

Equipment Repair Agreement

Contract Number 32731

BY AND BETWEEN

GE Aviation Czech s.r.o.

and

LOM Praha s.p.

This Agreement is concluded as a result of public procurement "GENERÁLNÍ OPRAVA MOTORU M601D, Č. 861 028" entered as an open procedure pursuant to § 56 of Act No. 134/2016 Coll., on public procurement, as amended.

CONFIDENTIALITY NOTICE

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GE Designated: -CONFIDENTIAL-

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1.0 Recitals

This Agreement is made between LOM Praha s.p., having its principal place of business at Malešice, Tiskařská 270/8, 108 00 Prague 10, Czech Republic, ID No 00000515VAT No CZ 000 00 515 , registered in the Commercial Register administered by the Municipal Court in Prague, Section ALX, Insert 283 ("Customer"), and **GE Aviation Czech s.r.o.**, Beranových 65, 199 02 Prague 9, Czech Republic, VAT No CZ 279 28 845, registered in the Commercial Register administered by the Municipal Court in Prague, #C127155 ("GEAC"). Customer and GEAC are each a "Party" or collectively, the "Parties".

2.0 Term

This Equipment Repair Agreement ("Agreement") is valid when the last party signs it and effective on the day of publication into the public register of contracts in accordance with the Act No. 340/2015 Coll., as amended ("Effective Date"). Customer is responsible to publish the Agreement in the public register of contracts. If there is an exception and this Agreement need not be published in the public register contracts, this Agreement shall be effective when the last party signs it.

This Agreement will terminate pursuant to Article 12.0(n) upon expiration of Warranty (if any), otherwise upon Redelivery of Equipment and full payment by Customer. Warranty, Redelivery and Equipment are defined below.

3.0 Equipment

3.1 Equipment

Equipment means: GE M601D Engine(s), engine modules, engine assemblies and sub-assemblies, engine mounted controls and accessories, and the parts incorporated in any of those items, at the time of Delivery.

Engine s/n 861028 M601D has	Since new	Since last overhaul (if applicable)
Engine Flight Hours ("EFH")		
Engine Flight Cycles ("EFC")		
Calendar period (if applicable)		

3.2 Customer's representation

Customer represents and warrants that

- Customer either owns the Equipment, or has been authorized by the title holder, to enter and carry out this Agreement,
- The Engine has civil certification, but the end user is Centrum Leteckého Výcviku Pardubice, a state organization that trains pilots, including pilots of the Czech Armed Forces. Therefore, the Engine and the Aircraft on which the Engine will be operated could be accounted for as the Army's property. Customer represents that the engine was not adapted or modified for military use or combat missions, and that the Engine has not been and, after redelivery, will not be used for combat missions. If that is not true, GEAC may be required to obtain relevant licenses under applicable export or trade laws, and GEAC may adjust the redelivery schedule to account for such requirements,
- it has access to, and that it has been acquainted with, all applicable manuals and documentation necessary for the operation and maintenance of the Equipment.

If Customer cannot provide this representation and warranty, GEAC has no obligation to provide services, work, parts, technology, or documentation, under this Agreement.

Customer shall indemnify and hold GEAC harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses resulting from breach of Customer's representation in this Article 3.2.

Customer shall submit to GEAC the End User Certificate promptly after the signature of this Agreement.

4.0 Definitions

Unless otherwise defined in Exhibit A, capitalized terms shall be as defined at the time of their first use.

5.0 Workscope

GEAC will provide the following Services:

Engine overhaul in accordance with applicable manuals and Customer's instructions, to achieve a minimum build standard (and subject to Warranty contained in Article 8) of:

Engine(s) s/n 861028	minimum build standard after Service
EFH	
EFC	
Calendar period (if applicable)	

For clarity, in case of repairs and shop revisions, the minimum build standard describes the hours and cycles (as applicable) which remain until the Engine current TBO is achieved, i.e., Engine TBO does not restart.

Minimum build standard expires when the first of these parameters is achieved. Calendar period commences when GEAC issues EASA Form 1 or another applicable document, or from Redelivery, whichever occurs first.

Customer shall observe other limitations and residual cyclic life of life limited parts as determined by applicable manuals. Cyclic limit of Engine TBO is determined by the lowest remaining cyclic life of Engine's Critical Parts in accordance with Airworthiness Limitations Section of the Engine Maintenance Manual.

Equipment will be Redelivered in GEAC standard configuration for application on L-410 UVP aircraft, together with Engine Logbook and technical manuals in accordance with EASA regulations and prepared for operation in Czech Republic. Engine will be shipped in a protective container, unless otherwise instructed by the Customer.

5.1 Application of SBs, ASBs, ADs

Customer instructs GEAC to implement SBs, ASBs and ADs that are applicable to Equipment.

6.0 Designated Repair Shop

The Designated Repair Station ("DRS") will be the GEAC facility in Beranových 65, Prague, Czech Republic.

7.0 Pricing

See Annex 1.

If quality findings reveal damage on Equipment that require Services beyond the agreed Workscope, Customer shall pay for such Services based on a quote. Estimated Turn Around Time shall be extended by the time necessary to reach an agreement with Customer and perform additional Workscope.

8.0 Warranty

8.1 Coverage

Services performed shall be free from deficiency in workmanship appearing within the initial 1,000 EFH, or 1,100 EFC, or twenty four (24) months from the date of installation of the Engine into an aircraft, or twenty six (26)

month from Redelivery, whichever occurs first ("Warranty"). Warranty does not cover standard wear & tear. For Equipment Serviced under Warranty, the unexpired portion of the original Warranty applies.

8.2 Conditions

Warranty is valid only if Equipment

- (i) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the recommendations of the OEM as stated in applicable manuals, Airworthiness Directives ("AD"), Service Bulletins ("SB"), or other written instructions;
- (ii) has been altered, modified or repaired only by the GEAC Designated Repair Station, and
- (iii) has not been subjected to accident, external event (including FOD or force majeure), misuse, abuse, or neglect.

Customer must provide GEAC with a written notice of a claim without undue delay, but no later than within thirty (30) Days of discovery. The notice of claim must be submitted to GEAC before Warranty period expires. Customer understands that warranty assessment and the root cause analysis to determine whether Warranty shall be accepted or dismissed by GEAC can take time (even more than 30 days), depending on case-by-case. Customer shall also provide GEAC with any information reasonably requested by GEAC to complete warranty assessment.

Upon the expiration of the shortest period described in 'Coverage' above, all GEAC's liability will terminate. GEAC may refuse any notice of the claim which is submitted to GEAC after such expiration.

In all cases, GEAC's liability connected with or resulting from Warranty will not exceed the cost of correcting the deficiency. In case it is determined that Czech law governs this Agreement, the Parties expressly exclude the application of Czech Civil Code - sections 2099 - 2117, 2951 and 2952.

Transportation to and from the repair facilities shall be paid by Customer.

8.3 Remedy

Upon verification of the claim, GEAC will, within reasonable time, correct the deficiency by, at GEAC's option, (i) repairing Equipment (ii) replacing Equipment, or the affected part, or (iii) refunding the repair price allocable to the repair. The preceding is Customer's sole remedy and GEAC's sole liability for breach of Warranty.

For clarity, without GEAC's prior written approval, Customer cannot retain a third party and have the deficiency remedied at GEAC's costs. Customer acknowledges that deficiency assessment may require complex technical analysis by GEAC or GEAC's supplier of affected parts, as well as additional support and data which may have to be provided by Customer (data from operations, maintenance documentation etc.).

THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

9.0 Turn Around Time

Estimated Equipment Delivery date: within 30 days from the Effective Date.

Equipment Delivery: GEAC, Prague, **DAP** (Incoterms 2020)

Equipment Redelivery: GEAC, Prague, **FCA** (Incoterms 2020)

Customer shall perform all items on the Engine Delivery Checklist in Annex 2.

GEAC shall perform Services in an estimated Turn Around Time of 150 days. Turn Around Time shall commence when the last of the following events occurs: 1) Agreement is signed; 2) GEAC receives Prepayment invoice A1 payment; 3) Equipment is physically delivered to GEAC facility together with all required hardware and documentation (logbooks etc.) properly filled, 4) All items on the Engine Delivery Checklist are completed.

GEAC has no obligation to accept Equipment before Prepayment invoice A1 has been paid.

Customer acknowledges that GEAC may adjust the estimated Turn Around Time to account for any Interruption of Services, issues related to sanctions, the necessity to obtain export licenses, or in case of Customer's failure to act or provide timely approvals requested by GEAC. The estimated Turn Around Time will also be extended by the time the Parties discuss the updated pricing proposal based on the findings described in the *Report after disassembly and inspection*. The Parties will work together in good faith to take such actions, and provide one another reasonable assistance, as may be required to fulfill this Agreement.

10.0 Invoices and Payment Terms

10.1 Terms

Invoice	Payment
<p>Prepayment Invoice A1 (price estimate before engine induction)</p> <p>GEAC will issue this prepayment invoice for 50% of the estimated price of Services (Annex I) following signature of this Agreement.</p> <p>Prepayment Invoice A2 (optional prepayment invoice)</p> <p>N/A</p>	<p>Customer shall pay Prepayment Invoice A1 within 30 days from its date of delivery to the Customer, but before the Estimated Equipment Delivery date per Article 9.0.</p>
<p>Prepayment Invoice B1 (price estimate update after inspection)</p> <p>N/A</p>	
<p>Prepayment Invoice B2 (works appearing after the final test)</p> <p>N/A</p>	
<p>Final Invoice C</p> <p>GEAC will issue this final invoice for remaining unpaid balance reflecting on the final price of the Workscope calculated after the Report After Inspection.</p> <p>GEAC will issue this final invoice upon Equipment Redelivery. This invoice shall reconcile all invoices for Services already submitted and all payments received.</p>	<p>Customer shall pay Final Invoice C within the 30 days from its submittal to the Customer. The Invoice will be submitted at the Engine Redelivery.</p>

10.2 Submittal

All payments shall be made in U. S. Dollars via wire transfer by Customer to GEAC's bank account, as indicated on GEAC's invoice to Customer. Payment is effective when GEAC receives it. Invoices shall have all the requirements prescribed by the Act No. 235/2004 Coll., on VAT, as amended and by the Act No. 563/1991 Coll., on accounting, as amended. If the invoice does not contain all the above requirements, or the information on the invoice are erroneous, Customer shall have the right to return the invoice within the invoice payment period for correction. Customer shall clearly specify the reason for such return. New or corrected invoice shall have a new 30 day payment period.

The day of payment shall be the date when the relevant amount is debited from Customer's account in favor of GEAC's account.

10.3 Fees and remedies

a) GEAC may charge a 100,00 USD storage fee for every day that Customer delivers Equipment to GEAC prior to the signature of this Agreement and Prepayment Invoice A1 payment. Such storage fee may be charged until this Agreement is executed and Prepayment Invoice A1 payment received.

b) If, due to the fault of the Customer, GEAC postpones Redelivery date that had been announced to Customer ("Paid Storage Start Day"), GEAC may charge appropriate storage fee for every day after Paid Storage Start Day. Appropriate storage fee is presumed to be a fee in the amount of actual costs of GEAC for storing in the case mentioned above. GEAC is obliged to substantiate the actual costs with relevant documents.

c) If Customer fails to pay GEAC's correctly issued invoice, the Customer shall pay to GEAC interest charge according to Government Regulation No. 351/2013 Coll.

d) In case GEAC does not Redeliver the Engine within the agreed Turn Around Time, it shall pay a contractual penalty to the Customer at ■■■% from the price (without VAT) of the delayed service for each day of such delay as the exclusive remedy for the delay with Redelivery. This contractual penalty shall not exceed ■% of the price of the respective service delayed.

Payments will be applied to the oldest outstanding invoice in order of succession.

10.4 Other remedies

GEAC may, at its option, without any liability to Customer, and without prejudice to the other remedies it may have, withhold shipments or Redelivery to Customer of any Equipment until any past due payments, together with any interest due thereon, arising from any agreement between the Parties, owed to GEAC by Customer has been fully paid.

11.0 Customer Address

LOM PRAHA s.p., Malešice, Tiskařská 270/8, 108 00 Prague 10, Czech Republic, VAT No CZ 000 00 515

12.0 General Provisions

a) Designated GEAC Representative: GEAC will designate a representative(s) with the authority to represent GEAC on matters related to the Services and who will act as the liaison between the Parties.

(b) Workslope: GEAC will perform Services in accordance with the Workslope.

(c) Documentation: GEAC will prepare and provide to Customer a Services records package that complies with AAA regulations.

(d) Delivery: All Equipment to be Serviced will be Delivered by Customer to GEAC.

(e) Preparation for Redelivery: GEAC will prepare and package Serviced Equipment in accordance with GEAC's standard commercial practice in shipping stands or containers that Customer will provide for Redelivery.

(f) Redelivery: After completion of Services, GEAC will Redeliver Equipment to Customer. If Redelivery cannot occur due to Customer's act, or failure to act, GEAC may place the Equipment into storage and notify Customer. In such event, GEAC's Redelivery obligations will be deemed fulfilled. All risk of loss or damage to Equipment will pass to Customer and any amounts payable to GEAC at Redelivery will be payable upon receipt of GEAC invoice. Customer will reimburse GEAC for all expenses GEAC incurs, including but not limited to, preparation for and placement into storage, handling, inspections, preservation, and insurance of Equipment. Upon payment of all outstanding payments due by Customer, GEAC will assist Customer in removal of any Equipment that was placed in storage.

(g) Missing or Damaged Parts: Upon Delivery, GEAC will notify Customer of any (i) missing components or Line Replaceable Units ("LRU"), and (ii) parts found to have been damaged during transportation of the Equipment. GEAC will replace such missing or damaged items at Customer's expense, unless Customer notifies GEAC in writing within two (2) Business Days of receiving GEAC's notice that Customer wishes to furnish such missing or

damaged items within a period of time specified by GEAC. Such missing or damaged parts shall constitute CFE. The turn-around time shall be extended accordingly.

(h) Parts Replacement: GEAC will determine which parts are required to perform the Services and will provide all parts and materials new or used (but serviceable), as required to accomplish the Services.

(i) Title to Parts/Risk of Loss: GEAC furnished parts and material incorporated into Customer's Equipment will be deemed to have been sold to Customer and title to such parts and material will pass to Customer upon incorporation into such Equipment. Risk of loss or damage to such parts and material will pass to Customer upon Redelivery of Equipment. Title to and risk of loss of any parts removed from Equipment that are replaced by other parts (including Repairable parts) will pass to GEAC upon incorporation of replacement parts into Equipment.

(j) Scrapped Parts: GEAC will dispose of all Scrapped Parts at no charge.

(k) Subcontracting: GEAC has the right to subcontract any Services to any GEAC Repair Station or affiliate or any subcontractor selected by GEAC, as long as such facility, affiliate or subcontractor is certified and rated by the applicable AAA to perform the required Services and not subject to NATO, EU or Czech sanctions. Subcontracting of any Services will not relieve GEAC of its performance obligations set forth in this Agreement.

(l) General Repair Procedure:

Workscope: GEAC will provide Services in accordance with the specific Workscope identified in the Agreement written by GEAC and agreed upon by Customer.

Services: Customer shall provide GEAC a Preliminary Workscope no later than five (5) Days prior to Delivery of the Equipment, which includes, at a minimum, the information contained within Article 5 (Workscope) of this Agreement. The Services shall be performed at the DRS.

Customer shall provide (i) maintenance, operational and historical data as may be required, and (ii) responses to requests for approvals or authorizations for Equipment necessary to perform the Workscope, no later than within two (2) Days prior to Delivery or pursuant to such request.

Induction: GEAC will commence Services on Equipment when all of the following have taken place: (i) GEAC's receipt of the Equipment and all required data and documentation (ii) Parties' agreement on the Workscope; (iii) GEAC's receipt of an acceptable purchase order (if applicable), and (iv) Parties' agreement on the use of Customer Furnished Material ("CFE", if any) and, (v) receiving inspection (including pre-testing if needed).

Parts Replacement: GEAC will determine which parts are required to perform the Services and will provide all parts and materials (new or used Serviceable and Rotable parts).

(m) Changes. Changes in the price of Services and date of Redelivery due to changes in: quantity of Equipment, Workscope, Repair Specification or inclusion of additional obligations, including, without limitation, ADs and SBs, will be borne solely by Customer.

(n) Termination. GEAC may, at its option, immediately cancel all or any portion of this Agreement if Customer: (A) fails to make any of the required payments when due, unless cured within ten (10) Days of such payment due date; (B) makes any agreement with creditors due to inability to make timely payments of Customer's debts; (C) enters into bankruptcy or liquidation, regardless of whether compulsory or voluntary; (D) becomes insolvent; (E) becomes subject to the appointment of a receiver of the whole or material part of Customer's assets, or (F) fails to comply, at any time, with GE's compliance screening. If such cancellation occurs, Customer will not be relieved of Customer's payment obligation for Services provided hereunder. Either Party may cancel this Agreement upon sixty (60) Days' written notice to the other for failure to comply with any material provision of this Agreement unless the failure has been cured. Upon the expiration or cancellation of this Agreement, GEAC will complete work in process if Customer has deposited sufficient funds with GEAC to pay the estimated charges for all such work. GEAC will Redeliver Equipment upon completion of Services, or, on the date of termination, cancellation or expiration of this Agreement; provided in either case Customer has paid all outstanding charges for Services performed. In case it is determined that Czech law governs this Agreement, the Parties expressly exclude the application of Czech Civil Code - sections 1977, 1999, 2000, 2002, 2003 and 2004 (2), (3). GEAC shall not be liable in case Workscope, or Redelivery, cannot be completed due to sanctions, embargoes, other similar restrictions,

or any shortages caused by pandemics. In such a case the Parties shall proceed in good faith seeking resolution of the situation.

(o) Assignment. Customer cannot assign this Agreement, any related purchase order or any rights or obligations hereunder without the prior written consent of GEAC. In case of assignment by GEAC, Customer's consent will not be required. Any assignment in contradiction of this clause will be considered null and void.

(p) Savings Clause. If any portion of this Agreement is determined to be contrary to any controlling law, rule or regulation, such portion will be revised or deleted from this Agreement, but the unaffected portion of this Agreement will remain in full force and effect.

(q) Beneficiaries. Unless stated to the contrary in this Agreement, these provisions are solely for the Parties' mutual benefit and not for the benefit of any third party.

(r) Non-waiver of Rights and Remedies. Any failure or delay in the exercise of rights or remedies under this Agreement will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to require future or further waivers.

(s) No Agency Fees. Customer represents and warrants that Customer's officers, employees, representatives, or agents have not been and will not be paid a fee or receive any personal compensation or consideration from GEAC in connection with the obtaining, arranging or negotiation of this Agreement or other documents entered into or executed in connection herewith.

(t) Counterparts. This Agreement shall be executed in two (2) separate counterparts, each of which will be deemed to be an original. Each Party will receive one (1) counterpart.

(u) Notices. All notices under this Agreement will be in writing and delivered personally, via return receipt requested mail, by courier service, or by express mail, addressed as follows, or to such other address as either Party may designate in writing to the other Party from time to time:

If to: Customer
LOM Praha s.p.
Malešice, Tiskařská 270/8
108 00, Prague 10
Czech Republic
Attn: [REDACTED]
Telephone: [REDACTED]
Email:
[REDACTED]

If to: GEAC
GE Aviation Czech s.r.o.
Beranových 65
Prague, 199 02
Czech Republic
Attn: [REDACTED]
Telephone Number: [REDACTED]
Email:
[REDACTED]

Notices will be effective and will be deemed to have been given to (or "received by") the recipient: (A) upon delivery, if sent by courier, express mail, or delivered personally; or (B) on the fifth (5th) Day after posting (or on actual receipt, if earlier) in the case of a letter sent prepaid first-class mail.

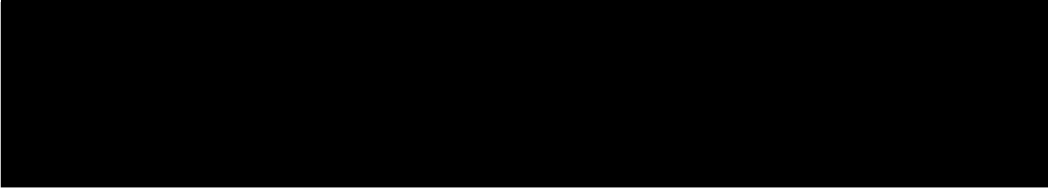
(v) This Agreement, together with: its attachments and Exhibits, and terms of General terms agreement ref. no. 2015/LOM, dated 14.10.2019 entered into between GEAC and Customer (as Exhibit B hereto) - which shall be incorporated by reference - contains and constitutes the entire understanding between the Parties with respect to the scope of this Agreement, and they supersede all previous negotiations, agreements, commitments, and communications between the Parties regarding this subject matter and it may not be released, discharged, abandoned, supplemented, changed, or modified in any manner, except by a written and signed agreement of the Parties. As an exception from General terms agreement ref. no. 2015/LOM, the disputes between the Parties shall be decided by competent Czech courts (and not in an arbitration).

(w) This agreement is regulated by the Czech law, especially Act No. 89/2012 Coll., Civil Code, as amended.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties in 2 counterparts, each counterpart shall be considered an original and each Party shall receive 1 counterpart, as of the date(s) written below:

GE Aviation Czech s.r.o.

LOM Praha s.p.



TITLE: CEO

TITLE: CEO

DATE:

DATE:

ANNEX 1 – PRICING

Below prices exclude the VAT and shall be valid till the end of the calendar year in which the Agreement signed (Base Year). GEAC shall have the right to update the below pricing in case GEAC has not commenced with Services within the Base Year, or the provision of GEAC's Services is extended beyond the Base Year, in each case due to the failure by Customer.

ESTIMATED PRICE PER ENGINE

450 000 USD

Overhaul

The above represents GEAC's estimate of labor & material necessary for the provision of Services based on Preliminary Workscope and a historical average for similar services performed at GEAC. Actual material requirements will be determined following a detailed technical inspection in accordance with applicable Overhaul Manual limits.

After Equipment tear down and evaluation, GEAC will provide Customer with a *Report after disassembly and inspection* listing actual replacements and repairs included in the Workscope and price estimate shall be recalculated accordingly. Any further disassembly, repairs or replacements required, including as a result of part incompatibility determined during reassembly and/or bad flow rates during the testing process shall be re-quoted and a revised final price determined after the final test of the engine. In such case, the Customer will be provided with a "Final report" listing replacements and repairs included in the Workscope.

ANNEX 2 – ENGINE DELIVERY CHECKLIST

Please, complete the following before sending your engine to GEAC.

Equipment Repair Agreement (ERA) is signed	<input type="checkbox"/>
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NOTE: without ERA your engine will not be accepted to GEAC

Engine is packed into protective container with all the LRUs and exhaust ducts	<input type="checkbox"/>
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NOTE: Either the missing components will not be part of EASA F1, or upon agreement they can be replaced with GEAC's spare components (this may affect the price and the TAT).

Engine and each LRU are accompanied with proper logbook and/or other required documents (e.g., EASA Form 1, CoC, attests, records)	<input type="checkbox"/>
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NOTE: Missing LRU logbook means necessary overhaul or replacement of LRU;
EASA Form 1 & logbook (records) need to be attached for each LRU;
EASA Form 1 & logbook (records) of all REPLACED LRU need to be attached.

Records in engine logbook are properly filled	<input type="checkbox"/>
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NOTE: TSN/CSN; TSO/CSO; No. of take offs, No. of feathering, No. of starts; date of installation and dismantling.

3 months preservation is done and record about it is written into engine Logbook	<input type="checkbox"/>
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NOTE: Without preservation record the engine will be considered as not-preserved;
Instruction is in EMM;
Preservation to be done just before engine shipment.

Records in LRUs logbooks are properly filled	<input type="checkbox"/>
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NOTE: TSN/CSN/TSO/CSO; dates of installation and dismantling; preservation if applicable.
Inform GEAC about any LRU which is out of TBO according to its Logbook in advance and indicate action for such LRU.

Engine is equipped with original external components (e.g. harnesses, cables, pipes)	<input type="checkbox"/>
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NOTE: Engine can be released only in the certified version, non-original external components (externals: harnesses, cables, pipes) will not be repaired and installed and will have to be replaced with approved and certified components.

EXHIBIT A - DEFINITIONS

1.0 Airworthiness Directive or AD

A document issued by the Approved Aviation Authority having jurisdiction over the Equipment which provides notice to an aircraft owner/operator of a known issue with respect to a specific aircraft, engine or operating system.

2.0 Approved Aviation Authority or AAA

The Federal Aviation Administration of the United States ("FAA"), the European Aviation Safety Agency ("EASA") or equivalent foreign aviation authority, having jurisdiction over the performance of the Services.

3.0 Base Year

The calendar year in which the Base Price is applicable, and the baseline year used for economic adjustments.

4.0 Beyond Economic Repair or BER

Equipment condition for which GEAC's charges to restore Equipment to the requirements of the Repair Specification, exceed sixty-five percent (65%) of the price of a comparable item of Serviceable Equipment, as determined by GEAC.

5.0 Business Day

Any day of the year on which banking institutions in the Czech Republic are open to the public for conducting business and are not required or authorized to close.

6.0 Day

Calendar day, unless expressly stated otherwise in writing. If performance is due on a recognized public holiday of the DRS, performance shall be postponed until the next Business Day.

7.0 Delivery

Means the delivery of Equipment, together with the records and required data, shipping stands, containers, mounting adapters, inlet plugs and covers, whereby Customer fulfills obligations of the seller and GEAC fulfills obligations of the buyer.

8.0 Engine

Engine model identified in the Agreement, which includes the bare engine assembly, including its essential LRUs, controls, accessories and other components as described in the OEM Manual.

9.0 Engine Object Damage or EOD

Damage caused to any portion of the Engine caused by the failure of another engine part(s) which failure is not due to defective workmanship.

10.0 Equipment

Customer's Engines, Engine modules, Engine assemblies and sub-assemblies, Engine mounted controls and accessories, and the parts incorporated in any of those items.

11.0 Foreign Object Damage or FOD

Damage to any portion of the Engine caused by impact with or ingestion of a non-Engine object such as birds, stones, hail, ice, vehicles, tools, or debris.

12.0 Induction - defined in 12.0 (I) above.

13.0 Interruption of Service

GEAC shall not be liable in case of an interruption due to (i) circumstances normally known as Excusable Delay or Force Majeure, including those described in the GTA, these shall specifically include disruptions in the supply chain of GEAC's suppliers (shortage of materials, parts, or any other components due to the current unstable political situation or sanctions) (ii) Customer's failure to timely provide GEAC with information, records, approvals, authorizations or parts to enable GEAC to proceed with the timely processing of the Equipment, or (iii) Delivery of Equipment with transit-caused damage or missing parts, and the Parties cannot immediately

supply replacement parts, or (iv) interruption of energy, gas, or other utilities, or unavailability of Parts from GEAC's suppliers, resulting from any supply restrictions or redistribution requirements mandated by any governmental institutions (even if predictable by the date of GEAC's signature of this Agreement).

14.0 OEM

The original manufacturer of an item of Equipment.

15.0 Preliminary Workscope

Customer document identifying: (i) Equipment type, serial number, (ii) Services desired, and (iii) information such as Equipment removal cause, LLP status (Life Limited Parts), build specification, the AAA under whose jurisdiction the Services covered by this Agreement are to be performed, and AD and SB status.

16.0 Redelivery

GEAC's return of Serviceable Equipment to Customer with necessary certifications, whereby Customer fulfills obligations of the buyer and GEAC fulfills obligations of the seller.

17.0 Repairable

Capable of being made Serviceable.

18.0 Scrapped Parts

Those parts determined by GEAC to be BER or not Repairable.

19.0 Services

With respect to any item of Equipment, all or any part of those maintenance, repair and overhaul services under this Agreement and the furnishing of parts, materials, labor, facilities, tooling, painting, plating and testing in connection therewith. "Serviced" will be construed accordingly.

20.0 Service Bulletin or SB

The document issued by an OEM and identified as a Service Bulletin to notify Equipment operators of modifications, substitution of parts, special inspections, special checks, amendments of existing life limits or establishment of first time life limits, or conversion of Equipment from one model to another.

21.0 Serviceable

Meeting all OEM and AAA specified standards for airworthiness, and compliant with the Repair Specification.

22.0 Turn Around Time or TAT

The number of Days from Induction until the Engine is ready for Redelivery (as evidenced solely by GEAC's placement of the Serviceability tag) exclusive of an Interruption of Service.

23.0 Workscope

The document written by GEAC and agreed upon by Customer, describing the repair or approach to repair of Equipment to meet the requirements of the Repair Specification.

Business & General Aviation Všeobecné Obchodní Podmínky

společnosti GE Aviation Czech s.r.o.

Jednací číslo: 2015/LOM

Tyto všeobecné obchodní podmínky („GTA“ - General Terms Agreement) obsahují běžné podmínky prodeje mezi GE Aviation Czech, s.r.o. (dále jen „GEAC“), společností založenou v souladu s právním řádem ČR a Zákazníkem (definováno v sekci pro podpisy) pro Výrobek nabízený touto smlouvou. Tato smlouva nabývá platnosti a účinnosti k datu posledního podpisu smluvní strany této smlouvy („Datum nabytí účinnosti“).

Pro účely této GTA smlouvy se Strany dohodly, že motor bude mít konečné užití pro civilní / komerční letadla („Letadla“). Za účelem vyloučení jakýchkoliv pochybností, motor bude mít konečné užití pro letadla L410 a L410 FG.

Zákazník představuje, ručí a osvědčuje, že je buď:

- i. Stávající majitel nebo provozovatel Letadla; nebo
- ii. Autorizované a certifikované opravárenské středisko, autorizované FAA nebo EASA, nebo ekvivalentní regulační agenturou oprávněnou FAA A/nebo EASA provádět opravy a generální opravy MOTORŮ, modulů a částí používaného Výrobku (jak je definováno v následujícím oddíle níže), v tomto případě Zákazník souhlasí s předložením veškeré dokumentace ověřující tento status ke spokojenosti společnosti GEAC.

Není-li písemně sjednáno mezi stranami jinak, tyto podmínky představují exkluzivní podmínky prodeje, které se vztahují na Výrobek zakoupený Zákazníkem, a nahrazují jakékoliv další podmínky, které mohou být předloženy v Objednávce Zákazníka nebo žádosti o Výrobek. V souladu s § 1740 zákona č. 89/2012 Sb., občanského zákoníku, ve znění pozdějších předpisů („Občanský zákoník“) společnost GEAC tímto výslovně odmítá jakékoliv změny těchto podmínek, které by byly Zákazníkem kdykoli provedeny.

I. Výrobek

Výrobky prodávané v souladu s touto GTA smlouvou zahrnují, ale nejsou omezeny na, dle vlastního uvážení společnosti GEAC, následující (hromadně „Výrobky“):

1. Motory a Náhradní Díly na Motory,
2. Publikace, servisní bulletiny, nebo manuály pro Motory (Technická data),
3. Technické pokyny nebo podporu,
4. Případně nářadí (zahrnuje zařízení pro provádění zkoušek/kontrol pro motory, a
5. Školení na Motory, které mohou být předmětem dalších podmínek, které společnost GEAC vyžaduje.

II. Cena

Všechny ceny výrobků jsou v amerických dolarech, jak je citováno GEAC nebo jejími určenými dodavateli, nebo jak je zveřejněno v GEAC aktuálním Ceníku služeb nebo Katalogu pro GEAC („Katalog“).

III. Dodávka

GEAC dodá všechny Produkty Ex-Works (Incoterms 2010) do pražského závodu společnosti GEAC (specifikováno v objednávce/nachází se na adrese sídla společnosti), nebo dle písemné domluvy stran pro

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určité zakoupené Výrobky specifikované v této smlouvě. Vlastnické právo a riziko ztráty nebo poškození Výrobku přechází na zákazníka okamžikem Doručení. Strany se dohodly, že budou jednat v souladu se všemi příslušnými zákony, včetně všech platných vývozních a dovozních zákonů a nařízení v souvislosti s výkonem svých povinností dle této smlouvy.

IV. Záruka

A. Zákazník bere na vědomí přijetí Záruky pro své motory. Na nákup náhradních dílů je záruka společnosti GEAC a související podmínky uvedena v aktuálním Katalogu.

B. GEAC zaručuje, že Technická Data [definovaná níže] nebo technická podpora, která může být poskytnuta dle této smlouvy, je v souladu s nejnovějšími údaji zveřejněnými společností GEAC k datu vydání Technických dat. Pro účely této smlouvy znamenají „Technická Data“: veškerou znalost, informace a data související s konstrukcí, výrobou, prodejem nebo používáním Výrobku, který společnost GEAC může poskytnout Zákazníkovi.

C. Veškeré záruky jsou platné pouze v případě, že Výrobek je užíván, zacházeno s ním, udržován, nebo opravován v souladu s doporučeními ze strany GEAC, jak je uvedeno (a zpřístupněno pro účel této GTA smlouvy), v příslušných technických publikacích nebo ostatních písemných instrukcích.

D. KROMĚ PŘÍPADŮ VÝSLOVNĚ UVEDENÝCH ZDE, ZÁRUKA SPOLEČNOSTI GEAC JE EXKLUZIVNÍ A MÁ PŘEDNOST PŘED VŠEMI OSTATNÍMI ZÁRUKAMI, AŽ UŽ PSANÝMI, ZÁKONNÝMI, ÚSTNÍMI NEBO ODVOZENÝMI (VČETNĚ A BEZ OMEZENÍ JAKÝCHKOLI ZÁRUK OBCHODOVATELNOSTI NEBO VHODNOSTI PRO KONKRÉTNÍ ÚČEL NEBO JAKÉKOLI ODVOZENÉ ZÁRUKY VYPLÝVAJÍCÍ Z PRŮBĚHU OBCHODOVÁNÍ, PRŮBĚHU FUNKCE NEBO POUŽITÍ PRO OBCHODOVÁNÍ). GEAC výslovně vylučuje použití § 2099 – 2117, § 2951 a § 2952 Občanského zákoníku a Zákazník s tím výslovně souhlasí.

E. Celková odpovědnost společnosti GEAC spojená s nebo vyplývající z výše uvedené záruky v žádném případě nepřesáhne náklady na opravu vady, čímž každá další odpovědnost společnosti GEAC zaniká. Výše uvedené představuje jediný opravný prostředek prodaného Výrobku nebo Výrobku, který dala společnost GEAC k dispozici.

V. Nákup Náhradních Dílů

Pro všechny nákupy dílů společnosti GEAC se Strany dohodly, že všechny podmínky obsožené v aktuálním Katalogu, který je čas od času upraven, budou v tomto dokumentu zahrnuty formou odkazu a v případě rozporu nebo nekonzistentnosti s podmínkami této GTA smlouvy budou mít přednost.

VI. Omezení odpovědnosti / Odškodnění

A. Celková odpovědnost společnosti GEAC pro všechny nároky, ať už vyplývající ze smlouvy, záruky, deliktu, odpovědnosti za porušení patentu výrobku nebo jiné týkající se, vyplývající z nebo mající za následek prodej, používání, distribuci jakéhokoliv poskytnutého Výrobku, bude omezeno na cenu zaplacenou za Výrobek, kterého se uplatnění nároku týká. GEAC v žádném případě nenese odpovědnost za ztrátu používání, prostoje, ztráty příjmů / zisku, nebo jiné zvláštní, náhodné nebo následné škody.

B. Zákazník je povinen odškodnit a ochránit společnost GEAC před a proti jakýmkoliv nárokům třetích stran, které vznikly z aktivit Zákazníka v souvislosti s používáním nebo nakládáním s Výrobkem prodaným dle této smlouvy.

VII. Informace a Data

A. Jakékoli technická data a údaje, které GEAC může sdělit Zákazníkovi, jsou majetkem společnosti GEAC a mohou být Zákazníkem použity pouze pro účely servisu, údržby nebo provozu Motorů. Všechny technické

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údaje jsou vlastnictvím společnosti GEAC, Zákazníkovi jsou předány jako důvěrné a Zákazník s nimi musí zacházet jako s přísně důvěrnými. Technické údaje nesmí být kopírovány, používány nebo předány Zákazníkem třetím stranám bez předchozího souhlasu společnosti GEAC. Zákazník má povinnost chránit veškeré technické informace před zveřejněním stejným způsobem, jakým chrání vlastní důvěrné informace, ale v žádném případě nesmí používat méně než přiměřenou míru péče při ochraně technických údajů.

B. Nic v této GTA smlouvě neuděluje Zákazníkovi licenci na žádné patenty nebo práva vlastněná nebo řízená společností GEAC.

C. Pro účely odstavce VI a VII, termín "GEAC" zahrnuje GE o dceřiné společnosti GE, přidružené společnosti, subdodavatele, dodavatele, spaluvýrobce výrobků a příslušné ředitele, vedoucí pracovníky, zaměstnance a jejich zástupce.

VIII. Trvání a ukončení smlouvy

A. Tato GTA smlouva je platná a účinná, nebyla-li ukončena dříve, a to po dobu, po kterou Zákazník vlastní nebo provozuje letadlo nebo tak dlouho, pokud je opravárenské centrum certifikované a autorizované FAA nebo EASA, nebo ekvivalentní regulační agenturou uznávanou FAA a/nebo EASA pro opravy nebo generální opravy motorů, Modulů a dílů používaných na Výrobcích. Tato GTA smlouva bude automaticky ukončena, pokud Zákazník přestane vlastnit nebo provozovat (nebo vystupovat jako zástupce pro vlastníka nebo provozovatele) Letadla.

B. Každá smluvní strana může vypovědět tuto GTA smlouvu třicet (30) dní po podání písemné výpovědi druhé straně z důvodů nesplnění jakýchkoliv podstatných ustanovení, nedojde-li do třiceti dnů k nápravě. Bez ohledu na výše uvedené skutečnosti může společnost GEAC vypovědět tuto GTA smlouvu s okamžitou účinností s výpovědní dobou tři (3) dny v případě, že:

1. Zákazník se stane předmětem jakéhokoliv konkurzního či insolvenčního řízení, byl-li mu určen likvidátor nebo dle vlastního uvážení GEAC nesplnil své povinnosti platit své účty běžným způsobem; nebo
2. Zákazník je nebo se stane předmětem výslechů nebo vyšetřování pro porušení zákonů, nařízení nebo ustanovení; nebo
3. Zákazník nesplňuje přiměřené požadavky společnosti GEAC na náležitou opatrnost (due diligence) Zákazníka dle ustanovení a uvážení GEAC.

C. GEAC výslovně vylučuje použití § 1977, 1999, 2000, 2002, 2003 a 2004 (2), (3) Občanského zákoníku o Zákazník s tím výslovně souhlasí.

IX. Různé

A. Daně. Daň z Prodeje, používání, přidané hodnoty a další daně, které jsou hrazeny Zákazníkem, které jsou nebo mohou být uloženy příslušným finančním úřadem, nejsou zahrnuty v prodejní ceně. Jakékoli přímé nebo nepřímé spotřební daně nebo dovozní a celní daň splotná GEAC, která může být uložena příslušným finančním úřadem, ať už se nachází kdekoli, po výrobě výrobku, prodeji nebo dodávce Zboží/Zařízení, na které se vztahuje Objednávka, nebo jakýkoliv nárůst výše jakéhokoliv daně nebo platných dovozních a celních poplatků bude přidaná k prodejní ceně. Není-li takový poplatek vybrán v okamžiku proběhnutí platby nebo není-li součástí prodejní ceny, Zákazník GEAC odškodní.

B. Omluvitelné zpoždění. GEAC nenese odpovědnost za opoždění dodávek nebo neschopnost dodat z důvodů: (1) příčin mimo přiměřenou kontrolu; (2) živelné pohromy, jednání Zákazníka, jednání civilních nebo vojenských úřadů, oheň, stávka, povodeň, epidemie, válka, civilní nepokoje, povstání, nebo zpoždění v dopravě; nebo (3) neschopnost z důvodů příčin překračujících přiměřenou kontrolu, která je potřeba k zabezpečení pracovní síly, materiálu nebo komponentů. V případě takového zpoždění bude datum dodání

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prodlouženo na dobu rovnající se času ztracenému důvodem zpoždění. Toto ustanovení však nezavazuje společnost GEAC povinnosti používat přiměřené úsilí provést dodávku pokud jsou příčiny zpoždění odstraněny. GEAC má povinnost vyrozumět Zákazníka neprodleně poté, co se vyskytlo zpoždění nebo existuje možnost výskytu zpoždění. GEAC bude i nadále informovat Zákazníka o nových přepravních řádech a/nebo případných změnách.

C. Postoupení práv. Tato GTA smlouva nebo její část nesmí být bez předchozího písemného souhlasu společnosti GEAC postoupena nebo jinak převedena Zákazníkem. Všechna postoupení, která jsou v rozporu s tímto ustanovením, jsou považována za neplatná.

D. Rozhodné právo. Tato GTA smlouva nebo jiná vzájemná smlouva bude interpretována a aplikována v souladu s právem České republiky. Úmluva OSN o smlouvách o mezinárodní koupi zboží se nevztahuje na žádné transakce výrobků uvedených v této smlouvě.

E. Jazyk. Tato smlouva je vyhotovena ve dvou jazykových verzích anglické a české. V případě jakýchkoliv nesrovnalostí mezi oběma verzemi je rozhodující anglická verze.

F. Spory. V případě jakýchkoliv sporů se GEAC a Zákazník dohodli, že použijí obchodní snahy dobré víry za účelem neformálního vyřešení jakýchkoliv sporů, nároků nebo údajného porušení nebo porušení uplatňování této GTA smlouvy během šedesáti (60) dnů ode dne, kdy druhá strana obdržela písemné oznámení o sporu. V případě, že tyto snahy selžou, Zákazník a GEAC se domluví, že ustoupí od soudního sporu a vyřeší spory prostřednictvím závazného rozhodčího řízení vedeného podle Obchodních Rozhodčích Pravidel České republiky, které jsou určeny Rozhodčím soudem při Hospodářské komoře České republiky a Agrární komoře České republiky v Praze v souladu s pravidly soudu. Bez ohledu na výše uvedené se může kterákoli strana obrátit na soud příslušné jurisdikce v rozsahu, který je nezbytně nutný pro získání předběžného opatření, aby bylo zabráněno vzniku nenapravitelné škody nebo aby byla obhájen práva duševního vlastnictví dané strany.

G. Obchodní podpora. Pokud společnost GEAC neudělila výslovný písemný souhlas, nic uvedeného v této GTA smlouvě nebude převedeno na Zákazníka, a Zákazník neobdrží žádné obchodní výhody nebo jiné příspěvky od GEAC, které mohou být nabídnuty, projednány, nebo jinak zahrnuty v servisních bulletinech nebo jiných Technických informacích společnosti GE, které jsou vydány dle platného servisního bulletinu nebo se jejich vydání týká jakéhokoliv Výrobku zakoupeného dle této Smlouvy.

Přidejte indikátor modelu motoru zde

DOHODNUTO nebo POTVRZENO:

GE Aviation Czech s.r.o.
Praha 9, Beranových 65, PSČ 19902

(Hůlkovým písmem)
(podpis):
Datum:
Titul:

LOM Praha s.r.o.
Praha 10, Těšnovská 10

(Hůlkovým písmem)
(podpis):
Datum:
Titul:

Právní jméno společnosti:

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