

TRAINING AGREEMENT BE300 (MP)

SUOMEN ILMAILUOPISTO
FINNISH AVIATION ACADEMY

CUSTOMER

Autoritatea Aeronautică Civilă România
Director Operațiuni Zbor
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TRAINEE

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GENERAL

The Finnish Aviation Academy (FINAA) (Suomen Ilmailuopisto Oy), is a company jointly owned by the Finnish airline Finnair, the Government of Finland and the City of Pori. In this Agreement the abbreviation FINAA is used for the company. FINAA is located in the City of Pori on the west coast of Finland about 220 km from Helsinki.

CUSTOMER refers in this Agreement as applicable to the company who is the present or future employer of the pilot or pilots being trained or the pilot who has ordered the training as a private individual.

FINAA agrees to provide to CUSTOMER Beechcraft King Air 300 aircraft multi pilot training. Training shall refer to type training, refresher training or checks, as the case may be, performed by FINAA. Training provided will be conducted using the applicable FINAA training syllabus, which has been approved by the Finnish CAA. Finland is an EASA member state. The terms and conditions of this Agreement shall apply and be interpreted as applicable to training provided by FINAA to CUSTOMER.

Trainee entry requirements

CUSTOMER must meet the following requirements prior to start of training. FINAA needs copies of the licenses of all trainees latest when confirming the training order.

- valid type rating King Air 300/350
- medical class 1 or 2
- ICAO level 4 English and ability to understand, speak and write in English language

Training content

19.2.2019 from 1200-1600 training

20.2.2019 from 0800-1200 multi-pilot PC using Customer SOP

Training content is subject to minor changes, which will be agreed with CUSTOMER. If CUSTOMER is unable to achieve the required level of competency within the above program, FINAA will recommend additional training. Any additional training or additional skill tests will be at extra cost and FINAA will calculate the cost on a case basis when needed. CUSTOMER approval and payment is required before additional training will commence. No refunds are available for the training received. Base training with aircraft is NOT included.

Charges

Charge for the above training package for crew of two pilots Euro 5,500 (0% VAT)

Additional training

If there is doubt during training that the trainee pilot may not reach the needed skill level, FINAA will propose additional training. Any so agreed additional training shall be paid immediately prior to continuation of such.

Scheduling

Course start date 19-20 February 2019.

FINAA will plan the training sessions for CUSTOMER as best available and convenient. FINAA will take into consideration what is reasonable for the trainee and possible reasonable requests the trainee(s) may have. FINAA will make the final decisions regarding scheduling details. FINAA will give CUSTOMER the training start date and the estimated completion date. The final training completion date may slightly vary depending on training progress, equipment availability and similar reasons.

No training on Saturdays or Sundays.

Approvals

The Finnish Aviation Academy is an approved Flight Training Organization FIN.ATO.2007. CUSTOMER shall obtain as required approvals from its authorities for the training provided by FINAA. On request FINAA will provide copies of its ATO certificate and training equipment approval certificates. FINAA meets all applicable EASA requirements for the training being provided and its instructors and examiners are fully qualified and certified for their tasks. FINAA is not responsible for any national requirements that CUSTOMER may have, if these differ from EASA requirements, FINAA retains the right to charge for any additional costs CUSTOMER national requirements may cause, including exceptional paperwork. FINAA will not automatically obtain any national approvals for its training; such would be very exceptional and will be considered on a case basis.

Terms of payment and value added tax

CUSTOMER agrees to pay for the training to be provided a non-refundable booking fee of 20% of the total quoted price immediately upon booking the training, the balance is due for payment so that the amount is on FINAA's bank account latest 7 days prior to start of training. If the order is received close to the start date, full payment shall be made in one payment. Any additional payment, such as but not limited to extra training, is due for payment immediately upon receipt of invoice. FINAA will invoice CUSTOMER by sending the invoices as an email attachment in PDF format. If an original hard copy is required that can be mailed to CUSTOMER at CUSTOMER cost, but the payment must be processed based on the email attachment. No training will be provided without full payment.

All amounts quoted are in Euros and without Finnish value added tax (VAT), which is presently 24%. VAT is not charged if CUSTOMER provides to FINAA its company tax registration number or similar proof of its official registration status. Companies within the EU must provide the tax registration number. If such registration is not confirmed, FINAA is obliged to charge VAT on all invoices. For individuals ordering and paying the training full VAT will be charged.

Indemnification

CUSTOMER shall indemnify and hold FINAA and its employees harmless from and against all liabilities, damages or losses (including costs and expenses hereto) caused by reason of death of or injury to any employees of CUSTOMER arising out of or in connection with training under this Agreement unless caused by gross negligence or willful misconduct of FINAA or its employees. FINAA shall likewise indemnify and hold CUSTOMER and its employees harmless from and against all liabilities, damages or losses (including costs and expenses hereto) caused by reason of death of or injury to any employees of FINAA arising out of or in connection with training under this Agreement unless caused by the gross negligence or willful misconduct of CUSTOMER, its agents and employees.

FINAA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE TRAINING PROVIDED UNDER THIS AGREEMENT AND DOES NOT REPRESENT, GUARANTEE OR ENSURE THAT CUSTOMER (ITS AGENTS OR EMPLOYEES) WILL ACHIEVE A DEGREE OF PROFICIENCY NECESSARY TO QUALIFY FOR ANY TYPE RATING, PROFICIENCY CHECKS, CERTIFICATE OF STATEMENT OF FLIGHT COMPETENCY.

FINAA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR ANY COMPENSATORY, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE TRAINING RECEIVED HEREUNDER, ANY TRAINING SOFTWARE USED OR DOCUMENTS USED OR INSTRUCTION GIVEN DURING TRAINING OR FROM THE DESIGN, OPERATION, OR INSTALLATION OF THE SIMULATOR REGARDLESS OF NEGLIGENCE.

Only what is agreed in this Agreement shall apply and no past correspondence or discussions apply.

Insurances

CUSTOMER shall have valid full insurance policies for its trainees. The insurance policy shall cover all aspects of training, travel, illness, accidents etc. The extent and sum of the insurance is the sole responsibility of CUSTOMER and FINAA is in no way responsible for insuring CUSTOMER or CUSTOMER trainees.

Hotel and rental car reservations

CUSTOMER is responsible for the selection of hotel, its timely reservation and payments directly to the hotel. FINAA can assist in making the required hotel bookings on behalf of CUSTOMER. FINAA shall not be held responsible for any payments, irregularities or disputes arising in connection with hotel accommodation arrangements between

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CUSTOMER and hotel. The same applies to car rentals.

Force Majeure

FINAA shall not be responsible for any delay in or prevention of the execution of this training arising from any of the following: act of God or the public enemy, civil war, insurrection, riot, fires, floods, explosions, earthquakes, accidents, lockouts, embargo, general strike, epidemics or quarantine restrictions, material shortage, delay caused by act of government, or other causes of like character beyond the control of FINAA.

Copyright and confidentiality

CUSTOMER agrees that any documents, manuals, data, information and material of similar nature that CUSTOMER has obtained at FINAA, irrespective of the manner in which such has been received, remain the property of FINAA and that the ownership and copyright of FINAA will be fully honored. CUSTOMER shall NOT use such material in any form or manner without the specific written agreement of FINAA. CUSTOMER agrees that NONE of the training material or material obtained from FINAA will be used in CUSTOMER flight operations, the material is specifically provided only for training use.

CUSTOMER agrees that such material will not be disclosed to any third party in part or full.

We respect and protect our Customer's personal information and comply with the EU GDPR regulations. For more information on how FINAA meets the GDPR requirements please check our web site www.finaa.fi

The content of this Agreement is strictly confidential and shall not be disclosed to any third party in part or whole without the written consent of the other party.

Arbitration

The construction and legal effect of this Agreement shall be determined in accordance with Finnish law. All disputes arising in connection with this Agreement shall be finally settled by arbitration in accordance with the Finnish Arbitration Act using a single arbitrator. Arbitration shall take place in Helsinki, Finland.

Waiver or breach, partial illegality

No waiver or any breach of any provision of this Agreement between CUSTOMER and FINAA shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing and signed by both parties. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Capacity and authority to execute.

The person signing this Agreement on behalf of CUSTOMER acknowledge that he/she has read and understands this Agreement and further confirms that he/she has legal capacity and authority to enter into and perform under this Agreement without violating any laws, rights of third parties or any agreements.

CUSTOMER agrees to the above terms and conditions by signing below and returning one signed copy to FINAA.

Finnish Aviation Academy Ltd

ON BEHALF OF

Managing Director

date

HEAD OF TRAINING

ADMINISTRATIVE MANAGER

Autoritatea Aeronautică Civilă Română

GENERAL DIRECTOR

DEPUTY GENERAL DIRECTOR

HEAD OF ADMINISTRATIVE AND
FINANCIAL DEPARTMENT

HEAD OF LEGAL AND HUMAN
RESOURCE DEPARTMENT

