



Ref. No. LS-3-55/ČJ-2018-9800KR

Prague 7.6.2018

No. of pages 2

SAFRAN Helicopter Engines Germany
Borsteler Chausse 43
D-22453 Hamburg
GERMANY

ORDERWe are ordering the **exchange** of the item below:

	P/N	S/N	pc
ECU (FADEC)	70EMM01070 (700EMM11010)	see attachment	12

Please send the invoice with due date 30 days you send to the **recipient's address**.

In the invoice we need both following addresses :

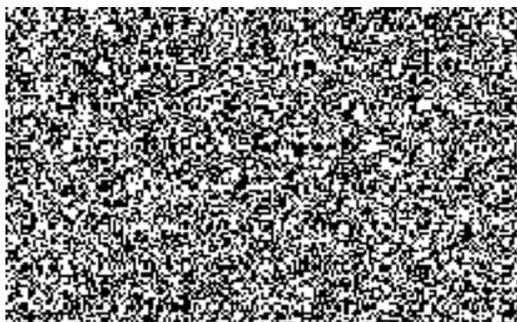
Customer : Ministerstvo vnitra ČR
 Nad Štolou 936/3
 170 34 Praha 7

Recipient : Policie ČR letecká služba
 pošta 614, schr. 35
 161 01 Praha 6
 IČO : 00007064
 DIČ : CZ00007064
 Bank.spoj. 

Spare parts are to be delivered directly to our Police Aviation Department. The address is :

Delivery address:

Czech Police Aviation Department
Vaclav Havel Airport Prague
south area
Hangar "D"



Contract – 27/16/1G.FOS

SAFRAN HELICOPTER ENGINES GERMANY GmbH
 Borsteler Chaussee 43
 22453 Hamburg
 Germany



F A C S I M I L E

REFERENCE	IG/270-2018	DATE	22. MAY 2018
FRAME CONTRACT	FOS 27/16/IG.FOS (I.S-250-23/CJ-2016-9800KR		
FROM	 Customer Service Manager E-Mail: 	TO	
		COMPANY	Czech Police
		E-Mail	
		PAGE FROM	1 TO 9

STANDARD EXCHANGE PROPOSAL FOR ARRIUS 2B2 EECU 12 ASSETS WITH THE FOLLOWING CORE SERIAL NUMBERS: 2AMN0178CE, 7AMN0757CE, 2AMN0168CE, 2AMN0175CE, 7AMN0753CE, 5AMN0516CE, 5AMN0515CE, 3AMN0326CE, 5AMN0552CE, 7ALD0191CE, 2AMN0159CE, 8ALD0217CE.

THE OBJECT OF THE CONTRACT IS TO PERFORM A STANDARD EXCHANGE OF THE MATERIAL BETWEEN SAFRAN HELICOPTER ENGINES AND THE CUSTOMER.

ARTICLE 1 DEFINITIONS

EQUIPMENT means according to context, an engine, a module, an accessory or any component thereof which is covered by this agreement as defined in article 2 and 3, as applicable.

STANDARD EXCHANGE EQUIPMENT means the serviceable equipment supplied by SAFRAN HELICOPTER ENGINES for the replacement of malfunctioning or unserviceable equipment. Such Standard Exchange equipment shall come from SAFRAN HELICOPTER ENGINES stock irrespective of the previous operator, place of operation, reason for its being handed in, operating hours/cycles available, or modification standard.

ORDER REF: **orally agreed during meeting at CZPOL facility on 16th May 2018**

HEREINAFTER **CZPOL** IS REFERRED TO AS **CUSTOMER**.

THIS COMMERCIAL PROPOSAL IS VALID UNTIL **22. June 2018**.

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Germany

**F A C S I M I L E****ARTICLE 2 CUSTOMER'S EQUIPMENT IDENTIFICATION**

The equipment covered by this proposal is the property of **CZPOL** that expressly consents to the terms of this proposal in accordance with the Owner Certificate form attached in Appendix 1 hereto.

CUSTOMER's equipment to exchange**Standard Exchange of 12 EECUs for Arrius 2B2**

Family/variant/version **Arrius 2B2 EECU part n° 70EMM01070 serial n° 2AMN0178CE, 7AMN0757CE, 2AMN0168CE, 2AMN0175CE, 7AMN0753CE, 5AMN0516CE, 5AMN0515CE, 3AMN0328CE, 5AMN0552CE, 7ALD0191CE, 2AMN0159CE, 8ALD0217CE**

Reason for removal: **Application of TU 132 (EMC 101)**

Date of removal: **Till end November 2018**

Date of customer request for delivery of Standard Exchange equipment: **TBD**

Hours and cycles consumption: **On Condition**

ARTICLE 3 STANDARD EXCHANGE EQUIPMENT BY SAFRAN HELICOPTER ENGINES

(According to availability at the date of receipt of purchase order)

Standard Exchange of 12 EECUs for Arrius 2B2

Family/variant/version **Arrius 2B2 12 EECUs part n° 70EMM11010 serial n° unknown**

Hours and cycles consumption: **On condition**

Warranty: **9 months.**

Warranty expires after above mentioned period.

ARTICLE 4 PRICING AND TERMS OF PAYMENT

Total amount for Standard Exchange: **258.240 Euro (Two-hundred-fifty-eight-thousand two-hundred-forty Euro and Zero Cent)**, V.A.T. and any other tax applicable in the country of destination of the equipment not included and to be payable solely by the **CUSTOMER**, 2018 economic conditions.

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Gross value for Standard Exchange	322.800,00 Euro
- 20% Discount in accordance with SAFRAN HE's SE policy	- 64.560,00 Euro
TOTAL Amount	258.240,00 Euro

Table based on 2018 economic conditions.

The payment corresponding to the Standard Exchange shall be paid within thirty (30) calendar days of the date of issuance of **SAFRAN HELICOPTER ENGINES**'s invoice.

All the costs and disbursements occasioned by the implementation and execution of this commercial proposal, such as customs, insurance, storage, packaging, cost of transport all taxes and assessment associated with the Standard Exchange are payable by the **CUSTOMER**, in accordance with the applicable Incoterms (ICC issue 2010).

This commercial proposal is only valid for an undamaged, complete product returned by the **CUSTOMER** with its complete and fully updated documentation. The pricing may vary depending on investigation findings according to the core condition. Upon assessment of the returned equipment, in the event where it has been noted that the equipment has suffered from damage due to poor maintenance, incorrect operation, erosion, corrosion, overheating, surging, etc. or from the ingestion of foreign object(s), or from an accident or incorrect storage protection, or from the use of maximum contingency rating beyond the maximum limitation or that a part is missing, **SAFRAN HELICOPTER ENGINES** shall issue a supplementary invoice to the **CUSTOMER**.

ARTICLE 5 DELIVERY OF STANDARD EXCHANGE EQUIPMENT

The Standard Exchange equipment shall be delivered to the **CUSTOMER** FCA **SAFRAN HELICOPTER ENGINES**'s TARNOS or BORDES factory or any other place designated by **SAFRAN HELICOPTER ENGINES**, in accordance with the ICC issue 2010 Incoterms.

Delivery lead time: **3 – 5** working days upon receipt of firm order.

The **CUSTOMER**'s equipment, to be sent to **SAFRAN HELICOPTER ENGINES** in exchange of the Standard Exchange equipment already provided by **SAFRAN HELICOPTER ENGINES**, shall be delivered DAP to **SAFRAN HELICOPTER ENGINES**'s Tarnos factory within **fifteen (15)** calendar days after delivery of the Standard Exchange equipment to the **CUSTOMER** by **SAFRAN HELICOPTER ENGINES**.

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If the **CUSTOMER's** equipment, to be sent to **SAFRAN HELICOPTER ENGINES** in exchange of the Standard Exchange equipment already provided by **SAFRAN HELICOPTER ENGINES**, is delivered within **ten (10)** calendar days a credit note of:

- Engines and Modules: **two hundred and fifty Euro (250 Euro)**
- Accessories (FCU, HMU, DECU/EECU/FADEC): **seventy Euro (70 Euro)**

shall be granted to the **CUSTOMER** for each day earlier.

If the **CUSTOMER's** equipment, to be sent to **SAFRAN HELICOPTER ENGINES** in exchange of the Standard Exchange equipment already provided by **SAFRAN HELICOPTER ENGINES**, is not delivered within **fifteen (15)** calendar days, a daily fee of:

- Engines and Modules: **two hundred and fifty Euro (250 Euro)**
- Accessories (FCU, HMU, DECU/EECU/FADEC): **seventy Euro (70 Euro)**

by the day of delay (starting from the first day of delay) shall be charged to the **CUSTOMER**, in addition to the Standard Exchange price mentioned above. In this case, **SAFRAN HELICOPTER ENGINES** will issue a supplementary invoice.

See Appendix 2.

The **CUSTOMER's** equipment must be accompanied by its comprehensive and up-to-date documentation.

In the event the **CUSTOMER's** equipment is not delivered with its fully updated and complete documentation, **SAFRAN HELICOPTER ENGINES** will be entitled to charge the related overhaul to the **CUSTOMER**.

In the event, the **CUSTOMER** fails to return the **CUSTOMER's** equipment to be exchanged within forty-five (45) calendar days, after delivery of the Standard Exchange equipment, the **CUSTOMER** grants **SAFRAN HELICOPTER ENGINES**, the right to consider this Standard Exchange as an ordinary sale of equipment and the price list in force at such time shall be applied. In this case, **SAFRAN HELICOPTER ENGINES** will issue an additional invoice to the **CUSTOMER**.

ARTICLE 6 RISK AND TITLE

Right in and title to the delivered Standard Exchange equipment shall remain with **SAFRAN HELICOPTER ENGINES** until, the corresponding price has been fully paid by the **CUSTOMER** and cleared or good value funds recorded in **SAFRAN HELICOPTER ENGINES's** account in accordance with this commercial proposal and corresponding invoices.

The risk of loss and damage to the Standard Exchange equipment and any damage caused by this equipment shall be borne by the **CUSTOMER** from delivery of the Standard Exchange equipment to the **CUSTOMER** by **SAFRAN HELICOPTER ENGINES** according to the applicable Incoterms 2010 mentioned above (ICC Issue 2010).

Right in and title to the **CUSTOMER's** equipment which has been exchanged shall be transferred to **SAFRAN HELICOPTER ENGINES** at the time the **CUSTOMER's** equipment is removed from the helicopter.

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The risk of loss and damage to the **CUSTOMER's** equipment which has been exchanged and the damage caused by this equipment shall be borne by the **CUSTOMER** until the **CUSTOMER's** equipment is delivered to **SAFRAN HELICOPTER ENGINES** according to the applicable Incoterms as mentioned above (ICC Issue 2010).

ARTICLE 7 WARRANTY

Notwithstanding anything else in the GSC attached or already approved by the **CUSTOMER**, it is expressly agreed between **SAFRAN HELICOPTER ENGINES** and the **CUSTOMER** that the benefits of the warranties granted by **SAFRAN HELICOPTER ENGINES** to the **CUSTOMER** and the rights and remedies expressly provided to the **CUSTOMER** pursuant to this article are to the extent permitted by law in lieu of:

- i. all other rights and remedies of the **CUSTOMER** and obligations and liabilities of **SAFRAN HELICOPTER ENGINES** towards the **CUSTOMER**,
- ii. all other warranties, whether written, oral, expressed, implied or statutory (including, without limitation, any warranty of merchantability or fitness for a particular purpose),
- iii. any other cause of action in contract or under statute or any other legally recognised cause of action or liability whatsoever.

ARTICLE 8 INSURANCE

The **CUSTOMER** undertakes to purchase and maintain insurance coverage with a reputable insurance company adequate to cover its comprehensive general liability (unlimited for cases of personal injury) and delivered equipment until ownership has been transferred. The coverage shall be of the all risks type for the value of the equipment as new until full payment is received. At its request, **SAFRAN HELICOPTER ENGINES** must be provided with the certificates of the pertaining policies specifying the type and amounts of coverage in effect and the expiration dates of each policy. The **CUSTOMER** shall maintain aircraft third party liability insurance including an aviation products liability insurance.

ARTICLE 9 TERMINATION

Termination for the **CUSTOMER's** default

Without prejudice to its other rights and remedies, **SAFRAN HELICOPTER ENGINES** may immediately terminate this contract by written notice if:

- i. subject to applicable laws and regulations, the **CUSTOMER** enters into bankruptcy or liquidation proceedings or becomes unable to pay its debts as they come due
- ii. The **CUSTOMER** is in breach of any of its material obligations under this contract and **SAFRAN HELICOPTER ENGINES** has served written notice of the breach to the **CUSTOMER** specifying the facts

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giving rise to the same; and the **CUSTOMER** fails to remedy the breach within thirty (30) calendar days after receipt of the above mentioned written notice.

Termination for **SAFRAN HELICOPTER ENGINES's** default

Without prejudice to its other rights and remedies, the **CUSTOMER** may immediately terminate this contract by written notice if:

- i. subject to applicable laws and regulations, **SAFRAN HELICOPTER ENGINES** enters into bankruptcy or liquidation proceedings or becomes unable to pay its debts as they come due; or
- ii. **SAFRAN HELICOPTER ENGINES** is in breach of any of its material obligations under this contract and the **CUSTOMER** has served written notice of the breach to **SAFRAN HELICOPTER ENGINES** specifying the facts giving rise to the same; and **SAFRAN HELICOPTER ENGINES** within ninety (90) calendar days after receipt of the above mentioned written notice (i) fails to remedy the breach, or (ii) if the breach is not remedied within such ninety (90) calendar days, fails to implement corrective actions demonstrated to lead to prompt correction of the breach.

Termination for Force Majeure:

If any party remains affected by a Force Majeure event (as defined in the GSC) for more than one hundred and twenty (120) calendar days, then the other party may immediately terminate this contract by serving a written notice of termination to the affected party, without any party incurring any liability whatsoever.

ARTICLE 10 ENTIRE CONTRACT

There are no other agreements or understandings, either oral or written, between **SAFRAN HELICOPTER ENGINES** and the **CUSTOMER** affecting the scope of this contract. This contract cancels and supersedes all previous agreements and representations made between **SAFRAN HELICOPTER ENGINES** and the **CUSTOMER** relating to the subject matter covered herein.

ARTICLE 11 WAIVER

Failure or delay at any time of either party to enforce any provision of this contract or any part thereof shall not constitute a waiver of such provision or affect the validity of the contract or any part therein, nor prejudice the rights of said party to enforce such provisions at a subsequent time.

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**F A C S I M I L E****ARTICLE 12 ORDER OF PRECEDENCE**

In the event of any conflict between the following documents, the order of precedence between them shall be as follows:

- (i) FOS 27/16/IG.FOS (LS-250-23/CJ-2016-9800KR
- (ii) this contract without its Appendices;
- (iii) the Appendices to this contract, except General Sales Conditions;
- (iv) the General Sales Conditions

SIGNATURES OF THE PARTIES**SAFRAN HELICOPTER ENGINES**

NAME:



TITLE:

Customer Service Manager

DATE:



SIGNATURE:

**CUSTOMER****LETECKÁ SLUŽBA POLICIE ČR**
pošt. úřad 614, schr. 35
161 01 Praha 6

NAME:



TITLE:

DATE:

6. 6. 2018

SIGN:



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APPENDIX 1

to Proposal IG/270-2018 -- Arrius 2B2 12 EECUs S/N 2AMN0178CE, 7AMN0757CE, 2AMN0168CE, 2AMN0175CE, 7AMN0753CE, 5AMN0516CE, 5AMN0515CE, 3AMN0326CE, 5AMN0552CE, 7ALD0191CE, 2AMN0159CE, 8ALD0217CE

OWNER Authorization

I, CZPOL, the undersigned, hereby certify to be the owner of the **12 core EECUs for Arrius 2B2 with Serial Number 2AMN0178CE, 7AMN0757CE, 2AMN0168CE, 2AMN0175CE, 7AMN0753CE, 5AMN0516CE, 5AMN0515CE, 3AMN0326CE, 5AMN0552CE, 7ALD0191CE, 2AMN0159CE, 8ALD0217CE** (herein referred to as the "CUSTOMER's equipment") and further warrant that this material is free from any mortgages, liens or encumbrances whatsoever.

I also hereby acknowledge and accept the terms and conditions of this proposal and authorise without restriction the **CUSTOMER and SAFRAN HELICOPTER ENGINES** to enforce those terms and conditions, and more specifically, the implementation of the Standard Exchange procedure.

Signature and Commercial stamp
(preceded with the hand written mention: "Read and accepted")

LETECKÁ SLUŽBA POLICIE ČR
pošt. úřad 614, schr. 35
161 01 K

S. G. 2018



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