

AERODATA AG
Nr. WV001602/04.03 2026

AUTORITATEA AERONAUTICĂ
CIVILĂ ROMÂNĂ R.A.
Nr. 4107/1.03.03 2026

CONTRACT DE PRESTĂRI SERVICII

Având în vedere prevederile Legii nr. 98/2016 privind achizițiile publice, cu modificările și completările ulterioare,

AUTORITATEA AERONAUTICĂ CIVILĂ ROMÂNĂ R.A., cu sediul în București, șos. București – Ploiești, nr. 38 - 40, sector 1, telefon: _____ email: contact@caa.ro,
Cod de Înregistrare Fiscală nr. RO5205651, înregistrată la Registrul Comerțului J2003009079408,
cod IBAN RO31CECEB00030RON2488063 deschis la CEC BANK, reprezentată legal de
Director General, în calitate de Beneficiar,

și
AERODATA AG cu sediul în Germania, Hermann-Blenk-Strabe nr. 34-36, 38108 Braunschweig,
număr de înmatriculare HRB 5217 cod VAT nr. DE 114884066 cod IBAN DE94 2505 0000 0002
0522 80 deschis la NORD/LB Hannover, reprezentată legal de
Director CC-W , în calitate de Prestator,

convin să încheie prezentul contract cu respectarea următoarelor clauze:

au convenit următoarele:

1. DEFINIȚII

1.1. În prezentul contract următorii termeni vor fi interpretați astfel:

- a) contract - prezentul contract și toate anexele sale;
- b) Beneficiar și Prestator - părțile contractante, așa cum sunt acestea numite în prezentul contract;
- c) prețului contractului - prețul plătit Prestatorului de către Beneficiar, în baza contractului pentru îndeplinirea integrală și corespunzătoare a tuturor obligațiilor asumate prin contract;
- d) servicii - activitățile a căror prestare face obiectul contractului, respectiv servicii de înlocuire kit P/N 101-4077-0031;
- e) materiale – orice bun, piesă de schimb, material consumabil utilizat pe aeronavă;
- f) zi - zi calendaristică; an - 365 de zile.

2. OBIECTUL CONTRACTULUI

2.1. Prestatorul se obligă să efectueze la aeronava Beechcraft Super King Air 300, seria FL-1117, înmatriculată YR-CAA, în termenul convenit și în conformitate cu prevederile din Caietul de sarcini (Anexa nr. 1 la contract) și obligațiile asumate prin prezentul contract, lucrarea "Instalare kit P/N 101-4077-0031 și Inspecție Faza 47 conform Manualului de Întreținere (AMM 434-590169-0009) și SIRM p/n 98-39006"

2.1.1. Lucrarea de întreținere se va efectua cu kit-ul furnizat de AACR, la baza de întreținere a Prestatorului.

2.1.2. În termen de 3 zile de la încheierea contractului, Beneficiarul va transmite Prestatorului comanda pentru prestarea serviciilor.

3. PREȚUL CONTRACTULUI

3.1 Prețul convenit pentru îndeplinirea contractului, plătit Prestatorului de către Beneficiar, este de 54.355 euro ce include manopera și materialele utilizate, fără a include kit-ul P/N 101-4077-0031, chit pus la dispoziție de Beneficiar, conform Propunerii financiare a Prestatorului (Anexa nr. 3 la contract)

4. MODALITĂȚI DE PLATĂ

4.1. Plata serviciilor care fac obiectul contractului se va efectua astfel:

a) După emiterea comenzii se va plăti un avans de 30% din prețul contractului, respectiv 16.306,50 euro în baza unei facturi proforme emise de Prestator, în termen de 3 zile de la data primirii și înregistrării acesteia la registratura Beneficiarului.

b) Diferența de 70% din prețul contractului, respectiv 38.048,50 euro precum și costul legat de rectificarea eventualelor neconformități vor fi plătite în 30 de zile de la data primirii și înregistrării acesteia la registratura Beneficiarului.

4.1.1. La factura se va atașa Procesul verbal de recepție întocmit de Prestator și avizat de Beneficiar.

4.2. Factura va fi emisă și completată în conformitate cu legislația română în vigoare.

4.3. Dacă factura are elemente greșite și/sau greșeli de calcul identificate de Beneficiar și sunt necesare revizuirii, clarificări suplimentare sau alte documente suport din partea Prestatorului, termenul de 30 de zile pentru plata facturii se suspendă începând cu data notificării de către Beneficiar a problemelor identificate. Repunerea în termen se face de la momentul îndeplinirii condițiilor de formă și de fond ale facturii.

5. DURATA CONTRACTULUI

5.1. Presentul contract intră în vigoare la data preluării aeronavei de către prestator în custodie în premisele organizației de mentenanță a Prestatorului, de pe aeroportul Braunschweig – EDVE / BVE, Germania, și este valabil până la data de 30.04.2026.

6. OBLIGAȚIILE PĂRȚILOR

6.1. **PRESTATORUL se obligă:**

- a) să respecte întocmai obligațiile asumate prin prezentul contract și să efectueze lucrarea definită în conformitate cu prevederile de la clauzele 3.6. și 3.7. din caietul de sarcini.
- b) să ofere garanție pentru o perioadă de 1 an pentru serviciile efectuate și materialele utilizate.
- c) să fie autorizat EASA Part 145 ca să execute lucrările descrise la clauza 2.
- d) la finalizarea lucrării, să emită un Certificat de Repunere în Serviciu (CRS) pentru lucrările efectuate.
- e) să furnizeze toate înregistrările lucrărilor efectuate nu mai târziu de 2 luni după finalizarea lucrărilor.

6.2. **BENEFICIARUL se obligă:**

- a) să respecte întocmai obligațiile rezultate din derularea prezentului contract.
- b) să analizeze și, când este de acord, să avizeze prin reprezentantul său devizul aferent lucrării. Lipsa unui refuz explicit a devizului de lucrări este interpretată drept un accept tacit al acestuia.
- c) să achite contravaloarea serviciilor prestate de către Prestator conform clauzei 3.1.
- d) să stabilească și să respecte programul stabilit de comun acord cu Prestatorul, privind efectuarea lucrărilor.

7. DISCREPANTE

7.1. Orice defect sau discrepanțe găsite în timpul efectuării lucrărilor definite la clauza 2.1 vor fi remediate de către Prestator numai după obținerea a unei autorizații scrise din partea AACR.

7.2. În vederea obținerii de la AACR a unei încuviințări scrise, Prestatorul va furniza următoarele informații: costuri manoperă, costuri materiale, perioade adiționale de prelungire a duratei efectuării lucrărilor de întreținere și alte informații relevante

8. CARACTERUL CONFIDENTIAL AL CONTRACTULUI

8.1. O parte contractantă nu are dreptul, fără acordul scris al celeilalte părți:

- a) de a face cunoscut contractul sau orice prevedere a acestuia unei terțe părți, în afara acelor persoane implicate în îndeplinirea contractului;
- b) de a utiliza informațiile și documentele obținute sau la care are acces în perioada de derulare a contractului, în alt scop decât acela de a-și îndeplini obligațiile contractuale.

8.2. O parte contractantă va fi exonerată de răspunderea pentru dezvăluirea de informații referitoare la contract dacă:

- a) informația era cunoscută părții contractante înainte ca ea să fi fost primită de la cealaltă parte contractantă; sau
- b) informația a fost dezvăluită după ce a fost obținut acordul scris al celeilalte părți contractante pentru asemenea dezvăluire; sau
- c) partea contractantă a fost obligată în mod legal să dezvăluie informația.

9. CLAUZA PENALĂ

9.1. În cazul în care, din vina sa exclusivă, Prestatorul nu își execută obligațiile asumate, Beneficiarul are dreptul de a deduce din prețul contractului, penalități în cuantum de 10% pe zi calculate la valoarea totală a obligațiilor.

9.2. Pentru neplata facturilor la termenul scadent Beneficiarul va plăti penalități în cuantum de 10 % pe zi de întârziere calculate la valoarea neachitată.

10. CERTIFICAREA

10.1. Reprezentanții ai AACR R.A. pot asista la desfășurarea lucrărilor, cu misiunea de a constata conformitatea lucrărilor executate cu standardele aplicabile, precum și de a aviza lucrările de remediere a neconformităților.

10.2. După prestarea serviciilor, Prestatorul are obligația de a emite certificatul de conformitate EASA Form 1 corespunzător.

10.3. După finalizarea recepției lucrărilor de către reprezentanții AACR R.A. va efectua un zbor de verificare post mentenanță (MCF), dacă procedurile de mentenanță necesită verificare din zbor de către un echipaj al AACR R.A., în conformitate cu un program aprobat. Costurile aferente zborului de verificare post mentenanță (MCF) vor fi suportate de AACR R.A.

11. PERIOADA DE GARANȚIE ACORDATĂ SERVICIILOR PRESTATE

11.1. Prestatorul va garanta că toate lucrările efectuate, precum și materialele utilizate corespund standardelor de aviație aplicabile.

11.2. Perioada de garanție va începe cu data acceptării aeronavei după zborul tehnic și va fi de 1 (un) an. În cadrul acestui termen, AACR R.A. poate solicita remedierea eventualelor defecțiuni.

11.3 Beneficiarul are dreptul de a notifica imediat Prestatorului, în scris, orice plângere sau reclamație ce apare în conformitate cu această garanție. La primirea unei astfel de notificări Prestatorul are obligația de a remedia defecțiunea sau de a înlocui produsul în termen de 5 zile lucrătoare de la semnalarea ei de către AACR R.A., fără costuri suplimentare pentru AACR R.A.. Produsele care în timpul perioadei de garanție le înlocuiesc pe cele defecte beneficiază de o nouă

perioadă de garanție care curge de la data înlocuirii produsului.

11.4 Dacă Prestatorul, după ce a fost înștiințat, nu reușește să remedieze defectul în perioada convenită, AACR R.A. are dreptul de a lua măsuri de remediere pe riscul și spezele Prestatorului și fără a aduce nici un prejudiciu oricăror alte drepturi pe care Beneficiarul le poate avea față de Prestator prin contract.

12. MODIFICAREA ȘI ÎNCETAREA CONTRACTULUI

12.1. Presentul contract poate fi modificat în condițiile legii, pe durata derulării lui, la solicitarea oricărei părți, prin încheiere de acte adiționale.

12.2. Presentul contract încetează:

- prin atingerea la termen;
- prin acordul părților;
- prin reziliere;
- prin denunțare unilaterală, în condițiile prevăzute de Legea 98/2016.

12.3. Dacă una dintre părți nu a executat oricare dintre obligațiile ce îi revin conform prezentului contract, cealaltă parte, sub rezerva executării propriilor obligații, este îndreptățită la următoarele căi de acțiune:

- să solicite, celeilalte părți, executarea întocmai a obligațiilor contractuale asumate;
- să declare contractul reziliat de plin drept.

12.4. Aplicarea clauzei 12.3 nu exclude aplicarea clauzei 11.

12.5. Cesiunea contractului fără acordul scris al celeilalte părți atrage rezilierea de plin drept a contractului cu dreptul de a pretinde daune interese.

12.6. Încetarea și modificarea contractului nu exonerează niciuna dintre părți de obligațiile și răspunderile rezultate din contract, scadente la data modificării sau încetării.

13. FORȚA MAJORĂ

13.1. Forța majoră este orice eveniment extern, imprevizibil, absolut invincibil și inevitabil și care face imposibilă executarea contractului și care, survenind după încheierea contractului, împiedică sau întârzie total sau în parte îndeplinirea obligațiilor asumate de părți.

13.2. Măsurile, restricțiile determinate de cazurile epidemiologice și/sau pandemiologice stabilite prin acte normative, în cazul în care afectează îndeplinirea obligațiilor contractuale, constituie eveniment de forță majoră.

13.3. Forța majoră exonerează părțile contractante de îndeplinirea obligațiilor asumate prin prezentul Contract pe toată perioada în care acționează.

13.4. Îndeplinirea Contractului va fi suspendată pe toată perioada de acțiune a forței majore dar fără a prejudicia drepturile ce li se cuveneau părților până la apariția acesteia.

13.5. Partea care invocă forța majoră este obligată ca, în termen de 5 zile de la apariția acesteia, să notifice celeilalte părți, producerea evenimentului ce constituie forță majoră și să ia toate măsurile necesare în vederea limitării consecințelor. Existența forței majore va fi dovedită de cel ce o invocă prin acte eliberate de autoritatea competentă.

13.6. După încetarea evenimentului ce reprezintă forța majoră părțile vor hotărî, de comun acord, asupra măsurilor ce urmează a fi luate pentru reluarea derulării Contractului.

13.7. Dacă, în termen de 15 zile lucrătoare de la producere, evenimentul respectiv nu încetează, părțile au dreptul să-și notifice încetarea de plin drept a prezentului contract, fără ca vreuna dintre ele să pretindă daune-interese.

13.8. Prevederile prezentului articol se aplică și cazului fortuit în măsura în care nu sunt incompatibile.

14. CESIUNEA

14.1. Este permisă doar cesiunea creanțelor născute din contract, obligațiile născute rămânând în sarcina părților contractante, astfel cum au fost stipulate și asumate inițial.

15. LITIGII

15.1. Orice litigiu între părțile contractante decurgând din încheierea, executarea și interpretarea prezentului contract sau în legătură cu acesta se soluționează pe cale amiabilă.

15.2. Dacă părțile nu ajung la o înțelegere amiabilă, litigiul se soluționează de către instanțele judecătorești, competente potrivit legii.

16. CLAUZA ANTICORUPTIE

16.1. Părțile nu vor săvârși, autoriza sau permite nici o acțiune care ar determina Părțile și/sau afiliații părților să încalce oricare din legile sau reglementările anticorupție în vigoare. Aceasta obligație se aplica în special plăților ilegale către funcționari de stat, reprezentanți ai autorităților publice sau asociații lor, familii sau prieteni apropiați.

16.2. Fiecare Parte se obligă să nu promită, să nu ofere sau să primească, sau să nu fie de acord să ofere, oricărui angajat, reprezentant sau terță parte care acționează în numele celeilalte părți și nici să accepte sau să fie de acord să accepte de la un salariat, reprezentant sau terță parte care acționează în numele celeilalte părți niciun dar sau beneficiu, fie în numerar sau sub alta formă, care nu se cuvin legal primitivului, în legătura cu negocierea, încheierea și/sau executarea prezentului contract.

16.3. Părțile se vor notifica, reciproc prompt, dacă iau la cunoștință sau au suspiciuni specifice privind orice formă de corupție legată de negocierea, încheierea sau executarea prezentului contract.

16.4. Părțile au posibilitatea de a informa Direcția Națională Anticorupție, cu privire la negocierea, încheierea și/sau executarea prezentului contract, în alte situații decât cele impuse de actele normative în vigoare.

17. CLAUZE PRIVIND SECURITATEA ȘI SĂNĂTATEA ÎN MUNCĂ

17.1. Prestatorul răspunde pentru accidentele de muncă ale angajaților proprii și ai subcontractorilor săi, precum și de accidentele de muncă suferite din culpa sa de personalul Beneficiarului sau terților.

17.2. Instruirea pe linia securității și sănătății în muncă se va efectua de către Prestator, Beneficiarul având obligația să pună la dispoziția reprezentanților acestuia toate materialele specifice necesare pentru luarea măsurilor preventive.

17.3. Instruirea se consemnează în Fișa de instruire colectivă. Fișa de instruire colectivă se întocmește în 2 (două) exemplare, dintre care un exemplar se va păstra de către Prestator și un exemplar se va transmite Beneficiarului.

17.4. Personalul Prestatorului nu va manipula instalațiile terților, din zona de lucru a santierului, în scopul evitării producerii unor accidente.

17.5. Răspunderea pentru calitatea din punct de vedere al securității muncii pentru utilajele sau sculele Prestatorului, revine în totalitate acestuia. Deservirea utilajelor mai complexe, necesare Prestatorului, pentru a carei acționare este necesar personal autorizat, revine de asemenea Prestatorului, cu respectarea normelor de securitatea muncii.

17.6. Prestatorul se obliga să acorde cu mijloace proprii primul ajutor medical și să anunțe despre aceasta autoritățile competente în caz de necesitate, pentru personalul propriu care prestează servicii conform prezentului contract.

17.7. În timpul efectuării lucrărilor, personalul muncitor va fi permanent supravegheat de șeful formației de lucru a Prestatorului sau de către orice persoană autorizată a acestuia

În timpul efectuării lucrărilor, lucrătorii Prestatorului vor purta permanent echipamentul individual de protecție, fiindu-le interzis accesul în alte zone decât cele în care își desfășoară activitatea.

17.8. În situația producerii unui accident de muncă sau a unei îmbolnăviri profesionale, acestea vor fi cercetate în comun de către reprezentanții ambelor părți.

17.9. Pentru evitarea electrocutării prin atingere indirectă, Beneficiarul asigură protecția prin legare la pământ a instalațiilor electrice.

17.10. Beneficiarul poate delega o persoana care sa controleze indeplinirea masurilor de securitate si sanatare in munca si care are dreptul de a opri lucrarile care prezinta pericol iminent de producere a accidentelor.

17.11. Prezentele clauze se completează cu prevederile Legii nr. 319/2006 a securității și sănătății în muncă și ale H.G. 1425/2006 pentru aprobarea Normelor metodologice de aplicare a prevederilor Legii securității și sănătății în muncă, privind comunicarea, cercetarea, înregistrarea, raportarea și evidența accidentelor de muncă, de către Prestator.

18. GARANȚIA DE BUNĂ EXECUȚIE A CONTRACTULUI

18.1. Garanția de bună execuție se constituie în conformitate cu prevederile art. 40 alin. 1¹ din H.G. nr. 395/2016 pentru aprobarea Normelor metodologice de aplicare a prevederilor referitoare la atribuirea contractului de achiziție publică/sectorială/acordului - cadru din Legea nr. 98/2016 privind achizițiile publice, cu modificările și completările ulterioare, prin virament bancar.

18.2. Prestatorul se obligă să constituie și să depună la sediul Beneficiarului, în maxim 5 zile lucrătoare de la semnarea contractului, garanția de bună execuție a contractului, în cuantum de 10% din valoarea maximă a contractului, respectiv 5.435,50 euro. Termenul de 5 zile lucrătoare poate fi prelungit, la solicitarea justificată a Prestatorului fără a depăși 15 zile de la data semnării contractului.

18.3. Beneficiarul se obligă să elibereze garanția pentru participare și să emită ordinul de începere a contractului numai după ce Prestatorul a făcut dovada constituirii garanției de bună execuție.

18.4. Beneficiarul are dreptul de a emite pretenții asupra garanției de bună execuție, în limita prejudiciului creat, dacă Prestatorul nu își îndeplinește, nu își execută, execută cu întârziere sau execută necorespunzător obligațiile asumate prin prezentul contract. Anterior emiterii unei pretenții asupra garanției de bună execuție, Beneficiarul notifică pretenția Prestatorului, precizând totodată obligațiile care nu au fost respectate și modul de calcul al prejudiciului.

18.5. Beneficiarul se obligă să restituie garanția de bună execuție, la solicitarea Prestatorului, în termen de 14 zile de la îndeplinirea obligațiilor asumate prin contract, dacă nu a ridicat până la acea dată pretenții asupra acesteia.

19. COMUNICĂRI ȘI RESPONSABILII DE CONTRACT

19.1. Persoanalul administrativ responsabil cu executarea contractului sunt:

a) pentru Beneficiar:

b) pentru Prestator

19.2. În cazul în care datele de contact mai sus menționate nu mai sunt de actualitate, partea în cauză va notifica cealaltă parte asupra acestui aspect, în termen de 2 zile de la data la care s-a produs modificarea.

19.3. Cu excepția transmiterii facturii prevăzută de clauza 4.1., orice notificare/comunicare între părți va fi considerată valabil îndeplinită dacă va fi transmisă celeilalte părți la adresele contact@caa.ro, respectiv la _____

19.4. În cazul în care comunicarea/notificarea va fi sub formă de email comunicarea se consideră primită de destinatar în prima zi lucrătoare celei în care a fost expediată, cu excepția cazului în care a fost confirmată primirea mai devreme.

19.5. Comunicarea se consideră îndeplinită când ajunge la destinatar, chiar dacă acesta nu a luat cunoștință de aceasta din motive care nu îi sunt imputabile.

20. DOCUMENTE ANEXĂ LA CONTRACT

20.1. Sunt parte integrantă din prezentul contract:

- a) Anexa nr. 1 - Caietul de sarcini;
- b) Anexa nr. 2 - Propunerea tehnică a Prestatorului;
- c) Anexa nr. 3 - Propunerea financiară a Prestatorului;
- d) Anexa nr. 4 – Termeni și condiții ale AERODATA

20.2. În cazul în care există divergențe între clauzele contractuale, propunerea tehnică și prevederile Caietului de sarcini, prevalează cele din urmă.

Prezentul contract se încheie în 2 (două) exemplare, câte unul pentru fiecare parte.

Prestator
AERODATA AG

Beneficiar
**Autoritatea Aeronautică Civilă
Română R.A.,**

2158/ 23.01.2026

(e-signed)

APROB.

CAIET DE SARCINI

Achiziția: Instalare kit P/N 101-4077-0031 pentru aeronava Beechcraft B300 s/n FI-1117 și Inspecție Faza 47 conform Manualului de Întreținere (AMM 434-590169-0009)

1. INFORMAȚII GENERALE

AACR (Beneficiarul) operează și întreține aeronava de verificări din zbor, model Beechcraft B300 s/n FL1117 , înmatricată YR-CAA, în scopul verificării mijloacelor de navigație aeriană din România.

Întreținerea la linie și bază a aeronavei YR-CAA este făcută de organizația de întreținere AACR-SSVZM-CIT sub autorizația RO.145.0006, întreținere de bază fiind efectuată în hangarul Romaero.

2. OBIECTIVUL CONTRACTULUI

Instalare kit P/N 101-4077-0031 și Inspecție Faza 47 conform Manualului de Întreținere (AMM 434-590169-0009) și SIRM p/n 98-39006 pentru aeronava Beechcraft B300 s/n FL-1117, înmatriculată YR-CAA.

3. CERINȚE TEHNICE MINIME

3.1. Lucrarea de întreținere este în conformitate cu cerințele EASA Part 145 (Anexa II la Regulamentul EU nr. 1321/2014), de categoria lucrare de întreținere contractată la o organizație autorizată Part 145 care să aibă în domeniul de autorizare lucrări de întreținere pentru tipul de aeronavă Beechcraft B300.

3.2. Lucrarea de întreținere se va efectua cu kit-ul furnizat de AACR.

3.3. Ofertantul trebuie să fie autorizat EASA Part 145 să execute lucrările descrise la punctul 2.

3.4. La finalizarea lucrării, Prestatorul (organizația de întreținere contractată) va emite un Certificat de Repunere în Serviciu (CRS) pentru lucrarea efectuată.

3.5. Contractorul va furniza toate înregistrările lucrărilor efectuate nu mai târziu de 2 luni după finalizarea lucrărilor.

3.6. Timpul estimat de execuție al lucrării să nu depășească 4 săptămâni.

3.7. Începerea execuției lucrărilor descrise la punctul 2 să nu depășească data de 15.03.2026.

4. DISCREPANȚE

4.1. Orice defect sau discrepanțe găsite în timpul efectuării lucrărilor de întreținere definite la punctul 2 vor fi rectificate de către organizația contractată numai după obținerea a unei autorizații scrise din partea AACR.

4.2. În vederea obținerii de la AACR a unei autorizații scrise, organizația contractată va furniza următoarele informații: costuri manoperă, costuri materiale, perioade adiționale de prelungire a duratei efectuării lucrărilor de întreținere și alte informații relevante.

5. CERINȚE GENERALE

5.1. Lucrarea se efectuează în urma emiterii de către Beneficiar a unei comenzi de lucru în conformitate cu cerințele reglementării EASA Part 145 (care să includă și cerințele de siguranță impuse).

5.2. Oferta va include manopera și toate cheltuielile directe și indirecte necesare efectuării lucrărilor de întreținere.

(e-signed)

Sef SSVZ

(e-signed)

Compartimentul Întreținere Tehnică

Quotation CCW24974R2
Technical Proposal



Aerodata AG | Hermann-Blenk-Straße 34 - 36 | 38108 Braunschweig | Germany

Romanian Civil Aeronautic Authority
Sos. Bucuresti-Ploiesti nr. 38-40
013695 Sector 1, Bucharest

Romania

Department

Contact

Our reference

Phone

E-Mail

YOUR REFERENCE

DATE

2026 | 02 | 18

Installation of Kit P/N 101-4077-0031 on King Air B300
Reference number S5205651/2026/018

Dear Sirs,

Thank you for your request. We are pleased to present you this technical quotation for the installation of a Kit P/N 101-4077-0031 on the King Air B300, S/N FL1117 and a Phase 47 Inspection. Our technical proposal consists of the following tasks:

No.	Description
1	Installation of one Kit P/N 101-4077-0031
2	2 x NDT Inspection, 1 x prior and 1 x after kit installation (external service)
3	Phase 47, Wing Center Section Aft Spar Lower Cap (NDT Inspection, external service)
4	Phase 47, Wing Center Section Aft Spar Lower Fitting (NDT Inspection, external service)
5	Phase 47, Wing Outboard Panel Aft Spar Lower Fitting (NDT Inspection, external service)

All tasks will be conducted at the premises of Aerodata AG in Braunschweig/Germany. Aerodata AG is an EASA certified Part 145 maintenance facility, specialised in maintenance on the Textron King Air series. We performed the installation of Kit P/N 101-4077 already several times in the past.

A kit P/N 101-4077-0031 is not included in this quotation. We assume that the kit will be provided by the

Quotation CCW24974R2
Technical Proposal



RCAA. Positions No. 3, 4 and 5 as listed above are included in the NDT Inspection in accordance with position No. 2.

For the performance of all tasks as listed above we expect an aircraft ground time of approx. 4 weeks. Additional findings, if any, might extend the ground time.

We are prepared to start with the tasks as listed above on February 23, 2026. Considering our actual workload and the estimated duration of 4 weeks required for all tasks, a completion date of March 15, 2026 cannot be adhered to. Our aim is to be finished with all tasks by end of March 2026 at the latest. This cannot be guaranteed though and depends on the progress of the project.

Our enclosed Aerodata – General Terms and Conditions (“GT&C”) for aircraft equipment & maintenance as well as supplies & services (Rev. 06/25) shall apply.

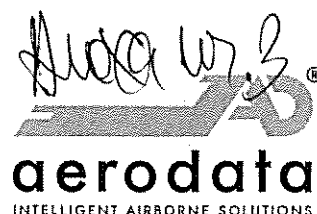
We hope that we provided you with an attractive quotation and are looking forward to receive your order.


In case that you need further information please do not hesitate to contact us.

Best regards
Aerodata AG

A

Quotation CCW24974R2
Financial Proposal



 Aerodata AG | Hermann-Blenk-Straße 34 - 36 | 38108 Braunschweig | Germany

Romanian Civil Aeronautic Authority
Sos. Bucuresti-Ploiesti nr. 38-40
013695 Sector 1, Bucharest

Romania

Department

Contact

Our reference

Phone

E-Mail

YOUR REFERENCE

DATE

2026 | 02 | 16

Installation of Kit P/N 101-4077-0031 on King Air B300
Reference number S5205651/2026/018

Dear Sirs,

Thank you for your request. We are pleased to present you this financial quotation for the installation of a Kit P/N 101-4077-0031 on the King Air B300, S/N FL1117 and a Phase 47 Inspection. All man-hours are calculated with 125,00€ per hour according to our actual price list, FP means Fixed Price. We offer the performance of the required tasks for the following total prices:

No.	Description	Price
1	Required man-hours for installation of one Kit P/N 101-4077-0031 (400.0h)	50.000,00€
2	2 x NDT Inspection, 1 x prior and 1 x after kit installation (external service)	4.355,00€
3	Phase 47, Wing Center Section Aft Spar Lower Cap (NDT Inspection, external service)	Incl. in No. 2
4	Phase 47, Wing Center Section Aft Spar Lower Fitting (NDT Inspection, external service)	Incl. in No. 2
5	Phase 47, Wing Outboard Panel Aft Spar Lower Fitting (NDT Inspection, external service)	Incl. in No. 2

All prices are in Euro "ex. Works Braunschweig" (according to INCOTERMS 2020).

A kit P/N 101-4077-0031 is not included in this quotation. We assume that the kit will be provided by the RCAA. Parts delivered in addition by customer will be charged with a handling fee of 10% on the list price.

Quotation CCW24974R2
Financial Proposal



Positions No. 3, 4 and 5 as listed above are included in the NDT Inspection in accordance with position No. 2. In case an additional day of our supplier on location at Aerodata is required for these positions, we would charge it for 2.178,00€. In case we have any additional findings, the rectification will be offered to the RCAA in detail prior to commencing the task.

All present and future duties, taxes and charges of any kind related to the provision of equipment and inspections described by this quotation will be charged additionally.

Payments are due in accordance with the following payment schedule:

- Down-payment of 30% of the contract value at order.
- Remaining payment of 70% of the contract value on receipt of our final invoice without further deduction within 30 days.

This quotation is valid until April 30, 2026.

Aerodata will only accept a Purchase Order as legally binding if and when a countersigned Purchase Acknowledgement has been executed by Aerodata!

Our enclosed Aerodata – General Terms and Conditions (“GT&C”) for aircraft equipment & maintenance as well as supplies & services (Rev. 06/25) shall apply.

We hope that we provided you with an attractive quotation and are looking forward to receive your order.

In case that you need further information please do not hesitate to contact us.

Best regards
Aerodata AG

W. G. W. G.

**AERODATA AG - GENERAL TERMS AND CONDITIONS ("GT&C")
FOR AIRCRAFT EQUIPMENT & MAINTENANCE AS WELL AS SUPPLIES & SERVICES**

DEFINITIONS

Within the scope of this GT&C, unless otherwise individually stipulated, the following definitions shall apply:

1. ADDITIONAL WORK

Means any work additionally required to correct discrepancies as becoming apparent during the performance of the SERVICES and/or other work which is necessary (i) to enable or to facilitate the performance of the SERVICES or (ii) to gain Airworthiness, but has not been agreed in the Statement of Work.

2. AIRWORTHINESS

An aircraft or component is airworthy if it conforms to the valid type certificate data sheet and if the maintenance was carried out in accordance with the applicable maintenance requirements and if the aircraft or component was released to service.

3. CERTIFICATE OF RELEASE TO SERVICE

A statement by the maintenance organisation approved by the relevant aviation authority confirming that the corresponding works and/or services identified therein have been carried out in conformity with the applicable requirements, standards and stipulations [e.g. EASA Part-145] by authorised personnel, and that the respective aircraft/component has been released to service.

4. COMPONENTS

Means rotatable or repairable devices, modules or individual parts of an aircraft, including engine, flight or emergency equipment, whereupon "rotatable" means serially numbered parts having life expectancy through repetitive overhaul under normal operating conditions equal to the life of any aircraft and "repairable" means parts which are continually reworked to a fully serviceable condition using authorised repair procedures in the appropriate component maintenance manual until such rework becomes uneconomical.

5. CONSUMABLES

Means items which are only determined to be used once.

6. CUSTOMER

Means an awarding authority or contracting entity - whether public or private - who concludes a CUSTOMER CONTRACT with AERODATA AG.

7. CUSTOMER CONTRACT

Means the agreement of the Parties concerning SERVICES to be accomplished by AERODATA AG on specified aircraft or systems, and shall include but shall not be limited to:

- Scope of Work [„SOW“]
- Milestone Plan
- Place(s) of Performance
- Prices and Payment Terms
- Terms and Conditions
- Securities
- Import / Export regulations
- Test and Acceptance conditions / procedures
- Delivery instructions, including packing and shipping for MATERIALS, if applicable.

8. CUSTOMER MATERIAL

Means any documentation, tools, MATERIAL to be supplied by CUSTOMER for the execution of the SERVICES.

9. EXPENDABLES

Means items for which no authorised repair procedure exists and for which cost for repair would normally exceed cost for replacement.

10. INCOTERMS 2020

Means International Commercial Terms published by the International Chamber of Commerce in 2020, valid from 01.01.2020.

11. LAYOVER PERIOD

Means the time between the arrival of the aircraft at Braunschweig airport or any other location agreed upon and the redelivery date at the airport as agreed upon between the PARTIES.

12. LEAD TIME

Means the time between the release of an order and receipt of the ordered item at the delivery place.

13. MATERIAL

Means any documentation, goods, software, systems, COMPONENTS, CONSUMABLES, EXPENDABLES or other items integrated into the aircraft or supplied for the aircraft.

14. NON-ROUTINE WORK

Means corrective actions deriving from the performance of the ROUTINE WORK.

15. OVER AND ABOVE WORK

Means extra work or SERVICES agreed between CUSTOMER and AERODATA AG which do not form part of the originally contracted Scope of Work as per CUSTOMER CONTRACT.

16. PROPRIETARY INFORMATION

Means all such information, data, discoveries, inventions and improvements, samples, products, computer programmes, design, drawings, specifications, reports, manuals, documents, memoranda, coordination sheets, and all other information of a technical nature, as well as business planning, marketing and financial information, whether or not defined as business secret or being patentable or not, intended to be delivered by one party to the respective other party in writing or other tangible form as well as orally transmitted at the time of disclosure whether being prominently identified by the disclosing party as proprietary or not.

17. REJECTED MATERIAL

Means any MATERIAL being unserviceable and/or not fit for use.

18. REPAIRED MATERIAL

Means any MATERIAL which is repaired, refurbished or restored to serviceable condition.

19. ROUTINE WORK

Means the accomplishment of the maintenance task card set agreed upon.

20. SERVICES

Means the performance of inspection, maintenance, overhaul, repair, modification, conversion, painting, equipment, refurbishment and related work, delivery of MATERIALS or SYSTEMS, development of parts, systems and COMPONENTS, engineering, assignment of personnel including any work in accordance with the terms and conditions of this GT&C and the respective CUSTOMER CONTRACT.

21. SPARE PART

Means any new or replacement part having a part number which is subject to delivery or installed during the accomplishment of the SERVICES.

22. SUBCONTRACTOR

Means any person, legal entity or individual, other than employees of AERODATA AG, entrusted by AERODATA AG for the support in the performance of its obligations under the CUSTOMER CONTRACT.

23. SUPPLIER

Means any distributor, furnisher, provider, vendor, supplier of any MATERIAL ordered by AERODATA AG or its affiliates.

24. TECHNICAL EXPRESSIONS

Any technical expression(s) used in this GT&C and not defined herein shall, where the context so admits, have the meanings specified in the latest edition published from time to time of the World Airlines Technical Operating Glossary (WATOG) published by the International Airline Transport Association (IATA).

25. VICARIOUS AGENTS

Means AERODATA AG's personnel, borrowed workforce and other persons, e.g. SUBCONTRACTORS, to whom AERODATA AG assigns the support in the performance of its obligations under the CUSTOMER CONTRACT.

26. WORKING DAYS / DAYS

Means calendar days excluding German and/or relevant foreign public holidays, Saturdays and Sundays.

AERODATA AG - GENERAL TERMS AND CONDITIONS ("GT&C") FOR AIRCRAFT EQUIPMENT & MAINTENANCE AS WELL AS SUPPLIES & SERVICES

Article 1 SCOPE AND EXCLUSIVE VALIDITY

- 1.1 These General Terms and Conditions shall exclusively apply to all CUSTOMER CONTRACTS and shall become an integral part thereof, unless AERODATA AG expressly waives its applicability in whole or in part, in written form, and as far as AERODATA AG and CUSTOMER have not agreed upon any other particular terms and conditions.
- 1.2 CUSTOMER's standard terms and conditions shall not apply and shall not become part of the CUSTOMER CONTRACTS, even if AERODATA AG has not expressly rejected their applicability. In case AERODATA AG replies to any communication of the CUSTOMER that refers to CUSTOMER's standard terms and conditions or any other standard terms and conditions ["Other Terms and Conditions"], such reply shall not constitute an acceptance of such Other Terms and Conditions, nor shall it result in the acceptance of such Other Terms and Conditions.

Article 2 CONCLUSION OF CUSTOMER CONTRACT

- 2.1 Any offer submitted by AERODATA AG shall be binding within the given validity period.
- 2.2 Orders submitted by CUSTOMER shall be binding for AERODATA AG only, if such orders are fully compliant and congruent with AERODATA AG's binding offer.
- 2.3 The CUSTOMER CONTRACT is concluded once AERODATA AG has submitted an order confirmation to CUSTOMER in writing by letter, fax or e-mail or once the Parties have signed the CUSTOMER CONTRACT.

Article 3 SERVICES

- 3.1 CUSTOMER agrees to place orders for SERVICES with AERODATA AG as agreed upon by the Parties.
- 3.2 AERODATA AG shall perform at its facilities SERVICES as specified in the CUSTOMER CONTRACT as requested by CUSTOMER and agreed upon by AERODATA AG. Such SERVICES may also be performed at CUSTOMER's or SUB-CONTRACTOR's site or as otherwise agreed upon by AERODATA AG.
- 3.3 All SERVICES shall be performed in accordance with the applicable manufacturer's authorised manuals and other approved documents such as, but not limited to:
 - Aircraft Maintenance Manual (AMM)
 - Electrical Load Analysis (ELA)
 - Wiring Diagram Manual (WDM)
 - Illustrated Parts Catalogue (IPC)
 - Structure Repair Manual (SRM)
 - Non-destructive Test Manual (NDTM)
 - Service Letter (SL)
 - Service Bulletin(s) (SB)
 - Airworthiness Directive(s) (AD)
 - Engineering Order(s) (EO)
 - Vendor Overhaul Manual(s) (VOM)
 - Cabin Lay-out Drawing
 - Paint Drawing
 - as specified by CUSTOMER, in particular, maintenance task cards, SBs, EOs, ADs and other relevant documents.
- 3.4 All SERVICES will be carried out in compliance with the current standard of airworthiness as established by the European Aviation Safety Agency [EASA] or other applicable authority and will be inspected in accordance with AERODATA AG's own quality assurance system as approved by EASA and additionally as requested by CUSTOMER and agreed upon by AERODATA AG.
- 3.5 If not agreed otherwise, all communication will be held and all documentation and reports will be prepared in the English and/or German language, whereupon in case of discrepancies the respective German version shall prevail over the English version and the English version shall prevail over any other version.

Article 4 CHANGE MANAGEMENT

- 4.1 No change to these GT&C, the terms and conditions of the CUSTOMER CONTRACT and its Appendices, the SERVICES, Scope of Work, Specifications, Deliverables, Work, Milestone Plans or in the

place or time of acceptance or delivery of the Work shall be recognised by the Parties hereto unless such change shall be mutually agreed upon by the Parties and authorised by AERODATA AG.

- 4.2 Each Party may at any time and from time to time request to make changes to the SERVICES, Scope of Work, Specifications, Deliverables, Work, Milestone Plans or in the place or time of acceptance or delivery of the Work, in writing. AERODATA AG will submit a change proposal in writing within adequate time after delivery / receipt of such request. Said change proposal will include as a minimum:
 - (a) Description and rationale of the change;
 - (b) detailed schedule for the change and resulting effect on the time required for its performance;
 - (c) cost breakdown including labour hours, materials and other expenses;
 - (d) payment schedule.

Article 5 SUBCONTRACTING

- 5.1 AERODATA AG may assign at its sole discretion certain parts of the SERVICES to other qualified software development, engineering, manufacturing and maintenance organisations, certified by the appropriate authority and complying with AERODATA AG's quality assurance regulations ["SUBCONTRACTORS"] to perform the subcontracted part of the SERVICES, whereupon AERODATA AG's suppliers shall not be deemed as SUBCONTRACTORS.
- 5.2 Towards the CUSTOMER, AERODATA AG shall remain responsible for the respective subcontracted part of the SERVICES in accordance with the terms of these GT&C.

Article 6 TOOLS

- 6.1 Standard tools to perform the SERVICES in accordance with the scope of work are available at AERODATA AG's facilities.
- 6.2 Any non-standard tools required for specific repair or modification shall be provided by CUSTOMER (with the assistance of AERODATA AG, if requested), and the cost incurred thereby shall be borne by CUSTOMER.

Article 7 MATERIAL

- 7.1 CONSUMABLES and EXPENDABLES required for the SERVICES shall be provided by AERODATA AG unless expressly otherwise agreed upon in the CUSTOMER CONTRACT.
- 7.2 All CUSTOMER MATERIAL and COMPONENTS required for the SERVICES shall be delivered by CUSTOMER to the respective place of integration as specified by AERODATA AG due time prior to the beginning of the respective LAYOVER PERIOD at CUSTOMER's own risk and expense, unless expressly otherwise agreed upon in the CUSTOMER CONTRACT.
- 7.3 All CUSTOMER MATERIAL and COMPONENTS must meet airworthiness standards and must be accompanied by certificates that meet the requirements of the aviation authorities concerned.
- 7.4 CUSTOMER MATERIAL and COMPONENTS shall be kept separate from AERODATA AG's inventories and shall be identified as property of CUSTOMER and shall be used solely in the performance of SERVICES pursuant to this GT&C and the CUSTOMER CONTRACT.
- 7.5 All CUSTOMER MATERIAL and COMPONENTS which are defect and not repairable or not airworthy may be disposed of by AERODATA AG without the consent but at the expense of CUSTOMER and CUSTOMER shall insofar indemnify and hold AERODATA AG harmless from any cost and expense.
- 7.6 If so instructed by CUSTOMER, AERODATA AG shall return to CUSTOMER all excessive CUSTOMER MATERIAL and COMPONENTS at the risk and expense of CUSTOMER, whereupon prepayment is required. If CUSTOMER fails to prepay and instruct AERODATA AG to return CUSTOMER MATERIAL, AERODATA AG may dispose of such MATERIAL or COMPONENTS at its sole discretion and at CUSTOMER's cost after 180 days following the completion of SERVICES under the respective CUSTOMER CONTRACT.

**AERODATA AG - GENERAL TERMS AND CONDITIONS ("GT&C")
FOR AIRCRAFT EQUIPMENT & MAINTENANCE AS WELL AS SUPPLIES & SERVICES**

7.7 AERODATA AG shall be entitled to charge CUSTOMER for the storage of CUSTOMER MATERIAL and COMPONENTS subsequent to redelivery of the aircraft to CUSTOMER.

Article 8 DOCUMENTATION

8.1 All documentation necessary to perform the contractual SERVICES as stipulated in the CUSTOMER CONTRACT shall be supplied by CUSTOMER and made available to AERODATA AG due time before the agreed start of work.

8.2 After completion of SERVICES (not applicable for MATERIAL), AERODATA AG shall supply to CUSTOMER:

- an inspection report in AERODATA AG standard form or as otherwise required by the relevant airworthiness authorities,
- a file containing structural repairs performed which are above the repair procedure as stipulated in the aircraft manufacturer's Structure Repair Manual (SRM),
- a list of deferred items including complete information about any further action necessary,
- Service Bulletin, Engineering Order and Airworthiness Directive listings as performed by AERODATA AG,
- a list of replaced serialised COMPONENTS by off/on serial number, part number and position,
- a list of MATERIAL to be returned to CUSTOMER,
- a Certificate of Release to Service (CRS)

If required by CUSTOMER:

- STC-Document
- Flight Manual Supplement
- Maintenance Manual Report
- Weight & Balance Report
- Operating Manuals
- CoC.

Article 9 CUSTOMER'S SPECIFIC OBLIGATIONS

CUSTOMER shall be solely responsible for

9.1 the delivery of the end user certificate as well as any other forms required for any relevant export licenses and permits to AERODATA AG in due time;

9.2 the delivery of the aircraft being ready for the SERVICES together with its documentation necessary for the SERVICES, such as, but not limited to serial specific wiring diagram manuals, serial specific load analysis, weight and balance report etc. to AERODATA AG on CUSTOMER'S sole risk and expense, in due time;

9.3 the performance of any and all ferry and test flights with qualified pilots at CUSTOMER'S sole risk and expense, in due time;

9.4 the airworthy performance of preparation work on the aircraft due time prior to the start of the SERVICES according to the relevant Milestone Plan;

9.5 the communication, co-operation and decisions to be made by CUSTOMER during the whole SERVICE period, in due time;

9.6 the provision of any and all securities to be provided and payments to be made by CUSTOMER in due time;

9.7 the provision of any and all governmental decisions, approvals, certifications, whether concerning the aviation, customs, tax or other authorities in charge, in due time;

9.8 the redelivery of the aircraft to CUSTOMER at CUSTOMER'S sole risk and expense;

9.9 the availability of qualified experienced pilots with a suitable rating for the aircraft for all ferry and test flights, which pilots, ferry and test flights shall be paid by CUSTOMER.

Article 10 AUTHORISED REPRESENTATIVE

10.1 If required by AERODATA AG, CUSTOMER shall delegate one authorised representative at the respective site where the SERVICES are performed during the LAYOVER PERIOD, until completion of final acceptance of the SERVICES hereunder. The authorised representative of CUSTOMER may observe the performance and inspect the results of the SERVICES, provided that such inspection will not unreasonably interfere with the scheduled progress of AERODATA AG'S activities.

10.2 The authorised representative of CUSTOMER shall be AERODATA AG'S contact in all matters concerning the performance of the SERVICES. Such representative shall be

fully authorised by CUSTOMER to decide especially on issues as stipulated under Articles 4.2 (Changes), 9 (CUSTOMER'S Obligations), 10.3 (Inspection Findings), 10.4 (CUSTOMER Inspections), 11 (Test & Acceptance) and to decide on all matters brought forward to him by AERODATA AG. In the event such decision is required, the authorised representative of CUSTOMER shall promptly take the decision in order to avoid any delay in the progress of work.

10.3 Inspection findings affecting the agreed scope of SERVICES hereunder may require additional layover time. As a result thereof CUSTOMER shall accept all extensions required by AERODATA AG in respect of the LAYOVER PERIOD.

10.4 CUSTOMER'S authorised representative may request particular or additional CUSTOMER inspections in the routine progress meetings. Such request shall be made in due time, whereupon the requested additional inspection shall not interfere with the progress of the SERVICES.

10.5 On request of the CUSTOMER, AERODATA AG shall provide a furnished office for up to 2 (two) CUSTOMER representatives, secretarial services and communication equipment at additional cost. Telephone and telefax shall be free of charge except for long distance connections, which will be charged at actual cost.

10.6 CUSTOMER'S representatives shall strictly observe AERODATA AG'S rules and regulations for safety and security at AERODATA AG'S premises.

10.7 AERODATA AG will delegate an authorised employee as official contact person for CUSTOMER in all matters concerning the SERVICES and related contractual matters.

Article 11 TESTS AND ACCEPTANCE OF SERVICES

11.1 MATERIAL will be delivered with EASA Form 1 or FAA Form 8130 or any other applicable form. All SERVICES performed by AERODATA AG are subject to tests as well as intermediate and/or final acceptance by CUSTOMER in accordance with the respective stipulations and forms of the CUSTOMER CONTRACT [such as Preliminary Design Review ("PDR"), Critical Design Review ("CDR"), Site Acceptance Test ("SAT"), Incoming Inspection, Ground Test, Flight Test, Final Acceptance Test ("FAT")]. Such tests shall be conducted by CUSTOMER and supported by AERODATA AG and said declarations of acceptance shall not be unreasonably withheld.

11.2 Upon acceptance by CUSTOMER, AERODATA AG shall be provided with a signed Certificate of Acceptance as per the attachment to the respective CUSTOMER CONTRACT, signed by the authorised representative of CUSTOMER.

11.3 AERODATA AG'S SERVICES shall be deemed accepted by CUSTOMER if an authorised representative of CUSTOMER is not available to perform the acceptance procedures within seven (7) days after written notice to CUSTOMER'S address.

11.4 After completion of SERVICE and after successful Ground Test, CUSTOMER may conduct a Flight Test of the contractual aircraft in order to verify the operational functions of the systems integrated by AERODATA AG. Such Flight Test shall be performed by CUSTOMER'S flight crew under CUSTOMER'S sole responsibility at his own costs and risks.

11.5 In case AERODATA AG'S VICARIOUS AGENTS attend said Flight Tests, they will simply act as observers and not as crew members and CUSTOMER shall make sure that those VICARIOUS AGENTS of AERODATA AG will become additionally insured in the passenger insurance of the respective aircraft.

11.6 Malfunctions and discrepancies found and caused due to AERODATA AG'S faulty MATERIAL or workmanship will be rectified by AERODATA AG as per Article 14. Other malfunctions and discrepancies will be treated as ADDITIONAL WORK or OVER AND ABOVE WORK and will be rectified as agreed upon with CUSTOMER at CUSTOMER'S expense.

Article 12 COMMERCIAL TERMS AND CONDITIONS

12.1 In addition to the Articles contained in these GT&C, all other applicable commercial terms and conditions shall be specified in the CUSTOMER CONTRACT.

**AERODATA AG - GENERAL TERMS AND CONDITIONS ("GT&C")
FOR AIRCRAFT EQUIPMENT & MAINTENANCE AS WELL AS SUPPLIES & SERVICES**

- 12.2 If not expressly agreed otherwise in the CUSTOMER CONTRACT, deliveries made by AERODATA AG shall be effected according to "EX WORKS" AERODATA AG's hangar in Braunschweig, Germany or "EX WORKS" SUBCONTRACTOR's or SUPPLIER's facilities as named in the CUSTOMER CONTRACT, INCOTERMS 2020.
- 12.3 Prices are net prices, excluding any existing or future customs duties, sales tax, value added tax and other taxes, levies, duties, charges, whatsoever imposed on the supply of goods or the provision of Work and Services, which shall be borne by CUSTOMER in addition to the quoted prices. If any payment by the CUSTOMER is subject to withholding tax, CUSTOMER agrees to pay an additional amount, as is necessary to ensure that AERODATA AG receives the same amount it would have received if there had been no withholding.
- 12.4 CUSTOMER shall provide AERODATA AG with his VAT identification number and/or furnish proof of his capacity as entrepreneur according to German VAT law.
- 12.5 CUSTOMER shall make payments in the contractually agreed currency. In case of doubt the contractual currency shall be deemed to be agreed upon in EURO.
- 12.6 If not expressly agreed otherwise in the CUSTOMER CONTRACT, prices for SERVICES according to AERODATA AG's respective price list effective at the time of conclusion of the CUSTOMER CONTRACT according to Article 2.3 shall apply on a time and material basis. Vendor parts and MATERIAL shall be charged with an adequate markup.
- 12.7 Fixed Prices for AERODATA AG's SERVICES are subject to a written agreement by the Parties and shall be binding unless changed in accordance with Article 4 [Change Management] by mutual decision of the Parties.
- 12.8 AERODATA AG shall have the right to claim payment in advance of an adequate portion of the estimated total contract amount due time prior to the start of work or SERVICES.
- Payment of invoices for time and material based SERVICES shall be due upon receipt of the respective invoice, however, upon final acceptance of the contractual SERVICES or due time before handing over the aircraft to CUSTOMER at the latest.
- Payment of Fixed Prices shall be made in accordance with the Payment Milestone Plan as stated in AERODATA AG's corresponding proposal or as agreed upon in the prevailing CUSTOMER CONTRACT.
- 12.9 If for reasons beyond AERODATA AG's control the execution of SERVICES is delayed or partially prevented, AERODATA AG shall be entitled to claim for advanced payment or invoice an adequate and reasonable amount for SERVICES already rendered by AERODATA AG and/or its SUBCONTRACTORS.
- 12.10 If CUSTOMER is in default of any payment or other contractual obligation, AERODATA AG may suspend the fulfillment of its own contractual obligations until such due payment is made. Further, AERODATA AG shall have the right to claim compensation for any and all damages caused by such default according to German law. If CUSTOMER fails to fulfil or meet his obligations, AERODATA AG hereby reserves all its rights and recourses under these GT&C, the CUSTOMER CONTRACT and/or according to law.
- 12.11 CUSTOMER is not entitled to offset any of his claims against AERODATA AG's claims for payment or to exercise a right of retention unless such counter claim has been accepted by AERODATA AG in writing.
- 12.12 Title to any and all MATERIAL supplied by AERODATA AG under the CUSTOMER CONTRACT shall remain with AERODATA AG until complete payment of all amounts due has been effected. Further, AERODATA AG shall be granted a contractual lien as well as a statutory lien and a right of retention on the contractual aircraft and CUSTOMER's MATERIAL and COMPONENTS in custody of AERODATA AG as well as a contractual lien on CUSTOMER's MATERIAL and COMPONENTS during the term of the CUSTOMER CONTRACT according to German law to secure any claims of AERODATA AG against CUSTOMER out of or in connection with any

CUSTOMER CONTRACT as well as to secure any claims of affiliates of AERODATA AG against CUSTOMER.

These rights as well as a set-off right may also be claimed by AERODATA AG for SERVICES performed or MATERIAL and/or COMPONENTS supplied to CUSTOMER previously.

The lien and the right of retention as well as the set-off right may also be applied with respect to claims resulting from CUSTOMER's relation to any affiliates of AERODATA AG.

Article 13 TAXES, DUTIES, CUSTOM FEES, EXPORT LICENSES AND IMPORT CLEARANCE

13.1 CUSTOMER shall bear any and all taxes, duties, custom's fees and/or equivalent charges whatsoever which may be levied in connection with this GT&C, except those taxes, levies, charges and fees levied against AERODATA AG by any relevant German authority resulting from the CUSTOMER CONTRACT.

13.2 AERODATA AG will undertake every reasonable effort to obtain all relevant export and transportation licences as well as other permits for the MATERIAL and SERVICES that are the subject of the CUSTOMER CONTRACT from the competent authorities of Germany and/or of any other country from which the contractual supplies originate.

CUSTOMER shall be responsible for the timely import of any and all contractual supplies and shall bear and assume all formalities required for import authorisation and all other formalities as may be required by his country's legislation and/or regulations for importing and customs clearance concerning any and all MATERIAL being subject of the CUSTOMER CONTRACT.

Failure of the German Government or the Government of any other country involved to issue or to maintain any required export licenses or permits shall be deemed and treated as a case of Force Majeure according to Article 21 and shall relieve AERODATA AG of its obligations under the CUSTOMER CONTRACT without any liability.

The same shall apply if the respective Government delays the required export license or permit, or deviates from the respective application for such export license or permit or withdraws or terminates issued export licenses or permits.

Article 14 WARRANTY

14.1 AERODATA AG warrants that all SERVICES performed including MATERIAL provided by AERODATA AG will be in accordance with aviation standards as are customary in the aviation business and will be free from defects in material and workmanship under normal use and service for the warranty periods as defined in Articles 14.4 and 14.5 below.

14.2 Warranty shall expressly be limited to the correction of defects due to faulty parts or workmanship having become apparent within the warranty periods as defined in Articles 14.4, 14.5 and AERODATA AG's obligation hereunder shall be limited to the correction by repair of the defect or defect part or the replacement of the defective part at AERODATA AG's sole discretion.

14.3 Concerning delivered or embedded proprietary software, AERODATA AG warrants to correct or bypass, pursuant to its respective own standards, any and all reproducible malfunctions or functional discrepancies in the software within a reasonable period of time, depending on the severity of such malfunctions or anomalies, during the warranty period defined in Article 14.4.

In case of such malfunction or functional discrepancy, Customer shall provide an accurate description of the failure and the conditions under which the software failure occurred, including without limitation the conditions prevailing during the most recent operation of the software.

This warranty does neither apply to any software supplied under license from third parties nor to any modification on software carried out by Customer or any third party not authorised by AERODATA AG, nor to any discrepancy caused by interface modifications, nor to any use of the software which is not in accordance with the Customer Contract.

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For the software supplied under license from third parties, the warranties are those which AERODATA AG is authorised to provide to its customers.

- 14.4 The warranty period for workmanship and MATERIAL manufactured by AERODATA AG is twelve (12) months - alternatively five hundred (500) flight hours from the date of Final Acceptance or handing-over to CUSTOMER's representatives, whatever occurs first.
- 14.5 The warranty and the warranty period for MATERIAL procured, processed and supplied by AERODATA AG are limited to the original manufacturers', suppliers', vendors' or licensor's warranty conditions. AERODATA AG hereby assigns its corresponding warranty rights and claims towards the respective manufacturer, supplier or vendor to CUSTOMER.
- 14.6 In order to preserve CUSTOMER's warranty rights, warranty claims shall be brought to AERODATA AG's attention in writing within fourteen (14) DAYS after detection of the defect in question at the latest. Upon receipt of such claim by AERODATA AG and if accepted as warranty case by AERODATA AG, the Parties shall mutually agree on ways and means to rectify such defect, considering also the relevant lead times for MATERIAL.
- All warranty claims against AERODATA AG for any defect shall be excluded if the underlying defect was not communicated by CUSTOMER to AERODATA AG within said 14 DAYS.
- Once AERODATA AG has been notified of a defect, AERODATA AG may request from CUSTOMER a detailed written report specifying the occurrence, extent and possible cause(s) of such defect. Should AERODATA AG not receive such a written report within thirty (30) DAYS after receipt of AERODATA AG's request by CUSTOMER, all warranty claims related to such defect shall be excluded.
- 14.7 CUSTOMER's MATERIAL as well as used, repaired and overhauled MATERIAL and parts are excluded from any warranty claims.
- 14.8 Warranty claims shall be excluded if the aircraft and/or the MATERIAL have not been operated, handled or maintained in accordance with
- the regulations of the applicable airworthiness authorities and/or
 - the respective manufacturer's or AERODATA AG's aircraft operating manuals, maintenance manuals and inspection programs, or when alterations, repairs, overhauls or changes of the MATERIAL integrated and/or delivered by AERODATA AG have been accomplished during the warranty period without the prior written consent of AERODATA AG, unless CUSTOMER demonstrates that such deficiency is unrelated to any of such circumstances. AERODATA AG shall be granted unrestricted access to the appropriate documentation by CUSTOMER immediately after detection of the related defect.
- AERODATA AG shall not be liable for any defects of MATERIAL which have been tampered with by others than AERODATA AG or its VICARIOUS AGENTS, which have suffered a "Foreign Object Damage" ["FOD"] or were damaged by the elements or by similar external influences or by normal wear and tear, whereupon the aforementioned warranty restrictions do not apply in cases where CUSTOMER has proven that AERODATA AG and/or one of its VICARIOUS AGENTS caused the defect in question.
- 14.9 If the rectification of a defect is neither economically nor technically feasible, AERODATA AG's warranty shall be limited to the respective original MATERIAL value of such defective part.
- 14.10 After warranty repairs have been performed, the remaining portion of the original warranty period shall apply. Any further rights and claims against AERODATA AG, especially claims regarding the compensation of damages, shall be excluded.
- 14.11 After written authorisation by AERODATA AG, CUSTOMER shall have the right to perform warranty repairs by himself. AERODATA AG shall reimburse CUSTOMER for material and man-hours expended, provided the Parties have agreed upon the man-hour rate and the estimated expenditure of time. In any

event CUSTOMER's labor rate for ADDITIONAL WORK shall not exceed AERODATA AG's labour rate according to AERODATA AG's effective price list [see Article 12.5]

Article 15 LIABILITY / INDEMNIFICATION

AERODATA AG's liability as well as the individual liability of its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG in the performance of its obligations, - irrespective of the legal grounds - shall be limited as follows:

- 15.1 AERODATA AG's liability for any damages sustained by CUSTOMER, its shareholders, directors, employees, servants, vicarious agents and subcontractors due to, or in connection with, or in consequence of the initiation of the CUSTOMER CONTRACT or the performance or nonperformance of SERVICES under the CUSTOMER CONTRACT caused by slight negligence [ordinary negligence ("leichte Fahrlässigkeit")] shall be limited to the extent of AERODATA AG's existing insurance coverage at the time of causation, provided such damages have not been caused by willful misconduct or any breach of material / major contractual obligations ["Kardinalpflichten"] or by a violation of a guarantee or are related to injury or death of natural persons or a claim under the German Product Liability Act.
- 15.2 To the extent AERODATA AG is liable pursuant to Article 15.1, AERODATA AG's liability shall be further limited as follows:
- AERODATA AG shall not be liable for non-foreseeable damages which are not typical for SERVICES of the kind as being subject of the relevant CUSTOMER CONTRACT and which are neither caused by willful misconduct or any breach of material / major contractual obligations ["Kardinalpflichten"] nor by a violation of a guarantee and are not related to injury or death of natural persons or a claim under the German Product Liability Act.
- 15.3 In all other cases which are neither caused by willful misconduct or any breach of material / major contractual obligations ["Kardinalpflichten"] nor by a violation of a guarantee and are not related to injury or death of natural persons or a claim under the German Product Liability Act AERODATA AG's liability shall be limited to direct damages up to an amount of EURO 1,000,000 globally, and for financial damages as consequential damages, including but not limited to loss of profit or loss of revenue, up to an amount of EURO 100,000 per occurrence; per insurance year no more than twice as much each.
- 15.4 Any exceeding claims against AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG in the performance of its obligations, irrespective of their legal ground (e.g. advice, positive violation of contractual duty, tort), especially in case of indirect or consequential damages, shall be excluded.
- 15.5 AERODATA AG shall not be liable for the replacement or the reconstruction of data files, unless AERODATA AG caused their destruction intentionally or by gross negligence and CUSTOMER has assured that the data concerned can be reconstructed with justifiable expenditure out of the data material kept ready in computer-readable form.
- 15.6 To the extent the liability of AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG is excluded hereunder CUSTOMER shall indemnify, defend and hold harmless AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG from any and all such claims including cost and expenses incident hereto.
- 15.7 CUSTOMER is obliged to notify AERODATA AG without undue delay and in writing of any damages and losses he intends to claim.
- 15.8 CUSTOMER's claims shall become time-barred one year after completion of the related contractual SERVICE.

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Article 16 INSURANCE / GOVERNMENT OWNED AIRCRAFT

- 16.1 During the period any aircraft is serviced hereunder and for the term of the CUSTOMER CONTRACT in respect of such aircraft, CUSTOMER shall obtain and maintain or have effected and maintained insurances with the following coverage and provisions:
- 16.1.1 Hull All Risks Insurance as well as All Risk Property Insurance including war risks containing a waiver of subrogation in favour of AERODATA AG, its personnel and its SUBCONTRACTORS covering also engines and parts whilst not installed on the aircraft.
- 16.1.2 Comprehensive Aviation General Legal Liability Insurance including Third Party-, Passenger-, and war risk liability insurances with a combined single limit in accordance with article 7 regulation (EC) Nr. 785/2004 as a minimum, naming AERODATA AG, its personnel and SUBCONTRACTORS as additional insured parties with a waiver of subrogation in favour of AERODATA AG, its personnel and its SUBCONTRACTORS.
- 16.2 In case CUSTOMER is not a party to the insurer of the contractual aircraft and/or has ordered the SERVICES from AERODATA AG either for or on behalf of a third party being the owner or registered keeper of such aircraft, CUSTOMER shall make sure that such owner, registered keeper or third party obtains and maintains the insurances as specified in Articles 16.1.
- 16.3 CUSTOMER shall provide AERODATA AG with a certificate evidencing the respective insurance coverage as set out above.
- 16.4 In case Government owned aircraft are not covered by the aforementioned insurances CUSTOMER and/or its Government shall indemnify, defend and hold harmless AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG from any and all third parties' claims including cost and expenses incident thereto and, AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG shall be treated as if CUSTOMER and/or its Government had such complete insurance coverage as specified in Articles 16.1 and as if AERODATA AG, its shareholders, directors, servants, agents, SUBCONTRACTORS, VICARIOUS AGENTS and persons employed by AERODATA AG were additional insureds to such insurances.

Article 17 NOTICES AND ADDRESS

- 17.1 All notices and inquiries shall be in writing, either via normal mail service or by fax or e-mail. The date of receipt by the recipient shall be considered the effective date of such notice or inquiry, regardless of the date of such notice or inquiry.

All notices and inquiries for AERODATA AG shall be addressed as follows:

AERODATA AG
Hermann-Blenk-Strasse 36
38108 Braunschweig
GERMANY

- 17.2 Written notices or inquiries handed over to CUSTOMER's authorised representative shall be deemed to have been received by CUSTOMER.

Article 18 EXCUSABLE DELAY

- 18.1 AERODATA AG shall not be liable for the extension of the agreed LAYOVER PERIOD and/or the Milestone Plan or single elements thereof as well as for any default in the performance of the agreed SERVICE, provided:
- 18.1.1 A significant unscheduled repair or rectification or modification has to be performed which is beyond the expected level of defect normally associated with the depth of inspection and the type of check being accomplished on the specific aircraft or in cases where extensive ADDITIONAL WORK has to be performed;

- 18.1.2 MATERIAL and/or COMPONENTS duly and timely ordered are delayed or not supplied;
- 18.1.3 CUSTOMER fails to act in a timely manner as required by this GT&C and/or the CUSTOMER CONTRACT;
- 18.1.4 a delay and/or any default in the performance of the agreed SERVICE in terms of non- or misperformance or any other breach of duty was caused by a case of Force Majeure according to Article 21.
- 18.2 The Parties shall inform each other of the events mentioned above and shall use their best endeavors to overcome such a deferment. On the occurrence of an event as described hereunder, AERODATA AG shall be entitled to reasonably adjust the contractual period affected by such deferment, taking into account all circumstances of the particular case.

Article 19 NON-EXCUSABLE DELAY / LIQUIDATED DAMAGES

- 19.1 In case AERODATA AG and/or its SUBCONTRACTORS fail(s) to perform its work and services in accordance with the agreed schedule as specified in the CUSTOMER CONTRACT for causes other than those stated in ARTICLE 18 ["Excusable Delay"] and, if as a consequence thereof (i) redelivery of the aircraft is delayed and (ii) CUSTOMER has suffered direct damages by such delay, CUSTOMER shall be entitled to claim a penalty of 0,05 % of the value of the delayed item per each calendar day from the first day after expiration of a grace period of sixty (60) days, however, with a maximum of 5% of the total Contract Price as agreed upon in the CUSTOMER CONTRACT, such penalty to be paid to CUSTOMER within 10 days after receipt of CUSTOMER's penalty claim by AERODATA AG together with the proof of CUSTOMER's own direct damages caused by such delay.

Upon payment of above penalty to CUSTOMER any and all damage claims arising from such non-excusable delay shall be deemed compensated and CUSTOMER waives all possible further rights and claims, whereby AERODATA AG accepts this waiver.

- 19.2 In case CUSTOMER fails to
- deliver the aircraft and/or CUSTOMER MATERIAL or COMPONENTS to AERODATA AG in due time,
 - act in a timely manner as required by this GT&C or any CUSTOMER CONTRACT,
- AERODATA AG shall be entitled for compensation of its damages caused by such failure, provided that CUSTOMER's obligation to act or deliver was not deleted, hindered or prevented by an event of EXCUSABLE DELAY hereunder.

Article 20 NON-DISCLOSURE

- 20.1 In respect of any and all information supplied by one party to the other party or acquired by either party directly or indirectly from the other party, each party undertakes:
- not to disclose PROPRIETARY INFORMATION to any third party without the written permission of the other party except only to the extent necessary to those to whom such disclosure is reasonably necessary for the performance of the SERVICES, such as AERODATA AG's VICARIOUS AGENTS;
 - not to use PROPRIETARY INFORMATION for any purpose other than performing the SERVICES unless previously authorised in writing by the other party;
 - not to copy PROPRIETARY INFORMATION except as may be reasonably necessary for the purposes specified above;
 - to return to the appropriate party on demand all PROPRIETARY INFORMATION which have been supplied by the other party in the form of drawings or written material including all copies, provided such information is no longer required for the performance of the SERVICES.
- 20.2 The Parties shall be responsible for the observance of the provisions of Clause 20.1 above by its employees.
- 20.3 Clause 20.1 above will not apply to any PROPRIETARY INFORMATION which:
- is or becomes generally known in the aviation industry, or
 - was in the recipient's possession by virtue of being recorded in its files, or

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- has been in the recipient's use prior to the receipt or acquisition from the other party
- is required by law and/or any public authority.

20.4 The obligations imposed on both Parties by this Article 20 shall survive the expiration or termination of the CUSTOMER CONTRACT and will remain in full force and effect until such time as and to the extent that the information referred to in this clause is or becomes generally known in the aviation industry otherwise than by a breach of these stipulations.

Article 21 FORCE MAJEURE

- 21.1 None of the Parties shall be liable nor shall be held responsible for the non-performance, misperformance or delay or other default in the performance of the SERVICES as well as other work, services, deliveries and obligations under the CUSTOMER CONTRACT, which is caused by an event that is reasonably beyond the control of the respective Party and/or its suppliers and subcontractors, and without the fault or negligence of the respective Party and/or its suppliers and subcontractors which shall constitute a case of force majeure, such as, but not limited to Acts of God, acts of Government, fires, floods, wars, riots, civil commotions, strikes, lockouts, epidemic, pandemic, quarantine restrictions, embargoes, unusually severe weather and difficulties in the procurement of materials, parts and equipment from manufacturers.
- 21.2 Any delay caused by CUSTOMER in providing its contractual obligations, contributions and personnel to AERODATA AG and/or its suppliers or SUBCONTRACTORS, shall constitute an excusable delay for AERODATA AG.
- 21.3 The Party affected by a Force Majeure event shall notify the other Party in writing without undue delay, but no later than fourteen (14) calendar days after becoming aware of the occurrence of such event, providing reasonable evidence of the Force Majeure Event and its expected duration.
- 21.4 The obligations of the Parties affected by the Force Majeure Event shall be suspended for the duration of the Force Majeure Event, provided that the affected Party uses all reasonable efforts to mitigate the effects of the event and to resume the performance of its obligations as soon as reasonably practicable.
- 21.5 Any costs, expenses, or payments incurred or due for work performed, goods delivered, or services rendered prior to the occurrence of the Force Majeure Event shall remain payable by the CUSTOMER in accordance with the terms of this Agreement. The occurrence of a Force Majeure Event shall not release CUSTOMER from its obligation to settle such amounts.
- 21.6 In the event of a Force Majeure Event, the Parties shall, in good faith and without undue delay, jointly assess the situation and explore the feasibility of developing a mutually acceptable work-around plan to minimize the impact on the performance of this Agreement. If the Parties agree on such a work-around plan, they shall also agree in writing on any additional costs reasonably and demonstrably incurred as a result of its implementation. Such additional costs shall be borne by the CUSTOMER as expressly set out in the written agreement regarding the work-around plan.
- 21.7 If the duration of the Force Majeure Event exceeds hundred eighty (180) consecutive calendar days and materially affects the performance of the Agreement, either Party shall have the right to terminate this Agreement by providing written notice to the other Party, without liability for such termination, except for obligations accrued prior to termination.

Article 22 GOVERNING LAW AND VENUE

- 22.1 Unless otherwise agreed upon in the CUSTOMER CONTRACT, these GT&C and any CUSTOMER CONTRACT under these GT&C shall be deemed to be subject to, and have been made under, and shall be governed by, construed and interpreted in accordance with the laws of the Federal Republic of Germany without regard to its laws on conflicts of laws. The Convention on the International Sale of Goods [CISG] shall not apply.
- 22.2 The Parties agree upon the exclusive jurisdiction of the courts of Hamburg, Germany, with respect to all claims, causes of action

and disputes arising out of these GT&C and/or any CUSTOMER CONTRACT.

Article 23 MISCELLANEOUS

- 23.1 The invalidity in whole or in part of any provision of these GT&C shall not void or affect the validity of any other provision. The Parties agree to replace any invalid provision by one most similar to it in legal and commercial contents. The same shall apply to any provision in any CUSTOMER CONTRACT.
- 23.2 CUSTOMER CONTRACT(s) and its Appendices are to be considered as integral parts hereof.
- 23.3 The headings to clauses of these GT&C are inserted for convenience only and shall not affect the construction and interpretation of the provisions of these GT&C.
- 23.4 The terms and conditions of these GT&C in connection with any CUSTOMER CONTRACT shall supersede any and all representations, agreements, statements and understandings made prior to the date of these GT&C relating to the same subject matter given orally or in writing. Changes, additions and amendments to the terms and conditions of these GT&C including this sub-article 23.4 and any related CUSTOMER CONTRACT shall only be valid if executed by the Parties in writing.
- 23.5 It shall be the obligation of each party to exercise due diligence to discover and bring to the attention of the other party at the earliest possible time any ambiguities, discrepancies, inconsistencies or conflicts herein or in or between any documents attached hereto or incorporated by reference herein. Ambiguities, inconsistencies or conflicts will not be strictly construed against the drafter of the GT&C language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting.
- 23.6 In the event that there is any conflict or any inconsistency between the provisions of these GT&C and the CUSTOMER CONTRACT hereto, the provisions of these GT&C shall prevail.
- 23.7 CUSTOMER shall not be entitled to assign its rights to any third party without prior written consent of AERODATA AG. AERODATA AG shall not unreasonably withhold such consent.
- 23.8 The respective operator, if any, shall be named in the respective CUSTOMER CONTRACT.
- 23.9 Upon request of AERODATA AG, CUSTOMER shall appoint a qualified responsible as his process agent and agrees to maintain the process agent in Germany to be notified to AERODATA AG.

AERODATA AG
Hermann-Blenk-Strasse 36
38108 Braunschweig
GERMANY

