GENERAL TERMS AGREEMENT
FOR

[redacted]

BY AND BETWEEN

[redacted]

AND

[redacted]

(hereinafter referred to [redacted]

[redacted] hereinafter jointly referred to as the "**Parties**" or individually also as the "**Party**")

WHEREAS

[redacted] to the terms of this Agreement

IT IS AGREED:

1. DEFINITIONS

1.1 In this Agreement the following expressions (except where the context otherwise requires) have the following meanings respectively below:

"Aircraft"	[redacted]
"Anniversary"	means last date of every Distinct Period during the Term of this Agreement (the date, which comes up every twelve months from the date when this Agreement becomes effective);
"AOG"	[redacted]ans a requirement for [redacted]
[redacted]	[redacted]
"[redacted]	[redacted]
[redacted]Maintenance Information System"	means maintenance program performed [redacted]
"Consumable Spare Part"	means aircraft part qualified by OEM as consumable without authorized repair procedure;
"Component Maintenance Manual" or "CMM"	means maintenance manual, which defines extent of LRU maintenance;

“Routine”	means a requirement for a Rotable Component [redacted]
[redacted]	
"Distinct Period"	means the time of 12 (twelve) consecutive months counted from the date when this Agreement becomes effective and a period of every subsequent consecutive 12 (twelve) months;
[redacted]	
“Flat Rate “	means fix sum for certain services defined by this Agreement;
“Flight Cycle”	means one take-off and landing of the Aircraft;
“Flight Cycle Fee”	means a fee for services defined by this Agreement per Flight Cycle
“Flight Hour”	each hour or fraction thereof, measured to two decimal places, elapsing from the moment the wheels of the Aircraft leave the ground on take-off [redacted]
“Flight Hour Rate”	means an amount for services specified in the Annex No. 2 per Flight Hour;
“Flight Hour Charge”	means the Flight Hour Rate multiplied by the Flight Hours flown for each Aircraft, aggregated across all Aircraft;

"Flight Hours Support Services"	means the provision of Rotable Components (but not Consumable Spare Parts) necessary to support the operation and maintenance of the Aircraft by replacement of Rotable Components removed from the Aircraft as a result of operational unserviceability or scheduled maintenance in accordance with the terms of this Agreement;
"Hard Time"	means defined time scale for scheduled removal
"Hard Time Rotable Component"	means LRU which is subject to a scheduled removal [redacted]
[redacted]	[redacted]
"Inflation Rate"	means an increase in average annual consumer price index characterized by the percentage change of the average price level of latest twelve months against the average level of previous twelve months published for [redacted]
"IPC"	Illustrated Parts Catalogue;
"Life Limited Part"	means Rotable Component which has an ultimate scrap life defined by hour, cycle or calendar limit when fitted to an Aircraft or Assembly as per the relevant Component Maintenance Manual;
"LRU Standard"	means the status of LRU which constitutes certain parameters like time since new, cycles since new, manufacture date, modification status as applicable;
[redacted]	[redacted]

“Modifications”	means all work which must be performed in accordance with an AD, EO, SB or other applicable document issued by the relevant manufacturer, where such work results in a change of part number or modification label of the Unit.
“OEM”	means Original Equipment Manufacturer;
[redacted]	[redacted]
[redacted]	
“Rotable Component” or “LRU”	means line replaceable unit, which has its own component maintenance manual and can be economically restored to serviceable conditions and in the course of normal operations is repeatedly rehabilitated to a fully serviceable conditions;
“Repair Services”	means test, repair or overhaul of all LRUs removed from the Aircraft, defective or time expired;
“Service Level”	means agreed performance measurement of services [redacted];
“Scrap Fee”	means costs of work and services performed on the respective LRU based on which the repair shop considers the LRU as unrepairable or Beyond Economic Repair;
“[redacted]	[redacted]

"Time and Material conditions"	means concept for pricing based on consumption of labour forces and material related to respective service;
"Unit"	means a repairable item removed from the Aircraft, which is not LRU;
"Wheel and Brake Support"	means support services [redacted] specified in Article 5 of this Agreement;

1.2 Except where the context other requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons includes firms and corporations and vice versa.

1.3 Unless otherwise stated a reference to a clause or schedule is a reference to a clause of or a schedule of this Agreement.

1.4 If this Agreement refers to "mutual agreement", it means that the Parties shall make such agreement in writing.

1.5 In the event of any conflict or inconsistency between any provision of this Agreement and any provision of the Schedule, wording of this Agreement shall prevail but only to the extent of such inconsistency or conflict.

2. [redacted] STOCK

2.1 [redacted]

2.2 [redacted].

2.3 [redacted].

2.4 [redacted]

[redacted]

2.5 Modification of LRUs:

The Parties shall s[redacted]

2.6 A[redacted]

2.7 [redacted]

2.8 The monthly fee [redacted] specified in the Annex No. 2 of this Agreement.

2.9 [redacted]

a) [redacted]

b) [redacted]

2.10 T[redacted]

[redacted]

[redacted]				

* yearly basis means the time between two anniversaries when this Agreement becomes effective

3. [redacted]

3.1 Up[redacted]

3.2 [redacted]

3.3 [redacted]l.

3.4 All LRUs installed on the Aircraft [redacted]

3.5 [redacted]

4. [redacted]

4.1 [redacted]

4.2 [redacted]

4.3 [redacted]

4.4 [redacted]

4.5 Business conditions for above-specified support, exchange and loan are specified in the Annex No.2.of this Agreement.

4.6 [redacted]

[redacted]		

4.7 The penalties under Article 4.6 shall not apply [redacted]

4.8 For avoidance of doubts, this Article will not be applied t[redacted]

5. [redacted]

5.1 [redacted]

5.2 [redacted]

5.3 C[redacted]

5.4 [redacted]

6. [redacted]

6.1 [redacted]

6.2 [redacted]

6.3 Business conditions for the support specified above are in the Annex No. 2 of this Agreement

7. REPAIR SERVICES

7.1 [redacted]rrange Repair Services and all logistic procedures such as but not limited to transportation, packaging, etc.

7.2 [redacted]rry out the Repair Services directly or using its subcontractors according to the applicable manual or CMM within its EASA Part 145 approval and the OEM's standards, unless it is agreed by the Parties otherwise.[redacted]

7.3 [redacted]s entitled to charge all Repair Services for LRUs under this Agreement based on

7.3.1 F[redacted]

7.4 LRUs repaired on Flight Hour Rate basis are specified in Annex No. 1 of this Agreement.

7.5 [redacted]

7.6 [redacted]:

7.6.1 [redacted]

7.7 For LRUs specified in the Articles 3, 4 and 6 of this Agreement[redacted]

7.8 [redacted]

8. GENERAL CONDITION [redacted]

8.1 [redacted] with the best services, [redacted] its best endeavors to as [redacted] receive service and technical information from OEMs.

8.2 [redacted] with reports on LRUs (Home Base Stock status, the status of LRUs on Aircraft, etc.) o [redacted] equest as soon as practically possible. Furthermore, [redacted] provide [redacted] an assistance to get relevant data on LRUs [redacted] Maintenance Information System.

8.3 [redacted] nsure that complete management of all LRUs and services provided [redacted] under this Agreement will be provided by sufficient and experienced personnel.

8.4 CS [redacted]

8.5 Settlement for LRUs Beyond Economic Repair, for which [redacted]

a) In case the LRU is Beyond Economic Repair, [redacted] s.

b) I [redacted]

c) In any case, C [redacted]

d) In the case of scrap, [redacted] bear all related costs including but not limited to Scrap Fee, Disposal Fee, handling fee and others.

8.6 Settlement for LRUs Beyond Economic Repair, [redacted]

a) [redacted]

b) [redacted]

c) [redacted]

8.7 On request, [redacted]

8.8 Any other information related to the LRUs installed on the Aircraft [redacted]

8.9 Meeting Schedule [redacted]

a) [redacted] Each Party shall notify an agenda to other Party before each meeting.

b) [redacted]

c) In addition to these scheduled meetings, both Parties agree that additional meetings can be arranged on a case by case basis should topic arises from the performance of the Agreement.

9. AUDITS

9.1 [redacted]

9.1.1 [redacted]

9.2 [redacted]n access to any and all necessary information on the services provided [redacted] under this Agreement, in particular concerning its compliance with EASA

or other applicable national aviation authority requirements to enable[redacted] exercise its responsibilities for airworthiness.

10. GENERAL REQUIRMENTS REGARDING THE LRU

10.1 [redacted]

a) [redacted]

10.2 [redacted]

11. [redacted] DOCUMENTATIONS & DATA

11.1 [redacted]ollowing documentation free of charge and upon written request [redacted]

a. Aircraft Customized Illustrated Parts Catalogue;

b. Flight Hours and Flight Cycles operated by the Aircraft;

c. Aircraft lease conditions related to the LRUs i[redacted]

d. Access to CMM if available;

e. All other reasonable Technical Data as requested if case[redacted] can provide such Technical Data and Technical Data are not subject to non-disclosure conditions;

12. [redacted]

12.1 [redacted]

[redacted]

13. FLIGHT HOUR RATE, FLIGHT CYCLE RATE AND FINANCIAL CONDITIONS

13.1 [redacted]

13.2 [redacted]

14. TERMS OF PAYMENT

14.1 [redacted]

14.2 [redacted]

14.3 Address to be used for invoicing:

[redacted]

14.4 In case of delay in the payment of any sums due under this Agreement, [redacted]

[redacted]

14.5 [redacted]

[redacted]

[redacted]

[redacted]

14.6 [redacted]

14.7 [redacted].

14.8 Each invoice shall contain requisites determined by the legal regulations, valid and effective at the time of invoice issuance. [redacted]

15. WARRANTY

15.1 [redacted]

15.2 [redacted]

15.3 The following warranty periods will apply:

A) L[redacted]y:

a) The warranty period for tested LRUs shall be minimum t[redacted]

b) The warranty period for the repaired LRUs shall be [redacted]

c) The warranty period for overhauled or modified LRUs shall be [redacted]

B) LRUs for which CSAT has internal test, repair or overhaul capability:

a) The warranty period for inspected/tested LRUs shall be [redacted]

b) The warranty period for repaired or modified LRUs shall be [redacted]

c) The warranty period for overhauled LRUs shall be minimum [redacted]

16. FLEET ADJUSTMENT

16.1 [redacted]

17. LIABILITIES AND INDEMNITIES

17.1 [redacted]

17.2 [redacted].

17.3 [redacted]

17.4 [redacted].

17.5 To the extent permitted by applicable law, [redacted]

a) The free of charge correction of all defects covered by the warranty under Article 15 of this Agreement, [redacted]

b) [redacted]

17.6 Subject to the provisions of this Agreement, the warranties, remedies, obligations and liabilities [redacted]

18. INSURANCES

18.1 [redacted]

a) [redacted]

b) [redacted]

c) [redacted]

The above liability insurance [redacted]

Above insurances shall contain market standard provisions including, but not limited to:

- [redacted]

- [redacted];

- [redacted]

- [redacted]

18.2 [redacted]d.

18.3 [redacted]

- [redacted]

18.4 Prior to the commencement of the Agreement and subsequently [redacted](or as soon thereafter as is reasonably practicable) of receipt of a written request to do so from other party, each party shall provide to the other one evidence reasonably satisfactory to such other party, including the certificate of insurance that the Insurances are and shall continue in full force.

19. PERIOD OF THE CONTRACT

19.1 This Agreement shall become valid [redacted]

20. TITLE

20.1 [redacted]

20.2 L[redacted]

20.3 [redacted]

21. MISCELLANEOUS

21.1 This Agreement contains the entire agreement between the Parties on its subject matter. Any amendment variation of modification to this Agreement shall be ineffective unless they are made by written instrument signed by the authorized officers of the Parties.

21.2 The payment of contractual penalties under this Agreement by either Party shall not affect other's Party right to claim compensation for damages in its full amount.

21.3 [redacted]

21.4 I[redacted]

21.5 [redacted]

21.6 [redacted]

21.7 [redacted]

22. FORCE MAJEURE

22.1 Neither Party shall be liable for failure to perform its obligations excluding payment obligations under this Agreement, if such failure is caused by act of God, fire, flood, explosion, earthquake, riot, insurrection, war, any act of government or any regulation affecting directly or indirectly the Aircraft, as a result of which the other Party can no longer reasonably demand performance of the Agreement by that Party whether or not similar to the causes hereinbefore specifically mentioned (hereinafter referred to as the "**Force Majeure Event**").

22.2 [redacted].

22.3 [redacted]

23. TERMINATION

23.1 [redacted]

a) [redacted]

23.2 [redacted]

a) [redacted]

23.3 Either Party may terminate this Agreement forthwith by written notice to the other if any of the following occurs:

a) I[redacted]

b) [redacted]t;

c) I[redacted]

24. NOTICES

24.1 Any notice or other communication given hereunder to any Party shall be in writing and sent by registered mail to that party at the following respective addresses:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Provided that either Party may by written notice to the other designate a changed address for such Party.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and the interpretation of any provisions herein shall be governed by the laws [redacted]

26. CONFIDENTIALITY

26.1 Parties shall refrain, whether for the purpose of publicity or otherwise, from making any statements in whatever manner related to this Agreement or related to the execution of the same, to third parties, unless prior permission has been given in writing by the other Party, which permission shall not be unreasonably withheld.

26.2 The Parties consider all information included in the Agreement hereof or received in connection with thereof to be confidential (hereinafter referred to as the "**Confidential Information**").

26.3 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 and any information about the Agreement. In particular, each Party shall treat as strictly confidential the contents of the negotiations leading up to this Agreement.

26.4 The 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, information contained in reports, drawings, designs and/or other documents, which Parties make available to each other or are drafted specially for one of the Parties pursuant to this Agreement, at any time for any reason – comprising any and all such information in oral or visual form, and shall use such Confidential Information solely for the performance hereunder.

26.5 Without prior approval in writing given by the other Party, neither Party may disclose such Confidential Information to a third party, except for cases where (a) such disclosure is required by law or (b) by respective bodies acting under legal regulations and in accordance with them, or (c) such information in question is already available to public in accordance with respective legal regulations or the Agreement hereof, [redacted]. The Parties have agreed that for this Agreement the Confidential Information shall include not only all data stated in the text of the Agreement or in documents to which the Agreement refers but also any information exchanged by the Parties or otherwise obtained by the Parties in connection with the performance of this Agreement.

26.6 The disclosure of any documents, data and other information to the Customer in connection with this Agreement shall not be construed as a grant or transfer of any rights, in particular but not limited to Intellectual Property rights 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.

26.7 Each Party shall, no later than thirty (30) days following the termination of this Agreement, or within thirty (30) days after a request for such by the disclosing Party return the Confidential Information to the disclosing Party.

26.8 List of Annexes:

a) Annex No.1_[redacted]

For and on behalf of: For and on behalf of:

[redacted]

…… ……

[redacted]

…… ……

M[redacted]

ANNEX NO.1 LIST OF LRU´s COVERED BY THE AGREEMENT

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ANNEX NO. 2 FINANCIAL CONDITIONS

1. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4. Wheel and Brake Support

4.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.4 [redacted]

5. [redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted].

5.4 Repair services for wheels and brakes will be charged as follows:

[redacted]	

5.5 In-flight Entertainment System

[redacted]

5.6 The Parties have agreed [redacted]

a) [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted].

6. Repair Services of LRUs

[redacted]

6[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

If the Aircraft is not operated for twelve calendar months starting on the first date of this Agreement and then starting on the date of Anniversary of this Agreement, then the MFH will be reduced on pro rata basis.

6[redacted]

[redacted]

[redacted].

[redacted]

7. Transportation

7.1 [redacted] charge the transportation according to the real transportation costs from a third party (transportation company) [redacted]

7.2 For avoidance of doubts, charge for transportation is not included in the Flight Hour Rate.

8. Exclusions

8.1 FOD, Misuse, Mishandling of LRUs

[redacted]

[redacted]

[redacted]

ANNEX NO. 3 [redacted]

[redacted]			

ANNEX NO.4 [redacted]

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