

Approved:
Chairman of the Competition Commission
A.V. Mazurets

Approval date

23	12	2021
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Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	23	12	2021	
Date and time for the request receiving completion	14	01	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 19.01.2022			
	Date for summarizing of results 19.01.2022			
Commencement date for providing clarifications on procurement documentation	23	12	2021	
Completion date for providing clarifications on procurement documents	10	01	2022	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	End of Lease Check, Repainting and Additional Works for A320-214 MSN 2163 VP-BWI			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		End of Lease Check, Repainting and Additional Works for A320-214 MSN 2163 VP-BWI			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
2 063 813	EUR	1	e.a.	33.16	33.16.10.000
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services		Contractor's Maintenance & Repair Organization (the MRO)			

Term and Payment Procedure for Goods (Work. Service)	<ul style="list-style-type: none"> - 20% of the NTEP is paid on or prior to the works commencement date to the relevant invoice of the Contractor issued at least 10 bank days prior to the scheduled date of setting of the Aircraft for maintenance; - The remaining part of NTEP is paid within 30 calendar days from the date on which the Customer receives a final invoice on the works performed by the Contractor and full set of the documentation package for the work performed; - The invoice for any additional charges and/or for cost incurred in addition to and in excess of the NTEP (provided those are extra to the workscope) shall be paid within 30 calendar days after Parties agreed such additional charges and made a corresponding amendment to the Agreement. <p>Contractor's invoice shall be submitted to the Customer in softcopies at the following address: amd9@rossiya-airlines.com</p>
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	<p>Applicable</p> <p>The procurement participant has the right to propose a counter draft of the contract, subject to all the mandatory conditions directly specified in the procurement documentation. All provisions of Terms of Reference are also mandatory.</p>

Assessment and Comparing Criteria of Quotes Lot №1

Name of Criterion 1	NTE Price (EUR)
Points Calculation Procedure for Criterion 1	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 1	
70	
Name of Criterion 2	General Maintenance Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 2	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 2	
10	
Name of Criterion 3	Cabin maintenance Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 3	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p>

	<ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 3	2
Name of Criterion 4	Structure repair shop (SRS) Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 4	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 4	2
Name of Criterion 5	Engineering services Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 5	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 5	2
Name of Criterion 6	Components maintenance services Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 6	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 6	2
Name of Criterion 7	Non-Destructive Testing (NDT) Labor rate per MH (EUR)
Points Calculation Procedure for Criterion 7	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 7	2
Name of Criterion 8	Consumables, Expendables and component Handling Charge (%)
Points Calculation Procedure for Criterion 8	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 8	2
Name of Criterion 9	Material handling cap (EUR)
Points Calculation Procedure for Criterion 9	<p>Scores will be calculated using the following formula: $Sbas / Squot \times K$, where</p> <ul style="list-style-type: none"> - Sbas – the best (the lowest) proposal among all bidders' proposal;

	- Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 9	2
Name of Criterion 10	Handling Fee for Materials supplied by Customer per item (EUR)
Points Calculation Procedure for Criterion 10	Scores will be calculated using the following formula: Sbas / Squot x K, where - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 10	2
Name of Criterion 11	Subcontract Charges (%)
Points Calculation Procedure for Criterion 11	Scores will be calculated using the following formula: Sbas / Squot x K, where - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 11	2
Name of Criterion 12	Subcontract Charges cap (EUR)
Points Calculation Procedure for Criterion 12	Scores will be calculated using the following formula: Sbas / Squot x K, where - Sbas – the best (the lowest) proposal among all bidders' proposal; - Squot – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 12	2
Maximum number of points for all criteria	100
<p>The cost of maintenance will be used to evaluate and compare the bids of the tenderers. The cost of maintenance consists of the NTEP repair price proposed by the participant and the cost of the Customer for the flight of the aircraft to the place of service.</p> <p>Common basis for comparison of proposal shall be quoted prices of all bidders in EUR excluding VAT.</p>	

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services.

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian

Federation. Thus, the terms of the competitive selection/price selection does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

2. Procedure for Submission of Requests

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the competitive selection/price selection (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic platform facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

- 3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

4. Payment Method for Goods, Work, and Service

- 4.1. The payment method is cashless transfer.

5. Pricing Procedure for the Agreement Price (Lot Price)

- 5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

5.2.

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer

properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.7. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.3. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. A request shall be provided for each lot separately.

9.5. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.6. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

10. Procedure for Assessment and Comparison for Requests to Participate in Procurement and summarizing of results

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waive in the following instances:

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

d) a failure to provide clarifications on the request for participation in the competitive selection upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the procurement procedure is received by the customer by the completion date for submission of requests set by procurement

documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the competitive selection/price selection the Competition Commission is necessary to extend the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the competitive selection that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the competitive selection include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the competitive selection which has been

received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed (adopted) not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than three calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the price selection be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the price selection shall be recognized failed.

10.15. Should the winner in the competitive selection be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the competitive selection is not entitled to waive the conclusion of the agreement.

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time

after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebid.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

11. Consequences of Recognizing the competitive selection/price selection Failed

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection or apply another method of procurement.

12. Closing Provisions

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure.

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

Appendix 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:		
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>		
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)		
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>		
Registered at the following address:		
<i>(state place of location address of legal entity/place of residence of individual)</i>		
proposes to conclude the agreement for		
<i>(state the subject-matter of the agreement)</i>		
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection		
Quote:		
	Description	to be filled by Contractor
1	NTE price	EUR excluding VAT
2	General Maintenance Labor rate per MH	EUR excluding VAT
3	Cabin maintenance Labor rate per MH	EUR excluding VAT
4	Structure repair shop (SRS) Labor rate per MH	EUR excluding VAT
5	Engineering services Labor rate per MH	EUR excluding VAT
6	Components maintenance services Labor rate per MH	EUR excluding VAT
7	Non-Destructive Testing (NDT) Labor rate per MH	EUR excluding VAT
8	Consumables, Expendables and component Handling Charge	%
9	Material handling cap	EUR excluding VAT
10	Handling Fee for Materials supplied by Customer per item	EUR excluding VAT
11	Subcontract Charges	%
12	Subcontract Charges cap	EUR excluding VAT
13	Contractor's Maintenance & Repair Organization (the MRO)	

¹ To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<p>The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.</p>
<p>2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:</p>
<p>Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)</p>
<p>Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;</p>
<p>No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".</p>
<p>3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.</p>
<p>4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>
<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>

<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p> <p>11.3. The Contractor must have EASA Part 145 and BCAA approval certificates. The Contractor shall have a capability to use CMM for on-wing repair, if it is necessary for finding rectification.</p>		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

⁵ The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

Appendix 2 to Procurement Documentation

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
(state the name of procedure)	
Procedure No. _____ (state the procedure number)	Lot No. _____ (state the lot number)
(state full name of entity in accordance with the Articles of Association and legal organizational form)	
(state abbreviated name of the entity in accordance with the Articles of Association)	
1. Legal details Country _____ of registration _____ Registered address _____ Street address _____ Phone _____	

² To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

Fax	
E-mail	

2. Banking details

INN / KPP of entity _____

OGRN (Primary State Registration Number) _____

Transaction Account No. _____

Bank Name _____

Correspondent account _____

BIC _____

3. Registration data

Date, place and registration authority _____

Founders _____

Primary Business _____

Included in the small and medium businesses³ _____

OKPO _____

OKVED _____

4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.										
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).										
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.										
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.										
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.										
Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>										
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.										
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </td> <td style="width: 30%; vertical-align: top;"> _____ <i>(signature)</i> </td> <td style="width: 40%; vertical-align: top;"> _____ <i>(state initials, last name)</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> _____ <i>(DD)</i> </td> <td style="text-align: center;"> _____ <i>(MM)</i> </td> </tr> <tr> <td></td> <td colspan="2" style="text-align: center;"> _____ <i>(YYYY)</i> </td> </tr> </table>		Principal <i>(title of the Principal)</i> SEAL Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>		_____ <i>(DD)</i>	_____ <i>(MM)</i>		_____ <i>(YYYY)</i>	
Principal <i>(title of the Principal)</i> SEAL Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>								
	_____ <i>(DD)</i>	_____ <i>(MM)</i>								
	_____ <i>(YYYY)</i>									

Terms of Reference

Performance End of Lease Check, Repainting and Additional Works for

No	Subject-matter of the procurement	Performance End of Lease Check, Repainting and Additional Works for A320-214 MSN 2163 VP-BWI		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity	Units of Measurement
2	Performance End of Lease Check, Repainting and Additional Works for A320-214 MSN 2163 VP-BWI (the Aircraft), as specified in item 7.21 - 7.2.17 (the Maintenance).	EA	1	No
3	Delivery place of goods, performance of works and provision of services (address)	<p>3.1. Contractor's Maintenance & Repair Organization (the MRO)</p> <p>3.2. The Aircraft shall be delivered by Customer to MRO with Incoterms 2020 DAP condition, Contractor shall redeliver the Aircraft to the Customer with Incoterms 2020 ExW condition (if applicable), or another conditions mutually agreed between the parties be e-mail.</p> <p>3.3. If necessary, the Customer shall deliver units, assemblies and components of the Aircraft to the Contractor's territory on DAP terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties. If the delivered assemblies, units and components of the Aircraft were not used the Contractor shall return them, as well as assemblies, units and components removed from the Aircraft, to the Customer on FCA terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties.</p>		
4	Dates or schedule of shipment/delivery of goods, the performance of works and provision of services	<p>4.1. The Maintenance shall be performed for the period 01 May 2022 – 15 August 2022. The period may be changed upon mutual consent of the Parties by e-mail.</p> <p>4.2. TAT shall not exceed 106 calendar days from the moment of arrival of Aircraft to the Contractor's facility (91 calendars days for base maintenance + 15 calendar days for repainting).</p>		
5	Requirements for acceptance of goods, work, service	<p>5.1. The Contractor shall issue a Certificate Release to Service (CRS) under Bermuda CAA Approval after the Maintenance upon it is completed.</p>		

		<p>Upon completion of the Aircraft maintenance the Contractor executes all maintenance task cards and documents in accordance with EASA and BCAA standards taking into account the Customer's procedures requirements.</p> <p>5.2. The Contractor shall provide an electronic and hard copy of DFP at time of CRS issuing.</p> <p>5.3. All records for all structural items (new & reevaluated) must meet requirements of SRM 51-11-15 data recording of allowable damage and repairs.</p> <p>Complete set of documents for maintenance performance issued in accordance with the Customer's requirements shall be provided to the Customer or its authorized representative (including but not limited to AC owner/lessor) no later than 17.08.2022.</p> <p>Any mistakes, typographical errors and other inconsistencies of the reporting documents with the Customer's requirements shall be corrected by the Contractor within two days from the date of its detection.</p> <p>Reports on the work performed (DFP) shall be provided to the Customer in the electronic form at least twice a week during the maintenance period.</p> <p>5.7. Reports on replaced components shall be provided to the Customer at least twice a week during the maintenance.</p> <p>5.8. The minimum documents package should be provided to Customer immediately after completion of works, preferably by posting signed and scanned pdf documents to the cloud, or by emailing them. The minimum documents package should include the following:</p> <ul style="list-style-type: none"> • Copy of CRS (with a copy of the corresponding TLB page); • Copy of issued WP Daily Check; • Signed (or stamped) by responsible persons MRO copy of Tally Sheet (Scope of work); • List of all replaced components (Aircraft Component Change Record) with part and serial numbers, positions and certificate numbers, signed by MRO. <p>5.9. Complete set of documents for maintenance performance issued in accordance with the Customer's requirements shall be provided within 7 (seven) days after maintenance completion by uploading to the Customer's server</p>
6	Requirements for safety, quality, technical performance, functionality (consumer	<p>Maintenance and related records must comply with international requirements and regulations (EASA/ FAA).</p> <p>6.2. Since this is a Customer's foreign-registered commercial</p>

	<p>properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>aircraft, the State standards of the Russian Federation are not applicable.</p> <p>6.3. The Contractor shall provide full engineering and technical maintenance for works performance with final issuance of certificate of Aircraft release to service according to the rules applicable to organizations certified as per EASA Part-145 and OTAR Part-145.</p> <p>6.4. Consumables, assemblies, units and components delivered by the Contractor shall be accompanied with certificates in accordance with EASA Form 1 or FAA8130.</p> <p>6.5. Quality requirements for painting works are given in Appendix 1 herein.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc</p>	<p>7.1. The Contractor shall provide a proposal, which shall include, as following:</p> <ul style="list-style-type: none"> - Place of Maintenance (repainting and EOL check shall be at same location (airport)); - Not to Exceed price (NTE), as a maximum amount paid by the Customer to the Contractor for the Maintenance; - Labor rates and Handling fees, as per table 7.3 below. <p>7.2. Not To Exceed (NTE) shall meet without any exception and exclusion following conditions per the Maintenance:</p> <p style="padding-left: 40px;">7.2.1. Performing of End of Lease Work Package (WP), full WP with Work orders, Task cards and Job cards is available at the link: https://files.rossiya-airlines.com/index.php/s/2uTy3qk4Urw6Qa Password: BWI</p> <p style="padding-left: 40px;">7.2.2. All additional works, which are required to rectify all findings during WP performing within 15000 Man Hours (MH) in accordance with</p>

		<p>Labor rates in table 7.3. below.</p> <p>7.2.3. All necessary expendables/consumables material for the Maintenance, included rectification of all findings 7.2.2 including fees;</p> <p>7.2.4. All subcontract service, including fees;</p> <p>7.2.5. All handling of the Aircraft, Daily, Weekly checks;</p> <p>7.2.6. Hangar space until CRS issue and 3 (three) calendar days afterwards;</p> <p>7.2.7. All needed equipment and tools;</p> <p>7.2.8. Provision of 2 offices with office's equipment (laser printer with needed consumables, copier, and internet access (Wi-Fi) not less than 1 Mb/s) during the layover period for up to 5 representatives of the Customer and 5 representatives from lessor team. Pass to the territory (airport and facility) of the Contractor for the entry of representatives of the Customer and the Lessor, including the hangar. Providing technical representatives of the Customer with a transfer from the hotel to the hangar and back, taking into account the irregular working hours of technical representatives;</p> <p>7.2.9. Airport fees, if applicable;</p> <p>7.2.10. Disassembly and assembly of Galley 1, 5, their packing for outside repair dispatching;</p> <p>7.2.11. Full external washing and interior cleaning of the Aircraft, including washing of landing gears wells sufficient to keep the aircraft clean during and after maintenance + anti-corrosion coating repair;</p> <p>7.2.12. Aircraft towing to/from hangar in a number required for performance of all declared works;</p> <p>7.2.13. Aircraft fuel draining/refueling in a number</p>
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		<p>required for performance of all declared works;</p> <p>7.2.14. Provision of the equipped storage space by the Contractor, which is intended for storage of spare parts (components, materials sets, etc.) delivered by the Customer and required for maintenance performance;</p> <p>7.2.15. Provision of executed package of documents for the performed works in the electronic form by the Contractor by uploading to the Customer's server and sending to the Customer of the original executed package within 3 (three) calendar days after Customer written confirmation on the complete elimination of comments on the documentation;</p> <p>7.2.16. Repainting of the Aircraft to livery (including wing and empennage), which will be delivered by Lessor 2 month prior to redelivery the Aircraft.</p> <p>For NTE price the Contractor shall calculate repainting cost, based on Rossiya's livery level of difficulty. Paint system Base Coat/Clear Coat. The Drawing is available at the link:</p> <p>https://files.rossiya-airlines.com/index.php/s/645I3ZcOpahuLgN</p> <p>Password: 12345</p> <p>7.2.17. Weighing of the elevators and the Aircraft after the repainting.</p> <p>7.3. The Contractor shall fill a table below:</p> <table border="1"> <tr> <th></th><th>Description</th><th>to be filled by Contractor</th></tr> <tr> <td></td><td>NTE price</td><td>EUR</td></tr> <tr> <td></td><td>General Maintenance Labor rate per MH</td><td>EUR</td></tr> <tr> <td></td><td>Cabin maintenance Labor rate per MH</td><td>EUR</td></tr> <tr> <td></td><td>Structure repair shop (SRS) Labor rate per MH</td><td>EUR</td></tr> <tr> <td></td><td>Engineering services Labor rate per MH</td><td>EUR</td></tr> <tr> <td></td><td>Components maintenance services Labor rate per MH</td><td>EUR</td></tr> </table>		Description	to be filled by Contractor		NTE price	EUR		General Maintenance Labor rate per MH	EUR		Cabin maintenance Labor rate per MH	EUR		Structure repair shop (SRS) Labor rate per MH	EUR		Engineering services Labor rate per MH	EUR		Components maintenance services Labor rate per MH	EUR
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			Non-Destructive Testing (NDT) Labor rate per MH	EUR
			Consumables, Expendables and component Handling Charge	%
			Material handling cap	EUR
			Handling Fee for Materials supplied by Customer per item	EUR
			Subcontract Charges	%
			Subcontract Charges cap	EUR
		7.4. The rates specified in 7.3 above shall not exceed as following:		
			Description	Upper limit
		7.4.1.	NTE price	2 063 813 EUR
		7.4.2.	General Maintenance Labor rate per MH	80EUR
		7.4.3.	Cabin maintenance Labor rate per MH	80EUR
		7.4.4.	Structure repair shop (SRS) Labor rate per MH	100EUR
		7.4.5.	Engineering services Labor rate per MH	110EUR
		7.4.6.	Components maintenance services Labor rate per MH	90EUR
		7.4.7.	Non-Destructive Testing (NDT) Labor rate per MH	110EUR
		7.4.8.	Consumables, Expendables and component Handling Charge	10%
		7.4.9.	Material handling cap (Maximum of 7.4.8)	1000EUR
		7.4.10.	Handling Fee for Materials supplied by Customer per item	50EUR
		7.4.11.	Subcontract Charges	10%
		7.4.12.	Subcontract Charges (Maximum of 7.4.11)	1000 EUR
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	8.1. Warranty for the Maintenance performed shall be not less than 6 month from the date of issued CRS. 8.2. The warranty period for the performed painting shall be 24 months from the date of signing of the Act of acceptance of work. 8.3. The warranty shall be assigned to the Lessor of the Aircraft after the Aircraft redelivery		
9	Other necessary information or additional requirements	9.1. The Contractor's proposal shall state Place of Maintenance (repainting and EOL check shall be at same location (airport)); 9.2. Time frame of maintenance accomplishment (TAT); 9.3. NTE;		

	<p>9.4. As part of preparation of unserviceable components by the Contractor:</p> <ul style="list-style-type: none"> - Information on availability of unserviceable components delivered to warehouse shall be provided to the Customer at least twice a week and also upon a separate request of the Customer. - Time of unserviceable components preparation for export shall not exceed three days. <p>9.5. The Contractor must have EASA Part 145 and BCAA approval certificates. The Contractor shall have a capability to use CMM for on-wing repair, if it is necessary for finding rectification</p> <p>9.6. The Contractor shall arrange for all consumables, assemblies, units and components required by Customer for maintenance shall be delivered through its logistic system;</p> <p>9.7. The Contractor shall ensure the timely preparation of unserviceable components for shipment in accordance with Customer requirements;</p> <p>9.8. In the event of defective repairs or maintenance (works performed with the violation of the maintenance and repair procedures, use of uncertified materials/instruments, etc.). The Contractor shall rectify all findings, i.e. re-perform the work, at its own expense;</p> <p>9.9. In case of delays in-performance of the works if those take place due to the Contractor's faults and/or omissions (including its subcontractors), Contractor shall provide the Customer with monetary compensation equal to the document supported costs of the Customer incurred due to late redelivery of the Aircraft to lessor, provided such costs had resulted from the Contractor's faults and/or omissions (including its subcontractors).</p> <p>9.10. Order of payments for the works by the Customer:</p> <ul style="list-style-type: none"> - 20% of the NTEP is paid on or prior to the works commencement date to the relevant invoice of the Contractor issued at least 10 bank days prior to the scheduled date of setting of the Aircraft for maintenance; - The remaining part of NTEP is paid within 30 calendar days from the date on which the Customer receives a final invoice on the works performed by the Contractor and full set of the documentation package for the work performed; - The invoice for any additional charges and/or for cost incurred in addition to and in excess of the NTEP (provided those are extra to the workscope) shall be paid within 30 calendar days after Parties agreed such additional charges and made a corresponding amendment to the Agreement. <p>Contractor's invoice shall be submitted to the Customer in</p>
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		<p>softcopies at the following address: amd9@rossiya-airlines.com.</p> <p>If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services or release of the Aircraft.</p> <p>9.11.The Contractor's MRO shall be located in Europe, the Contractor and its MRO location shall be approved by Lessor.</p> <p>9.12. The Lessor / Aircraft Owner has the right to make the final decision regarding the maintenance performing. The Customer may refuse to execute the contract without penalty and compensation / indemnification for losses to the Contractor, if the Lessor / Aircraft Owner makes a decision to return the aircraft without the works and services, as are specified in the contract. In this case, the Customer only pays for the services / work already properly rendered / performed by the Contractor at the Customer's request.</p> <p>9.13. The Contractor has the rights to provide its own draft of contract provided it complies with all mandatory conditions as expressly stated in the Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also. Meeting all requirements of this Terms of Reference is obligatory.</p>
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Appendix 1 - Quality requirements for painting works:

For the visual inspection of the paint surfaces, the aircraft is divided into three zones:

1. Areas which are visible and attract the attention of an observer (passenger), e.g. around passenger doors (approx. 1 metre distance).
2. Areas which are visible to an observer from 1 to 3 metres distance.
3. Areas which are visible to an observer from a distance of more than 3 metres, including areas which are not visible.

Defects	Zone 1	Zone 2	Zone 3	Unit
Gloss	Min 90	Min 88	Min 88	At 60 degr.
Inclusions < 1 mm diam.	20 ⁴⁾	40 ³⁾	60 ³⁾	Particles/m ²
Inclusions = 1-2 mm diam.	N/A	25 ⁴⁾	40 ³⁾	Particles/m ²
Inclusions > 2 mm diam.	N/A	N/A	N/A	Particles/m ²
Runs	N/A	N/A ²⁾	1 ²⁾	Number/m ²
Sags < 100 mm	N/A	3 ²⁾	3 ²⁾	Number/m ²
Sags = 100-200 mm	N/A	2 ²⁾	2 ²⁾	Number/m ²
Sags > 200 mm	N/A	N/A	N/A	Number/m ²
Orange Peel ⁶⁾	Min. 12	Min .10	Min. 8	Tension scale
Dry spray	N/A	N/A	1.0 ²⁾	m ²
Overspray	N/A	N/A	N/A	None
Craters, pinholes (< 2mm)	N/A	5 ⁵⁾ , 10 ^{5,6)}	15 ⁵⁾ , 20 ^{5,6)}	Number/m ²
Blistering (< 2mm)	N/A	5	10	Number/m ²
Colour differences	N/A/	N/A ⁷⁾	Minor	None
Bad adhesion	N/A	N/A	N/A	None

Matt surface	N/A	1.0 ²⁾	3.0 ²⁾	dm ² /m ²
Streaks (< 300 mm)	N/A	1.0 ²⁾	3.0 ²⁾	Number/m ²
Hiding	N/A	N/A	1	dm ² /m ²

- 1) Defects that follow natural skin surface seems or pattern in composite parts are acceptable.
- 2) These defects must not be visible to observers (passengers) at zone's given distance.
- 3) Distance between defects, e.g. inclusions, must be 15 mm apart from each other.
- 4) Distance between defects, e.g. inclusions, must be 25 mm apart from each other.
- 5) Defects may not penetrate down to primer.
- 6) Only on composite parts.
- 7) The colour must comply with the agreed colour reference.

DEFINITION OF TERMS USED IN ACCEPTABLE AIRLINE STANDARDS

Gloss – Reflection of Light Measured by reflectometer. The reflectometer value R is relative and expressed in units. The gloss should be measured at an angle of 60 degrees.

Inclusions – Foreign particles, like dust. The particles are visually counted on a suspicious area of a square metre and expressed in particles / m².

Runs – Big amount of collected paint that floats together in drops. The drops are visually counted and expressed in number/ m².

Sags – Big amount of collected paint that floats in horizontal waves. The sags are visually inspected and expressed in numbers/ m²

Orange peel – Overall waviness in the surface. It is measured with a wave-scan or other suitable equipment, and expressed in Tension value 0-24.

Dry spray – Paint particles that have reached the surface without being able to float out to get an even surface. The dry spray is visually inspected and expressed in dm²/m²

Over spray – Paint particles that have reached into another surface. This defect is visually inspected.

Craters, fisheyes and pinholes - Defect in the paint that shows up like a small hole. A crater going down into the prime is called a fish eye. These defects are visually inspected, counted and expressed in number/m²

Blistering – small round irregularities above the surface which normally contain gas or liquid. Sometimes blisters crack and then they appear as small skip flakes. Visually inspected and expressed in number/ m²

Colour – Reflection of light with a specific wavelength. The colour must comply with the agreed colour reference.

Bad adhesion – Paint peels off when testing the adhesion by means of the tape test.

Matt surface – A defuse speeding of the reflected light, causing a non-glossy appearance. Visually inspected and expressed as dm²/m²

Streaking – An uneven surface finish that reflects the moment of the spray gun. Visually inspected and expressed in number/m²

Hiding – Colour shade: the primer is more or less visible through the top coat and thus gives a colour difference. This defect is visually inspected and expresse

The CONTRACTOR guarantees the quality of work performed, within 24 months from the date of signing of the Act of acceptance of work. In case of violation of the paintwork during the warranty period due to the fault of the CONTRACTOR, the CONTRACTOR eliminates the discrepancy at his own expense in the place and terms agreed by the Parties. If it is impossible for the CONTRACTOR to eliminate the identified deficiencies within the specified time, such work can be performed by third parties at the request of the Customer, in this case the Contractor is obliged to reimburse the documented expenses of the Customer in connection with the organization and performance of work. CONTRACTOR can only guarantee the paint work which will be applied by CONTRACTOR and cannot be obligate for the scratches, which appear during the warranty period. CONTRACTOR shall not be responsible for any adverse effect to the aircraft services performed on the aircraft caused by improper handling and/or operation of the Aircraft, including but not limited to:

- a) Maintenance
- b) Refuelling or defuelling
- c) Adverse runway operations
- d) Incorrect washing procedures
- e) Bird-Strike
- f) Use of chemicals and/or lubricants which have adverse effect on the paint work or interior.
- g) Weather conditions i.e. lightning-strikes, hail-storms and/or icing.
- h) Normal erosion areas of aircraft i.e. radome, cockpit window areas, leading edge of all high drag areas of the aircraft.

***Appendix 4
to Procurement Documentation***

CONTRACT

BETWEEN

ROSSIYA AIRLINES JSC

AND

TBD

for performance End of Lease Check, Repainting and Additional Works for A320-214 Aircraft

Contents:

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Aircraft Maintenance Contract No _____ from _____ 2021 according to EASA Part M.A. 708(c)

Between TBD having its registered address at _____ referred to as the "CONTRACTOR"

and

"Rossiya airlines" JSC 196210, Saint-Petersburg, Pilotov str. 18/4, Russian Federation referred to as the "CUSTOMER"

This contract, including all Appendixes is hereinafter referred to as the "Contract".

This Contract has the following Appendixes:

Appendix 1 - Commercial Terms;

Appendix 2 - List of Applicable Aircraft;

Appendix 3 - Individual Aircraft Work scopes.

Appendix 4 – Information about counterparts

Article 1 Definitions and Abbreviations

Aircraft

Means the Airframe, two (2) Engines, APU, Parts, Components and Aircraft Documentation, collectively, as operated by the CUSTOMER and specifically referred to in Appendix 2 of this contract or in any subsequent revision to Appendix 2. As the context requires, "Aircraft" may also mean the Airframe, any Engine, the APU, any Part, any Component, the Aircraft Documentation or any part thereof individually.

Airframe

Means the airframe listed in Appendix 2 together with all Components relating thereto, except engines and the APU.

Airworthiness

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

Airworthiness Directive (AD)

Means any airworthiness directive and/or mandatory note issued by the FAA or EASA, or any other requirement of the EASA applicable to the Airframe, either Engine, any Part or the Documentation.

Aircraft Maintenance Program (AMP)

Means Approved Maintenance Program designated by the CUSTOMER with a specific revision designator number and revision status, as shown in each Aircraft's work scope in Appendix 3.

AOG

Aircraft On Ground.

APU

Auxiliary Power Unit.

Authority

Approving authority of the CUSTOMER and/or the CONTRACTOR, in accordance with whose requirements aircraft, subjects hereto, are operated and services, subjects hereto, are performed.

Bermuda DCA/EASA Maintenance Organization Approval

Approval issued by the Bermuda Department of Civil Aviation (DCA) or EASA, to the maintenance provider, based on Bermuda and/or EASA regulations. The CONTRACTOR's BCAA approval number is

Calendar Day(s)

The time period from 00:00 hours to 23:59 hours of any given day.

CLB

Cabin Log Book.

Component

Means any component, part, appliance, system module, engine module, accessory, material, instrument, communications equipment, furnishing or other item of equipment (other than complete Engines or engines or the APU) for the time being installed in or attached to the Airframe, any Engine or the APU or which, having been removed from the Airframe, any Engine or the APU.

Consumables

Means semi-finished products such as metal or plastic sheets or profiles, etc., fluids such as cleaning agents, pickling agents, primers, paints, etc., for surface treatment, adhesives, additional materials for welding or plasma jet welding or other materials or additives such as lubricants or fuels that are used for maintenance of Aircraft or Aircraft components. They are distinguished from components or standard parts in that they can only be used once. They are identified by a standard or other specification (or, in exceptional cases, by part number) in the maintenance and operational documents issued for the relevant Aircraft type by the Aircraft design organization. Consumables replaced during maintenance are typically interference fit bushings, swaged bearings, grease fittings, seals, filters, backup rings, oils, sealants, greases, paint and all AN/MS/NAS materials.

Cosmetic Items

Means items that are not of an airworthiness nature and may be CUSTOMER specific items such as, but not limited to, seat trim, decorative laminate and curtains.

CUSTOMER Representative

Means the authorized individual who shall exercise the rights of the CUSTOMER under this contract.

- sign for delivery of the Aircraft,
- accept non-rectification of defects,
- authorize charges,
- authorize additional Services,
- authorize sub-contracting of services, sign for acceptance of the Aircraft after issuance of a Certificate of Release to Service.

CUSTOMER Specific Material

Material specific to the CUSTOMER and referred mainly to decor-related items such as, but not limited to carpets, curtains, seat covers, linings, placards.

Deferred Item

An item which may remain inoperable and/or defective within the terms of the Minimum Equipment List (MEL) or Configuration Deviation List (CDL) for a specified period of time.

Delivery

Delivery of Aircraft by the CUSTOMER to the CONTRACTOR at the CONTRACTOR's facilities no later than the time agreed upon in each Aircraft's individual Workscope, as specified in Appendix 3.

DER

Means Designated Engineering Representative in respect of repairs or modifications approved by the Authority.

Detailed work package

The detailed work package is the detailed description of the scope of service listing all single items to be performed during the Aircraft maintenance, as described for each individual Aircraft check in Appendix 3.

Documentation

All technical documentation, such as but not limited to the Aircraft Maintenance Manual (AMM), which is required to perform the services on the Aircraft.

Engine

Means each of the engines and attached components fitted to the Aircraft listed in Appendix 2 or any revision to Appendix 2.

Engineering Order (EO)

Mandating order issued by EASA Part-21/J or EASA Part-M, Subpart G approved engineering requiring work to be performed on the Aircraft.

Turn Around Time

The TAT for completing the Services and other agreed upon time limits or performance dates, shall be in Accordance with Appendix 2 to this Contract.

Regardless of the TAT quoted in the Appendixes, the CONTRACTOR will respond to CUSTOMER's reasonable requests for priority TAT and will endeavor to support CUSTOMER's requirements for the expedited completion of the Services.

Expendable Component

Aircraft component, device or part of an Aircraft identified by part number in IPC for which there is no authorised repair procedure exist and which is to be disposed of if unserviceable. For example seals, filter etc.

FAA

Means Federal Aviation Administration of United States of America.

Final work package

The Final work package is the finalized detailed work package and describes all single items to be performed during Aircraft maintenance, as defined on an Aircraft by Aircraft basis in Appendix 3.

Not to exceed Price (NTEP)

A predetermined price for each Aircraft work scope, as defined in Appendix 3 on an Aircraft by Aircraft basis or single service or event.

FOD

Means a substance, debris or article alien to the Aircraft, its engines or systems that may, if ingested or allowed to remain undetected, result in the premature failure or structural damage to the Aircraft, engines or systems.

Incoterms

Incoterms published by the International Chamber of Commerce, as per ICC Incoterms 2020 Publication.

Maintenance

One or a combination of the following actions: Overhaul, repair, inspection, replacement, modification or rectification of discrepancies on an Aircraft or a component.

Maintenance Data

Means approved data for an Aircraft or component which has been issued by the OEM or design organisation which has developed the Aircraft or component or another appropriately approved design organisation to define the extent of maintenance to be performed on Aircraft or on Aircraft' component.

Maintenance Records

All documentation required by EASA/Bermuda DCA or specifically requested by the CUSTOMER to record the Services performed on an Aircraft, as defined by EASA M.A. 305 regulations.

Material

Components (rotables), standard parts, raw material and consumables.

MOE

Maintenance Organization Exposition according to EASA Part-145 and BDCA.

MCM

Maintenance Control Manual

NAA

Means approving authority of the CUSTOMER and the CONTRACTOR.

OEM

Original Equipment Manufacturer.

Official Published OEM Catalogue List Price (CLP)

The latest price, without any discount or reductions, made public and available to any CUSTOMER.

Operator

Means the Airline operating scheduled or unscheduled flights with the aircrafts subject to this Contract.

Part

Means any part installed on the Aircraft.

Party

Refers to any of the parties to this Contract.

PMA

Means Parts Manufacturer Approval. These are Parts manufactured by an organization other than the OEM and approved for use on the Aircraft by FAA and in compliance with

EASA ED Decision 16.07.2007. Each PMA p/n used during maintenance shall be additionally approved by Rossiya airlines JSC engineering or representative on site.

Raw Material

Raw Material is identified by a standard or other specification (or by a part number in exceptional cases) in maintenance or operational documents issued by the Aircraft or component design organization concerned. Raw Materials are semi-finished products (such as sheet metal or metal / plastic profiles, etc.). They are distinguished from components or standard parts, in such a way that they cannot be used without machining or processing.

Redelivery

Means the act by which the CONTRACTOR tenders the Aircraft to the CUSTOMER for acceptance following the completion of the work scope as specified in Appendix 3 to the satisfaction of the CUSTOMER such that the CUSTOMER accepts the Aircraft from the CONTRACTOR by signing the acceptance certificate. In avoidance of doubt, issuance of certificate "Release to services" (CRS) is a mandatory condition of acceptance of an Aircraft by the CUSTOMER.

Release to Service (CRS)

The issuance of a Certificate of Release to Service by the maintenance organisation approved by the applicable authority confirming, unless otherwise specified, that the maintenance services listed therein have been carried out in conformity with the applicable requirements (e.g. EASA Part-145 requirements) by appropriate authorised personnel of the maintenance organisation and in accordance with the applicable maintenance organisation exposition, and that the Aircraft or component has been released to service.

Repairable Components

Aircraft component, device or part of an Aircraft identified by part number for which maintenance documents are issued by the original equipment manufacturer. For example: hydraulic pump, flight control actuator, drive unit etc. Repairs of parts like Sidewall-Panels, Floor-Panels, and Lavatory-Floor-Pans etc. which are out of repair limit shall be considered as Expendable Component.

Scope of Services

General description of the work to be performed, as defined in Appendix 3.

Services

Work to be performed by the CONTRACTOR or any of it's or the CUSTOMER's approved sub-contractors under the terms and conditions of this contract.

Single Item

One each of a single material.

Special Tools

Tools and equipment provided by the CONTRACTOR or the CUSTOMER for the purpose of accomplishing the Engineering Orders, listed in the applicable Appendix 3.

Standard Parts

Standard Parts are parts that are defined in conformity with a national or international standard or specification, e.g. DIN / MS / NAS, or that are specified by a type certificate holder in approved documentation.

Sub-contractor

Any Part 145 approved organization, approved by the CUSTOMER, rendering certain services on behalf of the CONTRACTOR.

Suitable material

Material which is approved as per quality standards defined within the Contract and both physically and functionally fit for the purpose.

TAT

Means the period between the delivery day and the redelivery day inclusive.

TLB

Technical Log Book according to EASA M.A. 301, Operators Technical Log.

Tools

All devices and equipment required by the CONTRACTOR to carry out the Aircraft work scopes, as stated in Appendix 3.

Landing, Parking and Fuel charges

1) The CONTRACTOR shall be responsible for landing, parking, handling, and other similar charges levied by the authorities.

2) Fuel shall be the responsibility of the CUSTOMER at all times.

Article 2 Maintenance Contract according to EASA Part M.A. 708(c)**EASA Reference**

This maintenance contract is made in accordance the guidelines laid out in EASA Annex I, Part M, Appendix XI, AMC to M.A. 708 (c).

Appendix 1

This contract together with Appendix 1, Commercial Terms, Appendix 2, List of applicable Aircraft, Appendix 3, Individual Aircraft work scopes and Appendix 4, Information about counterparts form the body of this contract and all remain valid as long as the contract

remains in force, as per Appendix 1, Article 25.

Article 3 Scope of Work

The Scope of Services to be performed by the CONTRACTOR on the CUSTOMER's fleet shall be those necessary to conduct maintenance and modifications and further defined in article 16 and 17 of this contract and in the individual Aircraft work packages, as defined in Appendix 3.

Article 4 Location

The services contained herein shall be conducted at the CONTRACTOR's Part 145 approved facility at _____.

Article 5 Subcontracting

Subcontracting under the contract is only possible with the customer's consent. If a subcontractor is involved, the contractor is solely liable to the customer for the actions of the involved subcontractor as for its own.

The assignment of liability directly to the subcontractor is unacceptable

If any need for subcontracting is known prior to signature of the relevant Appendix 3, the work intended to be subcontracted and the sub-contractor shall be described in detail in this Appendix, with all appropriate approval certificates for the sub-contractor made available. The signature on the applicable Appendix 3 will allow them approve the use of the sub-contractor.

To apply for approval for any subcontracting after signature of the respective Appendix 3, the CONTRACTOR shall submit to the CUSTOMER in writing a detailed description of services intended to be subcontracted as well as the names of the respective sub-contractors and all appropriate approval certificates.

Should services be subcontracted, the CONTRACTOR shall cause such sub-contractor to grant the CUSTOMER representatives and the aviation authorities the same access rights to their facilities as to the CONTRACTOR's own facilities.

The CONTRACTOR shall cause such sub-contractors to grant to the CUSTOMER the right to perform quality audits on site at any time. The CONTRACTOR shall cause sub-contractors to enable the CUSTOMER and the aviation authorities to perform such audits.

The CONTRACTOR assures that findings resulting from any audit performed in connection with this contract shall be corrected as required in due time. Failure to do so shall constitute a breach of contract and shall be subject to the conditions set forth in Appendix 1 and Article 29. Such corrective actions shall be corrected at the expense of the CONTRACTOR.

The CUSTOMER reserves the right to refuse the CONTRACTOR use of a sub-contractor at any time if the CUSTOMER considers the sub-contractor not appropriately approved for the task or if there is evidence of poor quality standards of work from the sub-contractor.

Article 6 Maintenance Program

The CUSTOMER's Approved Maintenance Program (AMP) is subject to constant revision and amendment and it is therefore not appropriate to state its approval number and revision status in the main body of this contract. The AMP approval number and revision status will be specified on each Aircraft's Appendix 3 contract and all services carried out will be in accordance with the latest CUSTOMER Approved AMP.

Article 7 Quality Monitoring

The CONTRACTOR will grant access to the CUSTOMER's Quality Department to perform quality audits, which the CUSTOMER is required to perform for the purposes of sustaining its CA Approval. The CONTRACTOR will respond with corrective actions within agreed timescale to any accepted non-conformities, which will affect the CUSTOMER's ability to sustain its Regulatory Authority Approval.

Upon receipt of appropriate documentation from the CUSTOMER, the CONTRACTOR shall apply for the required security passes to enable access to the CONTRACTOR premises (airside) where the Services are to be carried out. No obligation shall fall on the CONTRACTOR should such security passes fail to be forthcoming. The CUSTOMER shall nominate another person to monitor status of the check.

Article 8 Competent Authority Involvement

The CONTRACTOR shall grant the CUSTOMERs aviation authority personnel access to its facilities in order to audit and approve the facility and inspect the services performed on the Aircraft. If available, office accommodation will be provided by the CONTRACTOR upon request from the CUSTOMER.

Article 9 Airworthiness Data

The CUSTOMER will supply the CONTRACTOR with a documentation listed below 4 (Four) weeks before the commencement of the check, as shown on the list below. The CUSTOMER will at all times be responsible for the update, amendment and control of the said docs. The docs will be available digitally. The docs supplied will include, but not be limited to the following,

- Relevant Airworthiness Directives;
- Aircraft repair file and/or damage chart;

- Aircraft Maintenance Manual (AMM);
- Component Maintenance Manuals (CMM);
- Cabin Layout Drawing (LOPA);
- Loose Equipment List;
- Specification of paint scheme;
- Cabin Interior Specification;
- Work Package;
- Aircraft Illustrated Parts Catalogue (AIPC);
- Aircraft Wiring Diagrams (WDM);
- Aircraft Structural Repair Manual (SRM);
- Aircraft Troubleshooting Manual (or TSM);
- Operators Minimum Equipment List;
- CUSTOMER's MCM.

In addition to the CUSTOMER furnished information listed above, the services will be conducted in accordance with the CONTRACTOR's Maintenance Organization Exposition (MOE), a copy of which shall prior to execution hereof be supplied to the CUSTOMER's Quality Assurance department and the CUSTOMER's representative. The CONTRACTOR shall at all times be responsible for the update and amendment of their MOE.

Where necessary the CUSTOMER will advise manufacturers/vendors that the CONTRACTOR will accomplish work on the Aircraft and shall authorize them to release any engineering data, drawings, and/or other technical information that may be required by the CONTRACTOR for the performance of the Services under this Contract. Charges associated with such data release are the responsibility of the CUSTOMER.

Article 10 Incoming Conditions

The CUSTOMER is responsible for planning the Aircraft work scopes and, unless the CUSTOMER requests that the CONTRACTOR compiles the work package from the CUSTOMER supplied manuals and approved data, the preparation of work packages based upon the CUSTOMER's Approved AMP. In the event of the CONTRACTOR producing the work packages, the CUSTOMER representative shall be responsible for checking that the task cards are to the latest revision before the CONTRACTOR starts production on the Aircraft. Modifications, repairs and planned unscheduled maintenance and repairs will also

be specified in the work scope based on the airworthiness management policies, as stated in the CUSTOMER's MCM.

The following shall be supplied 1 (One) month prior to the maintenance unless otherwise provided by The Parties:

The CUSTOMER provides each individual Aircraft work scope as an Appendix 3 to this contract.

The CUSTOMER shall supply the complete work package, specified in the appropriate Appendix 3, with the required work cards to be performed. The CUSTOMER may request the CONTRACTOR compile the work package from the CUSTOMER supplied manuals and approved data. This request shall be made after the work scope submission.

The CONTRACTOR shall incorporate applicable deferred entries from the Aircraft Log Book to the Aircraft work package at the start of the check.

Article 11 Airworthiness Directives and Service Bulletins/Modifications

The CONTRACTOR shall perform all Engineering Orders according to Appendix 3. At all times the CUSTOMER shall be responsible for the decision to implement Airworthiness Directives and Service Bulletins. All Airworthiness Directives or Service Bulletins shall be supplied with a cover sheet Engineering Order produced by the CUSTOMER's engineering department, detailing accomplishment deadlines and all other specific requirements related to the Inspection or Modification. The CONTRACTOR shall certify the performance of such Engineering Orders in accordance with the instructions given on the Engineering Order and the CONTRACTOR's MOE. The CONTRACTOR shall return all data connected with the accomplishment of Engineering Orders to the CUSTOMER. If during a maintenance event performed by the CONTRACTOR, Aviation authorities issue an AD, which directly affects airworthiness of an aircraft under such maintenance event, the CONTRACTOR shall apply all commercially reasonable efforts in order to incorporate such AD within the agreed downtime for such maintenance event. If it is reasonably impossible to avoid a delay in the downtime for performance of such maintenance event, the Parties shall in good faith agree either upon a prolongation of it; or performance of it in time on cost of other works.

Airworthiness directives / Service bulletins:

- Any deviation from AD's is subject to approval by the CUSTOMER's CA.
- The CUSTOMER is responsible for supplying the CONTRACTOR with all pertinent documents in sufficient detail/instructions for the accomplishment of Modifications unless otherwise agreed upon in writing.

Article 12 Hours and cycle control

The CUSTOMER is responsible for the control of the hours and cycles on the CUSTOMER's Aircraft. The CONTRACTOR will not need to track, amend or update the Aircraft's hours and cycles during the maintenance visit.

Article 13 Life Limited Parts

The CUSTOMER shall at all times be responsible for the control of the Life Limited Parts. The CONTRACTOR performs the component removals as per each Aircraft's Appendix 3 work scope. The CONTRACTOR shall report all hours/cycle/calendar data connected with the installed LLPs to the CUSTOMER to allow the CUSTOMER to update its records.

Article 14 Supply of Parts

The CONTRACTOR shall supply all Consumables and Expendables needed for performance of works on its costs.

If necessary, the Customer shall deliver free of charge units, assemblies and components of the Aircraft to the Contractor's territory on DAP terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties. If the delivered assemblies, units and components of the Aircraft were not used the Contractor shall return them on the free of charge basis, as well as assemblies, units and components removed from the Aircraft, to the Customer on FCA terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties.

The Contractor shall provide all consumables, assemblies, units and components required by Customer for maintenance, such materials shall be delivered using Contractor's logistic system.

The Contractor shall ensure the timely preparation of unserviceable components for shipment in accordance with Customer requirements.

In case of a delay of transferring to the CUSTOMER of a Component, which is in a loan, exchange or similar relation to a supplier, such supplier submits a claim to the CUSTOMER; the CONTRACTOR shall reimburse the CUSTOMER any documentary proven losses in respect to such claim.

The CONTRACTOR shall remove loan Components on priority bases, subject to CUSTOMER requesting such removal at least 5 working days before the aircraft input. The CONTRACTOR shall remove such Component and deliver such loan Component to the CUSTOMER at the CONTRACTORs location.

During receiving, inspection, and processing of new or repaired/overhauled Equipment or Components, the CONTRACTOR shall verify that all necessary documentation has been received with the Equipment or Components. Such documentation may include, a CUSTOMER Serviceable Tag with and EASA Form 1 or FAA Form 8130-3, or the CUSTOMER furnished documentation approved by the CUSTOMER CA.

Assemblies, units and components delivered by the Contractor shall be accompanied with certificates EASA Form 1 or FAA8130.

The CONTRACTOR shall complete and forward to the CUSTOMER Shop Finding Reports for all Components tested and/or overhauled in the CONTRACTOR Workshops.

The CONTRACTOR is responsible for checking that all spare parts or pooled parts, which are to be fitted on the CUSTOMER Aircraft during the maintenance period are in compliance with EASA Part-145 or FAA Form 8130-3.

The CONTRACTOR shall supply consumable/expendable materials required for the Services under this Contract. Any material supplied by The CONTRACTOR shall be reimbursed in accordance with the appropriate paragraph of Article A.

All materials supplied by the CUSTOMER must be accompanied by a complete packing list and shall be delivered to the CONTRACTOR at least 1 (One) week prior, unless otherwise agreed in writing by the CUSTOMER and the CONTRACTOR before the layover start date.

The CUSTOMER shall advise shipping details whenever a part is shipped to the CONTRACTOR to support the Services.

In case the CUSTOMER is unable to supply any material under its responsibility, thereby endangering the time schedule of the Services, and if the CONTRACTOR, at its discretion, is able to procure such material on an expedited basis, the CUSTOMER agrees to bear all applicable extra costs incurred thereby and further agrees to pay for such purchases at the time of order placement.

The CONTRACTOR shall supply all tools required for all works with Appendix 3.

The CONTRACTOR's location given herein and used for deliveries shall be stated in respective Appendix 3, if not otherwise agreed by the Parties. The Parties may agree in writing other delivery terms hereunder.

Any material supplied by the CUSTOMER or purchased by the CONTRACTOR on behalf of the CUSTOMER and not used on the Aircraft or any material removed from the Aircraft and not reinstalled on the Aircraft during the performance of the Services shall be returned to the CUSTOMER at the sole expense and cost of the CUSTOMER. If the CUSTOMER wish to scrap any material at the CONTRACTOR's facility, then such scrap material will be disposed in accordance with current Article.

If the CUSTOMER deliver any material to the CONTRACTOR more than twenty one (21) days prior to the start of the Services and/ or any remaining material could not be shipped back to the CUSTOMER within fifteen (15) days after the completion of the Services, due to

reasons outside the CONTRACTOR's control, then the CONTRACTOR may charge storage charges in accordance with the rates, specified in Article 14.

The CONTRACTOR provides free storage of the CUSTOMER's materials for a period of entire maintenance services for serviceable components and 30 calendar days for defective (unserviceable) components after completion of the provision of the Services. If the CUSTOMER wish the CONTRACTOR to scrap any material, the CUSTOMER shall give written consent to the CONTRACTOR within the above-mentioned period after completion of the Services. If written consent is not received within five (5) days after completion of the Services, the CONTRACTOR, at its own discretion shall dispose such material and the CUSTOMER shall reimburse all costs and expenses associated with such disposal.

The Contractor is responsible/liable for loss of or damage to the Customer's property while such property is in storage or under Contractor's control.

Article 15 Pooled Parts at line stations

Upon written request of the CUSTOMER, the CONTRACTOR may provide (subject to written consent of the CONTRACTOR) spare parts pool for maintenance. The CONTRACTOR is responsible for checking that all spare parts or pool parts, which are to be fitted on the CUSTOMER's aircraft, at location in question, are in compliance with the EASA 145 requirements. This requires the CONTRACTOR to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the CONTRACTOR reserves the right to reject a part provided by the CUSTOMER or its pool partner, if compliance with the above can't be assured. It is the CUSTOMER's responsibility to specify which spare /pool parts/consumable, the CONTRACTOR shall administrate and store.

Article 16 Scheduled Maintenance / Deferred Maintenance

The detailed work package for an individual Aircraft shall be delivered and specified in Appendix 3 by the CUSTOMER no less than 1 (One) month prior to the commencement of the services on the said Aircraft. The work package will include the following documentation.

- Applicable Work Package including Task (Job) and sign off cards;
- Out of Phase maintenance requirements including Task (Job) and sign off Cards;
- The CUSTOMER Task (Job) Cards for AD's that require accomplishment;
- Applicable Work Scope Index for the Scope of Work;
- Engineering Orders for Service Bulletins and Modifications that require accomplishment;
- Copies of any AD's, Service Bulletins, Modifications, and drawings as required by CONTRACTOR;
- List of pre-load parts;
- List of all system, zonal, CPCP and structural inspection work cards required to be performed;

- List of all Engineering Orders to be performed and the Engineering Order work package;
- List of required Component Changes including LLPs;
- List of Certification Maintenance Requirement (CMR) tasks to be performed;
- List of Airworthiness Limitation tasks to be performed;
- List of deferred items to be rectified.

The CUSTOMER shall ensure that the supplied Work Package is technically accurate and reflects the current revisions of the approved Maintenance Schedule.

Article 17 Unscheduled Maintenance/Defect Rectification

The CONTRACTOR may perform any works other than as per agreed work scope only after written approval of the CUSTOMER's duly authorized representative. The CONTRACTOR shall ensure that all unscheduled maintenance and defect rectification certification paperwork is added to the Aircraft's work package and is certified in accordance with the CONTRACTOR's MOE and the CUSTOMER's requirements.

Any defect (i) related estimated labor consumption exceeds thirty (30) MHRS per repair task and/or (ii) related estimated material consumption exceeds seven hundred fifty (750) EUR per item. arising from the work scope, or any defect arising from the additional work requests, shall be presented to the CUSTOMER Technical Representative prior to commencement of such defect rectification. The CUSTOMER shall decide which defects to defer to a later stage (only those defects that can be deferred in accordance with CUSTOMER's MEL or authorization from the CA of the CUSTOMER or those defects that will not affect airworthiness of the Aircraft at the sole discretion of the CONTRACTOR).

In case of non-agreement of such defect rectification man-hours the CUSTOMER Technical Representative and the CONTRACTOR will negotiate in good faith to reach agreement, failure of which will be escalated to senior management of the CONTRACTOR and the CUSTOMER.

The CONTRACTOR shall provide estimated man-hours for defect rectification work in writing and the CUSTOMER, if it authorizes its Local Representative to do so, shall approve the man-hours on a form (defect rectification approval form) to be provided by CONTRACTOR.

Article 18 Deferred Tasks

The CONTRACTOR shall inform the CUSTOMER representative about all deferred defects/tasks and if applicable, MEL and CDL processes according to the CUSTOMER's MCM. The CONTRACTOR shall supply the CUSTOMER Representative with a report each and every time a defect or task is deferred. All deferred maintenance, routine or non-routine, of any airworthiness matter must be approved by the CUSTOMER Technical Representative before the CONTRACTOR can issue a Certificate of Release to Service.

Article 19 Deviation from the Maintenance Schedule

Any deferment of a maintenance task or defect rectification has to be formally agreed by the CUSTOMER Technical Representative. The CONTRACTOR shall rectify defects in accordance with the maintenance manual, structural repair manual, wiring diagram etc. If data for defect rectification is unavailable in such documentation, the CONTRACTOR shall approach the CUSTOMER Technical Representative for approved instructions.

Article 20 Test flight

One or more flight tests shall be performed if required by the Aircraft work scopes specified in Appendix 3, if mandated by a test procedure required to comply with the requirements stated in the approved documentation or if otherwise requested by the CUSTOMER. Upon completion of the services on an Aircraft, the CONTRACTOR shall prepare such Aircraft for flight test and shall issue a Certificate of Release to Service. The flight test shall be documented in the CUSTOMERs Technical Log Book. All flight tests will be carried out in accordance with the CUSTOMERs flight test procedure and the applicable requirements stated in the approved documentation test procedure. The CONTRACTOR's inspectors shall analyse the CUSTOMERs flight crew flight test report and, if necessary, rectify any defects and raise a final certificate of release to service for the Aircraft. The CONTRACTOR shall assist the CUSTOMER wherever possible with the application for suitable airspace for flight tests, in due time according to the CUSTOMERs requirements and ensure that adequate notice is given to the CUSTOMER representative for them to ensure a flight crew is available to conduct any given test flight.

The costs, risks, and insurance of such test flight shall be borne by the CUSTOMER. If the repeat test flight will be required due to deficiencies / errors of the CONTRACTOR, the costs for such test flight will be borne by the CONTRACTOR.

Article 21 Release to Service Documentation

The CONTRACTOR shall provide the CUSTOMER with all reporting and maintenance records as listed below. Such deliveries will be subject to the conditions of supply specified in Article 14 of this agreement, or otherwise agreed by the parties. All reporting and maintenance records shall be made in readable and legible English and shall be kept in accordance with EASA/Bermuda and other applicable aviation authority requirements and those specified in the CUSTOMER's MCM including without exception:

The minimum documents package should be provided to Customer upon completion of works, preferably by posting signed and scanned pdf documents to the cloud, or by emailing them. The minimum documents package should include the following:

- Copy of CRS (with a copy of the corresponding TLB page);

- Copy of issued WP Daily Check;

-Signed (or stamped) by responsible persons MRO copy of Tally Sheet (Scope of work);

-List of all replaced components (Aircraft Component Change Record) with part and serial numbers, positions and certificate numbers, signed by MRO.

Complete set of documents for maintenance performance issued in accordance with the Customer's requirements shall be provided within 7 (seven) calendar days after maintenance completion by uploading to the Customer's server and shall include:

- Aircraft Technical Acceptance Receipt;
- List of Deferred Items;
- Inspection compliance record sheet;
- List of Certifying staff;
- Panel opening-closing list;
- Update of structural damage chart;
- List of applicable working cards;
- List of carried out AD's, SB, EO etc.;
- Compass swing card (if applicable);
- EASA Form 1 or equivalent for all maintained/inspected components and related shop finding reports;
- Complete set of certified job cards and other maintenance records such as serviceable tags, OEM service bulletins related to the work performed including all "dirty fingerprints";
- List of components replaced during Aircraft maintenance with historical utilisation data for Life Limited Parts;
- Documents proving traceability back to birth for Life Limited Parts not coming from the CUSTOMER;
- List of agreed work scope deviations signed by the CUSTOMER representative;
- Weighing Report if applicable;
- List of Check Findings in reference to the CUSTOMER Routine Tasks;
- Structural repairs and associated drawings;
- Report of significant findings, in particular those related to corrosion;
- Major repair and alteration for each structural repair performed out of SRM instructions following documentation will be provided.
- Complete communication with OEM including OEM approval;

- OEM authority approved documentation approving performed repair.
- Electronic copies DFP documentation regarding the executed works in PDF format as it is finished. Every closed WO should be provided in electronic form as separate file with a name formed by the following way: type of document (TC, SB, RC, NRC etc.) and its number. To the copy of WO should be attached copies of all certificates on all components used in work. All works should be provided to the Customer as described above before SRC will be issued.

All data required by the CUSTOMER for them to raise a warranty claim against third parties. If the warranty claim concerns man-hours and materials, such conditions shall be separately identified and agreed by the CONTRACTOR and the CUSTOMER Technical Representative.

Reports on the work performed (DFP) shall be provided to the Customer in the electronic form at least twice a week during the maintenance period.

Report on replaced components shall be provided to the Customer at least twice a week during the maintenance period.

Any mistakes, typographical errors and other inconsistencies of the reporting documents with the Customer's requirements shall be corrected by the Contractor within two calendar days from the date of its detection.

Article 22 Maintenance Recording

The CONTRACTOR shall retain and store copies of the maintenance records in accordance with the CONTRACTOR's MOE.

Article 23 Exchange of Information

The CONTRACTOR shall provide the CUSTOMER with a Flow chart highlighting planned progress on the Aircraft prior to Aircraft Delivery. Such Flow chart shall provide daily production targets, critical paths and production milestones to allow the CUSTOMER representative to perform their job and co-ordinate activities with the CONTRACTOR. A pre-input meeting will be held between the CONTRACTOR and the CUSTOMER during the week preceding the commencement of the check to discuss and agree the Flow chart, commit to the final work package and ensure all materials are available. In case of any changes in the timing of any work, as well as change of the final date of Aircraft Delivery, updated Flow chart in electronic form (PDF) to be provided to the Customer within 24 hours after such changes.

The CUSTOMER shall deliver the Aircraft to the CONTRACTOR according to the schedule specified in Appendix 3. The CONTRACTOR shall sign an Aircraft acceptance certificate upon delivery of the Aircraft.

The CONTRACTOR shall provide the CUSTOMER Technical Representative with a cross-reference table between RC and NRC in PDF as they are completed in total. Final cross-reference table should be provided to the Customer before CRS issuance.

The CONTRACTOR shall keep the CUSTOMER Technical representative continuously informed about the progress and involved in the performance of the services.

The CONTRACTOR shall inform, in writing, about the progress of the work at the following times and/or upon a written request from the CUSTOMER Technical Representative.

- Daily report beginning at the start of the check up to the day of redelivery. The report shall include card closure percentage, critical path changes, spares shortages and significant findings that may extend the TAT.
- End of check report detailing all deviations from the agreed schedule, any quality issues and follow up actions and any required amendments to procedures or documentation resulting from the performance of the services on the given Aircraft.

In case of a possible or suspected deviation of the agreed TAT, the CONTRACTOR shall without undue delay inform the CUSTOMER about such deviation. The information shall include:

- Reason(s) for the deviation.
- Corrective actions.
- Scheduling impact, including new redelivery date.
- Agree amendments to the next Aircraft's Appendix 3 schedule, if applicable.

The Aircraft shall be redelivered by the CONTRACTOR to the CUSTOMER according to the schedule agreed upon in Appendix 3. The Aircraft shall only be rendered for redelivery following the issuance of the Certificate of Release to Service and the CUSTOMER acceptance check. This check shall be carried out by the CONTRACTOR's duly authorized representative, the CUSTOMER's Technical representative and, if appropriate, Quality personnel from both Parties. This shall include a check of all Aircraft loose equipment and other inventory and shall allow the CUSTOMER Technical representative to sign acceptance of the Aircraft.

Article 24 Meetings

The CUSTOMER and the CONTRACTOR shall meet and address areas such as work scope planning, maintenance control, contract review, and quality matters. These meeting shall generally be held at the CONTRACTOR's facility, unless otherwise agreed. The following are the meetings to be held.

Daily Production Meeting:

During the ground time of the Aircraft check on each working day, a meeting shall be held in which the status and progress of the works shall be reported. The CONTRACTOR shall provide minutes of meeting.

Post-input Meeting:

This meeting will be held to discuss any significant issues resulting from an Aircraft check following redelivery of the Aircraft to the CUSTOMER. The modifications, corrosions findings, significant system problems and quality issues will be discussed.

Quality Meeting:

A quality meeting between the CUSTOMER's Quality Manager and the CONTRACTOR's quality manager will be held at mutually agreed intervals to ensure adequate follow up on all quality issues.

Article 25 Title and Insurance

The CUSTOMER shall provide insurance coverage of its Components, Aircraft and Materials throughout the maintenance period.

Title to Component and/or Materials supplied by the CONTRACTOR shall remain with the CONTRACTOR until such time as the CUSTOMER pays the CONTRACTOR in full for such Component at which time the title will pass to the CUSTOMER.

The CONTRACTOR shall be responsible for loss of and/or damage to Component whilst under CONTRACTOR's care within the terms and conditions specified in Article 26 (Liability and indemnity) hereto.

Contractor shall maintain during the whole term and any renewal terms of this Agreement, at its own cost and expense, General Legal Liability Insurance policy (including Products Liability) in respect of any claim or claims arising out of any one incident or occurrence arising pursuant to its performance under this Agreement, including but not limited to bodily injury, material and moral damages and physical loss of or damage to the Customer's aircraft. Prior to the commencement date of this Agreement and on request of Customer, shall provide reasonable evidence of insurance as required to be maintained by sending an insurance certificate.

The Contractor shall provide insurance including Product Liability, Hangar Keeper's Liability and Breach of Warranties, it shall be applicable and provide coverage for legal costs and any damages of the Customer aircraft, components and/or materials, including causes injury to a person or property that may result throughout the maintenance period.

Article 26 - excluded

Article 27 Technical Representative

The CUSTOMER shall assign at CONTRACTOR's facility five (5) Technical representative of the CUSTOMER's side and five (5) representatives from the Lessor side (maximum ten [10]) at its own cost and expense for the duration of the maintenance Services. Such CUSTOMER Technical representative(s) contracted employees of the CUSTOMER, CUSTOMER's lessee, or sub-contractors of the CUSTOMER.

Article 28 Warranty

The CONTRACTOR warrants to the CUSTOMER that at the time the Aircraft is offered to the CUSTOMER for acceptance, the work performed by the CONTRACTOR shall be free from defects. in workmanship introduced by the CONTRACTOR's servicing process for the period of time as defined in each Appendix. This warranty shall only apply to such defects of workmanship aforesaid as are discovered within the warranty period stated in any Appendix. Notification of such discovery shall be made to the CONTRACTOR in writing by the CUSTOMER within fourteen (14) days of discovery of any defect(s), such warranty claim shall include the part number and serial number of an Aircraft and/or Component as well as specific information regarding the nature of the defect and the manner in which the defect became apparent in sufficient detail to indicate the reasons for the claim and to verify that the defect is covered by this warranty.

It shall also state the date of removal of an Aircraft and/or Component in question from service, the number of intervening flying hours and flight cycles where applicable, and the date and reference number of the entry in the airworthiness records where the defect is reported.

In the event that an Aircraft and/or Component becomes the subject of a warranty claim Customer shall provide Contractor with the estimated man-hours, labour rates and other associates costs required to correct the defect at a different location (if available), and, with Contractors 's prior written consent to such costs, Customer may proceed to correct or have corrected such defect and Contractor shall reimburse Customer for such costs.

Contractor shall grant such consent in a timely manner no later than one Calendar Day in case of AOG and MEL C situations after receiving Customer's request. If Contractor does not respond in writing (by email) within one Calendar Day from the date of Customer's request in case of AOG and MEL C situation, it constitutes consent to and approval of the measures/plan suggested by the Customer.

In addition to the above liability of Contractor, Customer is entitled to claim for reimbursement of other cost (if any) caused by the defect workmanship of Contractor during the warranty period for particular aircraft delivered to Contractor. The claim shall be supported with documented proof.

If a warranted defect causes an Aircraft to be unairworthy and unsuitable for commercial flight under emergency/AOG condition, Customer shall inform Contractor without delay. Customer may correct or have corrected such warranted defect without Contractor's prior written consent to costs. Contractor may, at its option and expense, and time permitting send a representative to oversight such correction on site. If such defects are consequently proved to have arisen during the warranty period as a result of the Contractor's defect workmanship, the warranty terms, as mentioned in this Article 28, will be applicable. If a correction is performed by Customer or its agents ("Warranty Repair Station"), reasonable reimbursement to Customer will be provided.

If it has been decided that CUSTOMER shall return such Aircraft and/or Component to the CONTRACTOR, Customer shall arrange such return, transportation charges incurred in returning an Aircraft and/or Component to CONTRACTOR at CONTRACTOR Location shall be pre-paid by the CUSTOMER and subsequently reimbursed to the CUSTOMER by the CONTRACTOR in the event that it is determined that the warranty claim is valid.

Upon the arrival of an Aircraft and/or Component at CONTRACTOR Location, CONTRACTOR will review the alleged defect or fault to determine whether, in the opinion of the CONTRACTOR (acting reasonably and commercially), such defect, or fault has arisen or has been caused by the defective or faulty performance of the Services by the CONTRACTOR or its sub-contractor. If it is determined by the CONTRACTOR that the warranty claim is valid and that the defect or fault has arisen within the warranty period specified in the relevant Appendix, and provided that following the performance of the Service which is the subject of the warranty claim an Aircraft and/or Component has been operated in accordance with the applicable manufacturer's instructions and/or the "Approved Flight Manual" and has not been the subject of any relevant accident, abuse or misapplication and has not been used in developmental or experimental flying or has otherwise been interfered with, including the performance of any Services to an Aircraft and/or Component by a third party, the CONTRACTOR will repair the defect or fault and otherwise restore an Aircraft and/or Component to the condition it should have been in had the defect or fault had not arisen.

In the event that work is performed to rectify a defect or fault which is the subject of a valid warranty claim hereunder, following the performance of such rectification work, the remainder of the original warranty period shall apply.

This warranty provided by the CONTRACTOR pursuant to this Article is personal to the CUSTOMER and shall not be assigned without the prior written consent of the CONTRACTOR, which shall not be unreasonably withheld.

The CONTRACTOR will to the extent possible assign to the CUSTOMER such warranty benefits as may accrue to the CONTRACTOR under the terms upon which material is procured and incorporated by CONTRACTOR in the CUSTOMER's Aircraft and/or Component under any Appendix.

The CONTRACTOR agrees, if authorized in writing by the CUSTOMER to do so, to make warranty claims to parts suppliers on behalf of the CUSTOMER and will reasonably assist the CUSTOMER, by providing necessary supporting documentation, to pursue such claims.

In the event of the failure of any Component, the repair or Overhaul of which was sub-contracted out by the CONTRACTOR, the CONTRACTOR shall remain fully liable for reimbursement of the costs incurred by the CUSTOMER due to such failure, and the full benefits of any warranties therein provided by the sub-contractor and enjoyed by the CONTRACTOR, shall to the extent possible be assigned to the CUSTOMER.

The provisions of the warranty are in substitution for and exclude all express or implied statutory or other warranties, guarantees, conditions or liabilities (whether as to fitness, quality, standard of workmanship or otherwise). Except as expressly stated above, CONTRACTOR makes no other warranty expressed or implied and specifically disclaims the implied warranty of merchantability and fitness for a particular purpose.

Warranty Exclusions and Limitations

The Warranty set out in Article 28 above is excluded where:

- The Aircraft/Component is not operated, not maintained, stored, handled, installed, inspected, serviced, used, or operated in accordance with the procedures recommended by the OEM, the requirements of the applicable airworthiness Authorities;
- Material causing the defect was not manufactured or supplied by, or the work causing the defect was not performed by the CONTRACTOR;
- The defective unit has been repaired, overhauled or modified after the Redelivery of the Component;
- The manufacturer's identification tag or serial number has been removed or obliterated or altered or cannot otherwise be identified;
- The Aircraft/Component has been damaged or otherwise became defective as a result of an incident or accident after Redelivery, or where the defect may have been caused or contributed to by such accident or incident;
- The Component has been damaged or otherwise became defective due to the failure or malfunction of another part or unit which has not been maintained or supplied by the CONTRACTOR (i.e. consequential or resultant damage), or due to Component utilization and maintenance not in accordance with OEM and Aviation Authorities instructions;
- The Component has been damaged or otherwise became defective due to corrosion resulting from or related to CUSTOMER' improper storage, servicing, testing and/or inspections;
- The defective unit other than the Component is not delivered to the CONTRACTOR within the time set out in Article 2 of Appendix 2 (Turn Around Time) hereof, after the CUSTOMER has established the defect, save where CONTRACTOR expressly authorizes the CUSTOMER, in writing, to repair the defect and another suitably

qualified facility, where it is uneconomical to repair the defect at CONTRACTOR's Location;

- The Component has been disassembled, packed, repaired modified and altered by anyone other than the CONTRACTOR or other than in accordance with CONTRACTOR's instructions or in pursuance of the terms of this warranty;
- Material installed or Services rendered by the CONTRACTOR or its sub-contractors is defective due to any provisional repair specially requested by the CUSTOMER;
- The alleged defects are caused by normal wear and tear.
- Consequential Loss, indirect and other losses – the CUSTOMER will not be liable for any Consequential Loss, Loss of profit and/or indirect and other losses.

Transportation

The CUSTOMER shall be responsible for the movement of an Aircraft and/or Component to and from CONTRACTOR's Location and all charges relating thereto except where the transportation and related charges are incurred in connection with a proven warranty claim for an Aircraft and/or Component, in which event the charges shall be borne or reimbursed (as the case may be) by the CONTRACTOR.

Notices and requests

All notices and requests required to be given under this Agreement or any Appendixes shall be in writing and sent by messenger, courier, recorded delivery, or registered mail (with proof of posting if requested), or by facsimile or email with a delivery receipt confirming the same has been received by the recipient. All such communications shall be addressed to the respective Parties as set out below and shall take effect upon receipt of the same:

CUSTOMER's Contact Details:

Attention (name)	Contracts Unit, Technical Department
Position:	contractTD@rossiya-airlines.com
Telephone	+7(812)633-39-52

CONTRACTOR's Contact Details:

Attention	
Position	
Telephone	

Attention	
Position	
Telephone	

Should any of the contact details change, the relevant Party shall inform the other Party of such change within a reasonable period of time. In the absence of such notification, a

Notice sent to the address that was the last known to the other Party shall be deemed received as stipulated in this Article.

Representations and Warranty

The CONTRACTOR and the CUSTOMER each represents and warrants to the other Party as follows:

That it is a corporation duly organized and validly existing under the laws of the jurisdiction in which it is incorporated and, if relevant under such laws, is in good standing, and has the corporate power and authority, and all licenses, rights, permits, certifications, franchises and other privileges, necessary to execute and deliver, and to perform its obligations under this Contract.

Execution and delivery of this Contract and any Attachments or Appendixes thereto, and the performance of the Parties obligations hereunder, have been, or will be as the case may be, authorised by all necessary corporate action and do not contravene any provision of either Parties' certificate of incorporation or by-laws (or equivalent constituent documents) or any law, regulation or contractual restriction binding on or affecting it or its property.

Once executed, signed and delivered this Contract, and any Attachments or Appendixes thereto constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Each Party represents and warrants to the other Party that:

- the conclusion and / or execution of the contract by the Party does not contradict the laws, regulations of state authorities and / or local self-government, local regulations of the Party, court decisions;

- The Party has received all permissions, approvals and confirmation necessary for the conclusion and / or execution of the contract (including aforementioned documents to comply with the current legislation of the country of registration of the Party or the constituent documents of the Party);

- The party is not insolvent or bankrupt, is not in the process of liquidation, its property in the part essential for the execution of the contract has not been seized, its activity has not been suspended;

- The party has the appropriate permits (licenses, etc.) and approvals that give the right to supply or provide services under the contract;

- before the signing the contract, its text has been examined by the Party, it understands the nature and meaning of all its provisions, including the conditions regarding the order of application and the amount of liability arising for non-fulfillment / improper fulfillment of its obligations, and, acting on its own will and in its own interests, fully recognizes and absolutely accepts all its conditions, including the amount of fines and penalties;

- the contract is signed by a person authorized to do so in accordance with the law and the constituent documents of the Party.

All of the above representations and warranties are essential for the conclusion of the contract, its execution or termination, and the Parties will rely on them.

At the request of the Party, the other Party that gave false assurances about the circumstances is obliged to compensate non-defaulting Party for losses caused by the inaccuracy of such assurances.

The Party that relied on false assurances of the other Party that have significant importance to non-defaulting Party, along with a claim for damages, also has the right to withdraw from the contract.

Warranty for the Maintenance performed shall be not less than 6 month.

The warranty period for the performed painting shall be 24 months from the date of signing of the Act of acceptance of work.

The warranty shall be assigned to the Lessor of the Aircraft after the Aircraft redelivery.

The contractor is responsible/liable for loss of or damage to the customer's property while such property is in storage or under contractor's control.

In the event of defective repairs or maintenance (works performed with the violation of the maintenance and repair procedures, use of uncertified materials/instruments, etc.). The Contractor shall rectify all findings, i.e. re-perform the work, at its own expense.

In case of delays in-performance of the works if those take place due to the Contractor's faults and/or omissions (including its subcontractors), Contractor shall provide the Customer with monetary compensation equal to the document supported costs of the Customer incurred due to late redelivery of the Aircraft to lessor, provided such costs had resulted from the Contractor's faults and/or omissions (including its subcontractors).

Article 29 Validity

This Contract shall come in effect on the day of execution by both Parties and shall remain valid till 31.12.2024 to the extent applicable for Article 28 (Warranty).

Unless otherwise stated within the Agreement or its Appendixes, this Agreement and any Appendixes may be terminated at any time and for any reason by mutual agreement or by one Party giving the other Party ninety (90) days prior written notice of such termination save that there shall be no termination of this Agreement whilst a valid Appendix is in existence except where the terminating Party intends to terminate this Agreement and associated Appendix simultaneously.

Either Party is entitled to suspend all or part of the Services, or terminate this Agreement and any Appendixes in the following circumstances:

- Failure by one Party to remedy a breach of this Agreement within Sixty (60) days after receiving a written notice from the other Party requiring the breach to be remedied; or
- If a Party:
 - ✓ is placed into liquidation under the applicable laws of the country to which that Party is subject (except for the purpose of amalgamation or restructuring), bankruptcy, insolvency, or receivership, or a declaration of insolvency is made in respect of that Party;
 - ✓ enters into an arrangement with creditors;
 - ✓ is unable to carry on all or a substantial part of its business;
 - ✓ is unable to pay its debts or fails or admit its inability generally to pay its debts as they become due, and/or;
 - ✓ institutes, or has instituted against it a proceeding that seeks, in respect of that Party, a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights this Agreement and any Appendixes shall be automatically terminated with immediate effect.

The termination of this Agreement pursuant to Article a above also results in the termination of any Appendix, but termination of an Appendix pursuant to Article a does not automatically terminate this Agreement unless otherwise set out in the termination notice.

Except as otherwise provided in this Agreement, in case of a termination of this Agreement, the CONTRACTOR shall no longer be required to provide any Services to the CUSTOMER, unless agreed in writing between the Parties. For the avoidance of doubt, CONTRACTOR shall upon termination of this Agreement or an Appendix, not be under any duty of care (including without limitation storage actions) in respect of any Aircraft and/or Component.

If this Agreement is terminated by the CUSTOMER, the CUSTOMER shall pay the CONTRACTOR for work or Services already performed, if those have been agreed and accepted by the CUSTOMER.

If any materials already supplied up to the date on which the termination of this Agreement becomes effective (being work and materials which the CONTRACTOR has contracted to provide in accordance with this Agreement or any Appendix), hereunder which cannot be cancelled, recovered, or otherwise utilized by the CONTRACTOR, including for other customers, then such materials must be provided to the Customer on the following conditions:

- 1) Materials supplied by the Contractor will be paid for by the Customer within 60 calendar days after receiving the corresponding invoice to the address amd9@rossiya-airlines.com. The price of Materials will include the cost of packaging, labeling and shipping to address and will not include any surcharges.
- 2) Materials shall be shipped in packaging that ensures their safety from mechanical damage, provided that there are certificates of conformity and / or certificates of analysis and / or quality certificates of the manufacturer and safety data sheets (MSDS) and technical data sheets (TDS).

Packaging of the Materials must comply with established standards or technical conditions, have a marketable condition and markings and tamper evident indicators provided by the manufacturer, and also ensure, subject to proper handling of the cargo, the safety of the Materials during transportation and storage. If the Material falls under the category of "hazardous material / dangerous goods", the packaging of such Material must comply with the requirements of the current regulatory enactments for the transportation of such Material by air and land transport.

If this Agreement is terminated by the CONTRACTOR, the CUSTOMER shall pay the CONTRACTOR for all work or Services already performed to the date on which the termination of this Agreement or Appendixes becomes effective which the CONTRACTOR has been contracted to provide under this Agreement and the CONTRACTOR will bear cost of any commitments made in respect of the Services to be provided hereunder which cannot be cancelled, recovered, or otherwise utilised by the CONTRACTOR.

If CUSTOMER fails to comply with any of its obligations under this Agreement, including making appropriate payments on time, CONTRACTOR may suspend this Agreement and any Services covered by the Agreement after giving CUSTOMER written notice of thirty (30) days.

Effects of termination

Lessor of the Aircraft shall have a right for final decision regarding the Maintenance performing. If due to Lessor decision on return of the AC no maintenance is required, the Customer shall be entitled to terminate the agreement without any penalty and indemnification to the Contractor, provided the Customer pays the price of the services and works properly fulfilled by the Contractor on request of the Customer and accepted by the Customer.

If this Agreement is terminated by the Contractor without due and just cause (on its own initiative), then the Contractor shall pay document supported reasonable costs of the Customer including but not limited to aircraft downtime due to such unreasonable termination of the Agreement by the Contractor, fines and compensations imposed by the aircraft lessor/owner on the Customer in connection with non-compliance to aircraft redelivery conditions and delays in aircraft return deadlines.

The General Terms set out in this Agreement will apply to all Appendixes and/or any other documents referencing this Agreement. The Appendixes will be effective from the date specified therein – or, if not specified, from the date of signature under this Agreement and will remain effective for an indefinite period of time unless otherwise stated.

The Parties may terminate this Agreement at any time by a 60-day's prior written notice.

If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time upon written consent of the Parties.

Except as provided for elsewhere in this Agreement the rights and responsibilities of each Party this Agreement shall not be assigned or transferred either wholly or in part to a third party without prior written consent of the CONTRACTOR of the other Party (such consent not to be unreasonably withheld), provided that CONTRACTOR may assign this Agreement and any Appendix to this Agreement to an Affiliate of CONTRACTOR provided that CONTRACTOR will procure that such Affiliate adheres to the confidentiality and non-disclosure undertakings herein as if that Affiliate were a party to this Agreement.

This Agreement shall not be varied, amended or supplemented except by an instrument in writing executed concurrently with or subsequent to the execution of this Agreement and signed by CONTRACTOR and the CUSTOMER.

Verbal agreements reached before, during or after the period of this Agreement shall not be binding upon either Party unless and until mutually confirmed in writing.

All Appendixes hereto shall form an integral part of this Agreement and will become effective upon signature by both Parties. Appendixes may be signed concurrently with this Agreement or on subsequent dates. In the event that any provision in the Appendixes to this Agreement conflicts with any provision in this Agreement, then the relevant Appendixes shall prevail.

In the event that any provision of this Agreement is declared by any court or tribunal or similarly competent authority, to be void, voidable, illegal or otherwise unenforceable, or indications of the same are received by either Party from any such authority, the Parties shall amend or remove the provision in such reasonable manner as achieves the intention of the Parties without illegality or invalidity. In any event, if any provision of this Agreement is held by any court, tribunal or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions of this agreement and the remainder of the affected provision.

Failure by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver, whether past or future, by such Party of such provisions or in any way affect the validity of this Agreement or any part thereof.

The Parties have negotiated this Agreement on the basis that its provisions represent their entire agreement with respect to the subject matter hereof and supersedes all proposals, representations, understanding and prior Agreements, whether oral or written, and all other communications between them relating thereto, The Parties irrevocably and unconditionally waive the right to claim damages and/or rescind this Agreement as a result of any misrepresentation, unless such misrepresentation was made fraudulently.

The Parties undertake not to disclose any information whatsoever concerning this Agreement, unless prior permission has been given in writing by the other Party, which permission shall not be unreasonably withheld. Notwithstanding the foregoing, the

CONTRACTOR shall have the right to use, refer to and rely upon this Agreement to recover any sums due to it from the CUSTOMER hereunder.

The Agreement and all communications shall be in English language.

Headings shall be for reference purposes only and shall not affect the interpretation of this Agreement or any Appendix.

If any part of this Agreement or any Appendix is found by any court or other competent authority to be unlawful or unenforceable it shall be considered severable so as not in any way to affect the remainder of this Agreement and the Parties shall, acting reasonably and commercially, agree on substitute provisions which are not unlawful or unenforceable.

All Appendices shall form part of this Agreement and will become effective upon signature by both Parties. Appendices may be signed concurrently with this Agreement or on subsequent dates. In the event that a provision in any Appendix conflicts with any provision in this Agreement, then the relevant Appendix shall prevail.

In no event shall the Customer be liable for consequential or special, incidental or other damages, including loss of profits, downtime or claims by third parties against the Contractor whether based on contract, tort, or any other legal theory.

Article 30 Confidentiality

Except as required by law, both Parties and their respective employees, officers, directors, and personnel shall hold confidential all technical data and information ("Confidential Information") supplied by or on behalf of the other Party, whether security classified or not. Neither Party shall sell, assign, license, franchise, sub-license, or otherwise disclose the terms of this Contract or the specific terms of the Services provided hereunder (as specified in an Appendix) to any third party without the prior written consent of the other Party. Notwithstanding the aforesaid, the CONTRACTOR may disclose on a need-to-know basis Confidential Information and/or the specific terms of the Services provided under this Contract to a third party, provided that the CONTRACTOR will procure that such third party adheres to the confidentiality and nondisclosure undertakings herein as if that third party were a party to this Contract.

Article 31 Governing Law and Jurisdiction

This agreement is governed by and construed in accordance with the law of England and Wales. If any dispute or difference arising out of or in connection with this Agreement (including any question regarding its existence, breach, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement) ("Dispute") arises between the Parties under or in connection with the Agreement, either Party may give notice thereof to the other Party along with reasonable particulars of the Dispute. The Parties will use reasonable endeavors to resolve all disputes or differences which may arise

out of or in connection with the Agreement by way of negotiations. If the Parties fail to resolve any Dispute within sixty (60) calendar days of the notice of Dispute, either Party may by notice to the other Party require the Dispute to be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The Customer shall nominate one arbitrator and the Provider shall nominate one arbitrator, and the two arbitrators so nominated (once appointed) shall agree on and nominate a third arbitrator, who shall serve as the presiding arbitrator. In the event that the Provider or the Customer fails to nominate an arbitrator within the time limits specified in the LCIA Rules, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that the two arbitrators fail to nominate a third arbitrator, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that both the Provider and the Customer fail to nominate an arbitrator within the time limits specified in the LCIA Rules, all three arbitrators shall be nominated and appointed by the LCIA Court. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The arbitrators shall have the power to make orders as to costs.

Parties shall find a solution through fair negotiations in relation all disputes and disagreements arising out of or in with this Agreement. If such negotiations fail to the resolution of the dispute / disagreements, the interested Party sends a claim, which sets out the motivated claims of the applicant and the grounds on which the claims are based, with the attachment of documents confirming the claims.

The claim shall be sent to the e-mail addresses specified in section 28 of the Agreement, with the obligatory sending by registered mail with an inventory and notification of receipt, and is subject to consideration within 30 (thirty) calendar days from the date of receipt. The calculation of the specified period starts from the next business day after sending the letter by e-mail.

Article 32 Export Control

The CUSTOMER agrees to comply with any export requirement or restriction imposed by the United Nations, United States of America, the European Union and any other jurisdiction that may be applicable to the Services provided under this Contract. The CUSTOMER shall not export or re-export any item, technical data and any related materials or information to any country, party, or person subject to such requirements or restrictions at the time of such export or re-export. The CUSTOMER shall indemnify against and hold the CONTRACTOR harmless from all liabilities, claims, demands, proceedings, suits, judgments, damages (including without limitation any consequential and/or secondary damages) and losses including reasonable costs, fees and expenses in connection with, or incidental to a breach by the CUSTOMER of its obligations under this Article 32.

Article 33 Force Majeure

33.1. None of the Parties will be liable for non-execution of its obligations under the Contract on time, provided that such non-execution has result from effect of force-majeure

(further hereunder FM), i.e. extraordinary and unforeseeable circumstances which occur within the Contract's validity period, which are out of control of the affected Party (hereinafter the Affected party) and which could not be foreseen by it (including the flood, earthquake, volcano eruption and other natural disasters and military actions, blockades, import or export bans, law modifications). Fires and strikes shall be deemed as FM, unless they are caused by the faulty and/or negligent action/omission of the Affected party and/or persons controlled thereby (employees, contractors, consultants, etc.). Faults/suspensions in operation of the equipment and/or software as used by the Affected party, damage of communication lines and/or means shall be FM, only if they are caused by the effect of natural and/or anthropogenic factors and that they do not result from the faulty and/or negligent action/omission of the Affected party and/or third persons.

33.2. The Affected party shall immediately, no later than 7 (seven) calendar days from the moment FM occurs, inform the other Party in writing about its occurrence, anticipated duration of the effect, as far as it is possible, evaluate the influence thereof on execution (including the execution term) of obligations under the Contract, excluding the cases when such notification is impossible by force of the above events. As FM ceases the Affected party shall be obliged within the same period to inform the other Party thereabout, indicating the expected term for the obligations under the Contract to be performed.

33.3 No availability of the notice or untimely notification about occurrence of FM will deprive the Affected party of the right for exemption from the liability to perform the obligations hereunder.

33.4 Upon request of the other Party, the Affected party shall file the official document as issued by the competent governmental authority or entity to confirm the fact that the events treated as FM have occurred.

33.5 Occurrence of FM will prolong the term for execution of obligations under the Contract for the period in line with the duration of the above events' effect, in terms of a reasonable period to remove the consequences thereof, unless the Parties have agreed otherwise.

33.6 In case FM and consequences thereof will last longer than 30 (thirty) calendar days, any Party will be entitled to claim for termination of the Contract unilaterally and out-of-court.

Article 34 Taxes and VAT

Prior the the first payment date the Contractor shall hand over the Customer (i) a letter confirming that that Contractor is the beneficial owner of the income that the Contractor receives under this Agreement, and (ii) a certificate confirming the Contractor's tax residency in the state of its registration issued by the tax authorities in a form, suitable to claim, where applicable, the benefits under any Treaty on Avoidance of Double Taxation between Russia and the country of the Contractor's registration. If the aforementioned documents are not available to the Customer on or before the date of the 1st payment against the Agreement such payments will be postponed till the date the documents become available to the Customer.

All fees and prices under this Agreement are exclusive of any Value Added Tax or similar tax on value or turnover payable in respect thereof, which tax, if any, will be payable by the Customer in addition.

If Provider is required by law to make any deduction or withholding from any payment hereunder, it shall do so and the sum due from Customer in respect of such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Provider receives and retains (free of any liability in respect of any such deduction or withholding) a net sum equal to the sum it would have received and retained had no deduction or withholding been required to be made.

All form of Taxes arising out in connection with this Agreement, shall become the responsibility and the obligations of each Party in accordance to the tax regulation applicable to the Party.

Article 35 Anticorruption clause

35.1 While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

35.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 35.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph above by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

35.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 35.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim

compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

Article 36. Legal addresses and bank details of the Parties

CUSTOMER's:

«Rossiya airlines» JSC,
18/4, Pilotov street,
Saint-Petersburg,
196210, Russia

BANK DETAILS (the currency of the contract is EUR, currency of payment is EUR)
The invoices should be sent to e-mail: amd9@rossiya-airlines.com

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG,
RUSSIA
SWIFT: SABRRUMM
Acc. Transit 40702978455001000080
Acc. Current: 40702978155000000080
Correspondent Bank: Deutsche Bank AG, Frankfurt am Main
SWIFT: DEUTDEFF

CONTRACTOR's:

BANK DETAILS

Article 37. Miscellaneous

Any changes to the essential terms of the contract (on the subject, scope, lead time) during the period of its validity on the initiative of the contractor are not allowed.

In the event of a unilateral change by the contractor of the essential terms of the contract, "Rossiya airlines" JSC has the right to charge for liquidated damages, and the contractor is obliged to pay such liquidated damages.

If there is a material breach of the obligations stipulated in the Agreement by Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) and/or the conditions and warranties against the Agreement are not met for any reason attributable to Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract), then Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) shall pay to the "Rossiya airlines" JSC liquidated damages at 20 % from the value of such outstanding liability. "Rossiya airlines" JSC has the right to set off the amount of liquidated damages from the amounts due to the Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) when effecting payment. "Rossiya airlines" JSC reserves the right pursue any other remedy with respect to the Agreement.

If the obligation to pay liquidated damages under this Clause is or becomes void or unenforceable (either in whole or in part) for any reason, then “Rossiya airlines” JSC will, to the extent of the voidness or unenforceability, be entitled to claim unliquidated damages at law in relation to any relevant delay or other matter.

The liquidated damages payable under Clause represent (1) a fair, reasonable and proportionate calculation of “Rossiya airlines” JSC damages and legitimate business interests lost in connection with this Agreement, are not exorbitant, extravagant, unconscionable; and (2) will be a debt due and payable from Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) to “Rossiya airlines” JSC.

Not later than the date of signing this Contract, the CONTRACOR shall provide the CUSTOMER with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 4 to this Contract, with the provision of supporting documents.

In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the CONTRACTOR, he is obliged to immediately notify the CUSTOMER about this with the attachment of supporting documents.

Signatures:

For TBD:

Name:

Title:

Signature_____

Date_____

For “Rossiya airlines” JSC

Name: Yan Burg

Title: Deputy General Director,
Technical Director

Signature_____

Date_____

Appendix 1 – Commercial Terms

1. Payment conditions.

1.1. Payment shall be made by wire transfer.

1.2. CUSTOMER's payment procedure:

1.2.1. 20% of the NTEP is paid on or prior to the works commencement date to the relevant invoice of the Contractor issued at least 10 bank days prior to the scheduled date of setting of the Aircraft for maintenance;

1.2.2. The remaining part of NTEP is paid within 30 calendar days from the date on which the Customer receives a final invoice on the works performed by the Contractor and full set of the documentation package for the work performed;

1.2.3. The invoice for any additional charges and/or for cost incurred in addition to and in excess of the NTEP (provided those are extra to the workscope) shall be paid within 30 calendar days after Parties agreed such additional charges and made a corresponding amendment to the Agreement.

All invoices for payment shall be sent to amd9@rossiya-airlines.com without any undue delay in time as stated above. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the CONTRACTOR shall not postpone accomplishment of Services or release of the Aircraft.

1.2.4. Customer is only liable for the bank costs, expenses, charges and fees as charged under SHA (SHARED) payment code (the payer (sender of the payment) will pay all fees charged by the sending bank. Engine maintenance provider (recipient of the payment) will pay all fees charged by the receiving bank. The recipient will receive the payment minus any and all correspondent/intermediary fees).

1.2.5. Currency of this Agreement is EUR. All payments under this Agreement shall be invoiced in EUR or in Russian rubles based on rate of Central Bank of Russia on the payment date. [Currency of payment will be approved after completion of the procurement procedure, for foreign contractors payment will be EUR, for Russian and CIS contractors Russian rubles]

1.2.6. For the purposes of customs clearance, all, commercial and shipping invoices issued under this Contract shall contain a reference to this Contract.

1.2.7. In case of non-fulfillment (improper fulfillment) by the Contractor of its obligations, the downpayment must be returned within 10 (ten) business days from the date of Customer's request.

In case of disagreement, non-fulfillment, poor-quality execution, etc. the Customer has the right to demand a refund of the amount of services not rendered before the expiration of the contract in accordance with the bank details specified in clause 36 of the Contract.

1.2.8. Disputes as to invoices must be accompanied by detailed supporting information. Contractor shall correct any inaccurate invoices. Any corrected invoice must be paid in accordance with agreed terms of payment which shall be applicable from the date of receipt of the corrected invoice by the Customer. Penalties for disputed invoices is

not applied.

- 1.2.9. When returning the aircraft to the Customer's location, all invoices containing the full, final cost for the work performed must be provided for customs clearance purposes.

A. CHARGES

- A.1. For the Services detailed in Appendix 3 – Individual Aircraft Work Scope Article C.1, the CONTRACTOR shall charge the NTEP in amount of _____ EUR specifically:

NO	AIRCRAFT REG.	WORK SCOPE	NTEP
			EUR
A.1.1	A320-214 MSN 2163 VP-BWI, work scope is indicated in A.2		

In case of reducing of work scope, the Customer must inform the Contractor about such reducing before aircraft induction date and Contractor must adjust the fixed cost accordingly.

- A.2. The above fixed charges in Article A.1. above, as applicable, include the following:

- Performing of End of Lease Work Package (WP), full WP with Work orders, Task cards and Job cards in accordance with documentation indicated in clause C.1.
- All additional works, which are required to rectify all findings during WP performing within 15000 Man Hours (MH) in accordance with Labor rates in table A.5. below.
- All necessary expendables/consumables material for the Maintenance, including rectification of all findings;
- All subcontract service, including fees;
- All handling (power supply services, servicing of toilets, draining/refplenish water etc.) of the Aircraft, completion of Daily, Weekly checks.
- Hangar space until CRS is issued and 3 (three) calendar days afterwards.
- All needed equipment and tools.
- Provision of 2 offices with office's equipment (laser printer with needed consumables, copier, and internet access (Wi-Fi) not less than 1 Mb/s) during the layover period for up to 5 representatives of the Customer and 5 representatives from lessor team. Classified area (airport and Contractor's facility) pass for representatives of the Customer and the Lessor to enter the Contractor's territory, including hangar. Providing technical representatives of the

Customer with a transfer from the hotel to the hangar and back, taking into account the irregular working hours of technical representatives. Providing technical representatives of «Rossiya airlines» JSC with mobile communications with international calls and the Internet;

- Airport fees, if applicable.
- Disassembly and assembly of Galley 1,5, their packing for outside repair dispatching.
- Full external washing and interior cleaning of the Aircraft, including washing of landing gears wells sufficient to keep the aircraft clean during and after maintenance + anti-corrosion coating repair
- Aircraft towing to/from hangar in a number required for performance of all declared works;
- Aircraft fuel draining/refueling in a number required for performance of all declared works;
- Provision of the equipped storage space by the Contractor, which is intended for storage of spare parts (components, materials sets, etc.) delivered by the Customer and required for maintenance performance;
- Provision of the executed package of documents for the performed works in the electronic form by the Contractor with uploading to the Customer's server and sending to the Customer of the original executed package within 3 (three) calendar days after Customer written confirmation on the complete elimination of comments on the documentation has been given.
- Repainting of the Aircraft to livery (including wing and empennage), which will be delivered by Lessor before 2 month of redelivery. For NTE price the Contractor shall calculate repainting cost, based on Rossiya's livery level of difficulty. Paint system Base Coat/Clear Coat.
- Weighing of the elevators and the after the repainting.

A3. Warranty for the Maintenance performed shall be not less than 6 month from the date of issued CRS.

The warranty period for the performed painting shall be 24 months from the date of signing of the Act of acceptance of work.

The requirements for the quality of painting works are set out in Appendix 3 to this Contract. The warranty shall be assigned to the Aircraft Lessor on the date of Aircraft redelivery.

A.4. The maximum total cost of additional works should cover the cost of labor and consumables, as well as other costs of the Contractor associated with the performance of unscheduled maintenance works, the need for which was identified in the process of performing planned works provided by the documents specified in clause C.1., Appendix 3

and will not exceed:_____EUR.

A 5. The cost of any additional work not specifically mentioned in A.2. and A.4. shall constitute an additional amount that shall be charged and paid separately from the Fixed price iaw table below:

	Description	EUR
A.5.1.	NTE price	
A.5.2.	General Maintenance Labor rate per MH	
A.5.3.	Cabin maintenance Labor rate per MH	
A.5.4.	Structure repair shop (SRS) Labor rate per MH	
A.5.5.	Engineering services Labor rate per MH	
A.5.6.	Components maintenance services Labor rate per MH	
A.5.7.	Non-Destructive Testing (NDT) Labor rate per MH	
A.5.8.	Consumables, Expendables and component Handling Charge	%
A.5.9.	Material handling cap	
A.5.10.	Handling Fee for Materials supplied by Customer per item	
A.5.11.	Subcontract Charges	%
A.5.12.	Subcontract Charges cap	

A.6. The CUSTOMER hereby agrees to pay all Airbus, Regulatory Authority or other manufacturer (as applicable) fees levied towards the CONTRACTOR for any engineering work or release or supply of any drawings, documents, information or data to support repairs or defect rectification in connection with the Services for the Aircraft input.

A.7. Flight test expenses (if flight test is required), navigation & parking charges at the airport shall be the responsibility of the CUSTOMER, , except those are necessary due to mistakes/omission/defects in the services provided by the CONTRACTOR

or/and its subcontractors.

- A.8. Fuel (including for ground run) and catering charges are responsibility of the CUSTOMER.
- A.9. The CONTRACTOR reserves the right to position the Aircraft at the apron area adjacent to the CONTRACTOR`s Hangar if the CUSTOMER fails to meet any of its obligations that directly or indirectly lead to TAT extension. The CUSTOMER shall be responsible for reasonable document supported costs associated with such parking.
- A.10. Due to reasons within its sole control, if the CONTRACTOR exceeds the delivery time, the CONTRACTOR agree to reimburse the CUSTOMER one (1) per cent of the events fixed price charge per day (after a grace period of one (1) Day for those aircraft delayed beyond the agreed TAT. [Inclusion of any limits/CAP applied in regard of this clause is not allowed]

Signatures:

For TBD:

Name:

Title:

Signature_____

Date_____

For "Rossiya Airlines" JSC

Name: Yan Burg

Title: Deputy General Director,
Technical Director

Signature_____

Date_____

Appendix 2 – List of Applicable Aircraft

1.

NO	LOT	AIRCRAFT TYPE & MODEL	SERIAL NUMBER	AIRCRAFT REG.	ENGINE MODEL
1.1.	A320-214 MSN 2163 VP-BWI				

2. Subject to the CONTRACTOR receiving the Work Package and required kits and any other material to be supplied by the CUSTOMER at least two (2) weeks prior to the input date and provided that no significant defects are found on the Aircraft, the layover period for the Services shall be as follows:

NO	MSN	AIRCRAFT REG.	TAT (Calendar Days)	Approximate induction period
2.1.	[To be indicated after completion of the bidding procedure]			

3. The Aircraft shall be delivered by Customer to MRO with Incoterms 2020 DAP condition, Contractor shall redeliver the Aircraft to the Customer with Incoterms 2020 ExW condition (if applicable), or another conditions mutually agreed between the parties be e-mail.

4. If necessary, the Customer shall deliver units, assemblies and components of the Aircraft to the Contractor's territory on DAP terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties. If the delivered assemblies, units and components of the Aircraft were not used the Contractor shall return them on the free of charge basis, as well as assemblies, units and components removed from the Aircraft, to the Customer on FCA terms (Incoterms 2010) TBD or other place, or terms, as agreed by the parties.

Signatures:

For TBD:

Name:

Title:

Signature_____

Date_____

For "Rossiya airlines" JSC

Name: Yan Burg

Title: Deputy General Director,
Technical Director

Signature_____

Date_____

Appendix 3 – Individual Aircraft Work scopes

C.1. Accomplishment of the Scope of Work as listed in the following table below:

Item	AIRCRAFT REG.	WORK SCOPE	DOCUMENT REF.
C.1.1	[To be indicated after completion of the bidding procedure]		

C.2. Performance of any other work as requested by the CUSTOMER and agreed by CONTRACTOR in writing.

C.3. Painting Quality Requirements:

- CONTRACTOR shall provide all materials necessary to undertake this task, including stencils and technical marking .
- The CUSTOMER shall provide the detailed paint drawing.

For the visual inspection of the paint surfaces, the aircraft is divided into three zones:

4. Areas which are visible and attract the attention of an observer (passenger), e.g. around passenger doors (approx. 1 metre distance).
5. Areas which are visible to an observer from 1 to 3 metres distance.
6. Areas which are visible to an observer from a distance of more than 3 metres, including areas which are not visible.

Defects	Zone 1	Zone 2	Zone 3	Unit
Gloss	Min 90	Min 88	Min 88	At 60 degr.
Inclusions < 1 mm diam.	20 ⁴⁾	40 ³⁾	60 ³⁾	Particles/m ²
Inclusions = 1-2 mm diam.	N/A	25 ⁴⁾	40 ³⁾	Particles/m ²
Inclusions > 2 mm diam.	N/A	N/A	N/A	Particles/m ²
Runs	N/A	N/A ²⁾	1 ²⁾	Number/m ²
Sags < 100 mm	N/A	3 ²⁾	3 ²⁾	Number/m ²
Sags = 100-200 mm	N/A	2 ²⁾	2 ²⁾	Number/m ²
Sags > 200 mm	N/A	N/A	N/A	Number/m ²
Orange Peel ⁶⁾	Min. 12	Min .10	Min. 8	Tension scale
Dry spray	N/A	N/A	1.0 ²⁾	m ²
Overspray	N/A	N/A	N/A	None
Craters, pinholes (< 2mm)	N/A	5 ⁵⁾ , 10 ^{5,6)}	15 ⁵⁾ , 20 ^{5,6)}	Number/m ²
Blistering (< 2mm)	N/A	5	10	Number/m ²
Colour differences	N/A/	N/A ⁷⁾	Minor	None
Bad adhesion	N/A	N/A	N/A	None
Matt surface	N/A	1.0 ²⁾	3.0 ²⁾	dm ² /m ²
Streaks (< 300 mm)	N/A	1.0 ²⁾	3.0 ²⁾	Number/m ²
Hiding	N/A	N/A	1	dm ² /m ²

- 8) Defects that follow natural skin surface seems or pattern in composite parts are acceptable.
- 9) These defects must not be visible to observers (passengers) at zone's given distance.
- 10) Distance between defects, e.g. inclusions, must be 15 mm apart from each other.
- 11) Distance between defects, e.g. inclusions, must be 25 mm apart from each other.
- 12) Defects may not penetrate down to primer.
- 13) Only on composite parts.
- 14) The colour must comply with the agreed colour reference.

Definition of terms used in Acceptable Airline Standards

Gloss – Reflection of Light Measured by reflectometer. The reflectometer value R is relative and expressed in units. The gloss should be measured at an angle of 60 degrees.

Inclusions – Foreign particles, like dust. The particles are visually counted on a suspicious area of a square metre and expressed in particles / m².

Runs – Big amount of collected paint that floats together in drops. The drops are visually counted and expressed in number/ m².

Sags – Big amount of collected paint that floats in horizontal waves. The sags are visually inspected and expressed in numbers/ m²

Orange peel – Overall waviness in the surface. It is measured with a wave-scan or other suitable equipment, and expressed in Tension value 0-24.

Dry spray – Paint particles that have reached the surface without being able to float out to get an even surface. The dry spray is visually inspected and expressed in dm²/m²

Over spray – Paint particles that have reached into another surface. This defect is visually inspected.

Craters, fisheyes and pinholes - Defect in the paint that shows up like a small hole. A crater going down into the prime is called a fish eye. These defects are visually inspected, counted and expressed in number/m²

Blistering – small round irregularities above the surface which normally contain gas or liquid. Sometimes blisters crack and then they appear as small skip flakes. Visually inspected and expressed in number/ m²

Colour – Reflection of light with a specific wavelength. The colour must comply with the agreed colour reference.

Bad adhesion – Paint peels off when testing the adhesion by means of the tape test.

Matt surface – A diffuse speeding of the reflected light, causing a non-glossy appearance. Visually inspected and expressed as dm²/m²

Streaking – An uneven surface finish that reflects the moment of the spray gun. Visually inspected and expressed in number/m²

Hiding – Colour shade: the primer is more or less visible through the top coat and thus gives a colour difference. This defect is visually inspected and expressed

The CONTRACTOR guarantees the quality of work performed, within 24 months from the date of signing of the Act of acceptance of work. In case of violation of the paintwork during the warranty period due to the fault of the CONTRACTOR, the CONTRACTOR eliminates the discrepancy at his own expense in the place and terms agreed by the Parties. If it is

impossible for the CONTRACTOR to eliminate the identified deficiencies within the specified time, such work can be performed by third parties at the request of the Customer, in this case the Contractor is obliged to reimburse the documented expenses of the Customer in connection with the organization and performance of work. CONTRACTOR can only guarantee the paint work which will be applied by CONTRACTOR and cannot be obligate for the scratches, which appear during the warranty period. CONTRACTOR shall not be responsible for any adverse effect to the aircraft services performed on the aircraft caused by improper handling and/or operation of the Aircraft, including but not limited to:

- a) Maintenance
- b) Refuelling or defuelling
- c) Adverse runway operations
- d) Incorrect washing procedures
- e) Bird-Strike
- f) Use of chemicals and/or lubricants which have adverse effect on the paint work or interior.
- g) Weather conditions i.e. lightning-strikes, hail-storms and/or icing.
- h) Normal erosion areas of aircraft i.e. radome, cockpit window areas, leading edge of all high drag areas of the aircraft.

Signatures:

For TBD:

Name:

Title:

Signature_____

Date_____

For "Rossiya airlines" JSC

Name: Yan Burg

Title: Deputy General Director,
Technical Director

Signature_____

Date_____

Appendix 4 –Form – Information about counterpart

Appendix 1 Form - Information about counterpart																				
№	Counteragent designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					№	Information about counteragent owners chain including beneficiaries (including ultimate ones)							
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counteragent designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Series and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions			Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Place of business, registration address	Series and number of ID document (for individual)	CEO, member, shareholder / beneficiary details about the executive board	Information about support documents (title, details, etc.)
1												1.1								
												1.1.1								
												1.1.2								
												1.1.3								
												1.1.3.1								
												1.1.3.2								

												1.2								
												1.2.1								

Counteragent's CEO position, name _____

Stamp _____ (signature, date)

Note: The table shall include detail information about counteragent owners chain (founders/shareholders: regarding founders/shareholders being legal entities, information about their founders, etc.) including ultimate beneficiaries:

1.1, 1.2 – owners of the counteragent under the contract (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. – owners of entities 1.1 (second level owners)

and further according to the similar chart-up up to the ultimate beneficiary (1.1.3.1).

For and on behalf of JSC Rossiya airlines For and on behalf TBD:

Name: Yan Burg
Title: Deputy General Director,
Technical Director

Signature _____

Date: _____

Name: _____
Title: _____

Signature: _____

Date: _____

**Basis of the initial (maximum) price of the agreement (lot)
or the price of a unit of goods, work, or services**

Performance End of Lease Check, Repainting and Additional Works for A320-214 VP-BWI
MSN 2163

(указывается предмет закупки)

1.	The method (methods) used to determine the IMP and the justification for its application	Market analysis method
2.	The calculated value of the IMP	2 063 813 EUR
3.	Specify the details of commercial offers	FT-2021-093BB dated 05.05.2021

Calculation procedure: Maximum Price (NTE) is 2 063 813 EUR based on current price offer.

Appendix: Calculation of the IMPC by the market analysis method.

CALCULATION OF THE IMPC BY THE MARKET ANALYSIS METHOD

	Name				Information about market prices per unit of change, EUR , without VAT						
№ п/п	Units of Measurement	Unit s of Mea sure men t	Qua ntit y (Sc ope)	Bet VA T, %	Company 1	Company 2	Company 3	Company 4	Arithmetic average price per unit <u>	<u>Lowest price offer or Customer budget</u>	Total cost EUR without VAT
1	End of Lease Check, Repainting and Additional Works for A320-214 VP-BWI MSN 2163	e.a.	1	not app lica ble	2 063 813,00	1 837 970,83	2 215 557,58	2 143 486,54	2 065 206,99	2 063 813,00	2 065 206,99
Total											

