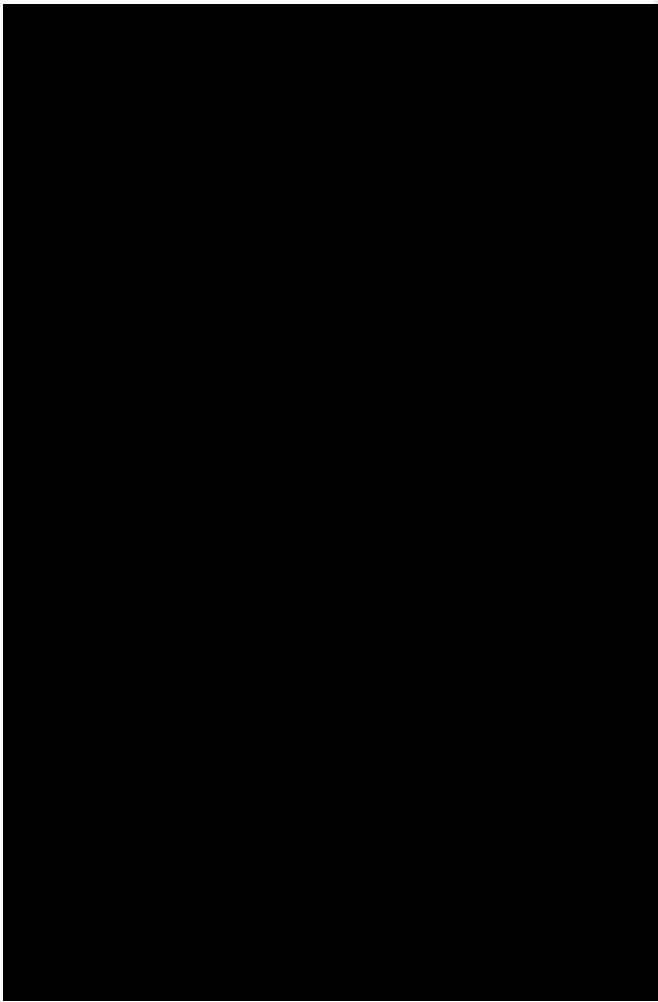
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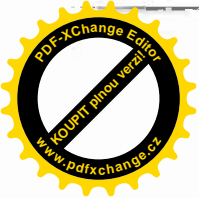
**ANNEX B - Notices and Requests -**

Any Repair Order, notice and request in connection with this Agreement shall be sent to the respective Party and department to the addresses stated below:



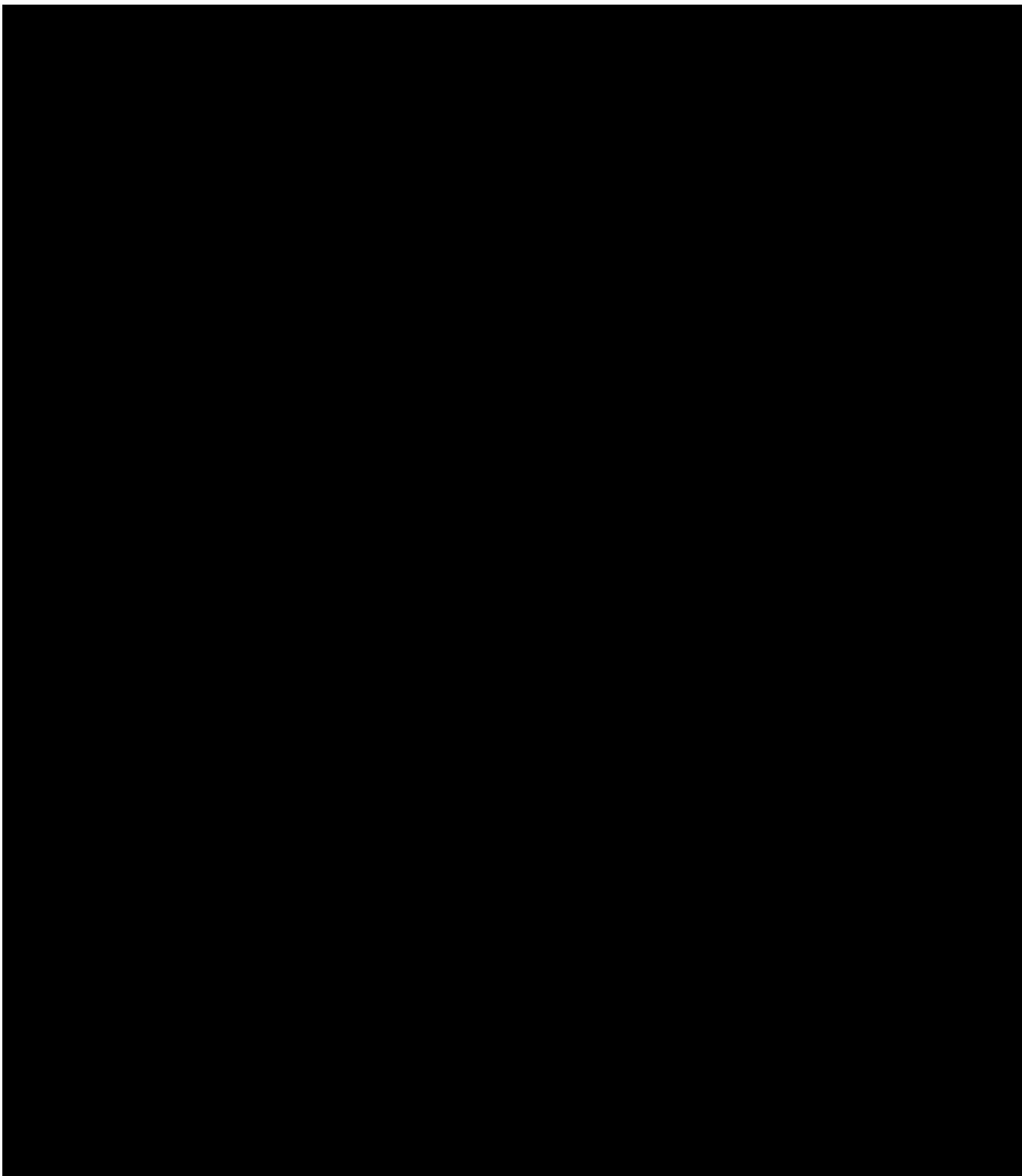
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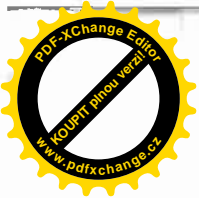
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**ANNEX C –List of Subcontractors**



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