

**Contract No. ... ../ DN / 2022,**

concluded on.... ..... in Warsaw, hereinafter referred to as the "Contract", between:

Lotnicze Pogotowie Ratunkowe, with registered office in Warsaw, ul Księżycowa 5 01-934 Warszawa, entered in the National Court Register for Non-profit Organizations, Other Social and Professional Institutions, Foundations and Public Health Care Institutions under number 0000144355, conducted by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, REGON 016321074, NIP 522-25-48-391, hereinafter referred to as the **Awarding Entity**,

represented by:

**Director Robert Gałazkowski ,**

and

.....

hereinafter referred to as the **Contractor**, represented by:

.....

hereinafter jointly referred to as the **Parties** .

As a result of the public procurement procedure conducted in the form of: the open tender no ..... for " **Maintenance of Piaggio P.180 Avanti II aircraft** ", the parties conclude the Contract as follows:

**§1**

**Abbreviations and definitions used in the Contract**

AD	Airworthiness Directive
AFM	Aircraft Flight Manual
AMM	Aircraft Maintenance Manual
"C"	Technical inspection performed every 1800 flight hours
C of C	Certificate of conformity
CAME	Continuing Airworthiness Management Organization Exposition
CRS	Certificate of Release to Service
CMM	Components Maintenance Manual
"D"	Technical inspection performed every 3600 flight hours
Daily	Calendar inspection – each calendar day
EASA	European Union Aviation Safety Agency
FAA	Federal Aviation Administration
LPR	Polish Medical Air Rescue
MEL	Minimum Equipment List
Minor	Technical inspection of engines performed every 200 flight hours

MOE	Part 145 Maintenance Organization Exposition
P/ N	Part number
PMA	Replacement for the original part produced under FAA Parts Manufacturer Approval (FAA-PMA)
S/ N	Serial number of a part
SB	Service Bulletin
SL	Service Letter
ULC	Polish Civil Aviation Office (authorities)
Weekly	Calendar inspection - every week
WO	Work order
1 YE	Calendar inspection – every year
2 YE	Calendar inspection - every 2 years
6 MO	Calendar inspection - every 6 months

## §2

### Subject of the contract

1. The subject of the Contract is:
  - 1.1. performance of the D, C, 6 MO, 1YE and 2YE inspection along with the left and right Engine Minor Inspection and other maintenance and modification tasks, hereinafter referred to as "works". This work is hereinafter also referred to as the "maintenance package" or "inspection" of the P.180 Avanti II SP-MXI aircraft type. The detailed scope of this inspection together with the list of parts subject to scheduled replacement during the inspection is provided in Appendix 4 to this Contract;
  - 1.2. performance of Daily, Weekly inspection, refueling, defueling, post-landing and pre-take-off inspection as part of the maintenance package, if necessary;
  - 1.3. removal of defects in the P.180 Avanti II SP-MXI aircraft, hereinafter referred to as "defects", carried out on behalf of and with the consent of the Awarding Entity or a representative indicated by him.
2. The execution of the Contract concerns the Awarding Entity's aircraft:

No.	Aircraft type	Aircraft serial number	Aircraft registration marks	Engine type
1	Piaggio P.180 Avanti II	1124	SP-MXI	PT6A-66B

3. All services that are the subject of the Contract, listed in item 1, will be realized in accordance with the current needs of the Awarding Entity, while the Awarding Entity reserves the right to order maintenance or inspection tasks listed in Appendix 4 to the Contract in a smaller quantitative range. The Awarding Entity undertakes to order the Contractor to perform the tasks / inspections specified in Appendix 4 to this Contract with a minimum value of 60% of the total value of the Contract.
4. Implementation of the subject of the Contract in a smaller amount and ordering a smaller inspections specified in Appendix 4 to this Contract does not have any legal effects, and the Contractor undertakes not to pursue any claims for damages against the Awarding Entity in this respect.

## §3

### Contract value and payment terms

1. The Parties agree on the total value of the Contract up to the amount of .....  
( *specify the currency* ).
2. Price of the inspection and the prices of the parts that are or may be replaced due to the need

specified during the inspections performed are specified in the Contractor's Offer, constituting Appendix No. 1 to the Contract.

3. For the removal of defects carried out at the request of the Awarding Entity, the Contractor will receive a remuneration, which will consist of: the product of the rate for 1 man-hour (RBH) and the actual number of man-hours worked to remove the defect along with the added cost of materials and parts used to remove it, valued in accordance with Contractor's offer. The contractor is obliged to provide detailed calculations for each of the removed defects as an attachment to the issued invoice.
4. The price offered for parts with an alternative P/N may not be higher than the price of the parts originally described and priced in Appendix 1 to the Contract. Any change in the price of the part to a lower one and / or change of the P/N of the part to an alternative one does not require an annex to the Contract.
5. Payment for the inspection and / or removal of a defect will be made after the Parties sign the Partial / Final Acceptance Protocol (Appendix 3 to the Contract) of the aircraft, on the basis of an invoice correctly issued by the Contractor, within thirty (30) days from the date of receipt of the invoice by the Awarding Entity. Payments will be made by bank transfer to the Contractor's account No. ...., also indicated on the invoice.
6. Each Party covers the banking costs in its bank.
7. The date of payment of the invoice by the Parties shall be the date on which the Awarding Entity's bank account is debited.
8. Partial invoicing is allowed for the partial scope of service provided by the Contractor, confirmed by the Protocol of Partial / Final Acceptance, after signing it the Contractor is obliged to deliver the last invoice no later than by 20 December 2022.
9. The Contractor shall deliver the invoice within fourteen (14) days from the date of acceptance by the Awarding Entity of the service performed, by signing the Protocol of Partial/ Final acceptance, taking into account the condition of item 8.
10. The Parties do not plan to make an advance payment for the performance of the subject of the Contract.
11. The total value of the Contract during the term of the Contract is not subject to change and indexation, with the exceptions provided for in the Contract.

#### **§4**

##### **Place of realization of the Contract**

1. The Contractor will perform the object of the Contract in the maintenance organization located in: ..... The maintenance organization must have EASA Part-145 maintenance organization certificate for the entire duration of the Contract, marked: xx .xxx.xxxxxx , with the scope of approval necessary to perform the inspection. A copy of the Part-145 organization certificate and the scope of its approval and a copy of the detailed scope of authorization, which is part of the current MOE, constitutes Appendix No. 7 to the Contract.
2. In Appendix 5 to the Contract, the Contractor presents a list of holidays (non-working days) during the term of the Contract, which are valid for the Contractor.

#### **§5**

##### **Contract realization dates**

1. The contract is concluded for a specified period from the date of its conclusion to 20 December 2022 or until the exhaustion of the amount specified in § 3 item 1, whichever comes first.
2. The parties agree on the following service delivery time:
  - 2.1. all tasks specified in Appendix 4 to the Contract will be performed within forty-five (45) working days, counting:

- 2.1.1. from the next working day after the date of delivery of the aircraft for inspection, confirmed by signing the Protocol of Handover for Service (Appendix 2 to the Contract) of the aircraft and the date of signing the Protocol of Partial / Final Acceptance after the inspection of the aircraft;  
or
- 2.1.2. between the date calculated on the basis of § 11 item 1. and the date of signing the Protocol of Partial / Final acceptance after the inspection of the aircraft, if the aircraft is handed over to the Contractor before the date resulting from § 11 item 1.
3. In the event of defects, the removal time of which may exceed the deadline for completing the maintenance package, the Contractor will notify the Awarding Entity of this fact by e-mail. The Contractor will agree with the Awarding Entity a new date for the completion of the maintenance package and determine the costs related to the removal of defects. The new deadline may not be longer than fifteen (15) working days from the end date of the terms indicated or established pursuant to item 2.
4. In particularly justified cases, e.g. by force majeure referred to in § 25 or the occurrence of other reasons beyond the Contractor's control, about which the Awarding Entity will be informed by the Contractor in writing, the Parties will agree in the form of a written agreement, an individual date for the performance of the inspection, removal of the defect or execution of the warranty claim.
5. The Awarding Entity undertakes that the decision regarding the acceptance of the costs of removing the defects referred to in item 2, will be taken immediately, but on time not longer than five (5) working days. This time will not be included in the deadline for completing the maintenance task or removing the defect.

## **§6**

### **Withdrawal from the Contract and termination of the Contract**

1. Each of the Parties has the right to withdraw from the Contract (in whole or in part) in the event of failure by the other Party to meet the deadlines for the performance of contractual obligations or arising under the Contract. The right to withdraw from the Contract is due after the expiry of fourteen (14) days from the date of delivery of the written notification of failure to meet the contractual deadline, unless the obligation not performed within the deadline specified in the Contract will be performed within fourteen (14) days from the date of delivery of the written notification of its non-performance or at another date agreed by the Parties in writing.
2. In the event of a gross breach by the Party of its contractual obligations, the other Party has the right to terminate the Contract without notice, in particular:
  - 2.1. opening liquidation and/ or securing proceedings for the Contractor or its subcontractor;
  - 2.2. deletion of the Contractor and / or its subcontractors from the relevant records / register, including in the event of expiry of the certificates;
  - 2.3. seizure of the property of the Contractor or its subcontractors to a degree that makes it impossible to realize the Contract;
3. By gross violation of the obligations referred to in item 2, it is understood:
  - 3.1. three times non-performance of orders and warranty claims in accordance with the provisions of the Contract, received from the Awarding Entity under the Contract;
  - 3.2. three consecutive non-compliance with the deadlines for the execution of orders and warranty claims, agreed between the Parties.
4. The Awarding Entity may withdraw from the Contract, at its own discretion, in whole or in part, up to fourteen (14) days from the date of learning about the circumstances justifying the withdrawal, in the event of non-performance or improper performance of the Contract

by the Contractor in the case other than specified in item. 1, and also in the case of:

- 4.1. in the event of a delay of at least thirty (30) days by the Contractor in relation to any of the periods specified in this Contract or arising from this Contract;
  - 4.2. failure to realize orders received from the Awarding Entity under the Contract;
  - 4.3. not execution of warranty claims received from the Awarding Entity under the Contract.
5. At the same time, the Contractor undertakes to notify the Awarding Entity about the occurrence of the events described in item 1 or 2, not later than twenty-four (24) hours from their occurrence.

## **§7**

### **Compensation and contractual penalties**

1. If the Contractor exceeds the deadlines specified in the Contract or on its basis, except in the event of force majeure referred to in § 25, the Contractor shall pay the Awarding Entity contractual penalties in the amount of 0.2% of the order value for each day of delay, but not more than 5% of the total gross value of a given order or warranty claim that the completion date of which has not been met. The value of the warranty claim will be the price of the part given in the price list, Appendix 1 to the Contract, valid at the time of submitting the warranty claim.
2. In the event of exceeding the deadline for delivery of the invoice by the Contractor, referred to in § 3 item 9, the Contractor shall pay the Awarding Entity a contractual penalty of 0.05% of the invoice value for each day of delay, but not more than 5% of the total gross value of the invoice.
3. In the case of an invoice issued by the Contractor without the appropriate attachments with detailed calculations regarding the defects referred to in § 3 item 3, the Awarding Entity shall pay only the undisputed amount from such an invoice, which can be confirmed on the basis of the provided data and will call the Contractor to supplement the missing data.
4. The Contractor is obliged to pay the Awarding Entity an amount of 10% of the unrealized gross value of the Contract, in the event of the Contractor's withdrawal from the Contract for reasons for which the Awarding Entity is not responsible.
5. In the event of withdrawal from the Contract in the situation referred to in item 1, the Party Withdrawing will receive from the other party an amount of 5% of the unrealized gross value of the Contract, provided that the other Party is responsible for the situation.
6. In the event of the Contractor's withdrawal from the Contract, the Contractor shall draw up, with the participation of the Awarding Entity, an inventory report as of the date of withdrawal from the Contract. The Contractor is obliged, upon signing the Inventory Protocol, to hand over the completed part of the object of the Contract. The remuneration for the works performed will be calculated on the basis of the degree of progress in the performance of the object of the Contract, specified in the inventory report in relation to the value of the contract, taking into account the actual value of the work, in particular in the context of the purpose for which the subject of the Contract is to be performed.
7. The Parties have the right to claim supplementary compensation up to the amount of the damage suffered on general rules.
8. The Awarding Entity is obliged to pay the Contractor the amount of 10% of the unrealized gross value of the Contract in the event of the Awarding Entity's withdrawal from the Contract for reasons for which the Contractor is not responsible and which are not described in the Contract.
9. The Awarding Entity is entitled to deduct the charged contractual penalties, indicated in the Contract, from the remuneration due to the Contractor.
10. The maximum amount of the contractual penalties charged may not exceed 20% of the Contract value.

## **§8**

### **Participation of the competent aviation authorities**

1. The competent aviation authority for the Awarding Entity is the President of Polish Civil Aviation Office (CAO).
2. The competent aviation authority under which the Contractor is subject to is....
3. At the activities related to the realization of the Contract, the Parties will be guided by European Union law and the regulations established by EASA (in particular Part-145, Part-M, Part-CAMO and AMC / GM to these regulations) and the relevant procedures issued by CAO.
4. The contractor will provide free access to his Part-145 organization and its subcontractors to representatives of the Polish Civil Aviation Office.

## **§9**

### **Safety and quality**

1. Organizational units of the Contractor and the Employer responsible for safety and quality will monitor the use and adherence to appropriate procedures to ensure them.
2. Quality assurance procedures are described as appropriate:
  - 2.1. in terms of meeting the requirements of PART-145 in MOE of the Contractor;
  - 2.2. in terms of meeting Part-M and Part-CAMO requirements in CAME of the Awarding Entity.
3. In terms of the realization of the Contract, the Contractor is responsible for ensuring the quality of the services of its suppliers and subcontractors as for your own actions.

## **§10**

### **Subcontracting**

1. The PART-145 Maintenance Organization of the Contractor or acting on behalf of the Contractor may commission subcontractors to perform maintenance tasks, if:
  - 1.1. the scope of approval of the PART-145 Maintenance Organization of the Contractor or acting on behalf of the Contractor does not entitle it to perform the maintenance tasks, and the Subcontractor is entitled to perform them,
  - 1.2. The PART-145 Maintenance Organization of the Contractor or acting for the Contractor does not currently have the required specialist equipment or a sufficient number of qualified and / or licensed personnel,
  - 1.3. The PART-145 Maintenance Organization of the Contractor or acting for the Contractor has the required approval, but the performance of maintenance tasks is commissioned by a subcontractor with the fulfillment of the requirements contained in Part-145.A.75.
2. The Awarding Entity and the Civil Aviation Office have the right to receive from the Contractor full information on subcontracting (especially information from the monitoring of the quality of subcontractors) for the Maintenance Organization Part-145 of the Contractor or acting for the Contractor, related to the Contract.

## **§11**

### **Handing over and receipt of the Contractor's aircraft**

1. The Awarding Entity shall deliver the aircraft to the Part-145 Maintenance Organization, acting for the Contractor, within ..... days (in accordance with the Contractor's Offer) from the date of informing the Contractor about the readiness to hand over the aircraft for service, sent by the Awarding Entity to the e-mail address provided in § 22 item 2. The handover of the aircraft will take place no later than on 4 July 2022. The authorized representative of the Awarding Entity shall collect the completed and signed a Handover

Protocol from the Contractor, containing a description of the completion of the aircraft, its general condition and any shortages or damage as well as loose equipment and documentation of the aircraft handed over with the aircraft.

2. The Handover Protocol will be supplemented by the representatives of the Parties with a list of the aircraft documentation on board and the Awarding Entity's own documentation, delivered after the aircraft was handed over for service, each time after supplementations. The representatives of the Parties each time initial the supplements to the list.
3. The Contractor will notify the Awarding Entity by e-mail of at least three (3) working days' anticipated readiness for aircraft acceptance in advance.
4. The Awarding Entity will accept the aircraft at the maintenance site and check the completeness of the commissioned maintenance works.
5. The Parties accept partial acceptance after the completion of a part of the aircraft maintenance package, after agreeing on the scope of the partial acceptance and the date of partial acceptance.
6. The Awarding Entity reserves the right to partially accept the aircraft, especially when the works are performed at the turn of the year.
7. The acceptance of the aircraft will be confirmed by the relevant Protocol of Partial / Final Acceptance of the aircraft signed by the Parties, in accordance with Appendix 3 to the Contract.

## **§12**

### **Compliance monitoring.**

1. The Awarding Entity reserves the right to perform audits at the PART-145 Maintenance Organization of the Contractor or acting for the Contractor and its subcontractors (bound by the contract), by the Awarding Entity's designated auditors.
2. The Awarding Entity shall inform the Contractor's PART-145 Maintenance Organization or acting for the Contractor, at least one week in advance, about the planned date of the audit and audit topics.
3. The PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor will receive from the Awarding Entity a copy of the audit report that took place at its company or its subcontractor.
4. The PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor shall take corrective actions regarding the identified non-conformities. The person responsible for this will be the person nominated by the competent Aviation Authority for the position of Manager of Quality/ Compliance Monitoring Department of the Contractor's PART-145 Maintenance Organization or one acting for the Contractor .

## **§13**

### **Airworthiness data**

1. The PART-145 Maintenance Organization of the Contractor or acting for the Contractor must perform the maintenance of the aircraft in accordance with PROBT-P.180 Aircraft Maintenance Program, developed by the Awarding Entity and approved by Polish Civil Aviation Office.
2. The Awarding Entity is responsible for each time providing the Contractor's PART-145 Service Organization with the latest amendment to the PROBT-P.180 program.
3. For the purposes of this Contract, the following airworthiness data will be used, accepted and / or approved by Polish Civil Aviation Office:
  - 3.1. Technical Maintenance Program PROBT-P.180;
  - 3.2. Airworthiness Directives - provided to the Contractor as needed;
  - 3.3. data of major repairs / modifications - provided to the Contractor as needed;
  - 3.4. technical manuals, in accordance with the list of documentation in the PROBT-P.180

- Maintenance Program, the edition provided by the Awarding Entity, including:
- 3.4.1. AMM;
  - 3.4.2. EMM ;
  - 3.4.3. of propellers;
  - 3.4.4. IPC: of aircraft and engines;
  - 3.4.5. WDM;
  - 3.4.6. AFM;
  - 3.5. CMM;
  - 3.6. MEL;
  - 3.7. the Awarding Entity's Operations Manual.

## **§14**

### **Supervising the number of hours and cycles**

1. The Awarding Entity is responsible for supervising over the number of flight hours and cycles of a given aircraft.
2. The Awarding Entity shall provide the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor with data on the number of hours and cycles of the aircraft and the components that are installed on aircraft.

## **§15**

### **Life limited parts monitoring**

1. The Awarding Entity is responsible for monitoring the life-limited parts.
2. The PART-145 Maintenance Organization of the Contractor or one acting for the Contractor must inform the Awarding Entity about:
  - 2.1. disassembly of any part with limited service life, giving all technical data of the part such as P/N, S/N, position on the aircraft, reason for disassembly.
  - 2.2. installation of each part with a limited life, giving all technical data of the part such as P/N, S/N, modifications made (AD, SB, SL, etc.), information on hours and cycles exhausted and remaining until the end of the life limitation;
  - 2.3. disassembly of each part, giving all the technical data of the part such as P/N, S/N, position on the aircraft, reason for building out;
  - 2.4. installation of each part giving all the technical data of the part such as P/N, S/N, modifications made (AD, SB, SL, etc.).
3. The Awarding Entity must provide the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor with data on the service life of the parts, based on the data of disassembly /installation, if necessary.

## **§14**

### **Delivery of parts and their airworthiness records**

1. The PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor is responsible for providing the parts required for the service. The Awarding Entity reserves the right to deliver its own parts in its possession. The Contractor will ask the Awarding Entity to deliver the parts each time, and the Awarding Entity will decide without undue delay whether it will use its own parts or of the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor.
2. All parts and materials used during maintenance must meet the requirements of EASA PART-145.A.42.
3. The Awarding Entity allows the Contractor to provide parts with alternative P/N parts, not specified in the Contractor's Offer to the Contract, provided that this fact has been previously agreed with the Awarding Entity and received a written confirmation of consent to e-mail [P180XternCheck@lpr.com.pl](mailto:P180XternCheck@lpr.com.pl).



4. Parts replaced during the performance of maintenance and/ or defects removal must be equipped with current documentation:
  - 4.1. for parts, components and assemblies, document EASA Form 1 or FAA Form 8130 -3 or Transport Canada Form 1 or Transport Canada Form 24-0078;
  - 4.2. for standard spare parts - C of C issued by the part manufacturer, taking into account:
    - 4.2.1. Commission Regulations (EC) No 1321/2014 of 26 November 2014 on the continuous airworthiness of aircraft and aviation products, parts and equipment, as well as on approvals to be granted to organizations and personnel involved in such tasks , as amended;
    - 4.2.2. contract between the United States of America and the European Community on cooperation in the scope of the regulations of civil aviation safety, 8312/09, Brussels, 1 March 2011, as amended;
    - 4.2.3. Technical Implementation Procedures for Airworthiness and Environmental Certification between Federal Aviation Administration of the United States of America and the European Aviation Safety Agency of the European Union, revision 2, October 22, 2012, as amended;
    - 4.2.4. contract on Civil Aviation Safety between the European Union and Canada of 6 May 2009, Official Journal of the European Union, 17.6.2009, L 153/11, as amended;
    - 4.2.5. Technical Implementation Procedures for Airworthiness and Environmental Certification under the Contract on Civil Aviation Safety between the Government of Canada and the European Union, 20 September, 2011, as amended.
5. The Awarding Entity does not accept the use of PMA parts, but only those listed in IPC, which are part of the Piaggio P.180 Avanti II type design.
6. If the Contractor is unable to secure the original parts (e.g. as a result of force majeure, referred to in § 25), the Awarding Entity may allow the Contractor to use PMA parts, after prior written consent of the Awarding Entity. The consent to use PMA part will not require the signing of an annex to the Contract.
7. The purchase prices of PMA parts cannot be higher than the prices of the original parts.
8. If the Contractor uses the parts listed in the Contractor's Offer with the status of " delivery for replacement ", the Awarding Entity will provide the Contractor with the worn part, disassembled from the aircraft, for the settlement.
9. In the case of replacement of used and / or repaired parts during the performed inspection or defect removal, the Contractor is obliged to attach to each delivered part or its batch, documents certifying the airworthiness, i.e. EASA Form 1 or an equivalent document and such documents which certify that parts have been overhauled or repaired:
  - 9.1. at a maintenance organization holding EASA Part 145 approval with the scope of approval applicable to the maintenance performed;

or

  - 9.2. by a maintenance organization which certificate is recognized by EASA and which has the scope of approval appropriate to the maintenance performed.
10. In the case of the use of parts repaired by the Maintenance Organization indicated by the Contractor during the maintenance of the aircraft, the Contractor will attach a statement that the Maintenance Organization is under supervision in accordance with the requirements resulting from PART-145.A.75.
11. In the event of the Contractor's failure to fulfill the obligations referred to in item 4, 5, 6, 9, 10, the Awarding Entity shall agree with the Contractor the terms for the acceptance of the aircraft after inspection and/ or removal of defects, with the provision that the deadline for removal of defects may not exceed five (5) working days.

12. In the event of the necessity to decommission a part due to the impossibility of repair, overhaul or exhaustion of the service life, the Contractor is obliged to scrap it in a way that prevents its re-use.

12.1. If the Contractor decides to scrap parts of the Awarding Entity, the representative of the Awarding Entity has the right to request in writing to hand over the defective part to the Awarding Entity free of charge in order to use the parts for training purposes. In such cases, the Awarding Entity will submit a written statement, in accordance with EASA requirements, that it will not put such parts back into service, label them appropriately and secure them. The Awarding Entity will bear all further costs related, in particular, to the collection and transport of such parts. The Awarding Entity's right to apply for parts to be scrapped shall not apply to parts that are subject to further financial settlements in the repair process.

## **§15**

### **Scheduled maintenance**

1. The Awarding Entity is responsible for planning the scheduled maintenance.
2. In order to perform the scheduled maintenance, the planning will be coordinated with the Contractor's PART-145 Maintenance Organization or one acting for the Contractor.
3. The Awarding Entity will provide the appropriate service order for the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor.

## **§16**

### **Unscheduled maintenance / defects removal**

1. Unplanned maintenance means the removal of any defects found during the operation of the aircraft or its maintenance that may be ordered to the Contractor or one acting for the Contractor for repair and is in accordance with § 2 item 1 point 1.3 describing part of the object of the Contract.
2. The basis for the Contractor to start removing defects will be a written confirmation of the acceptance of costs, sent by the Awarding Entity to the e-mail address ..... @ .....
3. The Awarding Entity must each time specify in writing whether it agrees to the removal of defects found by the Contractor's PART-145 Maintenance Organization or one acting for the Contractor during scheduled maintenance or during the execution of an unplanned maintenance order. This means that the PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor will each time ask the Awarding Entity for consent to remove the defect. The inquiry will be sent without undue delay, in writing or electronically, to the contact address provided in the Contract.
4. Removal of the defects referred to in § 2 item. 1 point 1.3 will be realized on the dates agreed between the Parties.

## **§17**

### **Deviations from the maintenance schedule/ Postponed activities**

1. If, for technical reasons, the Contractor's PART-145 Maintenance Organization or one acting on behalf of the Contractor requests a deviation from the Maintenance Program, the Awarding Entity must submit an application to the competent authorities and/ or the manufacturer.
2. The PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor shall provide all possible assistance, by providing information to justify the request for a deviation.
3. In the event that the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor for any reason deems it necessary to postpone the ordered activity, it must

be agreed with the Awarding Entity in writing.

4. The PART-145 Maintenance Organization shall record the activities set aside in the Certificate of Release to Service (CRS), and in the case of line maintenance, it will appeal to MEL.

## **§18**

### **AD, SB / Modifications**

1. AD - the Awarding Entity is responsible for:
  - 1.1. obtaining Airworthiness Directives (AD);
  - 1.2. determination whether the AD is applicable to the specific aircraft and/ or any components installed thereon;
  - 1.3. defining of the manner and method of implementation of a given AD;
  - 1.4. planning the implementation of a given AD;
  - 1.5. an order in the form of a service order to the PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor, concerning AD which has been planned for implementation.
2. The Contractor is responsible for the implementation of the given AD.
3. SB - the Awarding Entity is responsible for:
  - 3.1. obtaining SB / Modifications;
  - 3.2. defining the manner and method of implementation of a given SB / Modification;
  - 3.3. planning the implementation of a given SB / Modification;
  - 3.4. an order in the form of a service order to the PART-145 Maintenance Organization of the Contractor or one acting for the Contractor, concerning SB which has been planned for implementation.
4. The contractor is responsible for the implementation of a given SB / Modification.
5. The Awarding Entity is responsible for the proper updating of the continuous airworthiness records of the aircraft and/ or component.
6. The Awarding Entity shall inform the PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor through service orders which AD is to be implemented.
7. The PART-145 Maintenance Organization of the Contractor or one acting for the Contractor may at any time propose the implementation of the Service / Modification Bulletin, based on its own experience. For their further implementation, the Awarding Entity must give a written consent and complete the service order.

## **§19**

### **Repairs**

1. the Awarding Entity:
  - 1.1. defines the manner and method of implementation of a given repair;
  - 1.2. is responsible for planning the implementation of a given repair;
  - 1.3. will order in the form of a service order to the Contractor's PART-145 Maintenance Organization or one acting for the Contractor, a repair which is planned for implementation,
2. The Contractor is responsible for the implementation of the repair,
3. The Awarding Entity is responsible for the proper updating of the continuous airworthiness records of the aircraft and/ or subassembly.

## **§20**

### **Service records**

1. The Awarding Entity will provide an order for the performance of the maintenance, detailing the tasks to be performed, resulting from arrangements with the representative of

- the Contractor's PART-145 Maintenance Organization or one acting for the Contractor.
2. The PART-145 Maintenance Organization of the Contractor or one acting for the Contractor shall develop service cards based on the templates approved in the MOE of Maintenance Organization PART-145 of the Contractor or one acting for the Contractor, taking into account the entire package of maintenance tasks.
  3. The PART-145 Maintenance Organization of the Contractor or one acting for the Contractor shall make the required entries in the documentation of the aircraft and installed units regarding the service performed.
  4. The Contractor will keep all documentation in English.

## **§21**

### **Documents related to the certification of service**

1. The Part-145 Maintenance Organization of the Contractor or one acting for the Contractor, when the aircraft is handed over to the Awarding Entity, shall issue a CRS document confirming the completion of the ordered maintenance package and the removal of defects in accordance with the Contract and deliver the original to the Awarding Entity.
2. The aircraft maintenance package created by the Contractor during the realization of this Contract must be ready on the date of issue of the relevant CRS document and should contain the following documents and information:
  - 2.1. originals or certified copies of service cards, containing confirmation of all performed activities;
  - 2.2. all relevant reports (such as the results of workshop tests performed);
  - 2.3. list of introduced modifications with credentials;
  - 2.4. list of repairs performed with certificates;
  - 2.5. list of airworthiness directives applied with credentials;
  - 2.6. list of the specified components, including parts with a limited service life, with details of working time (logbooks if required), along with documentation and Service Certificates originals or copies, certified to be true to the original,
  - 2.7. C of C copies for consumables used in the service process.
3. The original of the aircraft maintenance package created by the Contractor during the realization of this Contract will be delivered to the Awarding Entity within fourteen (14) days from the date of issue of the relevant CRS document, to the address given in § 22 item 5.

## **§22**

### **Communication and information exchange**

1. The Awarding Entity shall each time submit an order to the Contractor, specifying the type of inspection/ maintenance task or the type of defect.
2. The Contractor, each time after receiving the order, will immediately confirm its receipt in writing by e-mail to the e-mail address P180XternCheck@lpr.com.pl.
3. In particularly justified cases, e.g. by force majeure, referred to in §25 or if there are other reasons beyond the Contractor's control, about which the Awarding Entity will be informed by the Contractor in writing, the Parties will agree, in the form of a written agreement, an individual order completion date, and will make efforts in order to accelerate the time of performing the inspection or removing the defect as much as possible.
4. The parties will immediately inform each other about occurrences (as defined in Regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014 on the reporting, analysis and follow-up of occurrences in civil aviation, amending Regulation (EU) No 996/2010 of the European Parliament and of the Council and repealing Directive 2003/42 / EC of the European Parliament and of the Council and Commission Regulations (EC) No 1321/2007 and (EC) No 1330/2007, Commission Regulation (EU)

2015 / 1018 of 29 June 2015. Classification technique in civil aviation, which may be specifically designed to allow for steering of order and specifically for EOG) and Commission Regulation (EU) No 1321/2014 of 26 November 2014 on the continuous airworthiness of aircraft and aviation products, parts and equipment as well as the approvals granted to organizations and personnel involved in such tasks) that were related with the realization of the Contract and were reported via the events mandatory reporting systems.

4.1. The Contractor is obliged to send the Awarding Entity information about events using the contact details of the Safety Management Department, tel. : ....., e-mail address: ..... @ lpr.com.pl.

5. All notices and other correspondence regarding the Contract will be sent by post, e-mail or fax to the address given below:  
the Awarding Entity:  
Lotnicze Pogotowie Ratunkowe  
01-934 Warszawa, Polska / Poland  
ul. Księżycowa 5  
Tel: .....;  
P180XternCheck@lpr.com.pl.
6. The Contractor will inform the Awarding Entity at daily scheduled meetings about the progress of service works on the aircraft or about problems arising during its operation. Additionally, this information will be sent by e-mail to the Awarding Entity's Continuing Airworthiness Management Department to the following address: P180XternCheck@lpr.com.pl.
7. The person authorized on the side of the Awarding Entity to make decisions in the scope of the Contract is ....., telephone number: ....., e-mail: ..... @ lpr.com.pl.
8. The person authorized on the side of the Contractor to realize the Contract is: xxxxxxxxxxxxxxxx, telephone number: xxxxxxxxxxxxxxxx, fax number: xxxxxxxxxxxxxxxx, e-mail: xxxxxxxxxxxxx @ xxxxxxxxxxxxxxxx

## **§23**

### **Meetings**

1. In order to ensure an appropriate communication system between the Awarding Entity and the PART-145 Maintenance Organization of the Contractor or one acting on behalf of the Contractor, the following meetings will be organized:
  - 1.1. meetings to discuss the scope of the ordered tasks in detail. These meetings will take place prior to the performance of the requested service or if one of the Parties has doubts about certain tasks;
  - 1.2. technical meetings: after the aircraft is delivered to the seat of the Contractor's PART-145 Maintenance Organization or to one acting for the Contractor, it will be handed over for service with Handover Protocol. If it is necessary to introduce changes to the final scope of works to be performed, in the event of defects being detected during maintenance works or when the Airworthiness Directive or Service Bulletins enter into force, the need to organize an additional meeting will be analyzed in order to determine the manner of carrying out the works necessary to be performed;
  - 1.3. quality meetings: during these meetings, issues raised by the Awarding Entity's auditors will be discussed. The number of meetings depends on the results of the quality audit.
2. The meeting place will be agreed each time between the Awarding Entity and the Contractor. The parties will endeavor to limit the number of meetings and to combine the various meetings as far as possible. On-line meetings are allowed.

## **§24**

### **Technical representative of the Awarding Entity**

1. The Contractor, at his own expense, will provide an office room with Internet access and a printer for the representative of the Awarding Entity throughout the entire period of the aircraft maintenance.
2. The Contractor will provide the Awarding Entity's representative with permanent access to the serviced aircraft during the entire period of service in the Contractor's maintenance organization, in order to get acquainted with the details of the work performed, to supervise on behalf of the Awarding Entity and to prepare the acceptance of the subject of the Contract and the aircraft after completion of the works.
3. The Contractor will provide at its own expense accommodation in hotel conditions, daily transport from the place of accommodation to the place of service and back, and catering for the representative of the Awarding Entity, throughout the duration of the service, including days off from work, between the date of handing over the aircraft for service and the date of acceptance of the aircraft after service, inclusive.

## **§25**

### **Force majeure**

1. The Contractor shall not be liable for any delay in the performance of the object of the Contract due to force majeure. By force majeure, the Parties understand the circumstances unforeseeable at the time of concluding the Contract, regardless of the will of the Parties, the occurrence of which was not influenced by either Party and the emergence of which could not be prevented. Force majeure is in particular: natural disasters, catastrophes, military mobilization, embargo, border closure, making the full or partial realization of the Contract impossible.
2. Under the pain of losing the right to invoke the event of force majeure, the affected Party is obliged to immediately notify the other Party of the event and inform about the expected duration of the obstacle in the realization of the Contract and describe in detail the occurrence of force majeure and its impact on the realization of the Contract. The Parties undertake to take immediate action to determine the manner of resolving the situation and to perform the provisions of the Contract.

## **§26**

### **Guarantees**

1. The Contractor provides the Awarding Entity with a guarantee:
  - 1.1. for new parts installed: 500 flight hours or 12 months of operation, whichever comes first; counted from the date of handing over the aircraft by the Contractor to the Awarding Entity, confirmed by the Acceptance Report signed by the Parties, unless the manufacturer's warranty provides otherwise. In this case, the applicable warranty period is specified by the manufacturer of the part, which may not, however, be shorter than the minimum warranty period indicated by the Awarding Entity in this section;
  - 1.2. for repaired parts installed: 500 flight hours or 12 months of operation - whichever comes first, counted from the date the Contractor handed over the aircraft to the Awarding Entity, confirmed by the Acceptance Protocol signed by the Parties, unless the manufacturer's or the repair organization's warranty provides otherwise. In this case, the applicable warranty period is given by the manufacturer or the maintenance organization, which may not, however, be shorter than the minimum warranty period indicated by the Awarding Entity in this section,
  - 1.3. for used and repaired parts installed: 250 flight hours or 6 months of operation - whichever comes first, counted from the date of delivery of the aircraft by the Contractor to the Awarding Entity, confirmed by the Acceptance Protocol signed by

the Parties, unless the guarantee of the organization repairing the part provides otherwise. In this case, the warranty period specified by the organization repairing the part is valid, which may not, however, be shorter than the minimum warranty period indicated by the Awarding Entity in this section.

2. The Contractor provides the Awarding Entity with a warranty for the inspection for a period of 500 flight hours or 12 months of operation - whichever comes first, counted from the date the Contractor handed over the aircraft to the Awarding Entity, confirmed by the Partial / Final Acceptance Protocol signed by the Parties.
3. The Awarding Entity shall notify the Contractor in writing, i.e. by e-mail to the contact addresses indicated in the Contract, about an improperly performed inspection within fifteen (15) working days from the date the defect was discovered.
4. The Contractor within thirty (30) days from the notification referred to in item 3, is obliged to perform remedial actions under the granted warranty, in accordance with the provisions of this section.
5. The Awarding Entity, as part of the guarantee granted by the Contractor has the right to repair or replace the defective part with a defect-free part with technical parameters not worse than the part being the object of the guarantee. The Awarding Entity is responsible for the selection of the method of guarantee execution.
6. The Awarding Entity shall notify the Contractor by e-mail about the malfunction of the part during the warranty period and return the defective part to the Contractor within fifteen (15) days of receipt of the part free from defects.
7. The Contractor is obliged under the warranty to repair or replace parts within thirty (30) days from the receipt of the defective parts.
8. If, under the guarantee, the Contractor has provided the Awarding Entity with a part free from defects or has made significant repairs to the parts, the guarantee period shall run anew from the date of delivery of this part to the Awarding Entity. If the Contractor has repaired the part, the warranty period is extended by the time of repair or replacement of the part by the Contractor.
9. Under the warranty, the Contractor will cover the costs of transporting the aircraft or spare parts to the Awarding Entity and the costs of transporting the defective parts from the Awarding Entity.
10. The warranty does not apply if the parts installed on the aircraft during the realization, after signing the Acceptance Protocol, inspection/ maintenance task or defect removal by the Parties, were then subjected to:
  - 10.1. any repair, installation, transportation, storage, use that is inconsistent with the design of the aircraft or part guidelines as published in the approved maintenance documentation;
  - or
  - 10.2. any alteration, modification or repair by anyone other than: the Contractor or the Part-145 Maintenance Organization of the Awarding Entity, if the modification, repair or modification is within the scope of that organization's authorization and has been made in accordance with the approved documentation or by other maintenance organization authorized by the Contractor;
  - or
  - 10.3. any accident, damage resulting from foreign objects, improper use, after delivery to the Awarding Entity.

## **§27**

### **Contractor's Insurance**

1. The Contractor bears full responsibility behind damages on general rules specified in the Contract, arising in relation to the execution of technical maintenance of the aircraft

being subject to the Contract.

2. The Contractor is obliged to take out, at his own expense, and have civil liability insurance (OC) for aviation activities, at least in the scope of aircraft maintenance, in accordance with the following requirements:
  - 2.1. insurance terms as per ARIEL, chapters 1, 2 and 3 included;
  - 2.2. scope of coverage: the insurer's liability for claims of third parties for body injuries (including fatal injuries) or material damage to property of third parties as a result of an accident occurring during the period of insurance coverage and reported as a third party claim before the expiry of the limitation period;
  - 2.3. the territorial scope of the insurance: Europe, but in relation to Civil Liability Insurance for the product - the whole world;
  - 2.4. guarantee sum: EUR 5,000,000 for one and all events.
3. The Contractor is obliged to submit copies of the concluded insurance policies before concluding the Contract. Copies of the policies will constitute Appendix No. 8 to the Contract. If the insurance policies expire during the term of the Contract, the Contractor is obliged to renew them from the day following their expiry, at least within the same scope of coverage. The Contractor is obliged to submit copies of the renewed insurance policies at the request of the Awarding Entity.
4. Changes to the insurance terms may be made only with the written consent of the Awarding Entity.

## **§28**

### **Test flights after maintenance**

1. The Contractor will determine the scope of the test flight after the service on the basis of the aircraft manufacturer's documentation.
2. The Awarding Entity will carry out test flights after maintenance in accordance with the instructions of the aircraft manufacturer, the procedures set out in CAME LPR and LPR Operations Manual, with the possibility of agreeing the participation of the Contractor's representative in the flights, with the final decision on the composition of the crew will depend on the pilot-in-command.
3. The test flight after the service will be at the cost of the Awarding Entity. If it is necessary to perform further flights, they will be at the Contractor's expense.

## **§29**

### **Amendments to the Contract**

1. The Parties agree that an amendment to the Contract may take place according to the principles and under the conditions set out in item 2.
2. The Awarding Entity provides for the possibility of making changes to the Contract, in writing, under pain of nullity, in the following situations:
  - 2.1. in the event of a change in the applicable legal provisions applicable to the award of public contracts and the realization of this Contract, the content of the Contract will change according to the legal solutions introduced;
  - 2.2. in the event of failure to exhaust the amount specified in §3 item 1, The Contract may be extended for a further six (6) months;
  - 2.3. if the Contractor introduces a new pricelist for parts, these prices may change once during the term of the Contract, according to the market price change and up to a maximum of 10%, but not earlier than at the beginning of the next calendar year of the Contract, subject to the Contractor sending information on the will to increase the price together with evidence that the price change is not due to reasons attributable to him, and indicates which parts in the list are subject to the price increase. The sum of the value of the orders completed by the Contractor shall not exceed the value of the



- Contract specified in §3 item 1;
- 2.4. in the event of a change in VAT rate - the net price will not change, there is only a change in the gross price;
  - 2.5. changes in the amount of the minimum remuneration for works determined on the basis of the Act of 10 October 2002 on the minimum remuneration for work, the amount of remuneration due to the Contractor may change if these changes affect the cost of the order execution by the Contractor;
  - 2.6. changes in the rules of being subject to social insurance or health insurance or the amount of the social or health insurance premium rate, the amount of remuneration due to the Contractor may change if these changes affect the cost of the order execution by the Contractor;
  - 2.7. extension of the period of realization of this Contract, with the mutual consent of the Parties, in the event of unforeseeable circumstances that prevent or significantly impede the realization of the entire Object of the Contract within the period specified in §5 item 1 and in the event of failure to exhaust the amount specified in §3 section 1;
  - 2.8. in the case of changing the trade names of the parts specified in the Price Form, in the case of changing the trade names of these parts on the market;
  - 2.9. in the event of a change in the dates of order fulfillment resulting from the occurrence of circumstances or events making the execution of orders within the prescribed period impossible, over which the Parties had no influence and which must be documented;
  - 2.10. in the event of a change in the way transport is organized;
  - 2.11. in the case of partial payment, the date specified in §3 item 8 for reasons beyond the control of the Contractor or the Awarding Entity, which must be properly documented by each Party;
  - 2.12. in the event of a change in the payment terms for reasons beyond the control of the Contractor or the Awarding Entity, which must be properly documented by each of the Parties;
  - 2.13. in the event of a change in the manner of execution of contractual obligations, provided that such a change is beneficial for the Awarding Entity or necessary for the proper realization of the Contract;
  - 2.14. in the event of a reduction in the prices indicated in the Offer by the Contractor, which may occur at any time;
  - 2.15. in the case of changes in the scope of inspections listed in Appendix 4 to the Contract, resulting from updating changes in the scope of: AD (Airworthiness Directives), SB (Service Bulletins) and SL (Service Letters). In the event of a price change resulting from the above-mentioned changes, a change to a higher price requires the consent of the Parties in writing;
  - 2.16. in the event of the need to award additional orders, the realization of which causes the need to extend the terms provided for the realization of this contract, the Awarding Entity allows the possibility of changing the provisions of the concluded Contract in the scope of extending the terms provided for the realization of the contract, for the period necessary to realize additional orders;
  - 2.17. change in terms of payment, amount of remuneration, deadlines for implementation in the event of unplanned events related to the commissioned works that require, for example, obtaining additional technical documentation, materials, parts and increasing labor intensity.

### **§30**

#### **Governing Law**

1. The contract is fully governed by Polish law and should be understood

and interpreted in accordance with it, and any provisions referring to the application of the law of another jurisdiction are hereby expressly excluded. In all matters not covered by this Contract, the relevant provisions of applicable law shall apply.

2. The contract was drawn up in Polish and English, however, in case of doubt, the Polish version is binding.
3. In matters not covered by the Contract, the provisions of the Polish Civil Code and the Public Procurement Law shall apply.
4. The contract was drawn up in four identical copies, including three for the Awarding Entity.

### **§31**

#### **Dispute resolution**

1. In the event of misconstrual or disputes between the Parties regarding the realization of the Contract, the Parties undertake to show good will and willingness to enter into negotiations in order to reach a mutually acceptable agreement.
2. The court competent for the settlement of disputes arising from the Contract is the court competent for the seat of the Awarding Entity.

### **§32**

#### **Entry into force of the Contract**

The Contract shall enter into force on the date of its signing by the Parties.

### **§33**

#### **Attachments**

Attachments specified in the Contract constitute its integral part:

Appendix No. 1 - Contractor's offer;

Appendix No. 2 - Handover Protocol for service;

Appendix No. 3 - Partial/ Final Acceptance Protocol;

Appendix No. 4 - Scope of inspections and scheduled replacement of parts for the SP-MXI aircraft;

Appendix No. 5 - List of holidays of the Contractor and his subcontractors performing maintenance (if applicable);

Appendix No. 6 –List of subcontractors with the scope of the works assign to them;

Appendix No. 7 - A copy of the Part 145 Maintenance Organization certificate and the detailed scope of its approval;

Appendix No. 8 - A copy of the civil liability insurance policy (OC) in respect of the Contractor's aviation activity.

**Awarding Entity**  
*Awarding Entity*

**Contractor**  
*Contractor*

***Appendix no. 5 to the Contract***

***List of holidays of the Contractor and its subcontractor performing maintenance  
(during the Contract term)***


***Appendix no. 6 to the Contract***

***List of subcontractors together with the scope of works assigned to them***

<i>Part of the contract</i>	<i>Business name of subcontractor</i>