

Framework purchase contract ref.: PPR-21874-48/ČJ-2013-990656

CONTRACTING PARTIES

1. Czech Republic – Interior Ministry

Address: Nad Stolou č. 936/3, 170 34 Prague 7
Represented by: Ing. Miroslavem Hajným, Director Department of Logistic
Administration of Police Presidium Czech Republic
Identification number: 00007064
Tax ID number: CZ00007064
Bank details: Czech National Bank, branch Prague
Account number: 5504881/0710
Postal address: Czech Police Aviation Department
Post office 614, post box 35
161 01 Prague 6

(hereinafter referred to as the „**buyer**“)

and

2. Airbus Helicopters Deutschland GmbH registered in the Commercial Register

Address: Industriestraße 4, 86609 Donauwörth, Germany
Represented by: Dietmar Strohofer
Identification number: Amtsgericht Augsburg, HRB 16508
Tax ID number: VAT reg. no DE 129273267
Bank details: Deutsche Bank AG, Munich, Germany
Account number: IBAN: DE 67 70070010 0 190235200
S.W.I.F.T.: DEUT DE MM

(hereinafter referred to as the „**seller**“)

Art. I
INITIAL PROVISIONS

- 1.1. As part of this purchase contract (hereinafter referred to as the "contract") all rights and obligations of the buyer, except for making changes to the contract, termination of the contract, claims for regulatory or contractual penalties and claims for damages are performed by the operator. The operator is the Czech Police Aviation Department, Post office 614, post box 35, Prague Ruzyne Airport, Hangar D, 161 01 Prague 6, Czech Republic (hereinafter referred to as the „operator“).
- 1.2. The buyer declares that the operator operates helicopters series EC 135T2+.
- 1.3. The purpose of this contract is to provide operational efficiency of helicopters series EC 135T2+ operated by the operator by ensuring a comprehensive range of services in the supply of spare parts, repairs, tools, equipment, technical publications, providing educational services and training of Czech Police Aviation Department personnel and providing technical support to ensure operation.
- 1.4. The buyer and seller declare that this agreement fully respects all the requirements arising from the tender documentation kept under the title "Selection of a supplier for the supply of spare parts, repairs and services for EC 135 helicopters", ref. PPR-21874-33/ČJ-2013-990656 from 02nd April 2014.

Art. II
SUBJECT MATTER OF THE CONTRACT

- 2.1. The seller hereby agrees to deliver to the buyer:
 - spare parts for helicopters type EC 135T2+,
 - overhauled parts, parts provided under a standard exchange for helicopters type EC 135T2+,
 - equipment, tools and material for maintenance of helicopters type EC 135T2+,
 - technical publications including their updates,
 - training items for helicopters type EC 135T2+.(hereinafter referred to as "goods").

Delivery of goods will be made on the basis of mutually agreed partial orders or in accordance with the agreed specification.

- 2.2. The seller hereby agrees to provide or ensure for the buyer:
 - Repairs and/or modifications of equipment for helicopters type EC 135T2+,
 - education and training of the operator's personnel,
 - engineering services and technical support services for helicopters type EC 135T2+(hereinafter referred to as "services").

Supplies of services will be provided in accordance with mutually agreed partial orders of the buyer.

This list goods and services is not exhaustive and may be extended by any party upon common agreement. The turbine engines(s) as well the MEGHAS avionics system installed in the helicopter are excluded from the present contract.

- 2.3. The buyer agrees to accept the goods and services and pay the seller the agreed price for the delivered goods and services.
- 2.4. Transfer of ownership from the seller to the buyer is subject to the prior performance of the buyer of its obligations, in particular full payment of the balance of the contract. The payment

obligation will be considered fulfilled at the time the full amount is irrevocably credited to the seller's bank account mentioned in the contract.

Art. III PRICE

- 3.1. The total price for the subject matter of the contract according to paragraph 2.1. and 2.2. of this contract is stipulated by an agreement of the contractual parties and shall not exceed:

CZK 50,000,000.00 excl. VAT
(in words: fifty million Czech Crowns)

and in addition to this VAT in the amount of 21%
CZK 10,500,000.00
(in words: ten million five hundred thousand Czech Crowns)

**The total price for the delivery of the subject matter of the contract including VAT is:
CZK 60,500,000.00
(in words: sixty million five hundred thousand Czech Crowns)**

- 3.2. The total price for the delivery of the subject matter is the final highest acceptable price and cannot be exceeded. The total price can only be changed in case of changes of the legal VAT rates.
- 3.3. Percentual surcharges or discounts according to paragraph 3.4. include all expenses connected with the delivery of the subject matter of the contract, including customs, insurance, shipping and bank charges.
- 3.4. The price for each individual partial order of goods and/or services shall be determined as follows:
- the price for spare parts, equipment and tools shall be based on seller's current and valid pricelist. The seller is entitled to add a surcharge and/or discount in the amount of
Discount: -3,0%
Surcharge DDP Prague (if applicable): +2,5%
 - the price for repairs and overhauls shall be based on seller's current and valid pricelist. The seller is entitled to add a surcharge and/or discount in the amount of
Discount: -3,0%
Surcharge DDP Prague (if applicable): +2,5%
 - the price for technical support, education and training of the operator's aviation personnel shall be based on seller's current and valid pricelist. The seller is entitled to add a surcharge and/or discount in the amount of
Discount: -3,0%
Surcharge DDP Prague (if applicable): +2,5%
 - the price for the supply of technical publications shall be based on seller's current and valid pricelist. . The seller is entitled to add a surcharge and/or discount in the amount of
Discount: -3,0%
Surcharge DDP Prague (if applicable): +2,5%

- 3.5. Should certain goods and/or services not be listed in the seller's pricelists, the price and individual purchase conditions shall be mutually negotiated based on the demand of the buyer, an offer of the seller and will be agreed by the parties for each individual partial order separately.
- 3.6. The price for each individual order shall be determined in EUR.
- 3.7. The prices for the delivery of goods provided in the individual mutually agreed orders are fixed, unless otherwise stated therein.
- 3.8. Prices for repairs and overhauls shall be provided by the seller after examination of the individual items at the manufacturer, in the repair center or at the operator.

Art. IV

PAYMENT AND BILLING CONDITIONS

- 4.1. The payment for individual partial deliveries of the subject matter of the contract will be made by the buyer by bank transfer to the account of the seller based on an invoice issued by the seller.
- 4.2. The seller is entitled to invoice the purchase price upon delivery of the goods or services to the buyer (operator). An invoice may be issued in EUR.

Seller's invoices shall include the following information:

- number of the invoice
 - date of issuance of the invoice
 - buyer's name and place of business (Ministry of the Interior of the Czech Republic, Nad Štolou 936/3, 170 34 Prague 7, the Czech Republic)
 - operator's name and place of business (Czech Police Aviation Department, P.O. 614, Box 35, 161 01 Prague 6, the Czech Republic)
 - quantity of the delivered goods and/or services
 - description of the goods and/or services
 - date of the feasible and taxable settlement
 - seller's bank connections
 - price of the delivered goods and/or services without VAT
 - amount of VAT
 - shipping cost, if any
 - customs charges, if any
 - total invoiced amount
 - maturity of the invoice
- 4.3. The invoice shall be issued in 2 copies (1x original + 1x copy).
 - 4.4. The invoice due date is always 30 days from the date of issuance of the invoice.
 - 4.5. The payment obligation will be considered fulfilled at the time the full amount is irrevocably credited to the seller's bank account mentioned in the contract.
 - 4.6. Before the invoice due date, the buyer is entitled to return an invoice to the seller without paying it, if it does not contain all requirements specified in clause 4.2 of this contract or an invoice that contains incorrect prices and with indicating the reason for the return. The seller is

obliged to amend the invoice or issue a new one within 10 working days from receipt of the returned invoice. By rightful return of the invoice to the seller, the due date ceases to run. The new due date in the original length commences on the date of the demonstrable delivery of the amended or newly issued invoice to the buyer.

- 4.7. The invoice shall be deemed returned by the due date, if the buyer can prove that the invoice is sent correctly within this period, while it is not necessary to be delivered to the seller in this period.
- 4.8. In case of an individual order amounting to more than EUR 200,000.00 € excl. VAT (in words: two hundred thousand euros), the buyer and the seller agree on a 30% down-payment.

Art. V

PLACE OF FULFILLMENT AND DELIVERY TERMS AND CONDITIONS

- 5.1. Place of fulfilment of the subject matter of the contract is the address of the aircraft operator, which is the Czech Police Aviation Department, Prague Ruzyne Airport, Hangar D, Czech Republic or in case of services, the premises of the seller or training centre offered by him.
- 5.2. Deliveries ordered under this contract shall be delivered according to delivery term DDP (INCOTERMS 2010) to the address of the operator – Prague Ruzyne Airport, Hangar D, Czech Republic.

Art. VI

ORDERING AND DELIVERING GOODS OR SERVICES

- 6.1. The delivery of goods and services shall be carried out according to the present contract and any details agreed between the parties in the respective individual order, which shall include type and quantity of goods or services and the agreed price and other delivery terms depending on the nature of the goods or services (usually scope of service, delivery term, packaging and transport, payment terms. Purchase order placed via electronic means or fax shall be considered as orders.
- 6.2. In special cases, such as when there could be a delay, the seller shall nevertheless fulfil the deliveries of goods and/or services based on the present contract and the respective individual order as far as possible for the required goods and/or services, quantity and delivery date. However, the seller shall assess the implications of the special case without undue delay after the occurrence of the special case and if he cannot meet the obligations of the present contract and the respective individual order, he shall submit a new proposal to the buyer. An amendment of the present contract and/or the respective individual order to accommodate the special case shall be issued by the seller and mutually agreed on by the parties.
- 6.3. The seller shall send the acknowledgement of receipt of regular orders according to the price list within a maximum of 2 working days from receipt.
- 6.4. The seller shall send the acknowledgement of receipt of regular orders requesting determination of the price within a maximum of 4 working days from receipt.
- 6.5. The acknowledgment of receipt of a priority order (AOG – aircraft out of service) shall be sent to the buyer within a maximum of one working day from receipt. The seller shall send a reply to the buyer within a maximum of 2 working days from acknowledgement of receipt of the priority order.
- 6.6. In the case of repairs, overhauls and standard exchanges a description of the technical condition of the parts to be repaired shall be part of the order. The part has to be sent by the buyer following the instructions of the seller or its defined repairer under DDP conditions to the place of the repair. The estimated price and extent of repairs must be approved by the buyer.

For services with fixed prices listed in the seller's "repair & overhaul service prices catalogue", the buyer only needs to grant the seller the right to proceed with the repair and the work shall then be invoiced at such price listed in the seller's "repair & overhaul service prices catalogue". In case of services with fixed repair & overhaul prices which may be subject to additional tasks (referred to as "exclusions" in the repair & overhaul service prices catalogue), an additional quotation may be issued by the seller after inspection of the part, if some component of the part excluded from the fixed price finally needs to be replaced. For the other parts, a quotation will be established by the seller after inspection. A quotation will be issued for additional costs and increased lead-time in case of parts:

- which have been used or maintained improperly by the buyer,
 - involved in incidents or accidents,
 - having suffered external damage,
 - in case parts being part of the assembly are missing.
- 6.7. The buyer may ask for specific technical assistance. Upon confirmation of the expected price and terms of assistance, the seller shall, on the basis of an order, send the required number of technical staff with equipment to the contact address of the buyer or an agreed place to assist the buyer's specialists in technical maintenance, finding defects, troubleshooting and other tasks as agreed between the parties in the respective order.
- 6.8. Goods shall be delivered by the seller to the buyer with a delivery note.
- 6.9. Deliveries of goods shall be properly secured, packaged, labelled and shall be provided with the relevant documents according to the terms of this contract.
- 6.10. Each delivery of goods, depending on the nature of the goods, must be demonstrably and adequately supported by a certification of origin of the goods and quality certification or document of the quantity delivered.
- 6.11. The seller holds Organization Approvals issued by its National Civil Aviation Authority. The official recognition that goods/services have satisfied the quality assurance procedures is attested by the issuance of the following documents:
- for civilian buyers, an Authorized Release Certificate (EASA Form 1) per non standard product, issued on behalf of the National Civil Aviation Authority either by the seller or the seller's selected workshop;
 - upon request, a Certificate of Conformity issued by the seller's authorized certifying staff;
 - the Item log card, if applicable.
- 6.12. Technical publications shall be delivered in the English language and shall have electronic and printed form, if both forms are available.

Art. VII

RIGHTS AND OBLIGATIONS OF THE BUYER AND THE SELLER

- 7.1. The seller undertakes to carry out the delivery of the subject matter of the contract in accordance with terms and conditions of the contract and the respective individual order.
- 7.2. Both parties agree to use their best endeavours to provide each other with all necessary cooperation to ensure the fulfilment of the purpose of the contract.
- 7.3. The seller shall use his best endeavours to deliver the subject matter with due diligence, to his best knowledge and skills, to observe and protect the legitimate interests of the buyer.
- 7.4. The buyer does not exclude that the seller may use other actors to ensure certain sub-tasks in delivery of the subject matter of the contract. These subjects shall not be in a business relationship with the buyer.

- 7.5. The seller agrees to the publication of his identity in connection with the performance of this contract. For the publication of other data referred to in the contract, the buyer shall obtain the prior written consent of the seller.

Art. VIII WARRANTIES

The seller warrants that the goods/services delivered or performed are free from defects in material and workmanship under normal use and service.

8.1 Warranty coverage

The seller's obligation under this warranty is limited to the repair - or replacement - or the updating at the seller's discretion - of allegedly defective or non-compliant goods that have been returned to its facility and, at the time of any repair or replacement, have been recognized by the seller after expertise as defective or non-compliant with the buyer's Order. To be eligible under this warranty the alleged failure must have occurred within the following time-limits, as determined by the seller:

- For spare parts: within one thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the helicopters or twenty four (24) months after their delivery from the seller's site, whichever event first occurs.
- For tools: within a period of twenty four (24) months after their delivery from the seller's site.
- For repaired, overhauled parts and standard exchange of the item: within five hundred (500) flying hours or six (6) months from the time they are fitted to the helicopters or twelve (12) months after their delivery from the seller's site, whichever event first occurs. For repaired items, the warranty is limited to the repair done and/or the Parts replaced.
- For tools repaired, overhauled or returned for calibration: within a period of twelve (12) months after their delivery from the seller's site.
- For training Items: within a period of twelve (12) months after their delivery from the seller's site. The seller will not be held responsible for any incompatibility between training Items and buyer's equipment.
- For goods repaired or replaced through the warranty process: within the period of warranty remaining for the respective defective part.

The turbine engine(s) as well as all equipment not provided by the seller and installed in the helicopter are covered by the warranty granted by the manufacturers of these items (Turbomeca and Thales), the benefits of which the seller hereby assigns on to the buyer who accepts such assignment.

8.2 Defect notification by the buyer

The notification to the seller by the buyer of the detected defect shall be issued as follows:

- For technical publication and/or training Items: as soon as possible but at the latest fifteen (15) days after the discovery of any defect or non-compliance the buyer shall return the allegedly defective or non-compliant technical publications and/or training Items , with the corresponding invoice to the seller.
- For other goods/services: as soon as possible but at the latest fifteen (15) days after the discovery of any defect, the buyer shall furnish to the seller, through the warranty claim form the full details of its claim and the basis thereof.

8.3 Warranty Process

As soon as the seller receives the warranty claim form, it will return to the buyer the warranty claim acknowledgment and the Return Material Authorization Form.

Within fifteen (15) days from the reception of these two documents the buyer shall return the allegedly defective good to the seller.

If the buyer fails to return the allegedly defective good in due time the seller reserves the right to invoice the good to the buyer at the price indicated in the relevant the seller's price list in force or in the relevant quotation if no price is available in the price list in force.

The part of the item removed for which the seller supplies a replacement shall become the property of the Seller.

8.4 Transportation

The seller will reimburse reasonable transportation costs outbound for the reparable or defective or non-compliant good for which the benefit of the warranty has been granted by the seller.

For the return of the good for which the benefit of the warranty has been granted by the seller, the inbound return transportation costs shall be borne by the seller.

The buyer shall send to the seller the invoice by the end of the corresponding year. Insurance, customs expenses and other charges as well as the expenses incurred by the buyer for the removal, re-installation and adjustment operations with respect to such good shall be borne by the buyer.

8.5 Exclusions

The following events are excluded from the warranty coverage:

- if the buyer has failed to notify the seller of its warranty claim within fifteen (15) days from the failure occurrence date, or
- if the supply and/or any part thereof is stored, operated, maintained, installed, repaired or overhauled otherwise than in accordance with the manuals, documentation and instructions delivered by the seller, or
- in the event that maintenance activities have not been properly entered in the appropriate logbook (or in case of failure to produce the logbook to the seller if so requested), or
- if the defective good or any part thereof has been repaired or altered otherwise than as prescribed by the seller or its subcontractors/suppliers, or
- if the good or any part thereof has suffered an accident, or
- in the event of a defect that is the result of normal wear and tear, or
- if the good has not been delivered by the seller, or
- if such good or any part thereof is not properly stored and protected in accordance with instructions delivered by the seller, or
- if the defect is partly or wholly caused by a defective item not provided by the seller.

8.6 Warranty assignment

This warranty is granted to the buyer personally and shall not be assigned by the buyer to any third party without the Seller's prior written consent.

8.7 Sole liability

The mentioned warranty constitutes the seller sole liability, and is in lieu of any other warranty and is exclusive of any other remedy. The seller shall not be responsible for any incidental or consequential damages arising from any breach of warranty.

8.8 Supersession

The above warranties supersede any other guarantees, whether they are express or tacit, as well as any other the seller's obligation or responsibility concerning the delivered good.

Art. IX CONTRACTUAL PENALTIES AND LIQUIDATED DAMAGES

- 9.1 Should the seller not deliver the goods and/or services by the expiry of the delivery term as agreed in the individual order plus a grace period of 8 weeks and should this delay be solely caused by the seller due to an intentional or negligent act of the seller (excluding events of Force Majeure), the seller shall pay to the buyer a contractual penalty amounting to 0,05% of the price of the non-delivered goods and/or services including VAT for each, even commenced, day of delay. In any case the contractual penalty shall not exceed an amount of 5% of the value of non-delivered goods and/or services.
- 9.2 The contractual penalty is payable to the bank account of the buyer specified in the written notice within 30 calendar days from the date on which the buyer delivered the written notice which shall include the request for payment and the reasons for such request, to the seller.
- 9.3 The seller pays the contractual penalty regardless of whether the buyer incurred damage.
- 9.4 Payment of the contractual penalty is the sole remedy for compensation for damage of the buyer.
- 9.5 The seller is entitled to request from the buyer a statutory interest on arrears in case of breach of the due date of the invoice.

Art. X – OBSOLESCENCE

- 10.1. For the purposes of this article, "obsolete" or "obsolescence" in relation to a component or equipment means a component or equipment:
 - that is no longer available for purchase, or is no longer in production, and another component or equipment cannot be substituted for that component or equipment; or
 - that may not be repaired or modified because the parts or items needed for repair/modification of that component or equipment are no longer available.
- 10.2. The seller cannot be deemed responsible neither for any component or equipment declared obsolete nor for any incurred consequences.
- 10.3. In case of an obsolescence both parties will agree on the mitigation plan to be implemented, including component/equipment change or component/equipment redesign or component/equipment last-time buy.
- 10.4. In any case, all the costs and consequences will be borne by the buyer. The buyer shall have two (2) months for deciding whether the mitigation plan is acceptable, from the date the plan is proposed by the seller. Shorter purchaser decision can be requested, if a specific obsolescence resolution issue such as a last-buy-order date can be justified

Art. XI LIABILITY

- 11.1 In the event of intent or gross negligence of the seller or its representatives or any person used to perform an obligation on behalf of the seller, the seller shall be liable according to statutory regulations. This shall also be the case for a breach of essential contractual

obligations. In case of a breach of other contractual obligations, the seller's liability shall be limited to foreseeable, typically occurring damages.

11.2 The foregoing shall be the seller's sole liability, further liability shall be excluded.

11.3 The statutory liability of the seller for injury to life, body or health shall remain unaffected by the foregoing limitations.

Art. XII FORCE MAJEURE

12.1. The seller and the buyer shall not be held responsible for breach of contract (excluding however payment obligations) or extension of deadlines caused by events that occurred independently of their will and prevent them in fulfilling their obligations, in the event that it cannot be reasonably assumed that the event or its consequences could be avoided or overcome, and further, that the event was unpredictable at the time of commitment. The contracting parties consider the following obstacles as circumstances excluding liability:

- acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of the seller's sources of supply, shortage in material or energy, or
- acts, orders or priorities resulting from any government action, national or international authorities, or
- the occurrence of an obstacle mentioned above with any supplier or subcontractor of the seller (or lower level subcontractor or supplier), or
- if any supplier or subcontractor of the seller (or lower level subcontractor or supplier) is faced with a bankruptcy or insolvency event, or
- any other case beyond the reasonable control of the seller.

12.2. If the above occurs, the contracting parties undertake to immediately inform each other of this.

12.3. There is no obligation to pay a penalty in cases excluding liability.

Art. XIII LAW, WITHDRAWAL FROM CONTRACT AND RESOLVING DISAGREEMENTS

13.1. All rights and obligations of this contract, as well as the legal relations arising from the contract shall be governed by German law. The contract can be terminated by a written agreement of both contractual parties.

13.2. The contract can be terminated by either contractual party without giving reasons; the notice period is 3 months and commences on the first day of the month following the month in which the notice was delivered. Orders already placed by the buyer will be processed and fulfilled from both parties.

13.3. The buyer may withdraw from the contract especially in the event that:

- there is an insolvency proceeding against the seller, in which the decision on bankruptcy was issued, if legally permissible,
- bankruptcy petition on the seller was dismissed because the seller's property is insufficient to cover the costs of insolvency proceedings,
- the seller enters into liquidation.

- 13.4. The buyer is entitled to withdraw from the contract in case of material breach of the contract by the seller under the following condition:

The seller has persistently failed to perform his obligations and despite the buyer having notified by acknowledgment of receipt the seller to take adequate corrective measures and provided no such measures have been proven to have been taken within a two (2) months period, following the above notice.

- 13.5. The contractual parties consider as a material breach of contract the non-delivery of goods and/or services by the seller within the date specified in the contract or the date agreed with the buyer in the individual order and further failure to deliver supplies by the seller in the required quantity and agreed quality.

- 13.6. In the event that the buyer breaches a contractual obligation, including, inter alia, to pay on time any amounts due under the contract, the seller may deliver to the buyer a written notice of such breach by registered letter (a "Notice").

Within one (1) month from the date of such Notice, the buyer shall remedy such breach or non-compliance or offer a remedy plan which is subject to an acceptance by the seller.

If the buyer does not remedy said breach within this month, the seller shall be entitled, without incurring any liability, to immediately terminate the contract and retain as liquidated damages any down payment made by the buyer, as far as such failure to comply with its duty was due to the buyer's fault (i.e. negligence or wilful misconduct). The retention of any such payment shall not preclude the seller from seeking compensation from and against the buyer for further damages and/or costs.

The buyer shall be entitled to show and prove that the actual damage caused by such default to the seller is considerably less than the amount retained as liquidated damages.

- 13.7. The contracting parties agree that all disputes arising in connection with this contract shall be settled by agreement. If no agreement is reached within 2 months after the occurrence of such dispute, then the dispute shall be settled before common courts of the Federal Republic of Germany.

Art. XIV CONFIDENTIALITY

- 14.1. The buyer recognizes the confidential and proprietary nature of the documentation and information provided to it relating to goods and/or services. Unless otherwise previously agreed in writing, the buyer shall not copy or divulge any information directly or indirectly provided during or after the performance of the contract.
- 14.2. In case of breach of confidentiality, the seller shall be entitled to claim compensation from and against the buyer.

Art. XV TAXES & DUTIES, EXPORT AND IMPORT LICENCES

- 15.1. All goods, including but not limited to item(s)/commodity(ies) (goods/hardware, software and technology(ies)) and/or services may be subject to export laws and regulations as well as national, foreign and international regulations, and the parties acknowledge that violations to such laws and regulations are prohibited.
- 15.2. The seller will perform all necessary and appropriate procedures for requesting any official authorizations (such as export licenses) needed for the performance of the seller's obligations under the contract. The buyer agrees to provide reasonable assistance or documentation or

- certificate(s) requested by the seller to obtain the necessary authorizations and/or to ensure compliance with the applicable laws and regulations.
- 15.3. The seller shall not be liable towards the buyer in case such authorizations are not granted or are granted with delay or if an authorization that has been granted is revoked or not renewed. Such event shall be considered as a force majeure case as per paragraph XI. here above.
- 15.4. The buyer shall obtain in due time any import license/authorization demanded in its country for the goods and/or services covered in the contract. The seller agrees to provide, upon buyer's request, reasonable assistance and any documentation for obtaining the import licenses and/or to ensure compliance with the applicable laws and regulations.
- 15.5. Export licences/authorizations are provided for a specific end-use/end-user and/or with specific provisions and/or conditions. The buyer undertakes to abide by the content of governmental licences/authorizations and to warrant and represent certificates signed in the context of application procedures. Any change in the end-use/end-user of the corresponding items/commodities and/or services requires the prior authorization of the government that has issued the said export licences/authorizations. The buyer shall therefore notify the seller prior to any transfer of control, possession, registration, title, ownership, etc. of items/commodities and/or services to any third party in order to allow the seller to assess the necessary actions to be taken and procedures to be applied and shall follow the instructions given by the respective authority.
- 15.6. The parties also agree not to re-export any technical information or technology that may be exported under this contract without first obtaining the other parties' approval and, when necessary, governmental approval from the relevant authorities.
- 15.7. Irrespective of the applicable Incoterm, if goods and/or services are exported directly to a country outside the European Union, the seller will take over the responsibility to provide appropriate export customs documentation to the buyer or its designated freight forwarder. The buyer guarantees correct closure of the respective customs procedure in due time on leaving the European Union or the country of dispatch. In case of non-compliance, the buyer shall be liable for any additional costs and charges imposed on the seller by national tax administration.
- 15.8. In case of transportation by the seller of goods by ferry-flight, the buyer will have to provide additional documentation to the seller to prove exportation for value added tax purposes. The seller will inform the buyer about the required documentation in due time before the delivery date.
- 15.9. Prices are exclusive of taxes, duties and/or charges resulting from administrative and legislative regulations in force in any country other than the seller's country and of any customs and duty charges, which shall be borne by the customer.
- 15.10. Prices are exclusive of "Value Added Tax" (VAT) or sale taxes or turnover taxes or similar taxes. If applicable, such taxes will be applied additionally.

Art. XVI INTELLECTUAL PROPERTY

- 16.1. The seller retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the goods and/or services.
- 16.2. Nothing in the contract shall be construed as a legal transfer of or license to (other than indicated herein below), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.
- 16.3. Copying, reproducing, communicating and/or transmitting to a third party seller's goods and/or services, either wholly or partially, without the seller's express approval is strictly forbidden.

16.4. The seller grants the customer a non-exclusive, non-transferable license to use the executable form of the software on the related goods, if any, for the purposes of operating the helicopters of the series EC 135T2+. This license does not entitle the customer to receive updates of such software.

Art. XVII FINAL PROVISIONS

17.1. The buyer shall not be entitled, without the prior written consent of the seller, to assign or transfer to a third party all or part of the rights and obligations under this contract.

17.2. In the event that one (1) or more of the articles provided for in this contract is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.

17.3. The contract takes effect and comes into force on the date of signature by representatives of both contracting parties.

17.4. The contract is concluded for an indefinite period and expires when reaching the agreed financial volume of CZK 50,000,000.00 excl. VAT.

17.5. The contract is executed in four counterparts, of which after signature, the buyer will receive three copies and the seller one copy.

17.6. In case of any contradictions and/or discrepancies between the individual order and this contract, the individual order shall prevail.

17.7. Any changes or additions to the contract can be done solely in written form as numerically labelled amendments to the contract agreed by both parties.

17.8. Both contractual parties declare that they conclude this contract freely and seriously, that they consider the content of this contract clear and understandable and that they are aware of all facts that are decisive for concluding this contract, as a verification of which they affix their signatures below.

On behalf of the buyer

On behalf of the seller

In Prague on: 5.8.2014

In Donauwörth on: 31.7.2014

.....
Ing. Miroslav Hajný, v.r.

.....
Dietmar Strohofer, v.r.