

**AGREEMENT No. ...., hereinafter referred to as  
the Agreement**

The Agreement was concluded in Warsaw, on ....., by and between:

**Lotnicze Pogotowie Ratunkowe** with its registered office in Warsaw, at ul. Księżycowa 5, postal code 01-934, Warsaw, entered into the National Court Register of Associations, Other Social and Professional Organisations, Foundations and Public Healthcare Establishments under no. 0000144355, maintained by the District Court for the capital city of Warsaw, XIII Commercial Department of the National Court Register, Statistical Identification Number REGON 016321074, Tax Identification Number NIP 522-25-48-391,

hereinafter referred to as

**the Awarding Entity**

represented by .....,

and

.....

hereinafter referred to as **the Contractor**

represented by

.....

**The Awarding Entity** and **the Contractor** are hereinafter jointly referred to as the Parties.

**Part A**

**GENERAL PROVISIONS**

This Agreement has been concluded following a public procurement process under open tendering no. ZZZP/...../...../2018 for 'The purchase of 2 factory-new, identical aeroplanes for the specialist medical rescue and medical transport team' for Lotnicze Pogotowie Ratunkowe and pursuant to the quotation dated .....

## **§1**

### **SUBJECT OF THE AGREEMENT**

1. The main subject of the Agreement shall be Contractor's obligation to sell and transfer and Awarding Entity's obligation to pay the Price and accept two (2) factory-new identical aeroplanes of the ..... type; said aeroplanes shall be equipped and built in accordance with the technical design specified in the quotation constituting Appendix no. 1 to this Agreement.

The detailed description of the aeroplane type and the configuration along with the systems and medical cabin equipment, particularly: avionic equipment, powerplants, landing gear, flight control systems, hydraulic system, electric system, lighting, environmental control systems, communications systems, medical systems, configuration and internal equipment of the aeroplane, cargo bay, doors, emergency systems and equipment, configuration and external and internal dimensions of the aeroplane, shall constitute Appendix no. 2 to the Agreement.

The general description of the performance and limitations of the aeroplane, in the form of an excerpt from the Flight Manual (FLM), i.e. Chapter 2 and 5 FLM the Chapter from the AFM/POH with the data relating to flight planning: climbing, en-route flight, descent, and holding, shall constitute Appendix no. 3 to the Agreement.

The Contractor represents that the technical parameters and equipment of the aeroplanes and other terms and conditions being the subject of the Agreement shall come from a quotation dated ..... submitted as part of the open tendering no. .... and are compliant with it.

The term 'factory-new aeroplane' shall be construed to mean an aeroplane which was manufactured in the validity period of the Agreement and which has not been used.

2. The Contractor represents that the aeroplanes being the subject of the Agreement shall be delivered in a configuration being covered by all necessary original airworthiness certificates required by EASA for aircraft registered in the European Union and performing specific types of flight operations requiring special, certified aviation instrumentation. Any and all significant modifications, i.e. adding, replacing or modifying the systems or equipment, performed on a given aircraft on the production line or after the original manufacturing process is over, including STC, shall be supported by a documentation describing the modification, the approval status, and shall comprise a supplement to FLM. Any and all modifications shall be approved by EASA. Every submitted modification shall be assigned an EASA STC number or a number of a different authorization. Any and all modifications, which do not have any proper authorization, shall be authorized by EASA prior to the technical acceptance of the first aeroplane.

The following documents shall constitute an integral part of the Agreement:

- a) The copy of the Type Certificate (TC) along with the Type Certificate Data Sheet (TCDS) for the aeroplane shall constitute Appendix no. 4 to the Agreement.
- b) The copy of the Type Certificate Data Sheet, Noise, (TCDSN) shall constitute Appendix no. 5 to the Agreement.
- c) The copy of the Engine Type Certificate along with the Type Certificate Data Sheet shall constitute Appendix no. 6 to the Agreement.
- d) The copy of the ETSO authorization for the auxiliary power unit, issued by EASA,

shall constitute Appendix no. 7 to the Agreement.

Any and all STCs and the documents confirming the correctness of the initial airworthiness of the aeroplanes, as specified above, shall be delivered to the Awarding Entity not later than on the day on which the technical acceptance of the first aeroplane commences.

3. The Contractor, on or before the day of the commencement of the technical acceptance of every aeroplane, shall deliver the documents allowing the Awarding Entity to receive an Airworthiness Certificate and to register the aeroplane in Poland, as per the regulations in force in Poland. The list of documents has been specified in Appendix no. 8 to the Agreement.
4. The Contractor shall submit an aeroplane livery design within thirty (30) days of the day this Agreement is signed. The aeroplane livery design shall be reviewed by the Awarding Entity within not more than fourteen (14) days of the day said design is received. If there are no comments to the design, said aeroplane livery design shall be considered accepted and become Appendix no. 9 hereto. If there are comments to the design, the Awarding Entity shall specify the manner and the deadline for their incorporation.
5. The additional subject of the Agreement, as specified in Part C, shall be Contractor's obligation to deliver and Awarding Entity's obligation to accept:
  - a) portable medical equipment specified with respect to the type and the number of the delivered devices in Appendix no. 12 hereto.
  - b) along with the first aeroplane, the records necessary to maintain continued airworthiness along with performing maintenance (Aircraft Continuing Airworthiness Records), up to the highest level of maintenance foreseen by the aeroplane, engine and other components manufacturers, except for overhauls, in accordance with Appendix no. 10 hereto. Along with the records, there shall be delivered a revision service subscription; said subscription shall be valid and active from the date of handing over the first aeroplane at least till the end of the subsequent calendar year. The Aircraft Continuing Airworthiness Records delivered with the aeroplane shall be in an electronic form, subject to the provisions of § 1 clause 5 letter d) and § 12 clause 2. The manner in which the records delivered in an electronic form have been recorded shall allow for said records to be recorded on mass data storage devices.
  - c) six (6) months prior to the handover date of the first aeroplane, the documentation containing data on operational suitability (Operational Suitability Data, OSD), in an electronic form, in accordance with Appendix no. 10 hereto,
  - d) along with each aeroplane the flight manuals, in particular: Airplane Flight Manual (AFM), Flight Manual Supplements (FMS) and Pilot's Operation Handbook (POH) and Quick Reference Handbook (QRH) or an equivalent document; the revision service that shall be in effect till the end of the operation of the aeroplanes by the Awarding Entity and shall cover the above-mentioned documents shall be included in the price of the aeroplane. The documentation specified in the previous sentence shall be submitted as ready for hand-over on the day the technical acceptance of each aeroplane commences, in the English language, in an electronic version and as a hardcopy.
  - e) six (6) months prior to the handover date of the first aeroplane, the documentation containing data on operational suitability (Operational Suitability Data, OSD), in an electronic form, with respect to:

- i. minimum training program qualifying to receive pilot qualifications on a given aeroplane type, including the specification of a given type;
    - ii. specification of the type or the version of the aeroplane and the data specific to a given type for the use of the flight crew;
    - iii. minimum training program qualifying to receive certifying staff qualifications with respect to a given aeroplane type, including the specification of a given type;
  - f) two (2) months prior to the commencement date of the technical acceptance of every aeroplane, as agreed with the Awarding Entity, the documentation allowing the Awarding Entity to obtain all Radio Licences for a given aeroplane. The list of the documentation shall be agreed upon by the Parties hereto not later than 3 months prior to the handover of the first aeroplane.
  - g) along with every aeroplane, the documentation containing the list of serialized parts and devices installed in the aeroplane, stating, respectively: catalogue numbers, serial numbers and operational limitations, if applicable, in a form of the editable electronic file.
6. The subject of the Agreement shall also cover the Contractor's obligation to:
  - a) provide training for pilots, mechanics and other persons indicated by the Awarding Entity, as specified in the Agreement;
  - b) provide training for the medical personnel, as specified in the Agreement;
  - c) deliver the tools, maintenance support equipment, and ground maintenance equipment along with additional equipment, as specified in Appendix no. 11 hereto, and provided for in the Agreement;
  - d) provide support with respect to maintenance, as provided for in the Agreement,
  - e) cover the subject of the Agreement with a warranty service, as provided for in the Agreement;
  - f) carry out the electromagnetic interference tests with respect to the medical equipment intended for use in the medical cabin and the on-board systems of the aeroplane;
  - g) deliver a list of recommended spare parts for two aeroplanes not later than three (3) months prior to the hand-over of the first aeroplane;
  - h) deliver an electronic maintenance support program or an online access to such a program under the conditions specified in the Agreement.
7. *As part of exercising the option right, within the meaning of the Act – Public Procurement Law)\*:*
  - a) *Effective the day of signing the Agreement the Awarding Entity shall purchase an additional functionality of the avionics for performing the RNP procedures with 'Radius to Fix' (RF), which shall be authorized in the AFM and referred to hereinafter as the avionics functionality, for the price:*
  - b) *The Contractor shall deliver the avionics functionality and install it in the aeroplanes constituting the subject of the Agreement on or before:*
  - c) *The Awarding Entity shall pay the Contractor for the avionics functionality, after it is installed, the amount of: ..... Within 14 days of the day a correctly issued invoice is submitted to the Awarding Entity.*
  - d) *If the deadline specified in point 7 letter b is not met, the Contractor shall pay the*

*Awarding Entity a contractual penalty in the amount of PLN 1000.00 (say: PLN one thousand) for each day of delay.*

*)\* - if the option is not exercised, the whole clause 7 shall be deleted.*

## **§2**

### **PRICES AND PAYMENT DEADLINES**

1. The Awarding Entity shall pay the Contractor for the subject of the Agreement specified in § 1 clauses 1 through 6 a total price in the amount of PLN ..... (say: .....), hereinafter referred to as the „Price”, as per the Contractor’s quotation constituting Appendix no. 1 to the Agreement.
2. The price shall include any and all taxes and charges the payment of which is borne by the Contractor.
3. To facilitate financial settlements the Parties hereto agree that the price for each aeroplane shall amount to the half of the Price.
4. The equivalent of any and all of the obligations of the Contractor under the Agreement shall be the Price specified in clause 1 hereinabove.
5. The terms and conditions of payments shall be as follows:
  - a) An advance payment in the amount of 29.375% of the Price, nonetheless, not more than PLN 31 090 200.00 (say: PLN thirty-one million, ninety thousand, two hundred), shall be payable after this Agreement is signed and after a confirmation of opening a bank guarantee or an insurance guarantee, on or before the 30th day after the Agreement is signed. The Contractor, within 3 days after the conclusion of the Agreement, shall issue and invoice in the amount of PLN ..... (say: PLN ...), whose description shall read: 'An advance payment for the purchase of 2 aeroplanes of the ..... type - for the LPR Aeroplane Transport Team' and shall submit it to the Awarding Entity.

The Contractor shall open for the benefit of the Buyer an abstract, unconditional and payable upon the first demand bank guarantee or an insurance guarantee to be issued upon the request and cost of the Contractor in the amount of ....., in order to ensure the unconditional reimbursement of the payments made in case the Contractor fails to hand over the aeroplanes in accordance with the terms and conditions set forth in the Agreement, particularly in the event of failure to meet the deadlines for handing over every aeroplane. The sole ground for the payment of the guarantee shall be a written payment request issued by the Awarding Entity, which shall not require that any other circumstances be proven or substantiated. The terms and conditions of the guarantee shall not demand that the signatures affixed to the payment request be checked for authenticity by the bank servicing the bank account of the Contractor. The validity period of the warranty shall not be shorter than sixty (60) days, as of the handover date of the second aeroplane specified in § 3 clause 1, subject to the provisions of § 7 clause 10. The bank or insurance guarantee shall be transferred to the Awarding Entity not later than 5 days after the day on which this Agreement is signed. If fourteen (14) days prior to the expiration of the guarantee the delivery of the aeroplanes is not effected, and the Awarding Entity still awaits the performance of the delivery, then the Contractor shall submit a guarantee with a validity extended by three (3) months. If the guarantee with a validity extended by three (3) months is not submitted, then the Awarding Entity shall have the right to the payment of the

guarantee and to retain the amount of the guarantee; said amount shall be accounted towards securing the paid-out advance payment.

- b) The payment of a tranche in the amount not exceeding 30.853% of the Price, nonetheless not more than PLN 41 724 800.00 (say: PLN forty-one million seven hundred twenty-four thousand eight hundred), shall take place within one year after the day on which the Agreement is signed, if the Awarding Entity ascertains, by means of checking the progress of the correct performance of the subject of the Agreement, as proven by an official memo drawn up by the Awarding Entity and submitted to the Contractor, and after the Contractor confirms that it has opened a bank or insurance guarantee, and has properly issued an invoice whose payment period is 14 days and which amounts to PLN ..... (say: PLN .....); the description of the said invoice shall read: 'A tranche for the payment of 2 aeroplanes of the ..... type - for the LPR Aeroplane Transport Team.' Five (5) business days prior to the tranche payment date the Awarding Entity shall receive an abstract, unconditional and payable upon the first demand bank or insurance guarantee, to be issued upon request and at the cost and expense of the Contractor in the amount of ....., in order to ensure the unconditional reimbursement of the payments made in case the Contractor fails to hand over the aeroplanes in accordance with the terms and conditions set forth in the Agreement, particularly in the event of failure to meet the deadlines for handing over every aeroplane. The sole ground for the payment of the guarantee shall be a written payment request issued by the Awarding Entity, which shall not require that any other circumstances be proven or substantiated. The terms and conditions of the guarantee shall not demand that the signatures affixed to the payment request be checked for authenticity by the bank servicing the bank account of the Contractor. The validity period of the warranty shall not be shorter than 60 days, as of the scheduled handover date of the second aeroplane specified in § 3 clause 1, subject to the provisions of § 7 clause 10. If fourteen (14) days prior to the expiration of the guarantee the delivery of the aeroplanes is not effected, and the Awarding Entity still awaits the performance of the delivery, then the Contractor shall submit a guarantee with a validity extended by three (3) months. If the guarantee with a validity extended by three (3) months is not submitted, then the Awarding Entity shall have the right to the payment of the guarantee and to retain the amount of the guarantee; said amount shall be accounted towards securing the paid-out advance payment.
- c) The payment of the reminder of the Price, in the amount of ..... (say: .....) for every aeroplane, shall be effected, from time to time, within 14 days of the day the Awarding Entity receives a properly issued invoice - after the Awarding Entity receives the Aeroplane Ownership Transfer Title whose template shall constitute Appendix no. 13 to the Agreement. The guarantees specified in letter a) and b) shall be released after the issuing entity receives the certified true copies of the Aeroplane Ownership Transfer Title in the amount equal to 50% of the guarantee with respect to every aeroplane handed over.
6. The Contractor shall be authorized to issue and deliver to the Awarding Entity the invoices specified in clause 5 letter c) after all of the Contractor's obligations specified in § 1 are performed, excluding the obligations specified in §14 clause 5 letter b) and §17 clause 1.
7. Any payments referred to in clause 5 letter b) and c), shall be effected pursuant to invoices properly issued by the Contractor within fourteen (14) days of the day the Awarding Entity receives an invoice.
8. Any payments shall be effected by a bank transfer into a bank account indicated from time to time by the Contractor in the invoice.

9. In the event of delay in payments the Awarding Entity shall pay the Contractor interest calculated for each day of delay in the amount of one month WIBOR interest rate per annum in force on the last day falling on the payment date of the unpaid amount.
10. Each Party hereto shall cover the costs of bank charges levied by its bank.
11. The payment day shall be deemed the day on which the Awarding Entity's bank account is debited.

### **§3**

#### **AGREEMENT PERFORMANCE DATE**

1. The Contractor shall hand over two (2) aeroplanes to the Awarding Entity:
  - a) the first aeroplane on or before May 15, 2020,
  - b) the second aeroplane on or before May 15, 2020.
2. The proof of the handover of the aeroplanes shall be the receipt by the Awarding Entity from the Contractor of the Aeroplane Ownership Transfer Title with respect to every aeroplane.
3. The Contractor shall pay a contractual penalty in the amount of PLN 2000.00 (say: PLN two thousand) for each day of delay in the handover of an aeroplane.

### **Part B**

#### **MAIN SUBJECT OF THE AGREEMENT**

### **§4**

#### **AEROPLANE**

The Contractor states that the aeroplanes are a product of the following company: ..... The Contractor represents that the approved design of the medical cabin equipment is a product of the ..... company, and the performed installation of the medical cabin equipment is a product of the ..... company.

### **§5**

#### **MEDICAL CABIN**

1. The Awarding Entity reserves the right to be consulted on the medical cabin design of the aeroplane prior to the commencement of the certification process.
2. The Contractor shall allow the representatives of the Awarding Entity at least two (2) consultations, at a mutually selected place, in order to discuss in detail the medical cabin design whilst said design is being prepared. The travel and stay costs of the consultation group of the Awarding Entity shall be borne by the Awarding Entity.
3. The date of the first consultation, as referred to in clause 2, shall be agreed upon by the Parties hereto within fourteen (14) days of the day on which this Agreement is signed. During the first consultation the Parties hereto shall agree upon the date of the next consultation. The Awarding Entity shall have the right to forgo the consultations without stating any reasons therefor.
4. The Contractor shall nominate the persons to participate in the consultations, as referred to in clause 2; said persons shall have sufficient knowledge, be available to the Awarding

Entity and accepted by it, be ready to report in particular on the progress of the medical cabin design and the production of said cabin as well as be able to receive possible comments of the Awarding Entity's representatives.

5. The Contractor shall draw up a protocol after the conducted consultations specifying, in particular, all the comments submitted by the consultation group of the Awarding Entity; said protocol shall be signed by the persons indicated by the Parties hereto.
6. The Contractor shall include in the medical cabin design any comments of the Awarding Entity included in the protocol, as specified in clause 5. The final design of the medical cabin shall be accepted by an authorized representative of the Awarding Entity. The Parties hereto shall use their best efforts to prepare a final medical cabin design which will be acceptable to the Awarding Entity.
7. The Awarding Entity, at its own cost and risk, shall deliver to the Contractor, on a date and at a location to be agreed upon by the Parties hereto, the portable medical equipment which is not subject of the delivery from the Contractor in order to instal a certified mounting in the medical cabin.
8. Not later than 12 months after the day on which the Agreement is signed the Contractor shall submit to the Awarding Entity for its approval a design of the medical cabin design that shall take into consideration the comments specified in clause 5 and 6.
9. For each commenced day of delay in submitting the medical cabin design, as specified in clause 8, the Contractor shall pay the Awarding Entity the amount of PLN 500 (PLN five hundred).

## **§6**

### **SUPERVISION OVER MANUFACTURING PROCESS**

1. The Awarding Entity reserves the right to assess the progress of the manufacturing process of individual aeroplanes and to submit its reservations. The Contractor shall allow the Awarding Entity to perform an inspection at the manufacturing location with respect to the manufacturing process of every aeroplane. Any travel and lodging costs of the persons representing the Awarding Entity shall be borne by it.
2. The Contractor shall nominate a person who shall be available to the representatives of the Awarding Entity and shall have subject matter knowledge to present, in particular, the progress of the aeroplane manufacturing process and to receive any comments submitted by the representatives of the Awarding Entity.

## **§7**

### **TECHNICAL ACCEPTANCE**

1. The Contractor shall make the aeroplanes available to the Awarding Entity for the purpose of performing a technical acceptance procedure on or before May 11, 2020. The Contractor may move forward the deadline for making the aeroplanes available for the purpose of performing a technical acceptance provided that any other obligations specified in § 1 are performed on or before this deadline.
2. The Contractor shall notify the Awarding Entity, in a manner specified in § 24 clause 10 of the Agreement, at least thirty (30) days in advance, about the date on which individual aeroplanes are going to be made available for technical acceptance.
3. The Awarding Entity shall commence the technical acceptance of an aeroplane at the location it is made available for handover, in the presence of the authorized

- representatives of the Contractor, on the day specified in the notification in which the aeroplane was made available for technical acceptance.
4. The Contractor shall make available to the Awarding Entity every aeroplane on the first day of technical acceptance onwards along with the set of documentation specified in § 1 clause 2, clause 3, clause 5 letter b), d) and g).
  5. The technical acceptance procedure of the aeroplanes shall include, *inter alia*, the acceptance of the medical cabin installed in the aeroplane. The acceptance of the medical cabin shall be construed to mean the performance of the functional tests of all systems, mountings, devices, installed medical equipment and other items allowing for the performance of the EMS missions without any limitations. The authorized and qualified representatives of the Contractor and the Awarding Entity shall perform the technical acceptance and the acceptance flight. The technical acceptance of the aeroplane shall be concluded with drawing up an Aeroplane Technical Acceptance Protocol using the template constituting Appendix no. 14 to this Agreement.
  6. The Aeroplane Technical Acceptance Protocol shall be signed by the Awarding Entity provided that the aeroplane may be found airworthy and capable of performing every instrument approach specified in the quotation, in the icing conditions specified in the approved AFM, with a crew comprising two pilots and two members of the medical crew and the patient in order to perform any EMS/MedEvac (Emergency Medical Service/Medical Evacuation) mission foreseen for the purchased aeroplanes in accordance with the applicable regulations.
  7. In the event of refusal to accept an aeroplane by the Awarding Entity due to faults, deficiencies, irregularities and incidents of non-compliance which shall not be removed during the technical acceptance process, the Awarding Entity shall immediately submit to the Contractor a note specifying the reasons for this refusal. After all of the faults are removed by the Contractor the Awarding Entity shall not be allowed to refuse to accept the aeroplane without giving grounds therefor. If the faults, deficiencies, irregularities and incidents cannot be removed within 3 days of the receipt of the notification, the Contractor shall immediately, but not later than within 21 days, remove the irregularities and notify the Awarding Entity seven (7) days in advance about the new date when the aeroplane shall be ready for acceptance; on that date the Awarding Entity shall attempt once again to perform the technical acceptance of the aeroplane.
  8. The technical acceptance of the aeroplane shall not take longer than five (5) days.
  9. The Awarding Entity shall confirm the fitness and compatibility with the Agreement of every aeroplane by issuing an Aeroplane Technical Acceptance Protocol. The Aeroplane Technical Acceptance Protocol, covering the final technical acceptance, shall relate jointly to the technical acceptance of the aeroplane and the medical cabin installed in it along with the systems and medical equipment (both fixed and portable) installed in said cabin. In the event of signing the Aeroplane Technical Acceptance Protocol with comments, the Contractor shall pay the Awarding Entity PLN 200 (say: PLN two hundred) for each day of delay concerning the deadline for removing each defect and fault, as specified in the comments to the Aeroplane Technical Acceptance Protocol.
  10. The Contractor shall not be liable to the Awarding Entity for any delay in the technical acceptance of the aeroplane due to force majeure in accordance with § 18. In such an event the deadline for the technical acceptance of the aeroplane set forth in this paragraph shall be extended by the period equal to the period of such a delay. The Contractor shall extend the warranty period by this period, as specified in §2, clause 5 letter a) and b). The Contractor shall notify in writing the Awarding Entity of any delay stating the reasons for such a delay, the number of days of delay and shall submit relevant documents substantiating said reason.
  11. If the Awarding Entity refuses to perform the aeroplane technical acceptance without valid reasons within seven (7) days from the day said acceptance is commenced, as

notified to the Awarding Entity by the Contractor in accordance with § 24 clause 10, the Awarding Entity shall pay a contractual penalty of PLN 2000.00 (say: PLN two thousand) for each day of delay.

12. The travel and stay costs of the authorized representatives of the Awarding Entity and the persons indicated by the Awarding Entity to perform the technical acceptance shall be borne by the Awarding Entity.
13. With respect to the event described in clause 7 the costs specified in clause 12 shall be borne by the Contractor.

## **§8**

### **TITLE OF OWNERSHIP**

1. The indisputable and unencumbered title of ownership to the aeroplane shall be transferred to the Awarding Entity by means of an Aeroplane Ownership Transfer Title.
2. The Aeroplane Ownership Transfer Title shall be transferred to the Awarding Entity simultaneously with the transfer of the Aeroplane Technical Acceptance Protocol to the Contractor.

## **§9**

### **AEROPLANE HANDOVER**

1. The Contractor shall transfer the aeroplane to the Awarding Entity simultaneously with the transfer of the Aeroplane Ownership Transfer Title.
2. The location where transfer shall take place shall be .....
3. The Contractor shall transfer an aeroplane which shall not log more than 15 flight hours in excess of the flight hours logged jointly in connection with test flights. For each commenced flight hour in exceedance of the required number of flights the Contractor shall pay the Awarding Entity the amount of PLN 15000.00 (say: PLN fifteen thousand).

## **§10**

### **AEROPLANE REGISTRATION**

1. The Awarding Entity shall apply to the Polish Register of Civil Aircraft to reserve the registration marks for an aeroplane within ..... months prior to the handover date of each aeroplane and shall notify the Contractor of the registration marks immediately after they are granted.
2. Not later than ..... days prior to the deadline for the Awarding Entity to apply to the Polish Register of Civil Aircraft the Contractor shall deliver to the Awarding Entity an aeroplane type certificate; said certificate shall be complete, valid as of that deadline and issued with a data sheet.

## **§11**

### **WARRANTY**

1. The periods of the warranty and the implied warranty for defects shall run as of the day the Parties hereto sign the Aeroplane Ownership Transfer Title.
2. The Contractor shall grant implied warranty for defects for 24 months.
3. The Contractor shall grant warranty for the delivered aeroplanes in accordance with the terms and conditions specified below. Any and all costs associated with fault removal under warranty, including the costs incurred in connection with transportation of parts, shall be borne by the Contractor, except for the labor costs associated in connection with the work of the Awarding Entity's personnel and test flights.
4. The Contractor shall guarantee that every delivered aeroplane and the equipment shall be factory-new and shall have the required attestation, opinions, certificates, and permits applicable as of the first day of the technical acceptance of an aeroplane.
5. The Contractor shall grant warranty with respect to the airframe structure for a period of ..... months or ..... flight hours of an aeroplane, whichever is earlier.
6. The Contractor shall grant warranty with respect to other equipment of the airframe for a period of ..... months or ..... flight hours of an aeroplane, whichever is earlier.
7. The Contractor shall grant warranty with respect to avionics for a period of ..... months or ..... flight hours of an aeroplane, whichever is earlier.
8. The Contractor shall grant warranty with respect to the engines for a period of ..... months or ..... flight hours, whilst with respect to the APU the Contractor shall grant warranty for a period of..... months of ..... operation hours, whichever is earlier.
9. The Contractor shall grant warranty for the medical cabin installed in the aeroplane for a period of thirty-six (36) months; said warranty shall run from the day the aeroplane is handed over.
10. The warranty, provided for in this paragraph, shall refer to an aeroplane and all of its parts regardless of their manufacturer, except for the components to the extent of their normal wear and tear, components damaged due to FOD, damage or faults created by improper use, neglect, exposure to improper environmental conditions or performance of incorrect maintenance, damage due to fortuitous events and accidents not resulting from Contractor's fault.
11. The Contractor shall deliver the terms and conditions of the warranties granted by the manufacturers and written statements of the authorized warranty service organizations confirming that the warranty services cover the portable medical equipment specified in Appendix no. 12 hereto. The warranty period for the incubator shall not be shorter than 12 months, and for the remainder of the portable medical equipment - not shorter than 24 months.
12. Within the warranty period, if there are any faults resulting in AOG, the Parties hereto shall act in the following manner:
  - a) The Awarding Entity, through an authorized representative of the Awarding Entity, shall notify in writing an entity indicated by the Contractor about the fault, in the form of a warranty claim sent electronically. Any and all correspondence shall be conducted in the English language. The template of the warranty claim shall be agreed upon by the Parties hereto, using a form delivered by the Contractor as a sample. Said notification shall include: the specification of the time when the fault occurred, the circumstances surrounding the occurrence of the fault, a short description of the fault and a set of maintenance data necessary upon submitting the claim.

- b) The reasons for warranty claims concerning the components, as referred to in clause 5, 6, 7, 8, 9 and 10, shall not cover the normal wear and tear of the parts. The exclusion of warranties shall also be applicable with respect to repairs and maintenance performed by the maintenance organizations without the appropriate scope of authorization granted by the Aviation Authority or with respect to any malfunction resulting from negligence or willful misconduct on the part of the Awarding Entity.
- c) If a warranty claim is rejected, the Contractor shall prove the reasons for invoking the exclusion of the warranties and justify the reason for such an exclusion in writing within 7 days after the day on which a given warranty claim is rejected.
- d) The Contractor shall ensure that it has the capability to receive the notification of the fault/malfunction from the Awarding Entity twenty-four (24) hours a day, seven (7) days a week. The contractually specified recipient of any warranty notification, through the undermentioned communications channels, shall be:

contact entity:

address of the electronic communications CHANNEL, available 24 hours a day:

- e) The Contractor reserves the right to amend the above-mentioned data and undertakes to immediately notify the Awarding Entity of any such amendment during the warranty period, as specified in § 24, clause 10. The amendment of the above-mentioned data shall become effective upon the confirmation of receipt of said notification by the Awarding Entity and shall not have to be contained in an Annex hereto.
- f) The moment when the entity indicated by the Contractor is notified of a fault shall be deemed the time when a warranty claim is sent by the Awarding Entity.
- g) The entity indicated by the Contractor shall immediately, but not later than within 4 hours after the notification is received, confirm the receipt of such a notification in the same form and the manner in which said entity has received said notification.
- h) The entity indicated by the Contractor shall immediately, but not later than within 12 hours after the notification of a fault is received, notify the Awarding Entity about the foreseen way in which actions shall be taken.
- i) The entity indicated by the Contractor shall remove the fault by repairing it or replacing the faulty part within 72 hours after the receipt of the notification of a fault sent by the Awarding Entity, subject to the provisions of clause 12 letter j), k) and l).
- j) With respect to the faults which may be removed by the maintenance organization of the Awarding Entity by replacing the parts, the Contractor or an entity indicated by the Contractor shall send, at its own cost and risk, the spare part within 48 hours after the receipt of the notification of a fault sent by the Awarding Entity.
- k) With respect to the faults which may be removed by the maintenance organization of the Awarding Entity by performing the actions indicated by the Contractor or an entity indicated by the Contractor, the Contractor or an entity indicated by the Contractor shall send the data necessary to remove the fault within 24 hours after the receipt of the notification of a fault sent by the Awarding Entity.
- l) With respect to the faults requiring the replacement of the main sub-assemblies

of the aeroplane or structural repairs, the permissible period for fault removal may be extended by not more than 7 days. The main sub-assemblies shall be construed to mean: an engine, an APU or an equivalent device, a complete landing gear strut, a wing, a stabilizer.

- m) If the deadlines specified in this paragraph are not met, for each subsequent 24 hours of delay the Contractor shall pay the Awarding Entity a contractual penalty in the amount of PLN 2000.00 (say: PLN two thousand).
- n) If the period of charging contractual penalties in the amount specified in letter m) exceeds seven (7) days, the Contractor shall, if the fault persists unabated, pay the Awarding Entity a contractual penalty in the amount of PLN 5000.00 (say: PLN five thousand) for each subsequent twenty-four (24) hours of delay.
- o) The running of the periods of time specified hereinabove shall include public holidays.
- p) Any costs relating to the delivered parts/sub-assemblies and the transportation thereof, which are incurred by the Contractor in connection with a legitimate warranty claim refusal, shall be settled by the Awarding Entity in a separate procedure.
- q) Any spare parts delivered for the aeroplanes as part of warranty activities shall have the level of wear and tear (expressed, as appropriate, in flight hours, number of cycles or calendar time) that, as a minimum, does not exceed the level of wear and tear of the part being replaced or be factory-new.

For the purposes of this Agreement it shall be assumed that an Aircraft On Ground (AOG) situation takes place if an aeroplane may not be considered airworthy for the purpose of performing any EMS/MedEvas (Emergency Medical Service/Medical Evacuation) missions in accordance with the IFR flight rules in known icing conditions, with a crew of two pilots, two medical crew members and the patient on the stretcher or in the incubator, after all rectification interval extensions, which under MMEL (Master Minimum Equipment List) approved by the EU aviation authorities the Awarding Entity is entitled to apply in its MEL (Minimum Equipment List), are exhausted.

- 13. The Contractor shall immediately notify the Awarding Entity about the foreseen deadline by which the faults shall be removed, and, particularly, about the deadline for sending the parts subject to repair or replacement; with respect to the faults referred to in clause 12 latter l) the Contractor shall send the notification 3 days in advance.
- 14. For the purposes and the scope of the warranty the Parties hereto shall assume that:
  - a) the aeroplane shall be located at the Awarding Entity's base – F. Chopin Aerodrome in Warsaw (EPWA),
  - b) if the faults occur outside the base of the Awarding Entity, but the aeroplane may continue to fly, said aeroplane shall return to the Awarding Entity's base,
  - c) if the faults occur outside the base of the Awarding Entity, but the aeroplane may not continue to fly, the period for removing the fault shall be extended by 24 hours.
- 15. With respect to the notification of the faults and malfunctions that do not meet the requirements for being qualified as AOG, the notification of the faults and the confirmation of the acceptance of the notification shall be subject to the same rules as AOG. Any and all faults shall be removed in the following manner:
  - a) Any faults which have been deferred in accordance with the MEL shall be removed by the end of the MEL deferral period. Any contractual penalties for failure to meet the above-mentioned deadline shall be identical to the ones specified in clause 12, letter m) and n).
  - b) The remaining faults shall be removed within 30 days. The Awarding Entity shall charge a contractual penalty in the amount of PLN 500.00 (say: PLN five hundred) for each day of delay in the removal of a fault.

16. The Contractor or an entity indicated by the Contractor shall immediately notify the Awarding Entity about the manner of removing the notified fault other than the AOG fault; the period for effecting the notification shall not exceed 72 hours in any case.
17. Any periods for removing warrantable faults classified as AOG, whose single removal period shall exceed five (5) days (from the moment the notification is received to the moment the airworthiness is restored), shall be summed up separately for each individual aeroplane and the warranty period of a given aeroplane shall be extended by such a period.
18. Any faults subject to being removed pursuant to the warranty, whose rectification interval shall be extended pursuant to the approved MEL of the Awarding Entity, shall be considered AOG until such time as the rectification interval allowed under MEL lapses.

## **Part C**

### **ADDITIONAL SUBJECT OF THE AGREEMENT**

#### **§ 12**

##### **DOCUMENTATION**

1. The detailed list of the items of the documentation, the deadlines for the delivery thereof and the revision service period have been specified in §1 clause 2, clause 3, clause 5 letter b), c), d), e), f) and g) and in Appendices no. 8 and 10 hereto.
2. Since the first day of the technical acceptance of the first aeroplane the Contractor shall provide the Awarding Entity, free of charge, with a concurrent access to the electronic version of the documentation for 30 users, as specified in §1 clause 5 letter b) in the English language.
3. If the above-mentioned documentation is not delivered, the Contractor shall pay the Awarding Entity PLN 100.00 (say: PLN one hundred) for each day of delay, for each undelivered document.

#### **§ 13**

##### **TOOLS AND EQUIPMENT**

1. The Contractor shall deliver to the Awarding Entity together with each delivered aeroplane a set of ground equipment consisting of:
  - a) any additional devices and/or containers for draining and taking fuel samples without introducing any contamination to the fuel;
  - b) a complete and simplest system for moving the aeroplane around the concrete apron;
  - c) a set of covers, caps, dust covers and shields for: air inlets to the engine systems, APU, static and dynamic pressure systems, ventilation and cooling systems, gas and air exhausts - protecting against contamination and accidental damage during parking and made of bright materials and marked in a visible way to attract one's attention to the need of removing them before take-off.
  - d) the necessary protections, in particular protecting the flight control systems, doors, engine reverse, static dischargers;
  - e) cargo bay equipment for stowing items in the cargo bays;
  - f) at least 10 sets of keys to aeroplane doors and cargo bays;
  - g) at least 1 set of supports for wheels allowing for blocking a wheel in both directions;
  - h) a support protecting the aeroplane tail from coming in contact with ground;
  - i) a set of adapters to lift the aeroplane;

and not later than 30 days prior to the handover of the first aeroplane the Contractor shall deliver to the address indicated by the Awarding Entity, in accordance with Incoterms 2010 – DDP (*Delivered Duty Paid*), two sets for lifting the aeroplanes - jacks along with any elements of jack sockets.

2. The Contractor shall deliver 1 set of equipment (except for the standard tools) to perform scheduled and unscheduled line and base maintenance of the airframe, engines and avionics, of the lowest and immediately higher level, as results from the flight hours logged up to 1200 FH, and as prescribed by the scheduled technical maintenance program of the manufacturer and/or aeroplane maintenance manual (including the airframe, engines and avionics) and up to the maintenance level after two (2) years of use, including, in particular:

- a) Ground power systems (e.g. Ground Power Unit),
- b) Hydraulic cart (if applicable),
- c) Battery charging device (e.g. Battery Charger),
- d) Two engine maintenance stands,
- e) One sling for removing an engine,
- f) Tire inflation cages,
- g) Avionic testers,
- h) Pitot Static Testers,
- i) Adapters for replenishing industrial gases,
- j) Adapters for pressure systems (nitrogen, air, oxygen),
- k) Adapters for hydraulic systems,
- l) Test devices for airframe elements (e.g. Steering, WoW),
- m) Computer programs for performing maintenance and tests of the systems along with adapters,
- n) Adapters for testing the fuselage pressurization system,

shall be delivered not later than 30 days prior to handing over the first aeroplane to the address indicated by the Awarding Entity, in accordance with Incoterms 2010 – DDP (*Delivered Duty Paid*).

3. With each aeroplane the Contractor shall deliver to the Awarding Entity one (1) set of devices along with software allowing for reading out and analyzing data recorded in the QAR recorders, not later than 30 days prior to handing over the first aeroplane to the address indicated by the Awarding Entity, in accordance with Incoterms 2010 – DDP (*Delivered Duty Paid*). The contents of the delivered sets have been specified in Appendix no. 11 hereto.

4. The proof of delivery with respect to two sets of lifts referred to in clause 1 and the devices, equipment and tools referred to in clause 2 and 3 shall be the Delivery Protocol to be signed by the Awarding Entity, the template of which shall constitute Appendix no. 15 hereto.

5. The list of tools and equipment to be delivered by the Contractor, as provided for in clause 1, 2 and 3, shall be specified during the Agreement signing phase and shall constitute Appendix no. 11 hereto.

6. In the event of failure to deliver the tools specified in clause 1, 2 and 3, the Awarding Entity shall charge to the Contractor, for each day of delay, a contractual penalty of PLN 500.00 (PLN five hundred) for each undelivered item.

7. If it is necessary to use a specialist tool required to perform maintenance, as specified in clause 2, as part of scheduled maintenance, which has not been delivered under this Agreement, the Contractor shall transfer the ownership title to the specialist tool to the Awarding Entity free of charge and to deliver it to the registered office of the Awarding Entity at its cost and expense, within thirty (30) days of the day on which the Awarding Entity has submitted the notification, as provided for in § 24 clause 10.

8. The Contractor, not later than 30 days prior to the deadline for handing over the first aeroplane, shall deliver to the Awarding Entity an electronic maintenance support program or an online access to such a program and to register it for the benefit of the Awarding Entity, (if necessary) and to ensure, at its cost and expense, a free-of-charge use of said program or access along with revision service and access to the maintenance system, if required, for at least the period between the day of handover of the second aeroplane and the end of the year immediately following the year in which the handover took place. The term: 'electronic maintenance support program' shall be construed to mean software or an online application for planning and managing maintenance, including scheduled and unscheduled maintenance, the so-called Maintenance Management Program or Maintenance Assistance System. The Contractor shall allow for active usage of this program by at least fifteen (15) users, with simultaneous usage of the system from at least five (5) stations. Immediately after the right and ability to use the above-mentioned program/application is obtained, but not later than within 7 days, the Contractor shall commence training of at least 10 Awarding Entity's users in the usage of 'the electronic maintenance support program' at the registered office of the Awarding Entity and shall finish the training not later than seven (7) days prior to the day on which the acceptance of the first aeroplane is to commence. The Contractor shall notify the Awarding Entity about the date the above-mentioned training is scheduled to commence seven (7) days in advance. For each day of delay in the performance of the training the Contractor shall pay a contractual penalty of PLN 1000.00 (PLN one thousand). In case it is impossible to use 'the electronic maintenance support program' for more than 48 hours, the Contractor shall pay a contractual penalty in the amount of PLN 1000.00 (say: PLN one thousand) for every subsequent, commenced 24 hours without the possibility of using the program.
9. The Contractor shall deliver to the Awarding Entity two identical sets of portable medical equipment, as specified in Appendix no. 12 to the Agreement, in the following manner:
  - a) one set not later than 30 days prior to handing over the first aeroplane, to the address indicated by the Awarding Entity, in accordance with Incoterms 2010 – DDP (*Delivered Duty Paid*);
  - b) the second set shall be delivered on the day the first aeroplane is handed over, along with the aeroplane, however, said set shall be available as of the first day of the technical acceptance of the first aeroplane in order for the Awarding Entity to perform the checks of the medical devices and the medical cabin equipment in accordance with §7 clause 5;
  - c) for each day of delay in the delivery, as specified in clause 9 letter a) and b) the Contractor shall pay the Awarding Entity a contractual penalty of PLN 500.00 (say: PLN 500.00) for each undelivered item.
10. Not later than 3 months prior to the commencement of the acceptance of the first aeroplane the Contractor shall submit to the Awarding Entity any information necessary to activate the satellite telephone service by the Awarding Entity with respect to the system installed in the aeroplanes. In case of delay in the delivery of the above-mentioned information the Contractor shall pay a contractual penalty in the amount of PLN 300.00 (PLN: say three hundred) for each day of delay.

## **Part D**

### **TRAINING**

#### **§ 14**

#### **PILOT TRAINING**

1. The Contractor shall provide, at his cost and expense, the training for eight (8) pilots of the Awarding Entity:
  - a) type training for the offered aeroplane, including six (6) take-offs and landings in the Awarding Entity's aeroplane, for each of the eight pilots;
  - b) the ATPL(A) exam if the offered type of the aeroplane requires such a licence to carry out the duties of a commander;
  - c) the OPC exam for 8 pilots, including 4 qualified to operate in either pilot's seat;
  - d) the UPRT (Upset Prevention and Recovery Training) from the left seat for 8 pilots;
  - e) the UPRT from the right seat for 4 pilots;
  - f) the above-mentioned training shall be performed in the FFS level D.
2. The training referred to in point a) shall cover: ACAS II, version 7.1, TAWS, RVSM, CDPLC, HF, and other systems with which the offered aeroplane is fitted.
3. The training and exams shall take place at an ATO in accordance with the Commission Regulation (EU) No. 965/2012 *laying down technical requirements and administrative procedures related to air operations pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council* as amended or the regulations replacing this Regulation, in relation to the commercial air transport operations and the requirements of the Commission Regulation (EU) No. 1178/2011 dated November 3, 2011 *laying down technical requirements and administrative procedures related to civil aviation aircrew pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council* as amended or the regulations replacing this Regulation, in relation to the pilots in the commercial air transport operations.
4. The pilot training shall be performed in groups, each consisting of 4 pilots.
5. The pilot training in a simulator shall begin not earlier than 3 months prior to the date on which the first aeroplane is to be handed over and shall be finished before the commencement of the Technical Acceptance of the first aeroplane. The dates of the trainings shall be agreed upon at least 2 months in advance. The 6 take-offs and landings in the aeroplane shall take place on the following dates and in the following places:
  - a) For the first 4 pilots immediately after the first aeroplane is handed over at the place where the handover is effected. The Contractor shall notify the Awarding Entity about the dates of the training at least 21 days in advance.
  - b) For 4 other pilots in Poland up to 30 days after the Aeroplane Ownership Transfer Title to the first aeroplane is transferred. The Contractor shall notify the Awarding Entity of the training dates at least 14 days in advance. The aeroplane shall be based at the F.Chopin Aerodrome in Warsaw (EPWA).
6. The Contractor shall provide the Awarding Entity with access to the electronic version of the training materials used during the pilot training as well as access to AFM/POH, QRH, WBM, Avionics User Guide and other documents supporting the pilots as soon as it is feasible after the Agreement is signed, nonetheless, not later than after six (6) months; the number of these accesses shall be eight (8). The Contractor shall provide the above-mentioned materials in the English language.

7. With respect to pilot training other than the simulator one, as part of the performance of the training, the Contractor shall cover the costs of: work, insurance, travel, lodging and subsistence of the instructors.
8. The Contractor shall pay the Awarding Entity the amount of PLN 500.00 (say: PLN five hundred) for each day of delay in the performance of the pilot training per each trainee.
9. The travel and stay costs with respect to the Awarding Entity's personnel undergoing training, as specified in this paragraph, shall be borne by the Awarding Entity.

## **§ 15**

### **MEDICAL PERSONNEL TRAINING**

1. The Contractor shall, at his cost and expense, immediately before or during the acceptance process of the first aeroplane, through an authorized representative, provide training to the medical personnel of the Awarding Entity two (2) persons with respect to the medical cabin operation, including the medical cabin equipment installed in it, in particular:
  - a) stowage of the portable medical equipment,
  - b) loading and removing the stretcher with a patient,
  - c) loading and removing the incubator,
  - d) replacement of simple consumable items,
  - e) using the electrical power system,
  - f) using the medical gases system,
  - g) using the lighting system,
  - h) using the optional equipment,
  - i) other activities relating to the operation of the medical cabin systems,
  - j) authorized manner of washing and disinfecting the inside of the medical cabin and the equipment,
  - k) aeroplane emergency egress procedures for the crew and the patient.
2. The Contractor shall, at his cost and expense, provide the training for two medical personnel groups of the Awarding Entity, in the Polish language, at the Awarding Entity's registered office, with respect to the operation of the portable medical equipment delivered by the Contractor with respect to the performance of the additional subject of the Agreement. The trainee groups shall consist of not more than ten (10) persons. The Contractor shall ensure that every trainee shall be issued with a written proof of training. The trainings shall take place on the dates agreed upon by the Parties hereto, nonetheless, not later than 1 week after the day the first aeroplane is handed over.
3. The Contractor shall pay the Awarding Entity the amount of PLN 5000.00 (say: PLN five thousand) for each day of delay in the performance of the medical training.
4. The travel and stay costs with respect to the Awarding Entity's personnel undergoing training, as specified in this paragraph, shall be borne by the Awarding Entity.

## **§ 16**

### **TECHNICAL TRAINING**

1. The Contractor shall, at his cost and expense, perform the training compliant with the requirements of the level 3 trainings in accordance with Part 66, at a certified Part 147 organization, for six (6) mechanics of the Awarding Entity. The theoretical and practical training shall cover all the systems and installations constituting the equipment of the aeroplanes being the subject of the Agreement.
2. The trainings shall cover a full scope, including the following specialties:

- a) airframe, avionics (B 1.1, B2),
- b) engine (B 1.1),
- c) APU (B 1.1),

with respect to the theoretical scope, as proven by the exams necessary to obtain the type rating entry in the licence issued in accordance with Part 66, and with respect to the practical scope, concluding with the issuance of the documents proving the accomplishment of the practical training on a given type, and with respect to the scope of line and base maintenance up to the level allowing to obtain the type certification entry in the licence issued in accordance with Part 66, in an aeroplane whose configuration shall be as similar as possible to the configuration of the aeroplanes delivered to the Awarding Party. The training for mechanics, with respect to the B1.1 and B2 level, shall be performed in two tours.

3. The Contractor shall, at his cost and expense, provide the theoretical and practical Engine Run training to three (3) mechanics of the Awarding Entity. This training shall be accomplished along with the training specified in clause 1.
4. The training for the mechanics within the scope specified in clause 3 and 4 shall take place not earlier than 3 months prior to the handover of the first aeroplane and shall be finished with respect to the training and the required practice prior to the first day of the technical acceptance of the first aeroplane. The dates of the trainings shall be agreed upon at least 2 months in advance.
5. The Contractor shall provide the Awarding Entity with 8 accesses to the training materials used during the training for the mechanics immediately after the Agreement is signed, nonetheless, not later than after six (6) months. The Contractor shall provide the above-mentioned materials in the English language. The Contractor shall agree to use the training materials free of charge solely for the own purposes of the Awarding Entity.
6. The Contractor shall, at his cost and expense, immediately before or during the technical acceptance process of the first aeroplane, through an authorized representative, provide training to one mechanic of the Awarding Entity with respect to the scheduled maintenance, typical troubleshooting with respect to equipment and systems in the medical cabin installed in the aeroplane.
7. Notwithstanding the trainings specified in § 14, 15 and 16 clauses from 1 through 4, the Contractor shall provide General Familiarization training for 6 persons indicated by the Awarding Entity; said training shall cover the aeroplane type whose configuration shall be similar to the highest possible extent to the configuration of the aeroplanes delivered to the Awarding Entity. This training shall be compliant with the requirements of Part 66 level 1 and be provided by a certified Part 147 organization at the registered office of the Awarding Entity not later than sixty (60) days prior to the commencement of the technical acceptance of the first aeroplane.
8. The travel and stay costs with respect to the Awarding Entity's personnel undergoing training and any persons indicated by the Awarding Entity, as specified in this paragraph, shall be borne by the Awarding Entity.
9. If the above-mentioned trainings are not performed on the agreed dates, the Awarding Entity shall charge a contractual penalty of PLN 500.00 (say: PLN five hundred) per every trainee to the Contractor for each day of delay in the training of the mechanics.

## **Part E**

### **§ 17**

#### **MAINTENANCE**

1. The Contractor shall, at his cost and expense, provide support for the technical personnel of the Awarding Entity, whereby a mechanic or mechanics of the Part 145 organization with a valid Part 66 licence of the B1 and B2 category relating to the type of the delivered aeroplane or equivalent shall be present. The above-mentioned support shall be provided by the Contractor for 60 days. The support period shall not include the period when both aeroplanes are parked at the same time, and with respect to the delivery of only the first aeroplane, the period when the aeroplane is parked for the purpose of removing warrantable faults. The mechanic shall be present on every business day for at least 4 hours and immediately upon being summoned by telephone if it is necessary to perform unscheduled or scheduled maintenance of the aeroplane.
2. If the expert specified in clause 1 fails to arrive within the time limit agreed upon by the Parties hereto, the Awarding Entity shall charge PLN 2000.00 (say: PLN two thousand) to the Contractor for every day of the delay.
3. The Contractor represents that the Part 145 Maintenance Organization of the Awarding Entity shall be entitled to perform scheduled and unscheduled maintenance of the aeroplane without affecting any of the warranties granted, if a given maintenance activity is included in the scope of work of this organization and the conditions specified in the regulations and approved manuals are being adhered to.
4. The Contractor, throughout the whole period of operation of the aeroplanes by the Awarding Entity, shall provide within the process of fault removal, a specialist engineering support. The Contractor shall provide the possibility to consult the expert technical personnel of the aeroplane manufacturer using the following communication channels:

contact entity:.....

address of the electronic CHANNEL:.....

telephone number:.....

available on the following days:..... from..... through .....

### **§ 18**

#### **FORCE MAJEURE**

1. The Contractor shall not be liable for any delay in the performance of the Agreement due to an instance of force majeure. Force majeure shall be construed by the Parties hereto to mean any event that could not have been foreseen upon signing the Agreement, was independent of the will of the Party invoking such an event, and over which said Party had no control and which could not have been prevented by it. Force majeure shall comprise in particular: disasters, catastrophes, military mobilization, embargo, border closures preventing the Agreement from being completely or partially fulfilled due to reasons outside of the Contractor's control.
2. Subject to the loss of right to invoke an event of Force Majeure, the Party suffering from such an event shall immediately notify the other Party of this event, specify the estimated duration of the obstacle to the performance of the Agreement, and describe precisely the instance of Force majeure. The Parties hereto shall undertake immediate actions in order to specify the manner of resolving the situation and fulfilling the provisions of the Agreement.

## **§ 19**

### **SUBCONTRACTORS**

1. Pursuant to the representation in the quotation the Contractor may subcontract the performance of the following part of the Agreement to a subcontractor or subcontractors:

Part of the order	Name (business name) of the contractor

2. Where a subcontractor is commissioned to perform a part of the order, the content of Contractor's obligations towards the Awarding Entity with respect to the performance of said part shall not be affected.
3. The Contractor shall be liable for any actions and omissions of its subcontractor to the same extent it is liable for its own actions and omissions.
4. Pursuant to Article 36b clause 2 of the Act – Public Procurement Law, if a change of or resignation from a subcontractor refers to an entity on whose resources the Contractor relied upon under rules specified in Article 22a clause 1 of the above-mentioned Act in order to demonstrate the fulfilment of conditions for participation in the procedure, the Contractor shall be obliged to demonstrate to the Awarding Entity that another proposed subcontractor or Contractor alone fulfils the requirements at least to the extent required within the above-mentioned procedure.

## **§ 20**

### **PERFORMANCE BOND**

1. The Contractor has paid the performance bond in the amount of 3% (say: three per cent) of the Price, i.e. PLN ..... (say PLN: .....) in the form of .....
2. During the performance of the Agreement the Contractor may change the form of the performance bond to a form or a few forms provided for in § 148 clause 1 of the Act dated January 29th, 2004 – Public Procurement Law. Any change to the form of the performance bond shall not entail any interruption in the continuity of the performance bond coverage or decrease in the amount thereof.
3. Any performance bond in a pecuniary form shall be paid by the Contractor by bank transfer into a bank account indicated by the Awarding Entity. The date of the payment of the performance bond in a pecuniary form shall be the date when the bank account indicated in the first sentence of this clause is credited.
4. The Awarding Entity shall return a part of the performance bond provided for in clause 1 hereto within thirty (30) days of the day the last obligation under this Agreement is properly performed, in particular after the obligations specified in §14 clause 5 letter b) and §17 clause 1 are performed. The amount kept as security for implied warranty for defects shall amount to 30% (say: thirty per cent) of the amount of the performance bond and shall be returned on or before the fifteenth (15) day after the expiry of the period of implied warranty for defects.
5. Where a performance bond which was not paid in a pecuniary form expires prior to the handover of the aeroplanes, expiration of the warranty period or the expiration of the

period of implied warranty for defects, the Contractor shall provide an appropriate annex or a new bond, chosen from the ones specified in § 148 clause 1 of the Act dated January 29th, 2004 – Public Procurement Law or pay the required bond in a pecuniary form not later than 14 (fourteen) days prior to the expiration of such a bond.

6. If fourteen (14) days prior to the expiration of the period of performance bond validity, as specified in clause 5, said performance bond is not extended, then the Awarding Entity shall have the right to the payment of the bond, as provided for in clause 1.

## **§ 21**

### **WITHDRAWAL FROM THE AGREEMENT**

1. The Awarding Entity shall have a discretionary right to withdraw from the Agreement in full or in part with immediate effect during the whole term of the Agreement within thirty (30) days of the Awarding Entity becoming aware that:
  - a) the production process is not advanced enough, which shall be established pursuant to the provisions of § 6 hereto, thus making it probable that the Agreement performance deadline shall not be met, as provided for in § 3, provided that the Awarding Entity first requests the Contractor in writing to properly perform the contractual obligations within a time limit set by the Awarding Entity.;
  - b) the Contractor has exceeded the time limits for the performance of the subject of the Agreement, as provided for herein, by more than 60 days, provided that the Awarding Entity first requests the Contractor in writing to perform the contractual obligations within a time limit set by the Awarding Entity. In case of partial withdrawal from the Agreement, the Contractor shall have the right to demand solely the payment owed to it for the performed part of the Agreement; the performed part shall be construed to mean at least a complete delivery of an aeroplane by the Contractor;
  - c) the Contractor has lost the permits/authorizations necessary to perform this Agreement;
  - d) a liquidation procedure has been opened with respect to the Contractor;
  - e) Contractor's property has been seized to an extent preventing the Contractor from performing this Agreement;

The Contractor shall notify the Awarding Entity immediately, i.e. within twenty-four (24) hours, if any of the circumstances specified in letters c), d) and e), respectively, arise.

2. The Awarding Entity shall have the right to withdraw from the Agreement during the whole term hereof, if there are any material changes in circumstances due to which the performance of the Agreement is not in the public interest, provided that said changes could not have been foreseen upon signing the Agreement, or if further performance of the Agreement may be against the material interest of state security or public security. In the event referred to in the first sentence, the Contractor shall have the right to demand solely the payment owed to it for the performed part of the Agreement; the Parties hereto agree that a performed part of the Agreement shall be deemed to mean the part as defined in clause 1 letter b) hereinabove.
3. The Awarding Entity, within not more than three (3) days after the lapse of the time limit set forth in clause 1 letter a) hereinabove shall request the Contractor to perform the contractual obligations within a time limit indicated by the Awarding Entity; said time limit shall not exceed seven (7) days.
4. Notwithstanding the provisions of clause 1 and 2 the Awarding Entity shall have the right to withdraw from the Agreement if:
  - a) The Contractor fails to meet the deadlines concerning the performance of any of

the obligations specified in § 1 clause 2 and 3. The Awarding Entity, within not more than three (3) days after the lapse of the time limit set forth in § 1 clause 2 and 3 hereinabove shall request the Contractor to perform the contractual obligations within a time limit indicated by the Awarding Entity; said time limit shall not be shorter than (3) days. After the time limit indicated by the Awarding Entity lapses, the Awarding Entity may withdraw from the Agreement.

- b) Lack of performance or improper performance of any of the provisions of the Agreement by the Contractor. The withdrawal from the Agreement shall be preceded by the Awarding Entity ordering the Contractor to properly perform the Agreement within a time limit indicated by the Awarding Entity; said time limit shall not be shorter than seven (7) days. After the time limit set by the Awarding Entity lapses, the Awarding Entity shall have the right to withdraw from the Agreement.
5. If any of the circumstances under clause 1 hereinabove arise, the Contractor shall pay the Awarding Entity the amount equal to 6% of the Price.
  6. Any withdrawal from the Agreement shall be in writing and have substantiation. Moreover, the withdrawal shall be sent via an email to Contractor's address.
  7. The Contractor, in the event of:
    - a) failure or refusal to accept the aeroplane, due to reasons attributable to the Awarding Entity within 30 days of the specified date of aeroplane handover,
    - b) failure to effect a payment by the Awarding Entity within 30 days of the date specified in § 2, clause 5, letter a), b) and c).

may withdraw from the Agreement, provided that the Contractor first notifies the Awarding Entity thereof. If the Contractor withdraws from the Agreement due to the reasons specified in the previous sentence, the Contractor shall have the right to demand that the Awarding Entity pay a contractual penalty equal to 6 % (say: six percent) of the Price and shall reimburse to the Awarding Entity any amounts previously paid to the Contractor.

## **§ 22**

### **AMENDMENTS TO THE AGREEMENT**

1. The Parties hereto agree, as per Article 144 of the Act - Public Procurement Law, that any material amendments to the Agreement may be effected subject to the rules and conditions set forth in this paragraph.
2. The Awarding Entity shall allow the following amendments to the Agreement:
  - a) resulting from the degree to which the budgetary means are used and the deadlines for spending thereof,
  - b) resulting from the changes to the law covering the taxes and custom duties,
  - c) resulting from any changes to the personal data of the Contractor (e.g. change of the registered office, address, name of the entity) arising in connection with an internal reorganization of the business activity, or subjective transformation on the part of the Contractor e.g. through general succession;
  - d) resulting from the changes in the applicable law pertaining to the subject and the terms and conditions of the Agreement and the changes in the legal or factual position of the Contractor and/or the Awarding Entity resulting in the inability to perform the subject of the Agreement;
  - e) resulting from an excused event (other than 'force majeure'), which may cause a glaring loss not foreseen by the Parties hereto upon signing this Agreement;
  - f) with respect to the changes in the technical design of the subject of the order which do not influence the subject of the order in a significant manner, and which result from the need to adjust said design to the current requirements of the Awarding Entity, and which do not influence the Price;

- g) with respect to the changes in the technical design of the subject of the order resulting from the technical progress, modernization of the subject of the order by the manufacturer thereof and the need to adjust the subject of the order to the changing requirements of the Awarding Entity pursuant to the applicable provisions of the law;
  - h) with respect to the Agreement completion date due to technical reasons which could not have been foreseen by the Contractor or the Awarding Entity upon signing the Agreement;
  - i) with respect to the Agreement completion date due to the reasons outside the control of the Contractor; said Contractor shall be liable for the actions and omissions of the sub-contractors to the same extent it is liable for its own actions and omissions;
  - j) with respect to the deadline for submitting the design of the medical cabin if it is necessary to introduce changes to the design of the medical cabin requested by the Awarding Entity provided that said changes are submitted after four months following the day the Agreement is signed; by two (2) months;
  - k) with respect to the technical acceptance of the aeroplane, if any of the circumstances specified in clause 2 letter a) - j) arise;
  - l) with respect to the deadline for aeroplane handover if any of the circumstances specified in clause 2 letter a) - j) arise;
  - m) with respect to the number of pilots, medical personnel, mechanics or engineers of the Awarding Entity undergoing training pursuant to the Agreement as part of the total value of the Agreement, resulting from the circumstances which the Awarding Entity could not have foreseen upon signing the Agreement;
  - n) with respect to the terms and conditions of the Agreement resulting from the amendments to the applicable provisions of the law pertaining to the performance of the Agreement;
  - o) with respect to the Agreement completion deadlines specified in the Agreement due to any reasons which the Contractor or the Awarding Entity could not have foreseen on the day the Agreement was signed; the final day of the Agreement completion shall not be later than December 16, 2020;
  - p) with respect to the scope of the delivered documentation, as specified in § 1 and in Appendix no.10 to the Agreement, resulting from objective needs of the Awarding Entity or any needs which the Awarding Entity or the Contractor could not have foreseen upon signing the Agreement, without any need to conclude an annex to the Agreement;
  - q) with respect to the rules of communication in relation to the removal under warranty of the faults developed by the main aeroplane components which have not been manufactured by the aeroplane manufacturer, provided that the rules for removing faults specified in §11 are complied with.
3. Any items constituting the subject of the order, as specified in § 1, may be replaced, if agreed upon by the Awarding Entity, with any items of higher functional standard meeting all requirements specified in the subject of the order, constituting an integral part of the Contractor's quotation, provided it does not influence the Price of the Agreement.
  4. Any and all amendments to the Agreement shall be made pursuant to a request submitted by the Awarding Entity or the Contractor and are conditional upon the consent of both Parties hereto.
  5. Any and all amendments to the Agreement, aside from the amendments set forth in clause 3 letter p), shall be made in writing or else shall be null and void.

## § 23

### EFFECTIVE DATE

This Agreement shall become effective upon signature by the Parties.

## § 24

### FINAL PROVISIONS

1. The Contractor and the Awarding Entity represent and warrant each other that each one of them has the capacity and right to sign the Agreement.
2. Any rights, privileges and obligations of the Parties hereto shall not be ceded or transferred to a Third Party without prior consent of the other Party. Nonetheless, the Contractor shall not refuse its consent to transfer the rights, privileges and obligations specified herein to the legal successor of the Awarding Entity.
3. **The Contractor** represents that it is familiar with the fact that the contents of this Agreement, particularly the subject of the Agreement and the amount of the remuneration, shall constitute public information within the meaning of Article 1 clause 1 of the Act dated September 6, 2001 *on Access to Public Information* (i.e. Journal of Laws dated 2016, item 922 as amended), the access to which shall be provided as specified in this Agreement, subject to clause 4.
4. **The Contractor** shall, upon processing personal data, apply the provisions of the Act of August 29, 1997 *on Personal Data Protection* (i.e. Journal of Laws dated 2016 r. item 922 as amended).
5. **The Contractor** shall agree to provide access, as provided for in the Act of August 29, 1997 *on Personal Data Protection* (i.e. Journal of Laws dated 2016 item 922 as amended), to any personal data pertaining to it and included in this Agreement, whose scope shall cover its name and surname, and in case of business activity, the business name as well.
6. This Agreement shall be governed by the Polish law. The Agreement has been drawn up in the Polish language and this language shall be used to interpret the provisions of the Agreement. In the event of a dispute relating to the performance of the Agreement, the Parties hereto shall use their best efforts to settle said dispute in an amicable manner.
7. The court having jurisdiction over the settlement of any disputes under this Agreement shall be the court having jurisdiction over Awarding Entity's registered office.
8. This Agreement shall be binding upon the Parties, their legal successors and authorized entities.
9. Any waiver of any rights specified herein shall be ineffective, unless in writing. Any waiver of a right herein shall not be construed as waiver of any other rights herein.
10. Any correspondence between the Parties hereto shall be done in writing using emails.
11. Contact details of the **Parties** hereto:
  - a. **Buyer:**  
e- mail address: flotaems@lpr.com.pl
  - b. **Seller:**  
e- mail address:
12. The following persons shall be responsible for the performance of the Agreement:
  - a. on the part of the **Buyer:** ..... telephone number + 48 22 22 99 931
  - b. on the part of the **Seller:** ..... telephone number +
13. The Contractor shall immediately, but not later than 6 months prior to the handover day of the first aeroplane, notify the Awarding Entity in writing whether the performance of

the Agreement entails the delivery of goods of strategic importance, as referred to in Article 3 point 3 of the Act dated November 29, 2000 *on Trade with Foreign Countries in Goods, Technology and Services of Strategic Importance to the Security of the Country, and to Upholding International Peace and Security with Foreign Countries* (Journal of Laws 2017.1050 consolidated text), hereinafter referred to as the Agreement; moreover, the Contractor shall submit a list of such goods.

14. Any data referred to in clause 13, aside from the list of the goods, shall have the goods control number assigned in accordance with:
  - The Regulation of the Minister of Entrepreneurship and Technology dated February 28, 2018 on the list of armament which may be traded in only if *a permit is issued* (Journal of Laws 2018 item 482) – for armament;
  - The Council Regulation (EC) no. 428/2009 dated May 5, 2009 *setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items* (Journal of Laws of EU 2009 r. L134/1 as amended) – for dual-use items.
15. The Contractor shall immediately notify the Awarding Entity if there are any changes to the transmitted data, as specified in clause 13 and 14.
16. In the event whereby any of the provisions of the Agreement becomes invalid due to any reason, the remaining part of the Agreement remains valid and fully binding, provided that the parts hereof which remain in force do not infringe upon an essential interest of the Party hereto. In the event an interest of the Party hereto is infringed upon due to the provisions hereof being severed, the Parties hereto shall strive to agree upon replacement provisions.
17. If there are delays exceeding 14 days in the performance of the obligations specified in §14 clause 5 letter b) and/or §17 clause 1 the Awarding Entity shall have the right to discharge the above-mentioned obligations on its own and to charge the incurred costs to the Contractor. The completion of the performance of the obligation specified in §14 clause 5 letter b) and the commencement of the performance of the obligation specified in §17 clause 1 shall end the period of charging contractual penalties.
18. The Awarding Entity shall be allowed to assert claims under general principles of civil law in exceedance of the contractual penalties charged to the Contractor.
19. The Agreement may be disclosed to Third Parties pursuant to the rules set forth in the Act of January 29th, 2004 – Public Procurement Law (Journal of Laws dated 2015, No. 5, item 2164, as amended) and the provisions hereof.
20. This Agreement has been drawn up in four (4) counterparts, with three (3) copies for the Awarding Entity and one (1) copy for the Contractor.

#### **APPENDICES TO THE AGREEMENT CONSTITUTING AN INTEGRAL PART HEREOF**

- Appendix no. 1 – Contractor's quotation.
- Appendix no. 2 – Detailed description of the aeroplane type and configuration.
- Appendix no. 3 – Excerpt from the Flight Manual (FLM), i.e. Chapter 2 and 5 FLM and the Chapter from the AFM/POH with the data relating to flight planning: climbing, en-route flight, descent, and holding.
- Appendix no. 4 – Copy of the EASA Aeroplane Type Certificate together with Type Certificate Data Sheet.
- Appendix no. 5 - The copy of the Type Certificate Data Sheet, Noise, (TCDSN).
- Appendix no. 6 - Copy of the engine type EASA Certificate together with Type Certificate Data Sheet.
- Appendix no. 7 - Copy of the ETSO authorization for the APU issued by EASA.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail. The translation into the English language is a supportive material.*

- Appendix no. 8 - List of documents allowing the Awarding Entity to receive an Airworthiness Certificate and to register the aeroplane in Poland.
- Appendix no. 9 - Aeroplane livery design.
- Appendix no. 10 - List of records necessary to maintain continued airworthiness along with performing maintenance (Aircraft Continuing Airworthiness Records), up to the highest level of maintenance foreseen by the aeroplane, engine and other components manufacturers, except for overhauls.
- Appendix no. 11 - List of tools and maintenance support equipment as well as ground maintenance equipment and auxiliary equipment.
- Appendix no. 12 - Detailed list of the portable medical equipment delivered as part of the Agreement.
- Appendix no. 13 - Template of the Aeroplane Ownership Transfer Title.
- Appendix no. 14 - Template of the Aeroplane Technical Acceptance Protocol.
- Appendix no. 15 - Template of the Delivery Protocol.
- Appendix no. 16 - List of the medical equipment to lend to the Contractor by the Awarding Entity to perform tests and checks.

### **SIGNATURES**

**The Awarding Entity**

**The Contractor**

.....

.....

Surname

Surname

.....

.....

Position

Position

.....

.....

Signature

Signature

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 1 – Contractor's quotation.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 2 – Detailed description of the aeroplane type and configuration.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 3 – Excerpt from the Flight Manual (FLM), i.e. Chapter 2 and 5 FLM and the Chapter from the AFM/POH with the data relating to flight planning: climbing, en-route flight, descent, and holding.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 4 – Copy of the EASA Aeroplane Type Certificate together with Type Certificate Data Sheet.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 5 - The copy of the Type Certificate Data Sheet, Noise, (TCDSN).

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 6 - Copy of the engine type EASA Certificate together with Type Certificate Data Sheet.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 7 - Copy of the ETSO authorization for the APU issued by EASA.

Appendix no. 8 - List of documents allowing the Awarding Entity to receive an Airworthiness Certificate and to register the aeroplane in Poland.

For every aeroplane the Contractor shall deliver the documents meeting the following requirements:

- *With respect to aircraft manufactured in the European Union (EU) it shall be necessary to submit a Statement of Conformity, on the EASA Form 52, issued in accordance with Part 21A.163(b) or issued in accordance with Part 21A.130 (Part 21 constitutes an appendix to the Commission Regulation (EU) 748/2012 of 3 August 2012 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations) and confirmed by the relevant Aviation Authority.*
- *With respect to aircraft manufactured outside the European Union it shall be necessary to submit an Export Certificate of Airworthiness issued by the Aviation Authority of the country of the manufacturer (C of A/Export C of A/ Statement of Conformity).*
- *List of all design changes introduced in an aeroplane/engines/APU (List of each Design Change (e.g. STC, EO, EB, FAA Form 337, ...) embodied on the Aircraft/Engines - There must be established an EASA approval/acceptance procedure with respect to each design change except for the automatically accepted ones via EASA Executive Director decisions.*
- *Electrical Load Analysis*
- *Aircraft/Engine/APU log books and component log cards*
- *Aircraft Weighing Report*
- *Flight Test Report and a copy of manufacturers Flight Test completion declaration*
- *List of Manufacturing Concessions /Deviations, if any*
- *Cabin Configuration Control - Copy of configuration drawing (LOPA)*
- *Avionics Equipment List*
- *Transponder Mode S - Verification of Mode S code. Mode S Code programmed and checked*
- *ELT Code - Verification of ELT code. ELT Code programmed and checked*
- *FDR / CVR Compliance Statement - FDR required parameter verification and CVR recording performance*
- *List of Derogations, Waivers and Exemptions from the TC - Must be authorised in writing by EASA*
- *Compass Check Certificate*
- *List of Placards and Markings - in accordance with TCDS, AMM chapter 11, AFM and/or national regulations*
- *List of all serialized parts and devices installed in the aeroplane, said list shall provide the following data, respectively: catalogue numbers, serial numbers and Component Life Limit Status, if applicable, and shall be provided in the form of an editable electronic file.*
- *Airworthiness Directives Status Report*
- *Modification Status Report*
- *Repair and Damage Records (Major repairs previously embodied, including approval status, records containing unrepaired damages), if any*
- *Air Data (Pitot / Static) System - Leakage Test*
- *RVSM Compliance Statement*
- *A/C PBN Status Statement*
- *Emergency Equipment List and Location*

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

- *Equipment List - (P/N, S/N, Soft- & Hardware Mods)*
- *Pattern of Passenger Briefing Cards*

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 9 - Aeroplane livery design.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail. The translation into the English language is a supportive material.*

Appendix no. 10 - List of records necessary to maintain continued airworthiness along with performing maintenance (Aircraft Continuing Airworthiness Records), up to the highest level of maintenance foreseen by the aeroplane, engine and other components manufacturers, except for overhauls

Deadline A – the delivery of the documentation shall be performed not later than 6 months prior to the deadline for the hand-over of the first aeroplane.

Deadline B – the delivery of the documentation shall be performed along with the hand-over of the first aeroplane.

<i>No.</i>	<i>Name of the documentation</i>	<i>Deadline A</i>	<i>Deadline B</i>
1.	Instructions of Continuing Airworthiness of an aircraft, which may be, in particular, a part of the documents of the following types: Maintenance Review Board Report and Maintenance Planning Document and/or Maintenance Manual and/or Service Life & Time Limits Manual and/or Certification Maintenance Requirement Document,	YES	YES
2.	A set of Service Bulletins (SB), mandatory and alert service bulletins (ASB, EASB, etc.), service letters, service information bulletins and aircraft tool information bulletins.	NO	YES
3.	Illustrated Parts Catalog (IPC) of the aeroplane;	NO	YES
4.	Fault Isolation Manual (FIM);	NO	YES
5.	Airplane Flight Manual – AFM and Pilots Operating Manual/Owners Manual (if applicable) along with Flight Manual Supplements (FMS);	YES	YES
6.	Other manuals necessary to perform flight operations, in particular, documents such as: Quick Reference Handbook (QRH), Configuration Deviation List (CDL);	YES	YES
7.	Master Minimum Equipment List (MMEL);	YES	YES
8.	Aircraft Weight and Balance Manual (WBM);	YES	YES
9.	Structure Repair Manual (SRM);	NO	YES
10.	Non-Destructive Testing Manual (NDT);	NO	YES
11.	Corrosion Prevention and Control Program (CPCP);	YES	YES
12.	Instructions of Continuing Airworthiness of the engines, in particular: the Engine Maintenance Manual and Engine Illustrated Parts Cataloge or equivalent manuals;	YES	YES
13.	A set of Service Bulletins (SB), mandatory and alert service bulletins (ASB, EASB, etc.), service letters, service information bulletins and engine tool information bulletins.	NO	YES

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail. The translation into the English language is a supportive material.*

<i>No.</i>	<i>Name of the documentation</i>	<i>Deadline A</i>	<i>Deadline B</i>
14.	Instructions of Continuing Airworthiness of the Auxiliary Power Unit (APU) or an equivalent system, including, in particular: the Maintenance Manual and the Illustrated Parts Catalogue or equivalent manuals;	YES	YES
15.	A set of Service Bulletins (SB), mandatory and alert service bulletins (ASB, EASB, etc.), service letters, service information bulletins and APU tool information bulletins – for the Auxiliary Power Unit or an equivalent system.	NO	YES
16.	Component Maintenance Manuals for the maintenance of the subassemblies and parts with respect to which there are tasks specified in the continued airworthiness documentation, but the procedures for said tasks have not been specified in said continuous airworthiness documentation;	NO	YES
17.	Instructions of Continuing Airworthiness (ICA) for the modifications performed in the aeroplanes prior to the delivery if the description of the procedures for continuing airworthiness has not been included in the manuals concerning the aeroplane, engine or the components;	YES	YES
18.	Flight manual with respect to the modifications introduced (e.g. as Supplements to the Flight Manual);	YES	YES
19.	Service Bulletins and Service Letters, service information, tool information bulletins concerning the modifications performed.	NO	YES

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 11 - List of tools and maintenance support equipment as well as ground maintenance equipment and auxiliary equipment.

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 12 - Specification of the portable medical equipment delivered as part of the Agreement.

Lp. No.	Techniczne lub komercyjne oznakowanie  <i>Technical or commercial designation</i>	Nazwa urządzenia  <i>Name of the device</i>	Ilość  <i>Quantity</i>	Uwagi  <i>Remarks</i>	Masa [kg]  <i>Weight [kg]</i>	Masa brutto [kg]  <i>Gross weight [kg]</i>
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Appendix no. 13 - Template of the Aeroplane Ownership Transfer Title.

**TYTUŁ PRZENIESIENIA WŁASNOŚCI SAMOLOTU**  
**DEED OF AIRCRAFT OWNERSHIP TRANSFER**

Zgodnie z wszelką wiedzą tu obecnych, poniżej podpisany ..... działający na podstawie ..... prawa, jest właścicielem pełnego prawa i tytułu do niniejszego Samolotu:

*To the best knowledge of those here present, the undersigned ..... a company established under ..... law, is the owner of the full legal and beneficial title of the following Aircraft:*

Producent Samolotu:

*(Manufacturer of Aircraft)*

.....

Producent silników

*(Manufacturer of the engines)*

.....

Typ/Model/Wariant:

*(Type/Model/Variant)*

.....

Typ/Model/Wariant:

*(Type/Model/Variant)*

.....

Seryjny Numer Producenta:

*(Manufacturer Serial Number)*

Samolot: **TBD**

*Aircraft: TBD*

Seryjny Numer Producenta:

*(Manufacturer Serial Numbers)*

Lewy Silnik: **TBD**

*LH Engine: TBD*

Prawy Silnik: **TBD**

*RH Engine: TBD*

Znaki rejestracyjne: **SP-....X....**

*Registration Marks: SP-....X....*

Tytuł do wymienionego Samolotu jest wolny od zastawów, hipotek, opłat i obciążeń.

*The ownership title to the aforementioned Aircraft is not subject to any liens, mortgages, fees or other encumbrances.*

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

..... z siedzibą w .....  
sprzedaje, przekazuje i oddaje wszystkie powyżej opisane prawa oraz tytuł do opisanego  
powyżej Samolotu łącznie z całym zainstalowanym wyposażeniem **Lotniczemu Pogotowiu  
Ratunkowemu, z siedzibą przy ul. Księżycowej 5, 01-934 Warszawa** i jego następcom  
oraz oświadcza, że niniejszy Samolot zostanie zarejestrowany jako własność **Lotniczego  
Pogotowia Ratunkowego**.

..... *with its seat at*  
..... *sells, grants, transfers and*  
*delivers all of its above described rights and title to the aforementioned Aircraft together with*  
*all equipment installed therein to **Lotnicze Pogotowie Ratunkowe, with its seat at ul.***  
***Księżycowa 5, 01-934 Warszawa** and to its successors and assigns forever, and declares*  
*that said Aircraft shall be registered as the property of the **Lotnicze Pogotowie***  
***Ratunkowe**.*

Na poświadczenie powyższego niniejszy dokument został podpisany przez upoważnioną osobę.

*In witness whereof the present document has been executed by a duly authorized person.*

W imieniu .....

*On behalf of.....*

Imię i nazwisko: *(Name):* .....

Stanowisko: *(Title):* .....

Podpis: *(Signature:)* .....

....., dnia .....

....., *on* .....

Kupujący kwituje niniejszym odbiór dokumentu potwierdzającego przeniesienie własności.

*The Buyer hereby confirms the receipt of the document attesting the transfer of ownership.*

W imieniu Kupującego

*On behalf of the Buyer*

Imię i nazwisko: *(Name):* .....

Stanowisko: *(Title):* .....

Podpis: *(Signature:)* .....

....., dnia .....

....., *on* .....

Appendix no. 14 - Template of the Aeroplane Technical Acceptance Protocol.

PROTOKÓŁ ODBIORU TECHNICZNEGO SAMOLOTU - WZÓR

*AIRCRAFT TECHNICAL ACCEPTANCE REPORT - TEMPLATE*

Zgodnie z Umową sprzedaży ..... ("Umowa") z dnia ..... r. zawartą pomiędzy . . .  
 („Kupujący”) a ... („Sprzedawca”), reprezentujący Kupującego niniejszym zaświadcza, że:

*Pursuant to the Purchase Agreement ..... ("Agreement") of ....., concluded between .....  
 ("the Buyer") on the one hand and ... ("the Seller") on the other, the Buyer's representative hereby  
 confirms that:*

1. Kupujący dokonał odbioru technicznego Samolotu:

*The Buyer has performed the technical acceptance of the Aircraft:*

Samolot (*Aircraft*): .....

Fabryczny Numer Seryjny (*MSN*): .....

po zakończonym procesie produkcyjnym, w pełni wyposażonego i gotowego do lotu,  
przygotowanego do przekazania dla Kupującego.

*after completion of the production process, completely equipped and ready for flying, prepared  
for transference to the Buyer.*

2. Kupujący stwierdził, że stan techniczny Samolotu, wszystkich instalacji, wyposażenia  
medycznego, dodatkowego oraz usuwalnego został sprawdzony i jest zgodny z dokumentacją  
przedstawioną przez Sprzedawcę oraz spełnia funkcje, do których został zaprojektowany z  
zastrzeżeniem ewentualnych uwag wykazanych w treści niniejszego protokołu.

*The Buyer has ascertained that the technical condition of the Aircraft, all installations, medical  
equipment, additional and removable equipment has been checked and conforms to the  
documentation presented by the Seller and provides the functions for which it was designed,  
subject to any notices reported in the content of this Protocol.*

3. Kupujący zaakceptował przedstawione wyniki sprawdzenia Samolotu w locie, wykonane przez  
upoważnionych pilotów Sprzedawcy w celu kontroli funkcjonowania wyposażenia samolotu i  
zgodności z wymogami przepisów lotniczych.

*The Buyer has accepted the presented results of Aircraft flight performed by pilots authorized by  
the Seller in order to verify the correct functioning of the aircraft equipment and compliance with  
the aviation regulations.*

**Uwagi:**

Kupujący

*Comments:*

(*Buyer*)

Podpis i data:

(*Date and signature*)

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

.....  
(Miejsce i data) / (Place and date)

Samolot: <i>(Aircraft)</i>	
Typ/Model/Wariant: <i>(Model)</i>	
Seryjny Numer Producenta: <i>(Manufacturer's Serial Number)</i>	

Silniki: <i>(Engines)</i>	
Typ/Model/Wariant: <i>(Model)</i>	
Seryjny Numer Producenta: <i>(Manufacturer's Serial Number)</i>	
Lewy Silnik <i>LH Engine:</i>	Prawy Silnik: <i>RH Engine:</i>

Plan odbioru technicznego  
*(Schedule of technical acceptance):*

Lp. <i>No.</i>	Zakres Przedmiotu Odbioru <i>Subject of Acceptance</i>	Data <i>Date</i>	Potwierdzenie zgodności <i>Confirmation of compliance</i>	Podpis <i>Signature</i>

Sprzedawca potwierdza odbiór niniejszego protokołu.  
*The Seller confirms the receipt of the protocol.*

Sprzedawca  
*(Seller)*  
  
Podpis i data  
*(Date and signature)*

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 15 - Template of the Delivery Protocol.

## PROTOKÓŁ DOSTAWY / *CERTIFICATE OF DELIVERY*

Zgodnie z Umową sprzedaży ..... ("Umowa") z dnia ..... r. zawartą pomiędzy .....  
(„Kupujący”) a ..... („Sprzedawca”), niniejszym zaświadcza, że:

Pursuant to Sale agreement ..... („Agreement”) dated ....., concluded by ..... (the  
„Buyer”) and ..... (the „Seller”), it is hereby confirmed that:

1. Kupujący dokonał odbioru wyposażenia naziemnego oraz wyposażenia dodatkowego:
1. The Buyer has performed acceptance of ground and additional equipment:

L.p./ No.	Numer części Part number	Nazwa Name	Numer materiałowy Material number	Okres składowania (mies.) Storage period (months)	Uwagi Remarks	Liczba Quantity	Data dostawy Date of delivery	Miejsce dostawy Place of delivery

2. Kupujący stwierdził, że stan techniczny wyposażenia naziemnego oraz wyposażenia dodatkowego został sprawdzony i jest zgodny z Umową.

2. The Buyer hereby confirms that the technical condition of ground and additional equipment has been checked and is compliant with the provisions of the Agreement.

**Kupujący/ Buyer:**

**Uwagi/ Remarks:**

Reprezentowany przez/ Represented by:

Stanowisko/ Position:

Podpis/Signature: \_\_\_\_\_

Data/Date:

3. Sprzedawca potwierdza odbiór niniejszego protokołu.

3. The Seller confirms acceptance of this certificate of delivery.

**Sprzedawca/Seller:**

**Uwagi/ Remarks:**

Reprezentowany przez/

Represented by:

Stanowisko/ Position:

Podpis/Signature: \_\_\_\_\_

Data/Date:

*In case of a doubts with reference to the interpretation of the provision, the Polish language version shall prevail.  
The translation into the English language is a supportive material.*

Appendix no. 16 - List of the medical equipment to lend to the Contractor by the Awarding Entity to perform tests and checks.