



CONTRACT FOR SUPPLIES OF MAIN GEARBOXES FOR EC 135T2+ HELICOPTERS

Ref. PPR-2055- /ČJ-2013-990656

Czech Republic – Interior Ministry

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P.O. BOX 6
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(hereinafter referred to as „**Contracting Authority**“)

and

ZF Luftfahrttechnik GmbH

Address: Flugplatzstrasse 34379 Calden, Germany

Represented by:

Identification number (ID):

Tax ID no.: DE 113 073 887

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(hereinafter referred to as „**Supplier**“)

(**Contracting Authority** and **Supplier**, hereinafter also referred to as "**Contracting Parties**" or individually as a "**Contracting Party**")

on the undermentioned day, month and year, based on mutual consent and on the basis of public contract for Supplying Repaired or Overhauled Main Gearboxes (hereinafter referred to as "Main Gearbox") and spare parts for maintenance of the Main Gearboxes on EC 135T2+ helicopters concluded in accordance with provision § 69 paragraph 2 and following of Act no. 513/1991 Coll., Commercial Code, as amended (hereinafter „**Commercial Code**“), (hereinafter „**Contract**“).

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I.

Subject matter of the contract

1. Subject of this Contract is the obligation of the **Supplier** to deliver repaired or overhauled Main Gearboxes and maintenance spare parts according to the Price List of the **Supplier** valid in the Calendar year which the Product is ordered by the **Contracting Authority** for EC 135T2+ helicopters.
2. Furthermore, the subject of the public contract is providing technical services, training of the personnel of the Czech Police Aviation Department, as well as providing technical support for operation of EC135T2+ helicopters, based on orders of the Contracting Authority.

II.

Manner of fulfilment and fulfilment date of subject matter

1. The **Supplier** is obliged to provide services in a professional manner, according to his best knowledge and skills, and at the same time he is obliged to protect the interests and good name of the **Contracting Authority** and proceed according to his instructions. In case of inappropriate instructions by the **Contracting Authority**, the **Supplier** is obliged to notify the **Contracting Authority** of the inappropriateness of the instructions in writing. If the **Supplier** does not notify the **Contracting Authority** the **Supplier** bears the responsibility for defects and damage caused to the **Contracting Authority** and/or **Supplier** and/or third parties due to inappropriate instructions.
2. Fulfilment date of the Main Gearbox and maintenance spare parts ordered by the **Contracting Authority** shall always be confirmed by the **Supplier** in writing in order to get a binding agreement, unless agreed otherwise by both contractual parties.
3. The **Supplier** shall deliver the Main Gearbox and maintenance spare parts with an accompanying delivery note and EASA Form One Document.
4. The **Contracting Authority** may decline acceptance of the Main Gearbox and maintenance spare parts if they are not delivered in accordance with this **Contract** and in the agreed quality, in which case the **Contracting Authority** shall inform the supplier of the reasons in writing at latest within five (5) working days from the original handover date. For their subsequent handover the above mentioned provisions of this article apply. The **Contracting Authority** may not unreasonably decline acceptance.
5. The warranty provided to the **Contracting Authority** is governed by the **Supplier's** General terms and conditions.

III.

Price

1. The total price for the delivery of all Main Gearboxes, maintenance spare parts and the provision of all services ordered by the **Contracting Authority** is limited to CZK 14,990,000 (in words fourteen million nine hundred ninety thousand Czech Crowns) excluding VAT, which is based upon the exchange rate of 13.08.2013 - €579,211.75 (Five Hundred and Seventy Nine Thousand Two Hundred and Eleven Euros and Seventy Five Cent).
2. The total price for the delivery of all Main Gearboxes, maintenance spare parts and the provision of all services is defined as the highest acceptable price and may not be exceeded and includes all expenses, expenditures and costs incurred to the **Supplier**



in connection with the delivery of all Main Gearboxes and provision of all services according to this **Contract**.

3. The price offered for each partial delivery will be presented to the **Contracting Authority** by the **Supplier** based on an order sent by the Czech Police Aviation Department (hereinafter "operator"). The operator must also express himself to the offer price and approve the offer price.
4. Price for deliveries resulting from the subject of this contract will be paid in EUR based on partial invoices issued by the **Supplier** for each order of the **Contracting Authority**. The Acceptance Protocol specifying the performed work shall be attached to each invoice. This protocol must be signed by the authorised person of the operator, which is the Czech Police Aviation Department (hereinafter "operator"). The authorised person of the operator is Mrs. Stanislava Cirkvová, tel. +420 974 838 344.
5. The invoice shall be issued in three copies. Invoices are payable within 30 days from date of the invoice.
6. The invoice shall include name and address of the **Contracting Authority** (Czech Republic Interior Ministry, Nad Stolou 936/3, 170 34 Prague 7) and the invoice recipient – operator (Czech Police Aviation Department, Post office 614, Box 35, Ruzyně Airport, Hangar D, 161 01 Prague 6.).
7. Should the **Contracting Authority** be in arrears with the payment of invoices, the Supplier shall be entitled to an interest on late payment from the outstanding amount for each delayed day in the amount stated in the **Supplier's** General Terms and Conditions (attached).
8. In case of a delay in the fulfilment date of Main Gearboxes and maintenance spare parts or services, for which the **Supplier** is legally responsible the **Contracting Authority** is entitled - to the exclusion of further claims - to request payment of a contractual fine by the **Supplier** in the amount of 0.05% of the price of the Main Gearbox or services for each delayed day.
9. Interest on late payment and contractual fine are due 30 calendar days from the date when the written notice of the authorised party was delivered to the liable party on account of the authorised party specified in the written notice.

IV.

Contract duration and termination of the contractual relationship

1. This contract expires and loses effect when the total maximum acceptable price for the subject matter defined in Art. III paragraph 1 of this **Contract** is used up or 4 years from date of conclusion of the **Contract according to Art. VI paragraph 1**.
2. Before contract termination according to paragraph 1, the validity and effect may be terminated earlier in the following cases:
 - a) Agreement of contracting parties in a mutual settlement of reasonably incurred and demonstrably documented costs on the date of the Contract termination.
 - b) A written unilateral termination of the Contract by either contracting party without giving reasons with a three months notice period, which begins on the first day of the month following the month when the termination was received by the other contracting party.



- c) The **Contracting Authority** is entitled to withdraw from this **Contract** if insolvency or similar actions of a public authority directed at the property of the **Supplier** are underway.
3. In case of termination of the **Contract** under letter b) and c) the termination is effective upon delivery of the written notice to the other contracting party.

V.

Special provisions

1. The contracting parties shall promptly notify of facts relating to changes in one of their basic identification data, including legal successor.
2. The **Supplier** agrees without any objections to the publication of this contract on the **Contracting Authority's** websites www.policie.cz and www.softender.cz.
3. The contracting parties shall not be held responsible for delays in delivery caused by force majeure such as strikes, labour disputes, lock outs, natural disasters, fires, floods, explosions, earthquakes, natural disasters, embargoes, epidemics or quarantine measures, interventions of state civil or military authorities, war (declared or undeclared) or war or war-like operations, riots or insurrections, sabotage, terrorist actions, termination of production of necessary parts, non-delivery of documents necessary for import and export licenses resulting from legislative changes in the country of the supplier resp. of the contractual parties, if the other party is immediately, but no later than 30 days after the occurrence, notified in writing of the occurrence of such an event of force majeure in accordance to the law, with indication of the known or estimated delay.

VI.

Final provisions

1. The **Contract** comes into force on the date of signature by both contracting parties.
2. This agreement is written in the English language. Both contracting parties confirm that they fully understand the contents thereof.
3. The contracting parties agree to respect the legitimate interests of the other contracting party and shall act in conformity with the purpose of this agreement and shall not counteract such a purpose and shall carry out all legal actions that may be necessary to achieve the purpose of this **Contract**.
4. The contracting parties declare that they are not aware of any facts that would preclude concluding the **Contract** and acknowledge that they fully bear all legal consequences of knowingly providing false information. As verification of their agreement with the content of this **Contract** they affix their signatures below.
5. The **Contract** may be amended or supplemented by written amendments agreed on by both contracting parties.
6. Any invalidity of any provision of this **contract** does not invalidate the remaining provisions. In the event that any provision thereof becomes ineffective or invalid, the contracting parties undertake to replace such a provision with a new one without undue delay.
7. Relationships between the contracting parties shall be governed by the laws of the Federal Republic of Germany while excluding International Private Law and the United Nations Convention on Contracts for the International Sale of Goods. The contracting



parties agree that all disputes arising in connection with this **Contract** shall be settled amicably – by agreement. If no agreement is reached, disputes will be resolved before competent courts on the registered seat of the of the **Supplier**..

8. Issues not explicitly defined by this **Contract** shall be governed in accordance with the supplier's General terms and conditions, which are an attachment of this **Contract** and an integral part of it. If not even the supplier's General terms and conditions govern the issue, it shall be governed in accordance with the Commercial Code and related legislation.
9. The **Contract** is drawn up in four copies, each of which has the force of the original. After signing the **Contract**, the **Contracting Authority** will receive three copies and the **Supplier** one copy.

In Prague, date: 13 -09- 2013

In Calden, date: 26. August 2013

On behalf of Contracting Authority

On behalf of Supplier

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Ing. Stanislav Loskot
Deputy Director

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i.V. Mr F. Mergler
Director Commercial Product Programs

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i.V. Mr P. Tolsdorf
Director Governmental Product Programs

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