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ΕΦΗΜΕΡΙΔΑ
ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

17 Ιουνίου 2020 | ΤΕΥΧΟΣ ΠΡΩΤΟ | Αρ. Φύλλου **116**

## ΝΟΜΟΣ ΥΠ' ΑΡΙΘΜ. 4693

**Κύρωση της από 21.5.2020 τροποποίησης της από 3.6.2019 Επιμέρους Σύμβασης Δωρεάς για το έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της υγείας που κυρώθηκε με τον ν. 4564/2018 (Α΄ 170) και άλλες διατάξεις.**

**Η ΠΡΟΕΔΡΟΣ**
**ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**

Εκδίδομε τον ακόλουθο νόμο που ψήφισε η Βουλή:

**Άρθρο πρώτο**

Κυρώνονται και αποκτούν ισχύ νόμου η από 21.5.2020 τροποποίηση της από 3.6.2019 Επιμέρους Σύμβασης Δωρεάς για το έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της Υγείας, η οποία κυρώθηκε με τον ν. 4618/2019 (Α΄ 89), με τα παραρτήματά της:

1. ΠΑΡΑΡΤΗΜΑ Ι - Απόφαση ΕΚΑΒ περί τεχνικών προδιαγραφών των εναερίων μέσων,

2. ΠΑΡΑΡΤΗΜΑ ΙΙ α - Contract between Hellenic Ministry of Health and Leonardo S.P.A. and as third party Stavros S. Niarchos Foundation for charity (Συμφωνία μεταξύ του Ελληνικού Υπουργείου Υγείας και της εταιρείας Leonardo S.P.A. και ως τρίτου συμβαλλομένου του Ιδρύματος Σταύρος Σ. Νιάρχος),

3. ΠΑΡΑΡΤΗΜΑ ΙΙ β - Aircraft Purchase Agreement (Συμφωνία αγοράς αεροσκαφών), που υπεγράφησαν μεταξύ των ανωτέρω μερών για την υλοποίηση της δωρεάς του Ιδρύματος, το κείμενο των οποίων έχει ως ακολούθως:

# ΤΡΟΠΟΠΟΙΗΣΗ ΤΗΣ ΕΠΙΜΕΡΟΥΣ ΣΥΜΒΑΣΗΣ ΔΩΡΕΑΣ ΠΑ ΤΟ ΕΡΓΟ V ΤΗΣ ΑΠΟ 06.09.2018 ΣΥΜΒΑΣΗΣ ΔΩΡΕΑΣ ΜΕΤΑΞΥ ΤΟΥ ΙΔΡΥΜΑΤΟΣ «ΚΟΙΝΩΦΕΛΕΣ ΙΔΡΥΜΑ ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ» ΚΑΙ ΤΟΥ ΕΛΛΗΝΙΚΟΥ ΔΗΜΟΣΙΟΥ ΓΙΑ ΤΗΝ ΕΝΙΣΧΥΣΗ ΚΑΙ ΑΝΑΒΑΘΜΙΣΗ ΤΩΝ ΥΠΟΔΟΜΩΝ ΣΤΟΝ ΤΟΜΕΑ ΤΗΣ ΥΓΕΙΑΣ ΠΟΥ ΚΥΡΩΘΗΚΕ ΜΕ ΤΟΝ ΝΟΜΟ 4564/2018 (Α΄ 170)»

## ΤΡΟΠΟΠΟΙΗΣΗ ΕΠΙΜΕΡΟΥΣ ΣΥΜΒΑΣΗΣ ΔΩΡΕΑΣ- ΕΡΓΟ V

## ΜΕΤΑΞΥ

ΑΦΕΝΟΣ

Του **Ελληνικού Δημοσίου**, νόμιμα εκπροσωπούμενου για την υπογραφή της παρούσας από τον Υπουργό Εθνικής Άμυνας, κ. Νικόλαο Παναγιωτόπουλο, τον Υπουργό Οικονομικών, κ. Χ. Σταϊκούρα, τον Υπουργό Υγείας, κ. Βασίλειο Κικίλια, τον Υπουργό Υποδομών και Μεταφορών, κ. Κωνσταντίνο Καραμανλή και τον Αναπληρωτή Υπουργό Υγείας, κ. Βασίλειο Κοντοζαμάνη (εφεξής το «Ε.Δ.»).

ΑΦΕΤΕΡΟΥ

της εταιρείας ειδικού (κοινωφελούς αποκλειστικά) σκοπού με την επωνυμία «**Κοινωφελές Ίδρυμα ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ**», που εδρεύει στις Βερμούδες, η οποία έχει συσταθεί νόμιμα με την υπ’ αριθ. 39569 βεβαίωση σύστασης εταιρείας του οικείου μητρώου εταιρειών με ημερομηνία 15 Φεβρουαρίου 2007 και εκπροσωπείται νόμιμα για την υπογραφή της παρούσας από τους κ.κ. Λαμπροπούλου Χριστίνα και Αγουρίδη Γιώργο με εντολή και πληρεξουσιότητα, που δόθηκε σε αυτούς με Πρακτικό του Διοικητικού Συμβουλίου του Ιδρύματος, (εφεξής «το Ίδρυμα»)

ΚΑΙ ΕΚ ΤΡΙΤΟΥ

Του Εθνικού Κέντρου Άμεσης Βοήθειας, όπως εκπροσωπείται από τον Πρόεδρό του, (εφεξής «το ΕΚΑΒ»)

**ΠΡΟΟΙΜΙΟ**

(Α) Σε εκτέλεση του από 21 Μαρτίου 2018 Μνημονίου Συνεργασίας μεταξύ του Ελληνικού Δημοσίου και του κοινωφελούς Ιδρύματος ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ υπεγράφη η από 6ης Σεπτεμβρίου 2018 Σύμβαση μεταξύ του Ελληνικού Δημοσίου και του Κοινωφελούς Ιδρύματος ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ (εφεξής η «Σύμβαση»), η οποία κυρώθηκε με το άρθρο πρώτο του Νόμου 4564/2018 (Α΄170), και στην οποία συμφωνήθηκαν και έγιναν αμοιβαίως αποδεκτοί οι όροι υλοποίησης του Έργου V, οι οποίοι εν συνεχεία περιγράφηκαν και ορίστηκαν ειδικότερα στα άρθρα της από 03.06.2019 επιμέρους σύμβασης δωρεάς – Έργο V, η οποία κυρώθηκε με το Νόμο 4618/2019 (ΦΕΚ Α΄ 89 - εφεξής «Επιμέρους Σύμβαση – Έργο V ή «Επιμέρους Σύμβαση»).

(Β) Εν συνεχεία, και κατόπιν νέων συζητήσεων και αξιολογήσεων των συνθηκών, το Ε.Δ. έκρινε και πρότεινε ως καταλληλότερη για τις ανάγκες εξυπηρέτησης των αεροδιακομιδών του ΕΚΑΒ, την προμήθεια δύο νέων ελικοπτέρων αντί της συντήρησης των υφιστάμενων, που αποτελούσε μαζί με την προμήθεια δύο νέων αεροπλάνων την αρχική πρόταση, ενώ δεσμεύθηκε για την ανάληψη της συντήρησής τους με ιδίους πόρους, μετά την πιστοποίηση ολοκλήρωσης του Έργου και την παράδοση αυτού. Το Ίδρυμα αποδέχθηκε την πρόταση αυτή και αποφάσισε ότι το Έργο V θα περιλαμβάνει μόνο την προμήθεια νέου εξοπλισμού και ενέκρινε την αντίστοιχη αύξηση του προϋπολογισμού μέχρι του ποσού των Ευρώ 26,400,000.

(Γ) Κατόπιν της ανωτέρω εξέλιξης τα μέρη συμφώνησαν στην ανάγκη τροποποίησης της Επιμέρους Σύμβασης Δωρεάς-Έργο V, στις συγκεκριμένες αναφορές προκειμένου αυτές να αντανακλούν τις νέες συνθήκες και υποχρεώσεις των μερών. Υπό τα ανωτέρω δεδομένα την 05.11.2019 υπεγράφη τροποποίηση της αρχικής σύμβασης, η οποία κυρώθηκε με το **Νόμο 4638/2019** (ΦΕΚ Α΄ 181), το άρθρο 4 του οποίου προέβλεψε ρητώς ότι η παράγραφος 1(α) υποπαράγραφος (v) του Προοιμίου της Σύμβασης τροποποιήθηκε και αντικαταστάθηκε, ως εξής: *"της προμήθειας νέου εξοπλισμού με σκοπό την ενίσχυση της δυναμικότητας και αποτελεσματικότητας των αεροδιακομιδών του ΕΚΑΒ, (εφεξής «**Έργο V**")*.

Εν όψει των ανωτέρω εξελίξεων, τα Μέρη αποφασίζουν την τροποποίηση της από 03.06.2019 επιμέρους σύμβασης – Έργο V, η οποία κυρώθηκε με το Νόμο 4618/2019 (ΦΕΚ Α΄ 89 - εφεξής «Επιμέρους Σύμβαση – Έργο V ή «Επιμέρους Σύμβαση»), και την αντικατάστασή της, σύμφωνα με τα κατωτέρω:

**Ήδη, τα Μέρη συμφωνούν, συνομολογούν και αποδέχονται αμοιβαίως τα εξής:**

**Άρθρο 1**

**Σκοπός και Αντικείμενο**

Αντικείμενο της παρούσας Επιμέρους Σύμβασης είναι η χρηματοδότηση της προμήθειας δυο καινούργιων αεροσκαφών μετά του εξοπλισμού τους καθώς και δυο καινούργιων ελικοπτέρων μετά του εξοπλισμού τους (εφεξής «τα Εναέρια Μέσα») προς ενίσχυση της δυναμικότητας και αποτελεσματικότητας των αεροδιακομιδών του ΕΚΑΒ (εφεξής και συνολικά «Έργο V» ή Έργο). Τα προς προμήθεια Εναέρια Μέσα έχουν προσδιοριστεί ως προς το είδος, την ποσότητα και τις τεχνικές προδιαγραφές από το ΕΚΑΒ δυνάμει της από ΣΥΝ 1.7/03-06-2019 απόφασής του, η οποία επισυνάπτεται στην παρούσα Επιμέρους Σύμβαση ως Παράρτημα Ι κατόπιν ελέγχου των υφιστάμενων δομών και λειτουργιών του ΕΚΑΒ ενώ περιλαμβάνονται και ως ειδικότερο Παράρτημα στην Σύμβαση προμήθειας Εναέριων Μέσων, που προσαρτάται στην παρούσα ως Παράρτημα ΙΙ.

Η εκτέλεση των αεροδιακομιδών θα τελείται σε συνεργασία με το Υπουργείο Εθνικής Άμυνας – Γενικό Επιτελείο Αεροπορίας και το Υπουργείο Υποδομών και Μεταφορών δυνάμει Μνημονίου Συνεργασίας που θα υπογραφεί πριν την πιστοποίηση ολοκλήρωσης του Έργου μεταξύ του Υπουργείου Εθνικής

Άμυνας, του Υπουργείου Υγείας και του Υπουργείου Υποδομών και Μεταφορών (εφεξής το «Μνημόνιο Συνεργασίας»), οι όροι του οποίου θα γνωστοποιηθούν στο Ίδρυμα προς ενημέρωσή του.

Επιμέρους διαφοροποιήσεις αποκλειστικά στις τεχνικές προδιαγραφές ή το είδος των Εναέριων Μέσων και του εξοπλισμού υποστήριξής τους καθώς και στις τεχνικές προδιαγραφές ή το είδος του ιατρικού εξοπλισμού, είναι δυνατές μόνο κατόπιν έγγραφης συμφωνίας των μερών χωρίς να απαιτείται κύρωσή τους με νόμο. Οι διαφοροποιήσεις αυτές θα αποτυπώνονται ως τροποποίηση των συμβάσεων προμήθειας των Εναέριων Μέσων που περιλαμβάνονται στην παρούσα ως Παράρτημα ΙΙ, χωρίς να απαιτείται νέα κύρωση με νόμο των τροποποιημένων συμβάσεων προμήθειας.

Στην ανωτέρω έγγραφη τροποποίηση θα ενσωματώνεται και το ειδικότερο χρονοδιάγραμμα υλοποίησης του Έργου της δωρεάς σύμφωνα με τα όσα ορίζονται κατωτέρω στο άρθρο 4.

**Άρθρο 2**

**Όροι υλοποίησης της δωρεάς του Έργου V**

Η υλοποίηση της δωρεάς του Έργου V θα πραγματοποιηθεί υπό τους ακόλουθους όρους:

1. Το Ε.Δ. δια των συμβαλλομένων αρμοδίων φορέων του και το ΕΚΑΒ μεριμνούν για την διευκόλυνση της απρόσκοπτης υλοποίησης του Έργου V, παρέχοντας έγκαιρα κάθε αναγκαία συνδρομή.

2. Το Ε.Δ. δια των συμβαλλομένων αρμοδίων φορέων του και το ΕΚΑΒ μεριμνούν έγκαιρα για τη δημιουργία των κατάλληλων συνθηκών (προσβάσεις, προετοιμασία χώρων, χρονικός προγραμματισμός, επάρκεια προσωπικού) για την παραλαβή και θέση σε λειτουργία των Εναέριων Μέσων σύμφωνα με το χρονοδιάγραμμα υλοποίησης που θα οριστεί μεταξύ των Μερών.

3. Τα Εναέρια Μέσα μετά την παράδοσή τους στο Ε.Δ. διά των συμβαλλομένων αρμοδίων φορέων του, θα φιλοξενούνται σε βάσεις αεροδιακομιδών της οποίες λειτουργεί το ΕΚΑΒ σε συνεργασία με την Πολεμική Αεροπορία σύμφωνα με τους όρους και προδιαγραφές του Μνημονίου Συνεργασίας.

4. Τα Εναέρια Μέσα και ο εξοπλισμός τους παραμένουν στην πλήρη κυριότητα του Υπουργείου Υγείας και στην χρήση του ΕΚΑΒ, ως αρμόδιου κρατικού φορέα παροχής υπηρεσιών Επείγουσας Προνοσοκομειακής Φροντίδας, αποκλειστικά για την διακομιδή βαριά ασθενών σε νοσηλευτικά ιδρύματα ή την μεταφορά γιατρών για παροχή πρώτων βοηθειών σε βαριά ασθενείς. Η διάθεση σε τρίτους ή η αντικατάστασή τους αποκλείεται ρητά, πλην της περίπτωσης φθοράς ή απαξιώσεώς τους, εφόσον έχει προηγηθεί έγγραφη συναίνεση του Ιδρύματος. Επιτρέπεται η διάθεση των Εναέριων Μέσων στην Πολεμική Αεροπορία για σκοπούς εκπαίδευσης πληρωμάτων-πτήσης και συντήρησης του μέσου.

5. Το Ε.Δ. παρέχει εν γένει κάθε μέσο και κυρίως επαρκή χρηματοδότηση προκειμένου να εξασφαλίζεται ότι, από την παράδοσή τους, η διαχείριση και λειτουργία των Εναέριων Μέσων (ενδεικτικά και όχι περιοριστικά, πληρότητα εξειδικευμένου προσωπικού, εκπαίδευση, επάρκεια, οργάνωση τεχνικών υπηρεσιών και ομάδων συντήρησης και λειτουργίας Εναέριων Μέσων)

ανταποκρίνεται στο σκοπό της Επιμέρους Σύμβασης και είναι σύμφωνη με τις διεθνείς προδιαγραφές και βέλτιστες πρακτικές.

6. Το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία μεριμνούν και διασφαλίζουν επαρκές και ειδικευμένο προσωπικό για την διαρκή άρτια στελέχωση των Εναέριων Μέσων και την αδιάλειπτη εκτέλεση των αεροδιακομιδών προς εξυπηρέτηση προσώπων που χρήζουν αεροδιακομιδής. Η απαιτούμενη στελέχωση θα λαμβάνει χώρα σύμφωνα με τις ισχύουσες διαδικασίες πρόσληψης προσωπικού. Αντίστοιχα, το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία οφείλουν να διασφαλίζουν την τεχνική υποστήριξη και συντήρηση των Εναέριων Μέσων μέσω της συνεχούς εξασφάλισης ανταλλακτικών και αναλωσίμων ώστε η λειτουργία των Εναέριων Μέσων να είναι ακώλυτη και αδιάλειπτη και να ανταποκρίνεται στο σκοπό του Έργου V.

7. Οι όροι χρήσης των Εναέριων Μέσων, η παροχή επιχειρήσεων και οι λοιπές υποχρεώσεις και δικαιώματα επί των Εναέριων Μέσων ορίζονται στο Μνημόνιο Συνεργασίας. Τυχόν μελλοντική τροποποίηση των όρων του Μνημονίου θα γνωστοποιείται στο Ίδρυμα.

8. Περαιτέρω, τα συμβαλλόμενα Μέρη δεσμεύονται και συμφωνούν ότι:

(α) Η προμήθεια των νέων Εναέριων Μέσων θα λάβει χώρα από το Ελληνικό Δημόσιο – Υπουργείο Υγείας προς χρήση του ΕΚΑΒ με τη συνδρομή της Πολεμικής Αεροπορίας και θα χρηματοδοτηθεί από το Ίδρυμα, υπό την ιδιότητα του δωρητή αυτοτελώς ή μέσω του Φορέα Υλοποίησης, υπό τους όρους του άρθρου 3Α του νόμου 4182/2013 (Α΄185), το οποίο προστέθηκε με το άρθρο 55 του νόμου 4557/2018 (Α΄139).

Η προμήθεια του ειδικού ιατρικού εξοπλισμού που απαιτείται να ενσωματωθεί στα εναέρια μέσα θα λάβει χώρα με απευθείας προμήθεια του εν λόγω εξοπλισμού από το ΕΚΑΒ το οποίο μεριμνά να προβεί στις απαραίτητες συνέργειες με τις Εταιρίες που θα κατασκευάσουν τα εναέρια μέσα, προκειμένου ο εξοπλισμός να εγκατασταθεί σε αυτά.

(β) Το Ε.Δ. υποχρεούται να εξασφαλίσει την συντήρηση των Εναέριων Μέσων. Για τον λόγο αυτό οφείλει να συνάψει συμβάσεις υποστήριξης οι οποίες θα υπογραφούν ταυτόχρονα με τις συμβάσεις προμήθειας μονομερώς από το Ε.Δ. και τους Προμηθευτές ή τους κατασκευαστές των μέσων, οι οποίοι θα αναλάβουν και ως εργολάβοι συντήρησης και θα γνωστοποιηθούν στο Ίδρυμα ως παρακολουθήματα των συμβάσεων προμήθειας, ενώ θα καλύπτεται αρχικά περίοδος 5 ετών, τουλάχιστον. Οι Συμβάσεις Υποστήριξης θα περιλαμβάνουν αρχική εκπαίδευση του απαιτούμενου Ιπταμένου και Τεχνικού προσωπικού, εξοπλισμό υποστήριξης, αρχικό απόθεμα ανταλλακτικών, σχετική βιβλιογραφία, πρόγραμμα εν συνεχεία υποστήριξης και συμφωνία – πλαίσιο, προκειμένου να καλύπτονται προγραμματισμένες και έκτακτες ανάγκες υποστήριξης σε υλικά και υπηρεσίες.

(γ) Το Ε.Δ. και το ΕΚΑΒ θα ειδοποιούν αμελλητί το Ίδρυμα για την τμηματική ή οριστική παραλαβή του Έργου σύμφωνα με τα οριζόμενα στο άρθρο 5 της παρούσας υποβάλλοντας το σχετικό αίτημα πληρωμής και αυτό αυτοτελώς ή μέσω του Φορέα Υλοποίησης θα προβαίνει απευθείας και εμπροθέσμως στην εξόφληση του προμηθευτή εντός της προθεσμίας που ορίζεται στη σχετική σύμβαση προμήθειας.

**Άρθρο 3**

**Προϋπολογισμός**

Η δαπάνη ολοκλήρωσης του Έργου V δεν θα υπερβεί το ποσό των είκοσι έξι εκατομμυρίων τετρακοσίων χιλιάδων (26.400.000) Ευρώ και καλύπτεται εξ ολοκλήρου από το Ίδρυμα αυτοτελώς ή μέσω του Φορέα Υλοποίησης. Το ως άνω ποσό δεν υπόκειται σε ΦΠΑ και δασμούς λόγω απαλλαγής εκ του Νόμου, το δε Ε.Δ. και το ΕΚΑΒ υποχρεούνται να προβούν στις απαραίτητες ενέργειες για την εφαρμογή της απαλλαγής.

Απόκλιση από το ποσό αυτό εξαρτάται από την απόλυτη και μονομερή κρίση του Ιδρύματος. Αν για την υλοποίηση του Έργου V απαιτηθεί υπέρβαση του προϋπολογισμού, όπως αυτός θα οριστικοποιηθεί από το Ίδρυμα, εξ αιτίας γεγονότων που ανήκουν στην σφαίρα επιρροής του Ε.Δ., η σχετική πρόσθετη δαπάνη θα καλυφθεί από το Ε.Δ.

Στον προϋπολογισμό του Έργου δεν περιλαμβάνεται κάθε επιπρόσθετη δαπάνη που τυχόν προκύψει για τις ανάγκες εκτέλεσης της σύμβασης προμήθειας όπως ενδεικτικά τα έξοδα μετάβασης κλιμακίου εκπροσώπων του Ε.Δ. (εκπροσώπων Υπουργείου Υγείας, ΕΚΑΒ, Π.Α) στις εγκαταστάσεις των προμηθευτών προκειμένου να επιθεωρήσουν την πρόοδο κατασκευής των εναέριων μέσων και να υπογράψουν τα σχετικά πρωτόκολλα, καθώς και κάθε δαπάνη που επιβαρύνει τον αγοραστή ως συνέπεια ποινικών ρητρών για αθέτηση των συμβατικών του υποχρεώσεων σύμφωνα και με όσα προβλέπονται στις συγκεκριμένες συμβάσεις προμήθειας.

**Άρθρο 4**

**Χρονοδιάγραμμα υλοποίησης**

Η υλοποίηση του Έργου V μετά την ημερομηνία κύρωσης με Νόμο της παρούσας Επιμέρους Σύμβασης θα οριστικοποιηθεί από το Ίδρυμα αυτοτελώς ή μέσω του Φορέα Υλοποίησης, επιμέρους δε χρονοδιαγράμματα θα συνταχθούν για το τμήμα του έργου που αφορά σε κάθε Εναέριο Μέσο. Το Ίδρυμα καταβάλλει κάθε δυνατή προσπάθεια ώστε το Έργο να υλοποιηθεί εντός του οριζόμενου χρονοδιαγράμματος. Σε περίπτωση καθυστέρησης εξαιτίας γεγονότων εκτός της σφαίρας επιρροής του Ιδρύματος ή του Φορέα Υλοποίησης, το χρονοδιάγραμμα θα παρατείνεται για αντίστοιχο χρονικό διάστημα κατόπιν πρότασης του Ιδρύματος η του Φορέα Υλοποίησης και με την έγγραφη συναίνεση του Ιδρύματος, με την επιφύλαξη των διατάξεων της παρ. 1 του άρθρου 17 της Σύμβασης.

**Άρθρο 5**

**Πιστοποίηση Ολοκλήρωσης και Δωρεά του Έργου V**

Με την παραλαβή κάθε Εναέριου Μέσου και την εξόφληση του Προμηθευτή εκ μέρους του Ιδρύματος ή του Φορέα Υλοποίησης, πιστοποιείται η ολοκλήρωση της δωρεάς που αντιστοιχεί σε κάθε Εναέριο

Μέσο και τεκμαίρεται ότι το Ε.Δ. και το ΕΚΑΒ, συμφωνεί και αποδέχεται τις τεχνικές προδιαγραφές του Εναέριου Μέσου και του εξοπλισμού του και αναγνωρίζει ότι είναι της αποκλειστικής επιλογής και αρεσκείας του, κατάλληλο για την χρήση για την οποία προορίζεται, του Δ.Σ. του Ιδρύματος ή του Δ.Σ. του Φορέα Υλοποίησης, των συμβούλων και συνεργατών τους μη φερόντων καμία ευθύνη σχετικά με την επιλογή και λειτουργία των Εναέριων Μέσων.

Ρητά συμφωνείται πως σε περίπτωση που το Υπουργείο Υγείας σε παράβαση των όσων προβλέπονται στην σύμβαση προμήθειας των Εναέριων Μέσων αρνείται καταχρηστικά ή αδυνατεί για οποιοδήποτε λόγο να παραλάβει μέρος ή το σύνολο των Εναέριων Μέσων από τον προμηθευτή ή αθετήσει οποιοδήποτε όρο της σύμβασης προμήθειας με συνέπεια την καταγγελία της σύμβασης προμήθειας από τον Προμηθευτή, η σύμβαση δωρεάς τεκμαίρεται ολοκληρωθείσα εκ μέρους του Ιδρύματος και το Ε.Δ. θα υποχρεούται να επιστρέψει στο Ίδρυμα το ποσό που αυτό έχει δαπανήσει προς ολοκλήρωση της Επιμέρους Δωρεάς-Έργο V, κατά τα οριζόμενα στο άρθρο 17 της Σύμβασης.

Άρθρο 6

Ονομασία

Το Έργο V φέρει εις το διηνεκές ονομασία που περιέχει το όνομα και αναφέρεται στο «Ίδρυμα Σταύρος Νιάρχος» ως αποκλειστικό δωρητή για τη χρηματοδότηση της δωρεάς. Με ξεχωριστή συμφωνία των μερών που θα υπογραφεί πριν την παράδοση των Εναέριων Μέσων και η οποία μπορεί να συμπεριληφθεί στις επιμέρους συμβάσεις προμήθειας θα ορίζονται οι ειδικότεροι όροι που αφορούν στην ονοματοδοσία του Έργου και στην αναγνώριση της δωρεάς του Ιδρύματος.

**Άρθρο 7**

**Συντήρηση, Λειτουργία, Ασφάλεια και Φύλαξη του Έργου V**

Με την Πιστοποίηση Ολοκλήρωσης της δωρεάς του Έργου V, το Ε.Δ, το ΕΚΑΒ και η Πολεμική Αεροπορία αναλαμβάνουν τις ακόλουθες υποχρεώσεις:

(α) Να εξασφαλίζουν την ορθή συντήρηση των Εναέριων Μέσων και του εξοπλισμού τους προκειμένου να διατηρούνται πάντα σε άριστη κατάσταση και να ανταποκρίνονται πλήρως και αποκλειστικώς στη χρήση για την οποία προορίζονται κατά τα οριζόμενα στην παρούσα. Για τον σκοπό της σωστής και άρτιας συντήρησης και λειτουργίας των Εναέριων Μέσων το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία θα εφαρμόζουν τους γενικούς όρους συντήρησης των Εναέριων Μέσων στους οποίους θα παρατίθενται λεπτομερώς οι όροι συντήρησης και λειτουργίας τους, όπως αυτοί θα έχουν υποδειχθεί από τον προμηθευτή και τον / τους εργολάβους συντήρησης. Το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία αναλαμβάνουν την υποχρέωση να τηρούν τους όρους αυτούς μετά την παραλαβή των Εναέριων Μέσων και να διασφαλίζουν την διατήρηση σε ισχύ των εγγυήσεων των κατασκευαστών.

(β) Να μεριμνούν και να προβαίνουν σε όλες τις απαραίτητες ενέργειες για την εξασφάλιση της διαρκούς, εύρυθμης και πλήρους λειτουργίας των Εναέριων Μέσων, με άρτια εκπαιδευμένο και

επαρκές προσωπικό, καθώς και της διατήρησής τους σε άριστη κατάσταση καθ’ όλο το χρόνο λειτουργίας τους. Σε περίπτωση ολικής ή μερικής καταστροφής από οποιαδήποτε αιτία πλην ανωτέρας βίας, ή σε περίπτωση απώλειας από οποιαδήποτε αιτία των Εναέριων Μέσων, το Ε.Δ. αναλαμβάνει την υποχρέωση αντικατάστασής τους εντός εύλογου χρόνου και χωρίς υπαίτια καθυστέρηση προκειμένου αυτά να τεθούν εκ νέου σε χρήση των προσώπων που χρήζουν ιατρικής περίθαλψης.

(γ) Το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία έχουν την υποχρέωση να λαμβάνουν όλα τα αναγκαία και απαραίτητα μέτρα φύλαξης και ασφάλειας των Εναέριων Μέσων.

**Άρθρο 8**

**Λοιποί όροι**

1. Η παρούσα Επιμέρους Σύμβαση, μετά την τροποποίηση, την υπογραφή και την κύρωσή της με νόμο αποτελεί παράρτημα και αναπόσπαστο τμήμα της Σύμβασης (Παράρτημα 5).

2. Το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία μεριμνούν προκειμένου οι προμηθευτές και εργολάβοι προμήθειας και συντήρησης των Εναέριων Μέσων να παράσχουν στο προσωπικό λειτουργίας του Έργου V δωρεάν εκπαίδευση και επιμέρους οδηγίες στην χρήση και σωστή συντήρηση των Εναέριων Μέσων.

3. Το Ε.Δ., το ΕΚΑΒ και η Πολεμική Αεροπορία αναλαμβάνουν την υποχρέωση να μεριμνήσουν έγκαιρα για την επιλογή και διάθεση του προσωπικού προς εκπαίδευση κατά τα ανωτέρω και την εφεξής αξιοποίηση των Εναέριων Μέσων κατά τα οριζόμενα στην παρούσα Επιμέρους Σύμβαση.

4. Για όσα θέματα δεν ρυθμίζονται ειδικώς με την παρούσα Επιμέρους Σύμβαση, όπως τροποποιείται, ισχύουν τα οριζόμενα στα άρθρα της Σύμβασης όπως αυτή ισχύει (Ν. 4638/2019 άρθρο 26), συμπεριλαμβανόμενης της ρήτρας διαιτησίας του άρθρου 18 της Σύμβασης που ρητά ενσωματώνεται στην παρούσα δια αναφοράς.

**ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ**

**Για το ΕΛΛΗΝΙΚΟ ΔΗΜΟΣΙΟ**

**Ο Υπουργός Εθνικής Άμυνας**

Νικόλαος Παναγιωτόπουλος

Ο Υπουργός **Οικονομικών**

Χρήστος Σταϊκούρας

Ο Υπουργός Υγείας

Βασίλειος Κικίλιας

Ο Υπουργός Υποδομών και Μεταφορών

Κωνσταντίνος Καραμανλής

Ο Υφυπουργός Υγείας

Βασίλειος Κοντοζαμάνης

Ο Υφυπουργός Οικονομικών

Απόστολος Βεσυρόπουλος

Για το ΙΔΡΥΜΑ Σ.ΣΤΑΥΡΟΣ ΝΙΑΡΧΟΣ

Χριστίνα Λαμπροπούλου

Mr. George Agouridis

ΠΑ ΤΟ ΕΘΝΙΚΟ ΚΕΝΤΡΟ ΑΜΕΣΗΣ ΒΟΗΘΕΙΑΣ

Αθήνα, 21 Μαΐου 2020

ΠΑΡΑΡΤΗΜΑ Ι-Απόφαση ΕΚΑΒ περί τεχνικών προδιαγραφών των εναέριων μέσων

ΣΥΝ 17/03-06-1

**ΣΥΝ 17/03-06-19**

**ΘΕΜΑ 135: «Έγκριση απεσταλμένων τεχνικών προδιαγραφών προς το Ιδρύμα << Σταύρος Νιάρχος>> για την προμήθεια Αεροπλάνου (Αεροπλάνων) για τις ανάγκες του ΕΚΑΒ »**

Τίθεται υπόψη του Δ.Σ. η υπ' αριθμ. 1683/03-06-19 εισήγηση του Προϊσταμένου Διεύθυνσης Διοικ. & Οικον. Υπηρεσιών που είναι η παρακάτω.
Εισάγεται για συζήτηση το πιο πάνω θέμα και παρατίθεται η εισήγηση της αρμόδιας Υπηρεσίας.

Η ΠΡΟΪΣΤΑΜΕΝΗ ΔΙΕΥΘΥΝΣΗΣ
ΔΙΟΙΚΗΤΙΚΩΝ & ΟΙΚΟΝΟΜΙΚΩΝ ΥΠΗΡΕΣΙΩΝ

ΑΝΝΑ ΡΟΥΣΣΟΥ

**ΚΕΙΜΕΝΟ ΕΙΣΗΓΗΣΗΣ**

Στις 03-06-2019 απεστάλει από την Προϊσταμένη Διεύθυνσης Διοικητικών & Οικονομικών Υπηρεσιών μήνυμα ηλεκτρονικής αλληλογραφίας με θέμα << Απεσταλμένα προς ΙΣΝ>> το οποίο περιείχε επτά (7) συνημμένα αρχεία. Το εν λόγω μήνυμα είχε αρχικό αποστολέα τον Κο Λιακοσταυρο Ιωάννη στις 14 Ιουνίου 2018 και παραλήπτες την Κα Μαριόλλα , τον Κο Νιάκα και τον Κο Καρακατσιανόπουλο. Εν συνεχεία το μήνυμα προωθήθηκε στις 31 Μαΐου 2019 στον Πρόεδρο του Δ.Σ. του ΕΚΑΒ Τζανετή Παναγιώτη και στη Γραματέα του Δ.Σ. Αντωνάκη Αμαλία. Από τη Γραματέα του Δ.Σ. προωθήθηκε στη Προϊσταμένη Διεύθυνσης Διοικητικών & Οικονομικών Υπηρεσιών.
Τα ανωτέρω επτά (7) ηλεκτρονικά αρχεία συνημμένα της παρούσης αποτελούν αναπόσπαστο μέρος αυτή ως έξης :

1.Ελληνική Δημοκρατία
Υπουργείο Υγείας
Εθνικό Κέντρο Άμεσης Βοήθειας

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Τεχνικές Προδιαγραφές
Για την Προμήθεια Αεροπλάνου (Αεροπλάνων)
για την Διακομιδή Βαρέως Πασχόντων Ασθενών

Εισαγωγή

Οι προδιαγραφές χωρίζονται σε τρεις ενότητες

Η πρώτη (Ι) ενότητα περιγράφει τις «Υπηρεσιακές ανάγκες», που οδήγησαν στην επιλογή της συγκεκριμένης κατηγορίας αεροπλάνου. Το κεφάλαιο αυτό, θα βοηθήσει τον προμηθευτή να καταλάβει, ποια θα πρέπει να είναι τα χαρακτηριστικά και οι δυνατότητες του προσφερόμενου Α/Π, για να καλύψει με τον καλύτερο δυνατό τρόπο τις ανάγκες του ΕΚΑΒ. Η ενότητα αυτή είναι πληροφοριακή.

Η δεύτερη (ΙΙ) ενότητα περιγράφει τα χαρακτηριστικά και τις επιδόσεις του Α/Π, που έχουν χαρακτηρισθεί «Απαραίτητοι Όροι Α/Π». Στην Ιδια ενότητα περιγράφονται και οι απαραίτητες συνθήκες "Συντήρησης - Υποστήριξης" και "Εγγύησης".

Η τρίτη (ΙΙΙ) ενότητα περιγράφει όλο τον «Ιατρικό Εξοπλισμό» απαραίτητο για να μετατρέψει το Α/Π σε Α/Π ασθενοφόρο αεροδιακομιδής βαρέως πασχόντων ασθενών και τραυματιών με δυνατότητα παροχής προωθημένου βαθμού ιατρονοσηλευτικής φροντίδας.

Πρώτη (Ι) Ενότητα (Υπηρεσιακές Ανάγκες)

Αντικειμενικός σκοπός.
Τα υπό προμήθεια αεροπλάνα αποσκοπούν στην απόκτηση δυνατότητας από το ΕΚΑΒ για την αεροδιακομιδή οξέως και βαρέως πασχόντων εντός και εκτός της Ελληνικής Επικράτειας και την παροχή κατά την διάρκεια της αεροδιακομιδής προωθημένου βαθμού ιατρονοσηλευτικής φροντίδας. (Emergency Medical Services, EMS).

Τούτο προϋποθέτει:
Την δυνατότητα ταχείας μεταφοράς ιατρονοσηλευτικού προσωπικού μετά του εξοπλισμού των και λοιπών εφοδίων, όπως θα περιγραφούν κατωτέρω, εις το πλησιέστερο προς τον τόπο του συμβάντος αεροδρόμιο.
Την αποτελεσματική παρέμβαση, όπου ενδείκνυται, για σταθεροποίηση του πάσχοντα προ της διακομιδής του και την εν συνεχεία διακομιδή του με συνθήκες συνεχούς υποστήριξης των ζωτικών του λειτουργιών στις περιπτώσεις που επιβάλλεται.
Επιχειρησιακές απαιτήσεις
Χαρακτηριστικά επιχειρησιακών δυνατοτήτων.
α. Τα ζητούμενα χαρακτηριστικά των αεροπλάνων (Α/Π), απορρέουν από την απαίτηση να επιχειρούν καθ’ όλο το 24ωρο και με όλες σχεδόν τις καιρικές συνθήκες προς/από τα περισσότερα αεροδρόμια του Ελλαδικού χώρου (πρωτίστως) και προς/από τα μεγάλα (διεθνή) Ευρωπαϊκά αεροδρόμια.
β. Τα αεροπλάνα θα πρέπει να αποπροσγειούται στα περισσότερα από τα υπάρχοντα αεροδρόμια των Ελληνικών νησιών.
Βασικά χαρακτηριστικά για παροχή ιατρικής βοήθειας.
α. Τα αεροπλάνα πρέπει να είναι καινούργια και αμεταχείριστα. Η κατασκευή των αεροσκαφών όπως και η διασκευή τους σε ασθενοφόρα, πρέπει να ανήκει σε παραγωγή σειράς.

β. Η ταχύτητα των αεροπλάνων (Α/Π) πρέπει να είναι όσον το δυνατόν μεγαλύτερη, ώστε ο χρόνος διακομιδής του ασθενούς να είναι ο ελάχιστος δυνατός.
γ. Να έχουν την κατάλληλη εσωτερική διαρρύθμιση και κατάλληλο σχεδιασμό του θαλάμου ασθενών, που να επιτρέπει τη μεγίστη δυνατή αξιοποίηση του εσωτερικού χώρου, από εργονομικής απόψεως.
δ. Να έχουν τη δυνατότητα να μεταφέρουν, κατ’ ελάχιστον, δύο πάσχονιες επί φορείων, δύο κατ’ ελάχιστον άτομα ιατρο-νοσηλευτικό προσωπικό και ένα συνοδό. Η θέση των φορείων εντός της καμπίνας επιβατών και το ύψος των πρέπει να είναι κατάλληλα ώστε το ιατρο-νοσηλευτικό προσωπικό να δύναται να παρέχει ιατρική φροντίδα κατά τρόπο αποτελεσματικό.
ε. Να έχουν κατάλληλο εξοπλισμό και εφόδια δυνάμενα να αποσπασθούν και να μεταφερθούν ευχερώς και εκτός του αεροσκάφους, ώστε να υφίσταται η δυνατότητα προκεχωρημένης αντιμετώπισης βαρέως πασχόντων, τόσο εις τον τόπο όπου ευρίσκεται ο πάσχων (πρωτοβάθμια κέντρα υγείας) όσο και κατά τη διακομιδή των
στ. Η/Οι θύρα/θύρες εισόδου - εξόδου του ασθενούς να έχουν τέτοιες διαστάσεις, ώστε να εξασφαλίζεται η άνετη, απρόσκοπτη και ασφαλής είσοδος – έξοδος των φορείων του αεροσκάφους με ενήλικα ασθενή επ’ αυτών που μπορεί να είναι σε επάνω σε σπαστό μεταλλικό φορείο (scoop), ή ακινητοποιημένος σε στρώμα κενού, καθώς και η ασφαλής και ευχερής είσοδος - έξοδος θερμοκοιτίδων, (διαστάσεως έως 120 cm μήκος και πλάτος έως 60 cm), για τη διακομιδή νεογνών.

Δεύτερη (ΙΙ) Ενότητα (Απαραίτητοι Όροι Α/Π)
Τονίζεται ότι για τον καθορισμό των απαραίτητων όρων, ελήφθησαν κυρίως υπόψη οι διαστάσεις των αεροδρομίων του Ελλαδικού χώρου, ως επίσης και η απαίτηση τα αεροπλάνα να ίπταται με όλες σχεδόν τις καιρικές συνθήκες.
Ως απαραίτητοι όροι καθορίζονται οι εξής :
Α. Γενική Τεχνική Περιγραφή
Χαρακτηριστικά Α/Π
Τα Α/Π θα πρέπει να είναι καινούργια και σύγχρονης τεχνολογίας.
Ο τύπος αεροπλάνου με τη διαμόρφωσή του σε ασθενοφόρο, θα πρέπει να είναι πιστοποιημένος κατά EASA (European Aviation Safety Agency) ή ισοδύναμο για ημερήσιες και νυκτερινές αποστολές υπό συνθήκες:
α) VFR και IFR (με ένα ή δύο χειριστές) και
β) Θερμοκρασίας από 25°C έως +45°C κατά την προσγείωση - απογείωση.
Το πιστοποιητικό με τη συγκεκριμένη διαμόρφωση για τις ανάγκες του ΕΚΑΒ θα υποβληθεί με την παράδοση του πρώτου αεροπλάνου.

Βάρη

Να δοθούν από τον κατασκευαστή αναλυτικά στοιχεία για τα παρακάτω βάρη του Α/Π:

Βάρος Α/Π κενού (Basic Empty Mass)
Ωφέλιμο φορτίο
Ως ωφέλιμο καθορίζεται το μικτό φορτίο που είναι δυνατό να μεταφέρει το Α/Π στο επίπεδο της θάλασσας και με θερμοκρασία περιβάλλοντος ISA + 20°C και το οποίο εναπομένει μετά την αφαίρεση από το MTOW (παρ. 2.4) των φορτίων του Basic Empty Mass και των καυσίμων (παρ. 2.1 και 2.3). Θα πρέπει να είναι αρκετό για τη μεταφορά 6 ατόμων 77 kgr. (6 X 77 = 462 kgr) τουλάχιστον (Αυτονόητα ότι τούτο αυξάνεται εφ' όσον αφαιρούνται καύσιμα).

Βάρος καυσίμου (Fuel Weight)
Μέγιστο μικτό βάρος απογειώσεως (Maximum Take Off Weight- MTOW)
Ως ιδιούτο θεωρείται το μέγιστο πιστοποιημένο κατά EASA ή ισοδύναμο, μικτό βάρος απογειώσεως του Α/Π, το οποίο περιλαμβάνει τα παραπάνω 2.1, 2.2 & 2.3 βάρη
Επιδόσεις

Ταχύτητα πλεύσης (Normal Cruising Speed) στα 20.000 πόδια (6.096 m.), τουλάχιστον 260 KTAS (481,52 Km/h), με κανονική ισχύ πλεύσης (Normal Cruise Power), έχοντας φορτίο δύο χειριστές , δύο ιατρούς/υγειονομικούς, δύο ασθενείς, πλήρη ιατρικό εξοπλισμό, με σταθερές ατμοσφαιρικές συνθήκες (ISA) και καύσιμο τόσο ώστε να μπορεί να καλύψει απόσταση 800 N.M (1,481 Km) έχοντας εναπομένον καύσιμο για πτήση 45 λεπτών.
Οροφή πτήσεως με δύο κινητήρες τουλάχιστον 30.000 πόδια (9.144m.), στο MTOW.

Οροφή πτήσεως με ένα κινητήρα εκτός ενεργείας τουλάχιστον 14.000 πόδια (4878m.) ώστε να καλύπτεται το σύνολο των αεροδιαδρόμων της Ελλάδας αλλά και των περισσοτέρων του εξωτερικού, στο MTOW.
Βαθμός ανόδου, με βλάβη του ενός κινητήρα κατά τη φάση της απογείωσης τουλάχιστον 500 πόδια/λεπτό (152,400 m/min), σε υψόμετρο επιφάνειας θαλάσσης (SEA LEVEL) και συνθήκες ISA στο MTOW.
Όρια θετικών επιταχύνσεων 3G και αρνητικών 1G

Ικανότητα Προσγείωσης - Απογείωσης (Π/Γ - Α/Γ) με συντελεστή πλαγιότητας ανέμου (cross wind component) τουλάχιστον 25 KTS (46.300 km/h), σε στεγνό διάδρομο

Έχοντας φορτίο δύο χειριστές, δύο ιατρούς / υγειονομικούς, δύο ασθενείς, πλήρη ιατρικό εξοπλισμό και απογειούμενο από αεροδρόμια που ευρίσκονται στο επίπεδο επιφάνειας θαλάσσης (SEA LEVEL), με σταθερές ατμοσφαιρικές συνθήκες (ISA), με στεγνό διάδρομο και συνθήκες άπνοιας, να μπορεί να καλύψει απόσταση τουλάχιστον 800 N.M. (1.481 km) και εναπομένον καύσιμο για πτήση 45 λεπτών με κανονική ταχύτητα ταξιδιού, εις τρόπον ώστε να δύναται να μεταβεί εις το πλέον απομακρυσμένο αεροδρόμιο του Ελλαδικού χώρου και να επιστρέφει χωρίς ανεφοδιασμό.

Έχοντας φορτίο δύο χειριστές, δύο ιατρούς/υγειονομικούς, δύο ασθενείς σε φορεία και πλήρη ιατρικό εξοπλισμό, ευρισκόμενο σε αεροδρόμια στο επίπεδο επιφάνειας θαλάσσης και με σταθερές ατμοσφαιρικές συνθήκες (ISA), με στεγνό διάδρομο και συνθήκες άπνοιας να δύναται να αποπροσγειώνεται σε διάδρομο μήκους 1.000 m (3.281 ποδών), με υπέρπτηση εμποδίου 50 ποδών, σύμφωνα με τους διεθνείς κανονισμούς έχοντας καύσιμα για κάλυψη 400 ν.μ. (740,800 km) με εναπομένον καύσιμο ασφαλείας 45 λεπτά.

Έχοντας φορτίο δύο χειριστές, δύο ιατρούς/υγειονομικούς, ένα ασθενή σε φορείο και πλήρη ιατρικό εξοπλισμό και απογειούμενο, με συνθήκες ISA, SEA LEVEL από τα διεθνή Α/Δ της Ελλάδας, να δύναται να καλύψει 1.300 Ναυτικά Μίλια (NM) απόσταση τουλάχιστον, με υπόλοιπο καυσίμου για πτήση 45' με κανονική ταχύτητα ταξιδιού (πτήση IFR), για να δύναται να καλύψει τα περισσότερα αεροδρόμια της Ευρωπαϊκής Ηπείρου.

Να είναι σύμφωνο με τα κριτήρια ICAO σε ότι αφορά τον θόρυβο κατά την Α/Γ, πτήση και Π/Γ.

Σε EMS διαμόρφωση να δύναται να μεταφερθούν 2 χειριστές, 2 ιατρο-νοσηλευτικό προσωπικό, 2 ασθενείς σε φορείο και 1 συνοδός.

Ανάλυση Τεχνικών Χαρακτηριστικών Αεροπλάνου

4.1 Σκάφος

α. Να είναι πιστοποιημένο κατά EASA ή ισοδύναμο

β. Να είναι συμπιεζόμενο (Pressurized).

γ. Να διαθέτει αντιπαγωτικά και αποπαγωτικά συστήματα (ANTI-ICE και DE-ICE), πιστοποιημένα για πτήση σε συνθήκες παγοποίησης. Πιστοποιημένο για flying into known ice

δ. Η άτρακτος του σκάφους να αποτελείται από το θάλαμο χειριστών και το θάλαμο επιβατών - ασθενών, διαχωριζόμενα μεταξύ τους με σταθερό ή κινητό διάφραγμα.

ε. Το προσφερόμενο αεροσκάφος να διαθέτει υαλοκαθαριστήρες ή Rain Remover System ή ανάλογη λύση.

4.2. Θάλαμος κυβερνήσεως

στ1. Θάλαμος κυβερνήσεως με χειριστήρια, διακόπτες και όργανα προσιτά και στους δύο πιλότους.

στ2. Καθίσματα χειριστών ρυθμιζόμενα εμπρός - πίσω και πάνω -κάτω με μαξιλάρια κεφαλής, ζώνες ώμου και μέσης ασφαλιζόμενες αυτόματα (Inertial Reel Lock).

στ3. Πλαίσιο το οποίο να περιέχει μάσκες οξυγόνου, στόμια αέρος και λαμπτήρες για διάβασμα.

στ4. Θήκες χαρτών και Checklist.

στ5. Φορητός πυροσβεστήρας.

στ6. Ατομικά σωσίβια για δύο άτομα εφοδιασμένα με PLB.

4.3 Θάλαμος επιβατών -ασθενών

α. Εξωτερικά

α.1. Μια τουλάχιστον κύρια είσοδο. Η/Οι θύρα/θύρες εισόδου - εξόδου του ασθενούς να έχουν τέτοιες διαστάσεις και κατάλληλο σύστημα, ώστε να εξασφαλίζεται η άνετη, απρόσκοπτη και ασφαλής είσοδος – έξοδος των φορείων του αεροσκάφους με ενήλικα ασθενή επ' αυτών που μπορεί να είναι επάνω σε σπαστό μεταλλικό φορείο (scoop), ή ακινητοποιημένος σε στρώμα κενού, καθώς και η ασφαλής και ευχερής είσοδος - έξοδος θερμοκοιτίδων, (διαστάσεως έως 120 cm μήκος και πλάτος έως 60 cm), για τη διακομιδή νεογνών.
α.2. Έξοδο/ους ανάγκης
α.3. Παράθυρα με αλεξήνεμα ασφαλείας
β. Εσωτερικά
β.1 Διαστάσεις της καμπίνας των επιβατών

Να δοθούν από τον κατασκευαστή σε σχέδια τριών (3) όψεων, στα οποία θα φαίνονται οι ωφέλιμες εσωτερικές διαστάσεις του θαλάμου χειριστών και του χώρου ασθενών.
β.1.1 Πλάτος
Καθορίζεται από τον τρόπο τοποθέτησης των δύο φορείων των ασθενών, ήτοι:
Αν τα φορεία είναι παράλληλα, τότε το πλάτος του θαλάμου πρέπει να είναι τουλάχιστον 1.60 μ.
- Αν τα φορεία είναι σε σειρά, τότε το πλάτος του θαλάμου να είναι τουλάχιστον 1.35 μ.

β.1.2. Ύψος
Μετρώμενο από το κέντρο του θαλάμου τουλάχιστον 1,40 μ.

β.1.3 Μήκος
Να είναι ανάλογο για παράλληλη ή εν σειρά τοποθέτηση των φορείων και όχι μικρότερο από 4,50 μ στην περίπτωση της εν σειρά τοποθέτησης.

β.2. Εσωτερική επένδυση ώστε το επίπεδο θορύβου να περιορίζεται στη μεγίστη τιμή των 85 db.
β.3. Επικάλυψη δαπέδου από ανθεκτικό αντιπυρικό υλικό που να μπορεί εύκολα να πλυθεί.
β.4. Να υπάρχει για κάθε επιβάτη μάσκα σταθερής ροής οξυγόνου πίπτουσα (drop out constant flow oxygen), Ξεχωριστή έξοδος αέρα και φώτα μελέτης.
β.5. Τα παράθυρα να φέρουν σκιάδια που να λειτουργούν δια της χειρός.
β.6. Ένα φορητό πυροσβεστήρα που να είναι εύκολος στη χρήση από χειριστές και ιατρονοσηλευτικό προσωπικό.
β.7. Ατομικά σωσίβια για τον μέγιστο αριθμό επιβατών εφοδιασμένα με PLB.

4.4 Σύστημα συμπίεσης και κλιματισμού (pressurization and air-condition system)
α. Να διαθέτει σύστημα συμπίεσης και κλιματισμού καμπίνας και πιλοτηρίου (pressurization and air-conditioning system)
β. Το σύστημα να περιέχει αυτόματο ρυθμιστή συμπίεσης (ανάλογα με το ύψος θα αλλάζει και ο αντίστοιχος βαθμός συμπίεσης) και χειροκίνητη ρύθμιση.
γ. Η πίεση καμπίνας να δύναται να ανέλθει έως 6 psi differential pressure ως προς την ατμοσφαιρική.
δ. Να διαθέτει θερμοστάτη, με αισθητήριο στην καμπίνα επιβατών, για τον αυτόματο έλεγχο της θερμοκρασίας.
ε. Να διαθέτει βαλβίδα διαλογής (selector valve) με ανάλογες θέσεις για τον έλεγχο ροής του νωπού αέρα.
στ. Να υπάρχει εξαερισμός του εσωτερικού χώρου, θαλάμου χειριστών και επιβατών με ρεύμα ελεύθερου αέρα όταν το σύστημα συμπίεσης τεθεί εκτός ενεργείας.

ζ. Να διαθέτει βαλβίδα αποτόνωσης ασφαλείας σε περίπτωση υπερσυμπίεσης.

Σύστημα Ελέγχου πτήσεως (Flight control system)
α. Να διαθέτει διπλά χειριστήρια πτήσεως και διπλά όργανα ελέγχου του αεροσκάφους.
β. Δύο χειριστήρια, ένα για κάθε χειριστή.
γ.- Δύο ποδοστήρια (pedal type για κάθε χειριστή).
δ. Σύστημα αντιστάθμισης (trim system) για τα πηδάλια ελέγχου πτήσεως και στους τρεις άξονες.
Προωθητικό σύστημα
α. Γενικά
α1. Να είναι δικινητήριο,
α2. Να έχει αρκετή ισχύ με ένα κινητήρα ώστε σε περίπτωση έκτακτης ανάγκης (κράτηση ενός κινητήρα):

Να επιτυγχάνει. πλεύση σε ύψος τουλάχιστον 14 000 πόδια (4 267 m.), στο MTOW.
Κατά τη φάση της απογείωσης, από υψόμετρο SL με συνθήκες ISA, να επιτυγχάνει τουλάχιστον 500 Fts/min. (152,400 m/min) βαθμό ανόδου, στο MTOW, ο οποίος να πιστοποιείται από το manual του αεροσκάφους,
β. Κριτήρια τεχνικής επάρκειας προωθητικού συστήματος
β1. Δύο αεροκινητήρες (ΑΚ) TURBO PROP ή JET
β2. Κύριο καύσιμο JET-A1/JP-8. Να υπάρχει δυνατότητα χρησιμοποίησης εναλλακτικού - εναλλακτικών καυσίμων. Να μην υφίστανται περιορισμοί όσον αφορά την λειτουργία του Α/Π για τα κύρια καύσιμα JET-A1/JP-8 σε σχέση με τις προϋποθέσεις της παρ. α2
β3. Ο χρόνος μεταξύ δύο γενικών επισκευών TIME BETWEEN OVER (TBO) όχι μικρότερος από 3.000 ώρες.
β4. Να εκκινά με την βοήθεια και χωρίς τη βοήθεια επίγειας εξωτερικής πηγής.
Όργανα Αεροσκάφους
α. Το Α/Π να είναι εφοδιασμένο με glass cockpit που να περιλαμβάνει κατ’ ελάχιστο ψηφιακό PFD, ψηφιακό Navigation Display, χωριστά ή συνδυαστικά σε οθόνες MFD.
β. Επιπρόσθετα το Α/Π να διαθέτει:
-Digital Engine Fuel monitoring και alerting system, αυτόνομα ή συνδυαστικά με τα προγραφέντα στο α.
γ. Το Α/Π να διαθέτει τα παρακάτω συστήματα:
-Dual SBAS-GPS (με δυνατότητα LNAV, VNAV και LPV προσεγγίσεις)
-Dual Comms (με 8,33 KHz spacing)
- Dual NAVS
- Transponder Mode S (ADSB in & out)
- TCAS (με resolution advisory)
- Terrain awareness & warning system
- Integrated στα avionics γεωδαιτικούς χάρτες (georeferenced charts – maps – approach plates – aerodrome diagrams) για δυνατότητες πτήσεις VFR & IFR και με 10ετή συνδρομή data base
- Synthetic Vision
- Dual FMS με 10ετή συνδρομή data base
- Weather Radar εμβέλειας τουλάχιστον 200 NM και τουλάχιστον 5 (πέντε) χρωμάτων
- Αυτόματο πιλότο 3 axis με δυνατότητα προσεγγίσεων
δ. Να διαθέτει διπλά χειριστήρια πτήσης και διπλά όργανα ελέγχου του Α/Π

Ηλεκτρονικός Εξοπλισμός

α. Επικοινωνίες

α1. Μονάδα ελέγχου για την επικοινωνία του θαλάμου χειριστών με τον θάλαμο επιβατών (Public address).
α2. Δύο (2) Σταθμούς Ασυρμάτου VHF/AM που να καλύπτουν περιοχή συχνοτήτων 118-137 MHZ και με διαδοχική απόσταση διαύλων 8,33 KHZ.
α3. Ένα (1) ασύρματο HF για επικοινωνία με το συντονιστικό κέντρο του ΕΚΑΒ, με εύρος συχνοτήτων 150 έως 170 MHz.ή αντίστοιχο ασύρματο tetra συμβατό με το δίκτυο tetra του ΟΤΕ.
Όλα τα απαραίτητα, όπως μετατροπείς - μετασχηματιστές - καλώδια - κεραίες και οτιδήποτε άλλο είναι αναγκαίο για την άμεση λειτουργία των συστημάτων επικοινωνίας, θα έχουν τοποθετηθεί και θα είναι έτοιμα για λειτουργία με την παράδοση του κάθε αεροπλάνου.

Αυτονόητο είναι ότι με τα ανωτέρω συστήματα επικοινωνιών, εκτός των άλλων, θα καλύπτεται και θα επιτυγχάνεται η επικοινωνία με τις Υπηρεσίες Πολιτικής Αεροπορίας.
β. Ναυτιλιακά βοηθήματα
β1. Ένα (1) Voice Recorder (CVR)
β2. Ένα Emergency Locator Transmitter (ELT)
β3. Ένα ULB
Ο εξοπλισμός επικοινωνίας ναυτιλίας να είναι σύμφωνος με EASA ή ισοδύναμο

β. Υποστήριξη - Συντήρηση
Υποστήριξη
α. Ο κατασκευαστής υποχρεούται να υποβάλλει πλήρη στοιχεία του συστήματος υποστηρίξεως του Α/Π για ανάπτυξη δυνατότητας συντηρήσεως 1ου - 2ου βαθμού και πιθανόν 3ου βαθμού για το σκάφος, τους κινητήρες και τις έλικες από τον φορέα.
β. Ο κατασκευαστής να δώσει αναλυτικά το κόστος συντηρήσεως του Α/Π στο οποίο θα περιλάβει οπωσδήποτε τον Απολογισμό του κόστους συντηρήσεως 1ου - 2ου - 3ου βαθμού.
β.1 Price Catalogue
b.2 Εφόσον επιλεγεί σύστημα follow on support να δοθεί κόστος ανά ώρα πτήσης.
Σημείωση: Οι εργατοώρες της συντήρησης 1ου & 2ου βαθμού δεν απαιτείται να συμπεριλαμβάνονται στο follow on support διότι εκτιμάται ότι δύναται να αναληφθεί από την Πολεμική Αεροπορία.
γ. Για την ανάπτυξη από τον φορέα, της συντηρήσεως 1ου - 2ου βαθμού και πιθανώς και τρίτου βαθμού, πρέπει να:
Δοθεί πλήρες πακέτο υποστηρίξεως του Α/Π το οποίο να περιλαμβάνει τα κάτωθι:
α) Εκπαίδευση ιπταμένων όπως παρακάτω, εκπαίδευση τεχνικών για κάλυψη βασικών ειδικοτήτων συντηρήσεως 1ου - 2ου βαθμού.
β) Πλήρης συλλογή αναλωσίμων (Bench Stock)
γ) Τις απαραίτητες συλλογές και ειδικά εργαλεία για την εκτέλεση εργασιών 1ου και 2ου και πιθανώς 3ου βαθμού συντηρήσεως.
Υπάρχει πρόγραμμα ικανοποιήσεως επειγουσών αιτήσεων (AOG) με χρόνο ικανοποιήσεως της ανάγκης 48 ώρες.
Υπάρχει πλήρης βιβλιογραφία ως και αποτελεσματικό σύστημα ενημερώσεώς της με δωρεάν συνδρομή για τουλάχιστον 10 χρόνια, που θα περιλαμβάνει κατ' ελάχιστο τα παρακάτω εγχειρίδια:
Εγχειρίδιο χειριστού και check list.
Σειρές τεχνικών εγχειριδίων σκάφους, κινητήρων και ελίκων και για τους τρεις (3) βαθμούς συντηρήσεως.
Εγχειρίδιο επισκευών σκάφους, κινητήρων και ελίκων, με πλήρεις οδηγίες επισκευών.

Εικονογραφημένους καταλόγους ανταλλακτικών IPC, με αριθμό αναγνωρίσεώς τους (P/N).
Τεχνικές Οδηγίες (MANDATORY-OPTIONAL,INFORMATION LETTERS AND SERVICE BULLETINS).
Όλα τα εγχειρίδια θα είναι γραμμένα στην Αγγλική
Σειρές Τεχνικών Εγχειριδίων Δοκιμαστικών Συσκευών και G.S.E στις οποίες να συμπεριλαμβάνονται και εικονογραφημένοι κατάλογοι των ανταλλακτικών.

Κόστος Συντηρήσεως του Α/Π (Maintenance Cost))

Ο κατασκευαστής υποχρεούται να δώσει αναλυτικά το κόστος συντηρήσεως του Α/Π, στο οποίο θα περιλάβει οπωσδήποτε τον υπολογισμό του κόστους συντηρήσεως 1ου - 2ου - 3ου –βαθμού ,ανά ώρα πτήσεως, ως αναφέρεται ανωτέρω. Να υποβληθούν επιπλέον πλήρεις λίστες με κόστος ανταλλακτικών.

Γ. Διάφορα

1. Η προμηθεύτρια εταιρεία που θα επιλεγεί, αναλαμβάνει την υποχρέωση:

α) Να εκπαιδεύσει έξη (6) πιλότους χειριστές ανά Α/Π που θα διατεθούν από την Π.Α.

β) Να εκπαιδεύσει τεχνικούς για όλα τα συστήματα του Α/Π για 1ου & 2ου βαθμού συντήρησης ως εξής: οκτώ (8) μηχανικούς, τέσσερις (4) ηλεκτρολόγους και τέσσερις (4) τηλεπικοινωνιών, ηλεκτρονικών
Για κάθε ειδικότητα και βαθμό συντήρησης πρέπει να δοθεί πλήρες αναλυτικό πρόγραμμα εκπαίδευσης, θεωρητικά και στην πράξη, καθώς και τη διάρκεια εκπαίδευσης.
Η παραπάνω εκπαίδευση θα γίνει αδαπάνως για την Υπηρεσία μας, στο εξωτερικό ή όπου επιθυμεί η προμηθεύτρια εταιρεία. Τα έξοδα μεταφοράς, διαμονής, και διατροφής θα βαρύνουν τον προμηθευτή. Η εκπαίδευση των πιλότων - χειριστών, θα αρχίσει όποτε η Υπηρεσία καθορίσει. Η εκπαίδευση των μηχανικών θα αρχίσει μαζί με τους πιλότους και θα γίνει σε όλα τα στάδια και μέχρι το 2ο βαθμό συντηρήσεως τουλάχιστον.
2. Η κατασκευάστρια εταιρεία που θα επιλεγεί, αναλαμβάνει την υποχρέωση, εφόσον ζητηθεί από τον φορέα κατά την υπογραφή της σύμβασης, να παραδώσει stock - σειρά ανταλλακτικών για πλήρη προγραμματισμένη συντήρηση 1ου και 2ου βαθμού, για τεχνική υποστήριξη των αεροπλάνων, χρονικής διάρκειας τουλάχιστον τριών ετών από την παράδοσή του.
3. Να παρατίθεται κατάλογος των εξαρτημάτων που πρέπει να αντικαθίστανται μετά από ορισμένο χρόνο και πόσος είναι αυτός (χρόνος αλλαγής).
4. Να δοθεί αναλυτικά κατάλογος όλων των ανταλλακτικών των αεροπλάνων, που ισχύει κατά το χρόνο υποβολής των προσφορών. Οποιεσδήποτε αλλαγές του τιμοκαταλόγου να γίνονται γνωστές άμεσα στον φορέα.

5. Ο κατασκευαστής θα υποβάλλει με την προσφορά του τα εξής στοιχεία :
5.1 Διαγράμματα και λοιπά στοιχεία επιδόσεων και λειτουργικών απαιτήσεων του Α/Π με τον εξοπλισμό, που απαιτεί το ΕΚΑΒ.
5.2 FLIGHT και MAINTAINANCE MANUAL (πιστοποιημένα από την Αρχή που πιστοποίησε το αεροπλάνο).
5.2.1 Από το FLIGHT MANUAL και MAINTAINANCE MANUAL ή MODEL SPECIFICATIONS, θα διαπιστώνεται η ικανοποίηση των όρων που περιλαμβάνονται στις προδιαγραφές.
5.2.2Από τα αναλυτικά Prospectus των ιατρικών μηχανημάτων και εργαλείων θα τεκμηριώνουν τα τεχνικά χαρακτηριστικά.

Ο κάθε προμηθευτής θα απαντά παράγραφο προς παράγραφο και με την ίδια σειρά και αρίθμηση σε όλα τα στοιχεία της παρούσας τεχνικής προδιαγραφής. Σε περίπτωση διαφωνίας πρέπει να προσδιορίζει με σαφήνεια τα σημεία απόκλισης. Στο φύλλο συμμορφώσεως, για κάθε απάντηση που δίδεται στην τεχνική περιγραφή και στο φύλλο λειτουργικών απαιτήσεων του διαγωνισμού, θα δίδεται απαραιτήτως η παράγραφος και η σελίδα του τεχνικού εγχειριδίου ή τεχνικού φυλλαδίου του οίκου κατασκευής, που καλύπτει το αντίστοιχο σημείο της απαντήσεως.
Να έχουν πραγματοποιηθεί μέχρι τη στιγμή της παραδόσεως του Α/Π όλες οι τυχόν πραγματοποιθείσες μέχρι τότε υποχρεωτικές τροποποιήσεις-βελτιώσεις (mandatory service bulletins & airworthiness directives) , από την κατασκευάστρια εταιρεία.

8. Να παρουσιάσουν ακριβές πελατολόγιο με όλους τους πελάτες των τελευταίων τριών ετών, στους οποίους έχει πωληθεί ο ίδιος ή παρεμφερής τύπος της ιδίας οικογένειας - σειράς με το προσφερόμενο. Να δοθούν ακριβή στοιχεία του πελάτη, ο αριθμός των Α/Π, το έτος παράδοσής των, η αξία, οι ημερομηνίες παραγγελίας - παράδοσης και υποχρέωσης παράδοσης. Στην περίπτωση που ο παραλήπτης ανήκει σε δημόσιο τομέα, οι παραδόσεις αποδεικνύονται με σχετικά έγγραφα της αρμόδιας Υπηρεσίας, στα οποία θα αναφέρεται και η εκπρόθεσμη ή μη παράδοση των Α/Π. Στην περίπτωση που ο παραλήπτης ανήκει στον ιδιωτικό τομέα, οι παραδόσεις βεβαιώνονται από αυτόν ή εάν τούτο δεν είναι δυνατόν, δηλώνονται υπεύθυνα από τον προμηθευτή. Συστατικές επιστολές εκ μέρους των πελατών, θα ληφθούν σοβαρά υπόψη.

Δ. Εγγυήσεις

1 Να αναφέρονται στην ομαλή και ανεμπόδιστη λειτουργία των αεροπλάνων, για δύο τουλάχιστον χρόνια από την παράδοσή τους, χωρίς περιορισμό ωρών πτήσεως. Σε αυτή τη διάρκεια της εγγύησης, η προμηθεύτρια εταιρεία είναι υποχρεωμένη, χωρίς καμία επιβάρυνση του Φορέα, για την αντικατάσταση φθειρόμενων εξαρτημάτων ή μερών η μονάδων, λόγω ελαττωματικής κατασκευής, χωρίς καμία επιβάρυνση του Φορέα, (συμπεριλαμβανομένου και του κόστους εργασίας) αρχόμενη από της οριστικής παραλαβής του - των Α/Π.

2. Επίσης, η προμηθεύτρια εταιρεία υποχρεούται να τροποποιήσει και να αντικαταστήσει τα κατ' εξακολούθηση εντός μικρών χρονικών διαστημάτων εξαρτήματα ή μονάδες, πέρα από τη δεύτερη φορά καταστροφής του – λόγω κατασκευαστικής ατέλειας - και να το καταστήσει τέτοιο ώστε, να μην καταστρέφεται σε μικρό χρονικό διάστημα. Η ανωτέρω υποχρέωση αναλαμβάνεται, χωρίς καμία επιβάρυνση του Φορέα και για χρονικό διάστημα ενός (1) έτους από της οριστικής παραλαβής των Α/Π στην Ελλάδα, Η αντικατάσταση και τροποποίηση των συνεχώς φθειρόμενων εξαρτημάτων, να γίνεται εντός τριάντα ημερών, από της ζητήσεώς τους από την ενδιαφερόμενη Υπηρεσία.

3. Η κατασκευάστρια εταιρεία να εγγυηθεί την υποστήριξη του - των Α/Π σε τυποποιημένα - κωδικοποιημένα ανταλλακτικά, για μια εικοσαετία (20 έτη) τουλάχιστον από την ημερομηνία παράδοσής των στην Ελλάδα, σε πρώτη ζήτηση και σύμφωνα με τον ισχύοντα τιμοκατάλογο κατά την ημερομηνία της παραγγελίας (συμπεριλαμβανομένων και των όποιων εκπτώσεων). Οι αιτήσεις του Φορέα προς την κατασκευάστρια εταιρεία για παροχή των ανταλλακτικών (εκτός των περιπτώσεων A O.G), πρέπει να ικανοποιούνται εντός είκοσι (20) ημερών το αργότερο. Σε περίπτωση μη διαθέσεως από τον προμηθευτή των ζητηθέντων από την Υπηρεσία ανταλλακτικών εντός είκοσι (20) ημερών από την πρώτη ζήτηση, η προμηθεύτρια εταιρεία θα υπόκειται σε ανάλογη ποινική ρήτρα.

4. Τα προς παράδοση Α/Π θα έχουν χρωματισμό, που θα υποδειχθεί από το ΕΚΑΒ, κατά την υπογραφή της Σύμβασης.

Ε. Έλεγχος Παραλαβής

Κάθε ένα από τα παραλαμβανόμενα αεροπλάνα θα επιθεωρούνται, για τον ποιοτικό έλεγχο, τον εξοπλισμό, τα παρελκόμενα και γενικότερα την συμφωνία με τους γενικούς, ειδικούς, απαραίτητους όρους και το σύνολο αυτών των τεχνικών προδιαγραφών, Η παράδοση - παραλαβή θα γίνει στην έδρα του φορέα με έξοδα του προμηθευτή.

Με την παράδοση κάθε αεροπλάνου ο προμηθευτής θα παραδίδει το πιστοποιητικό πλοϊμότητας (Airworthiness certificate) εκδοθέν από την ΥΠΑ της χώρας κατασκευής. Αυτό θα έχει γίνει αποδεκτό από τον Φορέα πτητικής εκμετάλλευσης, πριν την οριστική παραλαβή.

Ο λειτουργικός έλεγχος εκάστου Α/Π θα γίνει μετά από πτήση τουλάχιστον 2 ωρών όπου θα γίνει έλεγχος της καλής λειτουργίας των κινητήρων, της πτητικής συμπεριφοράς σε όλες τις φάσεις επιχειρησιακής πτήσεως των Α/Π και γενικότερα όλου του εξοπλισμού εκάστου εξ αυτών. Μετά το τέλος του ελέγχου κατά την πτήση, θα επακολουθήσει δεύτερος έλεγχος επί του εδάφους. Η δαπάνη και ευθύνη επί του λειτουργικού ελέγχου θα βαρύνει την κατασκευάστρια εταιρεία.

Τρίτη (ΙΙΙ) ενότητα «Ιατρικός Εξοπλισμός»
Α. Διασκευή - Ιατρικός Εξοπλισμός
Διασκευή
Τα ιδιαίτερα χαρακτηριστικά και απαιτήσεις του θαλάμου συνίστανται:
α. Τα καθίσματα του ιατρονοσηλευτικού προσωπικού πρέπει να είναι τουλάχιστον δύο (2) ώστε να υπάρχει δυνατότητα υποστήριξης δύο βαρέως πασχόντων ασθενών, από δύο υγειονομικούς. Τα φορεία να είναι τοποθετημένα κατά τέτοιο τρόπο, ώστε να επιτυγχάνεται η προσπέλαση των ασθενών καθ’ όλο το μήκος του σώματός τους για την ευχερή φροντίδα των και ιδιαιτέρως να επιτρέπει σωστικούς χειρισμούς επί των αεροφόρων οδών του ασθενούς (διασωλήνωση τραχείας, μηχανικός αερισμός).

β. Η διαμόρφωση της ατράκτου να επιτρέπει τη διάταξη των φορείων επί του αυτού επιπέδου αποκλειομένης της λύσεως το ένα να υπέρκειται του άλλου
γ. Εις τη διασκευή περιλαμβάνεται η εγκατάσταση παροχής οξυγόνου εις τους ασθενείς, οι αποθήκες οξυγόνου (φιάλες) ικανές να τροφοδοτήσουν τους ασθενείς που δύναται να μεταφέρει το αεροσκάφος κατά το μέσο χρόνο που απαιτείται διά να καλύψουν την αναφερομένη ελάχιστη εμβέλεια των Απαραίτητων Όρων και σε ποσότητα κατ’ ελάχιστον 10 lit/min κατά ασθενή, τα αεροπορικού τύπου φορεία και ο ηλεκτρομηχανικός εξοπλισμός για ιατρική χρήση περί των οποίων θα γίνει εκτενής αναφορά κατωτέρω. Αυτό αποσκοπεί στον επακριβέστερο προσδιορισμό από τον κατασκευαστή των επιχειρησιακών ικανοτήτων του ασθενοφόρου αεροσκάφους, ως και στη δυνατότητα επιλογής των καταλληλότερων λύσεων όσον αφορά τον εξοπλισμό και τη διάταξή του, εντός του αεροσκάφους.

δ. Ο προτεινόμενος εξοπλισμός να έχει τη διαμόρφωση και την εργονομική εγκατάσταση ώστε να εξυπηρετούνται οι σκοποί της προμήθειας του Α/Π, δηλαδή η διακομιδή βαρέως πασχόντων ασθενών και η παροχή επείγουσας ιατρικής βοήθειας, κατά την διάρκεια της διακομιδής.
Ο απαιτούμενος ιατρικός εξοπλισμός να είναι τυποποιημένος και να έχει εγκατασταθεί εντός του αεροσκάφους από εξειδικευμένο σε παρόμοιες κατασκευές οίκο. Να έχει δε την απαραίτητη έγκριση του κατασκευαστικού οίκου του Α/Π και των κατασκευαστικών οίκων του ιατρικού εξοπλισμού.
Η διαμόρφωση του θαλάμου ασθενών, η διάταξη όλου του εξοπλισμού και των εξαρτημάτων να περιγραφούν αναλυτικά, τόσο από άποψη κατασκευής (υλικό, διαστάσεις κλπ), όσο και από άποψη λειτουργική (διακομιδή ασθενούς, διακίνηση προσωπικού, μεταφορά συσκευών εξοπλισμού). Η όλη διάταξη να εμφανιστεί σε πλήρες σχέδιο (κάτοψη, τομή) και να κατατεθούν αντίστοιχα τεχνικά στοιχεία που να τεκμηριώνουν την ποιότητα και την λειτουργικότητα διασκευής.
Στην καμπίνα των ασθενών να είναι σχεδιασμένος, διαμορφωμένος και εγκαταστημένες κατάλληλος χώρος (ράφια - ντουλάπια), για το υλικό άμεσης χρήσης, έτσι ώστε να παρέχει άνετη πρόσβαση στους χρήστες. Το εσωτερικό των χώρων αυτών να είναι χωρισμένο με μεταθετά χωρίσματα.

Η τοποθέτηση του ιατρικού εξοπλισμού να είναι εργονομική, ώστε να μην εμποδίζει και εκθέτει σε ατυχήματα το ιατρονοσηλευτικό προσωπικό κατά την παροχή φροντίδας στον ασθενή αλλά ούτε και τον ασθενή σε όποια θέση είναι τοποθετημένος αυτός και να διευκολύνει την παροχή φροντίδας και σε ιδιαίτερες καταστάσεις ασθενών (επίτοκες, καρδιοαναπνευστική ανακοπή, ΧΑΠ κ.λ.π.).

ε. Μέσα στην καμπίνα των ασθενών και σε κατάλληλες θέσεις θα τοποθετηθούν δύο οδηγοί με τριπλά άγκιστρα και με μηχανισμό σταθεροποίησης φιαλών, ορρών αίματος, κ.λ.π., ώστε να μην αιωρούνται κατά την κίνηση του αεροπλάνου.
στ. Να υπάρχει κεκλιμένο επίπεδο φόρτωσης ασθενούς επί του Α/Π.
Ιατρικός εξοπλισμός

Δύο (2) κύρια φορεία ασθενούς κατ’ ελάχιστον
Το πλαίσιό τους πρέπει να είναι στερεός κατασκευής αλλά από ελαφρύ υλικό (αεροπορικού τύπου) με υπόστρωμα άκαμπτο, προκειμένου να διευκολύνονται οι καρδιακές συμπιέσεις.
Να έχει δυνατότητα και μηχανισμό ανάκλησης του άνω ημίσεως του κορμού του πάσχοντος σε πολλαπλές θέσεις και μέχρι 70Ο.
Η τοποθέτησή τους πρέπει να γίνεται κατά τρόπο ασφαλή, σε κατάλληλες υποδοχές, που να διευκολύνουν την ταχεία σύνδεση και αποσύνδεσή των Πρέπει να φέρουν τις ανάλογες προς τους διεθνείς κανονισμούς, ζώνες ασφαλείας.
Τα φορεία πρέπει να καθηλώνονται και να ασφαλίζονται σε βάσεις επί του δαπέδου, ολισθαίνοντα μέχρι του σημείου ασφάλισης τους για διευκόλυνση της μεταφορικής διαδικασίας φόρτωσης & εκφόρτωσης των πασχόντων.
Να αναφέρεται το μέγιστο βάρος του ασθενή που το φορείο μπορεί να αντέξει
Το φορείο να έχει ελάχιστες διαστάσεις:
Μήκος: 195 cm (+2 cm - -5 cm), Πλάτος: 55 cm (+3 cm - -2 cm)

Μεταφερόμενο βάρος: τουλάχιστον 170 Kg

2.2 Διαιρούμενο μεταλλικό φορείο (scoop) τεμάχια 2 (δύο)
Να είναι ειδικό διαιρούμενο φορείο (scoop) για περισυλλογή – μετακίνηση πάσχοντα
Να είναι κατασκευασμένο από μεταλλικό υλικό υψηλής αντοχής και να έχει το μικρότερο δυνατό βάρος (όχι πάνω από 11 Kg).
Η επιφάνειές του να είναι κατάλληλης υφής προκειμένου να εξασφαλίζεται η απόλυτη στήριξη του μεταφερόμενου ασθενούς και να καθίσταται δυνατός ο εύκολος καθαρισμός και η απολύμανσή του με οποιοδήποτε τρόπο
Να διαθέτει τρεις (3) τουλάχιστον ζώνες ασφαλείας (ταχείας ασφάλισης και απασφάλισης), για την ακινητοποίηση του ασθενούς
Να έχει διαστάσεις:
μήκος: το χρησιμοποιούμενο μήκος να είναι κατ’ ελάχιστον 165 cm και να εκτείνεται τουλάχιστον μέχρι τα 200 m. Όταν το φορείο είναι αναδιπλωμένο το μήκος του να μην ξεπερνά τα 120 cm
πλάτος: τουλάχιστον 40 cm (στην περιοχή που εμφανίζει την μέγιστη διάστασή του)
πάχος (όταν το φορείο είναι αναδιπλωμένο): μέγιστο 9 cm
Μεταφερόμενο βάρος: τουλάχιστον 150 Kg

2.3 Στρώμα κενού τεμάχια 2 (δύο)
Να είναι κατασκευασμένο από ανθεκτικό, αδιάβροχο, μη πορώδες υλικό, να πλένεται εύκολα και να είναι ακτινοδιαπερατό για τη διενέργεια ακτινολογικών διαγνωστικών εξετάσεων, καθώς και κατάλληλο για την διενέργεια εξετάσεων M.R.I.
Η βαλβίδα εισαγωγής ή εξαγωγής του αέρα, να είναι σε τέτοια θέση ώστε να μην ενοχλεί τον ασθενή.
Η αντλία κενού να μπορεί να μειώσει την πίεση από 500 hPa σε 4 min.
Το στρώμα κενού συμπεριλαμβανομένου του περιεχομένου του να εκπληρώνει τα ακόλουθα:
αντοχή στην θερμότητα: 60 0C
αντοχή στο ψύχος: -20 0C

σημείο τήξης: 100 ΟC
Να έχει τις ελάχιστες διαστάσεις:
μήκος: 200 cm
πλάτος (όχι σε κατάσταση κενού): 80 cm
Μεταφερόμενο βάρος: τουλάχιστον 150 Kg.
Να παραδοθεί πλήρες με όλα τα εξαρτήματα και να αποτελείται από:
Το κυρίως στρώμα, με τέσσερις (4) τουλάχιστον χειρολαβές από κάθε πλευρά.
Τέσσερις (4) τουλάχιστον ζώνες ασφαλείας ασθενούς (ταχείας ασφάλισης – απασφάλισης).
Αντλία παραγωγής κενού.
Συνολικό βάρος με την αντλία παραγωγής κενού το μικρότερο δυνατό (όχι πάνω από 15 kg).
Να συνοδεύεται από θήκη μεταφοράς/αποθήκευσης.
Να είναι σύμφωνο με το πρότυπο ΕΝ 1865-1.

2.4 Φορητός Αναπνευστήρας τεμάχια 2 (δύο) εγκατεστημένα με μηχανισμό εύκολης απόσπασης

Ο αναπνευστήρας να είναι καινούργιος, αμεταχείριστος, σύγχρονης τεχνολογίας και κατάλληλος για τον αερισμό ενηλίκων και παίδων κατά την διακομιδή τους με επίγεια και εναέρια μέσα

Να είναι μικρών διαστάσεων και βάρους που να μην υπερβαίνει τα έξι (6) Kg συμπεριλαμβανομένης/ων της/των μπαταρίας/ών, ώστε να είναι εύκολη η μεταφορά του μέσω χειρολαβής και να μπορεί να σταθεροποιηθεί με ασφάλεια σε ειδική προς τούτο βάση του ίδιου κατασκευαστή εντός του θαλάμου ασθενούς. Θα πρέπει επίσης να είναι εύκολο, το να αποσπάται από την βάση αυτή και να φέρει ειδικά άγκιστρα ανάρτησής του από τις πλευρικές ράγες του φορείου ασθενούς ή/και μεταφοράς στον ώμο με ιμάντα.
Να πληροί τις κάτωθι απαιτήσεις:
Υψηλή αντοχή σε κραδασμούς και κρούσεις
Προστασία από το νερό
Λειτουργία σε συνθήκες υγρασίας έως 95% και θερμοκρασία -15 – +50 °C
Λειτουργία σε ατμοσφαιρική πίεση 700 – 1100 hPa
Να έχει απλό και εύκολο χειρισμό ώστε να μπορεί να τον χειριστεί με ασφάλεια το ιατρικό και διασωστικό προσωπικό. Γι’ αυτό το λόγο να διαθέτει έγχρωμα πεδία ρύθμισης ή άμεση ηλικιακή προεπιλογή ρυθμίσεων
Να λειτουργεί με κινητήριο δύναμη το Ο2 από το δίκτυο του Α/Π, μικρές φορητές ή μεγάλες φιάλες καθώς και από παροχή νοσοκομείου με ειδικό σύνδεσμο ασφαλείας.
Να έχει δυνατότητα επιλογής μέσω διακόπτη μεταξύ 100% οξυγόνου ή μίγματος οξυγόνου – ατμοσφαιρικού αέρα, που θα αναρροφάται μέσω φίλτρου από το περιβάλλον.
Να λειτουργεί με την παροχή τάσης 12-15V/DC του Α/Π μέσω κατάλληλου βύσματος, μέσω παροχής τάσης 220-240V/AC, καθώς και μέσω επαναφορτιζόμενης μπαταρίας με αυτονομία για τουλάχιστον τρεις (3) ώρες.
Να επιτρέπει την εφαρμογή IPPV, SIMV με πίεση υποστήριξης, CPAP με πίεση υποστήριξης καθώς και PEEP μέσω ενσωματωμένης στο μηχάνημα βαλβίδας. Να αναφερθούν επιπλέον μέθοδοι αερισμού ή λειτουργίες.
Όλες οι ρυθμίσεις για λόγους ασφάλειας και ευχρηστίας θα γίνονται στον αναπνευστήρα μέσω περιστροφικών ή πιεζόμενων διακοπτών επιλογής και όχι μέσω επιλογών σε οθόνη αφής (touch screen).
Να διαθέτει ρυθμίσεις για:
Όγκο αναπνοής VT: 100 – 2000 ml (άμεσα ρυθμιζόμενο).
Συχνότητα αερισμού: έως 50 bpm.
Σχέση I:E (1:3 – 2:1 τουλάχιστον)
PEEP: 0 – 20 mbar
Χρόνο εισπνοής

Πίεση υποστήριξης έως 30 mbar
Περιορισμό πίεσης έως 60 mbar
Να διαθέτει απαραίτητα αυτόματη παρακολούθηση του αερισμού του ασθενούς με μέτρηση και ένδειξη του εκπνεόμενου όγκου και αυτόματο συναγερμό σε περίπτωση απόκλισής του.
Να διαθέτει ρυθμιζόμενο όριο μέγιστης πίεσης αερισμού καθώς επίσης ενδείξεις και μηνύματα – συναγερμούς σε περιπτώσεις χαμηλής πίεσης – αποσύνδεσης από τον ασθενή, πτώση τροφοδοσίας, διαρροής, άπνοιας, βλάβης, κλπ.
Να διαθέτει φωτιζόμενη οθόνη με ψηφιακές ενδείξεις όλων των μετρούμενων παραμέτρων και της πίεσης του αερισμού του ασθενούς, καθώς και μηνύματα προς τον χειριστή για τη διευκόλυνσή του.
Όλα τα τμήματα του αναπνευστήρα που έρχονται σε επαφή με τον ασθενή, να μπορούν να αποστειρωθούν, και να δύναται να λειτουργεί απ’ ευθείας και με κύκλωμα ασθενούς μιας χρήσης.
Ο αναπνευστήρας να συνοδεύεται από:
Ένα (1) πλήρες κύκλωμα ασθενούς πολλαπλών χρήσεων ενηλίκων και δοκιμαστικό ασκό (test lung) λειτουργίας
Ένα (1) συνδετικό σωλήνα, για την σύνδεση του αναπνευστήρα με το δίκτυο αερίων ή φιάλη O2
Διάταξη στήριξης του αναπνευστήρα εντός θαλάμου ασθενούς και μεταφοράς του με ενσωματωμένη φιάλη οξυγόνου και αποθηκευτικές θήκες.
Καλώδιο τροφοδοσίας ρεύματος 220-240V/AC και επαναφορτιζόμενη μπαταρία,
Καλώδιο τροφοδοσίας και μετασχηματιστή με ειδικό βύσμα για παροχή 12-15V/DC εντός ασθενοφόρου οχήματος ή εναέριου μέσου διακομιδής
Να πληροί τα διεθνή πρότυπα ICE/EN 60601-1, ISO 10651-3 και RTCA DO-160.

2.5 Απινιδωτής/monitor τεμάχια 2 (δύο) εγκατεστημένα με μηχανισμό εύκολης απόσπασης

Γενικά

Να είναι σύγχρονης διφασικής τεχνολογίας, με δυνατότητα χειροκίνητης (manual) και αυτόματης (AED) λειτουργίας με φωνητικές οδηγίες
Να είναι στέρεος και κατασκευασμένος από υλικά υψηλής ποιότητας και ανθεκτικός σε συνθήκες διάσωσης, εκτός νοσοκομείου (ασθενοφόρα, κινητές μονάδες, πτητικά μέσα, κλπ.) και να κατατεθούν τα σχετικά πιστοποιητικά. Να πληροί τις συνθήκες λειτουργίας:
θερμοκρασία: 0-45 °C
υγρασία: έως 95%
στεγανότητα έναντι σκόνης και νερού: τουλάχιστον IP44
υψηλή αντοχή σε κραδασμούς και κρούσεις: να διαθέτει 0,75 meter drop test τουλάχιστον
Η συσκευή να είναι φορητού τύπου σε θήκη και να διαθέτει χειρολαβή μεταφοράς
Να μπορεί να τοποθετηθεί στέρεα και με ασφάλεια, σε βάση του ίδιου κατασκευαστή εντός του θαλάμου ασθενούς, που θα συνοδεύει την συσκευή και θα είναι διαπιστευμένη για τουλάχιστον 10 G.
Το βάρος του να είναι το ελάχιστο δυνατό και να αναφερθεί, συμπεριλαμβανομένης της/των μπαταρίας/ών και των ηλεκτροδίων απινίδωσης (paddles), προκειμένου να αξιολογηθεί
Να λειτουργεί με ρεύμα 220-240V/AC, 12-15V/DC και με ενσωματωμένη επαναφορτιζόμενη μπαταρία/ες
Η μπαταρία/ες να φορτίζεται ανεξάρτητα από την στάθμη φόρτισής της/των και με εξωτερικό φορτιστή μπαταριών 220-240V/AC ανεξάρτητα από τον απινιδωτή/monitor. Να

αποδίδει/ουν τουλάχιστον 300 απινιδώσεις στα 150 Joules ή 5 ώρες παρακολούθησης (monitoring), με την μπαταρία πλήρως φορτισμένη/ες
Ο απινιδωτής να είναι σε θέση να λειτουργεί με τροφοδοσία 220-240V/AC, σε περίπτωση μη φορτισμένης μπαταρίας/ες
Να υπάρχει η δυνατότητα επαναφόρτισης της μπαταρίας/ων μέσω τάσης 220-240V/AC και 12-15V/DC. Για φόρτιση από 12-15V/AC εντός του οχήματος, η συσκευή να συνοδεύεται από καλώδιο φόρτισης και κατάλληλο μετασχηματιστή
Να αναφερθεί ο απαιτούμενος χρόνος φόρτισης της μπαταρίας στο 100% αυτής, ο οποίος να είναι ο ελάχιστος δυνατός, προκειμένου να αξιολογηθεί
Να διαθέτει αξιόπιστο έλεγχο της στάθμης φόρτισης της μπαταρίας
Να συνοδεύεται από λογισμικό για την αποστολή/μεταφορά όλων των δεδομένων της συσκευής σε Η/Υ και τα υλικά που ενδεχομένως απαιτούνται. Η επικοινωνία της συσκευής με τον Η/Υ να δύναται να επιτευχθεί ενσύρματα είτε ασύρματα.
Είναι επιθυμητή η ύπαρξη λειτουργίας ηχητικής υποβοήθησης κατά την εφαρμογή της ΚΑΡΠΑ
Να συνοδεύεται από δύο (2) επαναφορτιζόμενες μπαταρίες

Απινιδωτής

Η μέγιστη χορηγούμενη ενέργεια να είναι τουλάχιστον 150 Joules
Να υπάρχει η δυνατότητα επιλογής της χορηγούμενης ενέργειας σε βήματα μεταξύ μέγιστης και ελάχιστης χορηγούμενης ενέργειας
Να διαθέτει κύκλωμα ελέγχου επαφής των paddles με το σώμα του ασθενούς και συναγερμό για την μη καλή επαφή αυτών
Η επιλογή της ενέργειας καθώς και η φόρτιση-εκφόρτιση να γίνεται από τον πίνακα ελέγχου της συσκευής και από τα paddles
Να έχει την δυνατότητα πραγματοποίησης συγχρονισμένης κα ασύγχρονης απινίδωσης
Ο χρόνος φόρτισης στα 150 Joules να είναι το μέγιστο 10 sec, με καινούργια/ες και πλήρως φορτισμένη/ες μπαταρία/ες
Να συνοδεύεται από paddles ενηλίκων και παίδων (τα οποία ελευθερώνονται πολύ εύκολα), καθώς και από ένα ζεύγος αυτοκόλλητων ηλεκτροδίων (pads) μιας χρήσεως
Να έχει την δυνατότητα αποθήκευσης στην μνήμη και καταγραφής τουλάχιστον 300 λεπτών ΗΚΓ
Να λαμβάνει ΗΚΓ δώδεκα (12) απαγωγών
Να φέρει βαθμίδα μέτρησης NIBP και να συνοδεύεται από τα απαραίτητα παρελκόμενα χρήσης της (περιχειρίδα ενηλίκων και παίδων)
Να δύναται να φέρει βαθμίδα IBP
Να διαθέτει σύστημα αυτόματης διάγνωσης 12πολικού ΗΚΓ, υποστηριζόμενο από τον πιο πρόσφατο αλγόριθμο
Να φέρει βαθμίδα SpO2 και να συνοδεύεται από έναν αισθητήρα ενηλίκων πολλαπλών χρήσεων
Να φέρει ενσωματωμένο ενισχυτή μέτρησης EtCO2
Να φέρει ενσωματωμένο εξωτερικό αναίμακτο βηματοδότη με τα εξής χαρακτηριστικά:
Πλάτος παλμού βηματοδότησης: 20 – 40 msec
Να λειτουργεί σε demand & fixed rate
Ένταση ρεύματος: 0 – 140 mA
Παλμοί: 50 – 170 / λεπτό (bpm)

Monitor

Να διαθέτει οθόνη μεγάλης ευκρίνειας, και να αναφερθεί το μέγεθός της, το οποίο να είναι το μέγιστο δυνατό και τουλάχιστον 6’’, στην οποία να απεικονίζονται:
Τιμή χορηγούμενης ενέργειας
3 κανάλια ΗΚΓ
Απαγωγή του ΗΚΓ

Καρδιακός ρυθμός
Κυματομορφή και ένδειξη εκπνεόμενου CO2 (καπνογράφος)
Ρυθμός βηματοδότησης και αποδιδόμενο φορτίο βηματοδότησης
Alarms καρδιακής συχνότητας με ρυθμιζόμενα άνω και κάτω όρια
Κορεσμός οξυγόνου (SpO2) σε αριθμητική ένδειξη και κυματομορφή
Αριθμητική ένδειξη της NIBP και IP
Γραφική απεικόνιση ζωτικών παραμέτρων (trend)
Μηνύματα καθοδήγησης του χειριστή κατά την αυτόματη λειτουργία (AED)
Να διαθέτει οπτικοακουστικούς συναγερμούς με ρυθμιζόμενα όρια (αυτόματα ή χειροκίνητα) για όλες τις ενεργές παραμέτρους του ασθενούς
Να λαμβάνει πλήρες ΗΚΓ δώδεκα (12) απαγωγών, με ενσωματωμένο στην συσκευή μεταγωγέα από απαγωγή σε απαγωγή και να συνοδεύεται από το απαραίτητο καλώδιο απαγωγής

Καταγραφικό

Να περιλαμβάνει καταγραφικό θερμικού τύπου, με τουλάχιστον μία ταχύτητα καταγραφής και οπωσδήποτε την 25 mm/sec
Να έχει την δυνατότητα αυτόματης ή χειροκίνητης καταγραφής του ΗΚΓ
Να έχει την δυνατότητα καταγραφής τριών (3) απαγωγών ταυτόχρονα
Να έχει την δυνατότητα καθυστερημένης καταγραφής για τουλάχιστον 6 sec
Το πλάτος του χαρτιού να είναι τουλάχιστον 80mm

Σημείωση: Η προσφορά να περιλαμβάνει και δύο (2) φορτιστές μπαταριών τουλάχιστον δύο θέσεων, λειτουργίας με τάση 220 V.

2.6 Συσκευή παλμικής οξυμετρίας και καπνογραφίας

Να είναι καινούργιο και αμεταχείριστο.
Να είναι στέρεο και ανθεκτικό σε σκληρή χρήση.
Να πληροί βάσει πιστοποιητικών, τις κάτωθι απαιτήσεις:
Υψηλή αντοχή σε κραδασμούς και κρούσεις.
Λειτουργία σε υγρασία έως 95% και θερμοκρασία 0 - 45 °C.
Το βάρος του να μην υπερβαίνει τα 500 gr.
Να είναι φορητό, μικρού όγκου να συνοδεύεται από θήκη μεταφοράς και αποθήκευσης, καθώς και προστατευτικό περίβλημα και εντός της καμπίνας του ασθενούς να τοποθετείται σε στέρεα σε ασφαλή κατάλληλα διαμορφωμένη θέση.
Να έχει δυνατότητα μέτρησης και απεικόνισης, μέσω ευδιάκριτων αριθμητικών ενδείξεων, για SpO2, CO2 και να απεικονίζει αριθμό σφίξεων/λεπτό (BPM) και ενδείξεις της έντασης του παλμού και της ποιότητας του σήματος.
Να έχει εύρος SpO2: 1 έως 100%, CO2: 0 έως > 75 mmHg και BPM: 30 – 240/min.
Να έχει ακρίβεια μετρήσεων SpO2, CO2 και BPM: ± 2 μονάδες
Να διαθέτει συναγερμούς με προκαθορισμένα όρια, με οπτική και ακουστική ένδειξη.
Να δύναται να φέρει αισθητήρες (sensors) όλων των ειδών (πολλαπλών και μιας χρήσεως) και να συνοδεύεται από έναν (1) αισθητήρα δακτύλου SpO2 ενηλίκων πολλαπλών χρήσεων καθώς και καλώδιο προέκτασής του, αισθητήρα CO2.
Να λειτουργεί με αλκαλικές μπαταρίες οι οποίες να περιλαμβάνονται κατά την παράδοση, με αυτονομία συνεχούς λειτουργίας τουλάχιστον δεκαπέντε (15) ωρών.

2.7 Ογκομετρική αντλία ενδοφλέβιας έγχυσης διαλυμάτων τεμάχια 2 (δύο) εγκατεστημένη με μηχανισμό εύκολης απόσπασης
Να είναι φορητή, ογκομετρική και μικρού όγκου, ταυτόχρονης διπλής τουλάχιστον χορήγησης ενδοφλέβιων φαρμάκων, υγρών, διαλυμάτων και αίματος.

Να λειτουργεί με την παροχή τάσης 12-15V/DC του σκάφους μέσω κατάλληλου βύσματος, μέσω παροχής τάσης 220-240V/AC, καθώς και μέσω επαναφορτιζόμενης μπαταρίας με αυτονομία για τουλάχιστον τρεις (3) ώρες.
Να υπάρχει η δυνατότητα ασφαλούς ανάρτησής της εντός του θαλάμου ασθενούς σε κατάλληλη θέση.
Οι ρυθμίσεις που πραγματοποιούνται να απεικονίζονται σε ψηφιακή οθόνη που διαθέτει η συσκευή.
Να δίνει την δυνατότητα χορήγησης με ρυθμιζόμενη ροή από 0.1 έως 1.000 ml/h σε ενήλικες και παιδιά.
Να παρέχει ακρίβεια ρυθμίσεων ±5% και να διαθέτει συναγερμούς (alarms).
Να μπορεί να υπολογίσει το ρυθμό έγχυσης με βάση τη χορηγούμενη δόση όταν καταχωρηθούν παράμετροι όπως: δόση, βάρος του ασθενούς, ποσότητα φαρμάκου.
Να διαθέτει σύστημα απομάκρυνσης των φυσαλίδων χωρίς να απαιτείται η αποσύνδεση του ασθενή.
Να διαθέτει προστασία ασφαλείας που εμποδίζει την ελεύθερη ή ανάστροφη ροή σε κάθε περίπτωση λάθους χειρισμού ή μηχανικής δυσλειτουργίας.
Να συνοδεύεται από όλα τα εξαρτήματα που είναι απαραίτητα για την πλήρη λειτουργία της συσκευής.

2.8 Φορητή μηχανική αντλία έγχυσης ορού. Τεμάχια 2 (δύο) εγκατεστημένη με μηχανισμό εύκολης απόσπασης
Να είναι κατάλληλη για ενδοφλέβια θεραπεία ή μετάγγιση.
Να λειτουργεί αυτόνομα με μηχανικό τρόπο (χωρίς μπαταρίες, ρεύμα, ή ανθρώπινη παρέμβαση).
Να παρέχει σταθερή ροή έγχυσης υγρών, ανεξάρτητα από τον ρυθμό εκκένωσης, ακόμα και σε περιβάλλον μεταβαλλόμενης πίεσης (πτητικά μέσα).
Να μην είναι απαραίτητη η χρήση στατό και να μπορεί να τοποθετηθεί στο ίδιο επίπεδο με τον ασθενή ή και χαμηλότερα αυτού.
Να δέχεται εύκαμπτες σακούλες έγχυσης από 250 έως 1.000 ml
Να διαθέτει οπτική ένδειξη για την πορεία της έγχυσης και το υπόλοιπο του διαλύματος.
Να είναι κατάλληλη για χρήση σε καταστάσεις έκτακτης ανάγκης ή καταστροφές
Να διαθέτει χειρολαβή για τη εύκολη μεταφορά της.
Το βάρος της να είναι μικρότερο από 2 Kg.

2.10 Λαρυγγοσκόπιο (ψυχρού φωτισμού) Τεμάχια 2 (δύο)
Να είναι κατασκευασμένο βάσει του προτύπου ISO 7376
Να αποτελείται από μία λαβή και έξι λάμες No 0, 1, 2, 3, 4, 5 τύπου McIntosh
Η λαβή και οι λάμες να είναι μεταλλικές
Η λαβή να είναι κανονική, διαμέτρου 28 mm και να δέχεται απλές αλκαλικές μπαταρίες
Να διαθέτει πηγή λευκού φωτισμού (4600 - 5500 °K), τύπου LED
Να παρέχει εγγυημένο φωτισμό 500 Lux σε απόσταση 20 mm από το άκρο της λάμας και μετά από δεδομένο αριθμό κλιβανισμών, όπως προβλέπεται από το ISO 7376
Στην λαβή να είναι η δυνατή η προσαρμογή και άλλων τύπων λαμών (Miller, μεταβλητού άκρου, κλπ )
Η οπτική ίνα να είναι αποσπώμενη χωρίς την χρήση εργαλείων
Η βάση στην οποία τοποθετείται το λαμπάκι, να είναι μεταλλική
Επί της λαβής και επί των λαμών να είναι χαραγμένο το Lot Number ή το Serial No. για εύκολη ιχνηλασιμότητά τους
Να συνοδεύεται από ειδικό βαλιτσάκι αποθήκευσης και μεταφοράς μιας λαβής και πέντε (5) λαμών
Η λαβή και οι λάμες να κλιβανίζονται

2.11 Λαρυγγοσκόπιο, νεογνικό (ψυχρού φωτισμού) Τεμάχια 2 (δύο)
Να είναι κατασκευασμένο βάσει του προτύπου ISO 7376
Να αποτελείται από μία λαβή και τρεις ευθείες λάμες No 00, 0 και 1 τύπου Miller
Η λαβή και οι λάμες να είναι μεταλλικές
Η λαβή να είναι λεπτή, διαμέτρου 18 mm και να δέχεται απλές αλκαλικές μπαταρίες
Να διαθέτει πηγή λευκού φωτισμού (4600 - 5500 °K), τύπου LED
Να παρέχει εγγυημένο φωτισμό 500 Lux σε απόσταση 20 mm από το άκρο της λάμας και μετά από δεδομένο αριθμό κλιβανισμών, όπως προβλέπεται από το ISO 7376
Η οπτική ίνα να είναι αποσπώμενη χωρίς την χρήση εργαλείων
Η βάση στην οποία τοποθετείται το λαμπάκι, να είναι μεταλλική
Επί της λαβής και επί των λαμών να είναι χαραγμένο το Lot Number ή το Serial No. για εύκολη ιχνηλασιμότητά τους
Να συνοδεύεται από ειδικό βαλιτσάκι αποθήκευσης και μεταφοράς μιας λαβής και τουλάχιστον των τριών (3) λαμών
Η λαβή και οι λάμες να κλιβανίζονται

2.12 Συσκευή ανάνηψης-τεχνητού αερισμού ασθενούς με τα παρελκόμενά του. Τεμάχια 2 (δύο)
Να είναι πολλαπλών χρήσεων
Ο ασκός και οι μάσκες να μπορούν να κλιβανιστούν σε κλίβανο ατμού ή να αποστειρωθούν με αέριο
Να διαθέτει τρεις δεξαμενές ασκού με όγκους 200-350, 500-700 και τουλάχιστον 1300 ml κατάλληλες για όλες τις ηλικίες ασθενούς (νεογνά, παίδες και ενήλικες)
Να συνοδεύεται από έξι (6) μάσκες No 0, 1, 2, 3, 4 και 5, για όλο το ηλικιακό εύρος των ασθενών, των οποίων η περιοχή επαφής με τον ασθενή, να είναι κατασκευασμένο από μαλακή σιλικόνη, 100% latex-free προς αποφυγή διαρροών και να είναι διαφανείς
Να διαθέτει ενσωματωμένη ή δυνατότητα σύνδεσης με βαλβίδα PEEP
Να διαθέτει ειδική υποδοχή σύνδεσης με παροχή οξυγόνου
Να συνοδεύεται από θήκη με όλα τα εξαρτήματα, εύκολα μεταφερόμενη μέσω ιμάντα ανάρτησης και ιδιαίτερης αντοχής
Να συνοδεύεται από διαφανή αποθεματικό ασκό οξυγόνου και σωλήνα παροχής οξυγόνου με μήκος τουλάχιστον 1,5 m
Να προσκομιστεί αναλυτική λίστα ανταλλακτικών, προκειμένου σε περίπτωση βλάβης να είναι δυνατή η επισκευή της συσκευής και να μην επιβάλλεται η απόσυρσή της.

2.13 Φορητή Ηλεκτρική Αναρρόφηση Τεμάχια 2 (δύο) εγκατεστημένη με μηχανισμό εύκολης απόσπασης
Να είναι καινούργια και αμεταχείριστη. Να είναι στέρεα, ανθεκτική σε σκληρή χρήση και ειδικότερα να πληροί τις κάτωθι απαιτήσεις:
Υψηλή αντοχή σε κραδασμούς και κρούσεις (να δοθούν τα σχετικά στοιχεία)
Λειτουργία σε υγρασία έως 95% και θερμοκρασία 0 – 40 °C
Το βάρος της να μην υπερβαίνει τα 5.5 Kg μαζί με την μπαταρία.
Να είναι εργονομικής κατασκευής και φορητή με ενσωματωμένη επαναφορτιζόμενη μπαταρία. Η μπαταρία να επαναφορτίζεται από ρεύμα 220-240V/AC και 12-15V/DC (μέσω καλωδίου και μέσω επιτοίχιας βάσης φόρτισης-στήριξης του ίδιου κατασκευαστή) και η συσκευή να συνοδεύεται από τα απαραίτητα παρελκόμενα που εξασφαλίζουν την φόρτιση, καθώς και από την επιτοίχια βάση φόρτισης-στήριξης.
Να είναι απλή στον χειρισμό κατά την λειτουργία και η αποσυναρμολόγηση των επιμέρους παρελκόμενών της και η αφαίρεση της μπαταρίας να είναι εύκολη, χωρίς να απαιτείται η χρήση εργαλείων.

Η κατασκευή της να είναι τέτοια που να μην επιτρέπει την δημιουργία εστιών μόλυνσης. Ο καθαρισμός της να είναι εύκολος και τα εξαρτήματά της (φιάλη, σωλήνας αναρρόφησης, κλπ.) που έρχονται σε επαφή με τα διάφορα εκκρίματα των ασθενών, να αποστειρώνονται σε υγρό κλίβανο.
Να τοποθετείται και να λειτουργεί στο θάλαμο ασθενούς στην βάση φόρτισης στήριξης που να καθιστά εύκολη, στέρεα και ασφαλή την τοποθέτησή της.
Η αναρροφητική της ικανότητα να είναι τουλάχιστον 30 lit/min και το μέγιστο κενό που επιτυγχάνει η αντλία να είναι τουλάχιστον 75 Kpa.
Να έχει την δυνατότητα συνεχόμενης (όχι διαβαθμισμένης) ρύθμισης της αναρροφητικής ικανότητας χειροκίνητα και να φέρει μανόμετρο ένδειξης ή ψηφιακή ένδειξη της πίεσης αναρρόφησης.
Να διαθέτει άθραυστη φιάλη 1000 ml (1 lit), με ασφαλιστική δικλείδα, ενδείξεις και ειδικό φίλτρο προστασίας.
Να διαθέτει ένδειξη λειτουργίας και κλιμακωτή ένδειξη επιπέδου φόρτισης της μπαταρίας
Όταν γεμίζει η φιάλη εκκριμάτων, να διαθέτει σύστημα διακοπής αναρρόφησης. Να λειτουργεί και με σακούλες εκκριμάτων μιας χρήσεως
Η διάρκεια της πλήρους φόρτισης της μπαταρίας να είναι η ελάχιστη και ο χρόνος αυτονομίας της συσκευής με πλήρως φορτισμένη μπαταρία να είναι τουλάχιστον 60 min
Να διαθέτει φίλτρο αντιμικροβιακό και υγρασίας.
Να διαθέτει εύκαμπτο σωλήνα αναρρόφησης μήκους 1.5 m (±10%).
Οι απαραίτητες ρυθμίσεις να γίνονται εύκολα ακόμη και αν η συσκευή βρίσκεται αναρτημένη επί της βάσης φόρτισης
Να πληροί τα διεθή πρότυπα ασφαλείας EN 60601-1 & EN ISO 10079-1

2.14 Χειροκίνητη Αναρρόφηση τεμάχια 2 (δύο)
Να είναι κατασκευασμένη από PVC φιλικό προς τον ασθενή
Να είναι φορητή και να αποσυναρμολογείται εύκολα και χωρίς την χρήση εργαλείων, προκειμένου τα εξαρτήματά της να μπορούν να καθαριστούν, απολυμανθούν και αποστειρωθούν
Το βάρος της να μην υπερβαίνει τα 350 gr με το δοχείο εκκριμάτων άδειο, προκειμένου να είναι δυνατή η χρήση της με το ένα χέρι
Το κενό που επιτυγχάνει να είναι τουλάχιστον 550 mmHg και η μέγιστη ροή τουλάχιστον 20 lit/min
Να διαθέτει δοχείο συλλογής εκκριμάτων, χωρητικότητας τουλάχιστον 250 ml
Να συνοδεύεται από σωλήνα αναρρόφησης, αντιβακτηριδιακό φίλτρο και δοχείο συλλογής
Το ρύγχος αναρρόφησης να δύναται να περιστρέφεται κατά 100° τουλάχιστον, προς εξυπηρέτηση της αναρρόφησης

2.15 Λαρυγγικές Μάσκες σετ 2 (δύο)
Να είναι μιας χρήσεως και αποστειρωμένη
Να είναι κατασκευασμένη από ιατρικό PVC latex free, με γωνιώδη σωλήνα ανατομικού σχήματος για ευκολότερη τοποθέτηση
Να διαθέτει εργονομικά ελαστικό και μαλακό cuff διπλής φραγής με δυνατότητα διέλευσης Levin για εκκένωση στομάχου και δυνατότητα αερισμού με θετική πίεση μέχρι 37 cmH2O
Να διαθέτει ενσωματωμένο Bite Block, σωλήνα πλήρωσης του Cuff ανεξάρτητο του αεραγωγού και σύστημα σταθεροποίησης για να αποτρέπεται η μετατόπιση
Να διατίθεται σε ατομική συσκευασία και στα μεγέθη No. 1, 2, 3, 4 και 5
- Να φέρονται εντός θήκης ή κιτίου έτοιμα για άμεση χρήση και συνοδευόμενες από:

Μία σύριγγα 50 ml για φούσκωμα του cuff.
Λιπαντική ουσία.
Αυτοκόλλητες ταινίες.

Ένα ένθετο προστασίας έναντι πιθανού δαγκώματος (σύνθλιψης) του σωλήνα.

2.16 Τουρνικέ (ίσχαιμη περίδεση) τεμάχια 4 (τέσσερα)

Να είναι μικρού μεγέθους και βάρους και κατασκευασμένο από υλικό latex free και η εφαρμογή του να είναι εύκολη και γρήγορη (να αναφερθεί ο σχετικός χρόνος εφαρμογής με τον οποίο επιτυγχάνεται η πλήρη διακοπή ροής του αρτηριακού αίματος)

Η κατασκευή του να εξασφαλίζει την πρακτικότητα της χρήσης του και εφαρμόζεται σε άνω και κάτω άκρα με σκοπό την πλήρη διακοπή ροής του αρτηριακού αίματος, εφαρμόζοντας σύσφιξη

Η επιφάνεια εφαρμογής του, να έχει πλάτος κατάλληλο ώστε να μην τραυματίζονται οι ιστοί στην περιοχή του σώματος που εφαρμόζεται

Να διαθέτει μηχανισμό ασφάλισης της περίδεσης ο οποίος να επιτρέπει να ασκηθεί η επιθυμητή πίεση

Μέσω του μηχανισμού να επιτρέπεται ταχεία αποδέσμευση και επανεφαρμογή όταν απαιτείται στον ασθενή (να αναφερθεί ο σχετικός χρόνος)

Να φέρει επιφάνεια με κατάλληλη ένδειξη όπου να αναγράφεται η ώρα εφαρμογής

2.17 Πιεσόμετρο φορητό Τεμάχια 2 (δύο)

Η συσκευή να είναι καινούργια και αμεταχείριστη και κατάλληλη για την μέτρηση πίεσης του αίματος από την βραχιόνια αρτηρία

Να είναι εξ’ ολοκλήρου κατασκευασμένο από υλικό latex free, προς αποφυγή δερματικών ερεθισμών και αλλεργιών

Να διαθέτει αρίστης ποιότητας αεροθάλαμο και περιχειρίδα που ασφαλίζει με κλείστρο τύπου VELCRO

Η εξωτερική επένδυση της περιχειρίδας να φέρει εμφανείς ενδείξεις για την ορθή τοποθέτησή της στην αρτηρία

Να συνοδεύεται από τρεις (3) περιχειρίδες (παίδων, ενηλίκων και υπέρβαρων)

Το μανόμετρο να είναι στρογγυλό, με ευκρινείς αριθμούς, ακρίβειας ±3% από 0 – 300 mmHg

Να διαθέτει ικανού όγκου πουάρ που επιταχύνει την διαδικασία μέτρησης και ειδική βαλβίδα με την οποία επιτυγχάνουμε ακριβή ρύθμιση της διαφυγής του αέρα

2.18 Στηθοσκόπιο καρδιολογικό Τεμάχια 2 (δύο)

Να διαθέτει κώδωνα διπλής όψης. Η μεγάλη πλευρά να μπορεί να χρησιμοποιηθεί για ενήλικες ασθενείς, ενώ η μικρή πλευρά να είναι κατάλληλη για παιδιατρικούς ή λεπτούς ασθενείς.

Να διαθέτει μεμβράνη διπλών συχνοτήτων σε κάθε πλευρά του κώδωνα, που εναλλάσσεται ανάμεσα στους ήχους χαμηλών και υψηλών συχνοτήτων χωρίς να απαιτείται αναστροφή του κώδωνα.

Να έχει δυνατότητα μετατροπής της μικρής πλευράς σε παραδοσιακό κώδωνα, αφαιρώντας τη μεμβράνη και αντικαθιστώντας την με κατάλληλο ελαστικό δακτύλιο που θα παρέχεται στη συσκευασία.

Να είναι κατασκευασμένο από συμπαγή ανοξείδωτο χάλυβα

Να διαθέτει σωλήνα ακουστικών με διπλό αυλό

Να διαθέτει στεφάνη και μεμβράνη κώδωνα που δεν παγώνουν τον ασθενή

Να παρέχει υψηλή ακουστική απόδοση και εξαιρετική απλότητα χρήσης

Να προσφερθεί εγγύηση καλής λειτουργίας τουλάχιστον δύο (2) έτη.

2.19 Συσκευή Ταχείας Έκχυσης Υγρών τεμάχια 2 (δύο)

- Να δέχεται πλαστικό σάκο υγρών 1 lt (από τις συνήθεις συσκευασίες που διατίθενται στην Ελληνική αγορά).

- Να διαθέτει αεροθάλαμο ο οποίος θα πληρούται με απλό και εύκολο μηχανισμό (π.χ. πουάρ πιεσόμετρου).
- Να διαθέτει μανόμετρο για τον έλεγχο της ασκούμενης πίεσης στον αεροθάλαμο
- Να καθαρίζεται και να αποθηκεύεται εύκολα.
- Η μια του επιφάνεια να είναι από διαφανές ανθεκτικό υλικό για τον άμεσο έλεγχο της ποσότητας του υγρού που περιέχει ο σάκος.
- Να αναρτάται εύκολα από τους μηχανισμούς ανάρτησης ορών του ασθενοφόρου.

2.20 Σακχαρόμετρο

Ο απαιτούμενος όγκος δείγματος αίματος πρέπει να είναι μικρότερος από 2 μlit

Ο χρόνος επεξεργασίας του δείγματος και εμφάνισης του αποτελέσματος της μέτρησης, πρέπει να είναι μικρότερος από 10 sec

Το εύρος των μετρήσεων πρέπει να είναι 20 – 600 mg/dL ή μεγαλύτερο

Τα αντιδραστήρια (οι ταινίες) πρέπει να επιτρέπουν μετρήσεις με τριχοειδικό, φλεβικό και αρτηριακό ολικό αίμα

Η ημερομηνία λήξεως των ταινιών θα πρέπει να είναι αυτή που αναγράφεται στη συσκευασία ακόμα και μετά το άνοιγμά της.

Ο μετρητής δεν πρέπει να επιτρέπει την διενέργεια μέτρησης σακχάρου στο αίμα, με ληγμένες ταινίες μέτρησης προς αποφυγή εσφαλμένων αποτελεσμάτων

Το σύστημα μέτρησης πρέπει να ανιχνεύει αυτόματα την επάρκεια δείγματος του αίματος και να επιβεβαιώνει αυτήν τόσο με μήνυμα επί της οθόνης, όσο και με ηχητικό σήμα

Το σύστημα μέτρησης πρέπει να υποστηρίζει τη δυνατότητα συμπλήρωσης δείγματος αίματος (re-dosing) προς αποφυγή άσκοπης σπατάλης αναλώσιμων ταινιών

Το εύρος αιματοκρίτη στο οποίο ο μετρητής πρέπει να μπορεί να δώσει αξιόπιστα αποτελέσματα, να είναι τουλάχιστον 20 – 70%

Το σύστημα μέτρησης να συνοδεύεται από σκαρφιστήρες μιας χρήσεως, διαμετρήματος αιχμής 23 G ή καλύτερου, με αυτόματο μηχανισμό εκτίναξης – επιστροφής της αιχμής, που κρατούν την αιχμή ασφαλισμένη στο εσωτερικό τους ακόμα και μετά τη χρήση τους για ασφάλεια & υγιεινή

Να πληροί τις απαιτήσεις του προτύπου ISO 15197

Να συνοδεύεται από ταινίες μέτρησης σε συσκευασία των πενήντα (50) τεμαχίων καθώς και από ισάριθμες σκαρφιστήρες

2.21 Σετ Επείγουσας Κρικοθυρεοειδοτομής μιας χρήσης αποστειρωμένο

2.22 Συλλογές χειρουργικών εργαλείων.

Σετ επείγουσας τραχειοστομίας ή για αποκάλυψη φλεβός, τεμάχια 2 (δύο).

Έκαστο περιέχει:

| | | | |
|---|---|---|---|
| α. | Βελονοκάτοχο (κοντό) δέρματος | τεμ. | 1 |
| β- | Λαβίδα ανατομική | τεμ. | 1 |
| γ- | Λαβίδα χειρουργική | τεμ. | 1 |
| δ. | Λαβίδα τύπου Pean κυρτές | τεμ. | 2 |
| ε. | Λαβίδα τύπου Pean ευθείες | τεμ. | 2 |
| στ. | Λαβίδα μονοδοντωτή Kocher | τεμ. | 2 |
| ζ- | Λαβίδα Mosquitos κυρτή | τεμ. | 2 |
| η· | Λαβίδα Mosquitos ευθεία | τεμ. | 2 |
| θ. | Ψαλίδι χειρουργικό κυρτό | τεμ. | 1 |
| ι. | Αυτόματος μικρός διαστολέας με οξέα άκρα | τεμ. | 1 |

Τα ανωτέρω είδη θα περιέχονται σε μεταλλικό ανοξείδωτο κουτί, κατάλληλο για αποστείρωση δια ατμού

2.23 Παροχές Οξυγόνου

2.23.1. Σταθερή παροχή Οξυγόνου

Φιάλη ή φιάλες οξυγόνου αεροπορικού τύπου με δυνατότητα επαναπλήρωσης του οξυγόνου χωρίς να πρέπει να αλλαχθεί/ούν ή να μετακινηθεί/ούν. Η επιλογή της τοποθέτησης – αποθήκευσης (κατακόρυφη ή οριζόντια) και της ασφαλούς συγκράτησης επαφίεται στην επινοητικότητα του διασκευαστή με κριτήριο την αποφυγή της ελάττωσης του ωφέλιμου χώρου και της λειτουργικότητας του θαλάμου του ασθενούς. Η συγκράτησή τους να επιτυγχάνεται με ειδικό μηχανισμό ασφαλείας (αποκλείονται υφασμάτινοι ή ελαστικοί ιμάντες), εύχρηστο και προσιτό στο πλήρωμα και κατά τρόπο που να μην επιτρέπεται η απόσπασή τους από την επιφάνεια στήριξης σε περίπτωση αναταράξεων. Να επιτυγχάνεται η ασφάλεια στην πρόσκρουση επ’ αυτών και των εξαρτημάτων τους (μανόμετρα, κλπ.) του πληρώματος και των ασθενών, καθώς και η ασφάλεια των κλείστρων τους. Εάν υπάρχουν θύρες που καλύπτουν τον χώρους τοποθέτησης των φιαλών οξυγόνου, θα πρέπει το άνοιγμα των θυρών αυτών να είναι απολύτως απρόσκοπτο και να μην εμποδίζεται από άλλο εξοπλισμό που θα πρέπει να αφαιρεθεί ή μετακινηθεί. Ακόμη, θα πρέπει στο σημείο που βρίσκονται οι ενδείξεις των μανομέτρων των φιαλών, οι θύρες να έχουν διάφανο τμήμα, ώστε να μην εμποδίζεται η ανάγνωσή τους.

Το οξυγόνο από τις φιάλες θα καταλήγει, με σύστημα σωληνώσεων μεταφοράς που θα πρέπει να διασφαλίζει τη μη διαρροή οξυγόνου, σε πίνακα (πάνελ) μέσω μανοεκτονωτή τριών (3) atm και δείκτη πίεσης.
Το όλο σύστημα να διαθέτει συναγερμό (με ηχητικό και οπτικό σήμα) διαβάζοντας τις πληροφορίες από δύο (2) αισθητήρες σε περίπτωση που το περιεχόμενο σε οξυγόνο καθώς και η πίεση παροχής μετά το μανομειωτήρα και πριν τον ασθενή είναι άνω/κάτω από τα προκαθορισμένα όρια (alarm max/min). Επιθυμητή είναι η δυνατότητα ρύθμισης των ορίων του συναγερμού.
Το όλο σύστημα θα συνοδεύεται από δύο (2) συσκευές οξυγονοθεραπείας, οι οποίες θα προσαρμόζονται με ταχυσύνδεσμο τριών σημείων (Bayonett), θα διαθέτουν ροόμετρο 0 – 15 lt / min και ειδική υποδοχή για την προσαρμογή ελαστικού εύκαμπτου σωλήνα για χορήγηση οξυγόνου με μάσκα ή συσκευή τεχνητού αερισμού (AMBU).

2.23.2 Φορητή παροχή Οξυγόνου

Να προσφερθούν δύο (2) πρόσθετες φορητές φιάλες οξυγόνου χωρητικότητας 400 lt (2 lt X 200 atm), αποθηκευμένες σε κατάλληλα διαμορφωμένη θέση στήριξης στο θάλαμο ασθενούς. Οι φορητές φιάλες να διαθέτουν μανοεκτονωτή και ενσωματωμένο κυκλικό ροόμετρο και να μεταφέρονται σε ειδική θήκη από αδιάβροχο ύφασμα πολυαμιδίου με δυνατότητα ανάρτησης από τον ώμο. Να φέρουν κλείστρο γαλλικού τύπου με στόμιο πλήρωσης (θηλυκό, δεξιόστροφο, διαμέτρου 22,91 mm και βήματος 1,814 mm). Να διαθέτει προστατευτικό κάλυμμα του κλείστρου-ροόμετρου έναντι των πτώσεων. Το κάλυμμα να φέρει χειρολαβή για την μεταφορά της φιάλης.

Σημ.: Γενικά οτιδήποτε αφορά στον εξοπλισμό παροχής οξυγόνου θα πρέπει να εναρμονίζεται στις σχετικές Ευρωπαϊκές Οδηγίες, και σύμφωνα με την Ελληνική Νομοθεσία.

Ο ιατροφαρμακευτικός εξοπλισμός να είναι γρήγορα αποσπώμενος και να δύναται να μεταφερθεί ευχερώς, εκτός του αεροπλάνου, διατηρώντας τη λειτουργική αυτονομία του, ώστε να εξασφαλίζεται η δυνατότητα προχωρημένης υποστήριξης αντιμετώπισης βαρέως πασχόντων, τόσο στον τόπο που βρίσκεται ο βαρέως πάσχων (τόπος συμβάντος, τόπος παραλαβής, κέντρα υγείας κ.λ.π.), όσο και κατά τη διακομιδή του στο αεροσκάφος.

3. Γενικοί Όροι Ιατροτεχνικού Εξοπλισμού:

1. Οι προμηθευτές οφείλουν να καταθέσουν θεωρημένα αντίγραφα των κατωτέρω πιστοποιητικών, τα οποία να συνοδεύονται από επίσημη μετάφραση, εάν δεν υποβάλλονται στην ελληνική ή αγγλική γλώσσα.

1.1 Πιστοποιητικό ISO 9001 ή/και 13485 πρέπει να διαθέτουν:
α) Οι οίκοι κατασκευής του Ιατροτεχνολογικού εξοπλισμού, με αντικείμενο πιστοποίησης την κατασκευή

1.2 Πιστοποιητικό ISO 13485, με πεδίο πιστοποίησης την τεχνική υποστήριξη, πρέπει να διαθέτουν οι οίκοι κατασκευής του Ιατροτεχνολογικού εξοπλισμού, για:
Απινιδωτή / Μόνιτορ
Φορητό αναπνευστήρα
Φορητή Ηλεκτρική Αναρρόφηση
Παλμικό Οξύμετρο και καπνογράφος

1.3 Ο ιατροτεχνολογικός εξοπλισμός να διαθέτει σήμανση CE

2. Ο προμηθευτής υποχρεούται να παρέχει εγγύηση καλής λειτουργίας για χρονικό διάστημα τουλάχιστον δύο (2) ετών που αφορά το σύνολο του ιατροτεχνολογικού εξοπλισμού. Έτσι, ο προμηθευτής οφείλει με δική του μέριμνα και δαπάνη να προβεί στη ρύθμιση, επισκευή ή αντικατάσταση εξαρτήματος ή συσκευής λόγω κατασκευαστικής ατέλειας.

Να συνοδεύεται από αντίστοιχη έγγραφη πρωτότυπη βεβαίωση του κατασκευαστικού οίκου (μεταφρασμένη επισήμως στην ελληνική, εάν πρόκειται για οίκο του εξωτερικού). Εναλλακτικά, η παραπάνω βεβαίωση μπορεί να δοθεί και από τον εξουσιοδοτημένο Διανομέα του Οίκου στην Ελλάδα.

3. Ο προμηθευτής, να καταθέσει δήλωση ότι θα εξασφαλίσει στο σύνολο των υπό προμήθεια μέσων διακομιδής για μία 10ετία τουλάχιστον, για τα κάτωθι:
α) ανταλλακτικά για τον βασικό (σταθερό) εξοπλισμό και τον μεταφερόμενο ή αποσπώμενο (ιατροτεχνολογικό) εξοπλισμό.
β) τεχνική και επισκευαστική υποστήριξη για τα ανωτέρω υπό τα στοιχεία α, υπό προμήθεια είδη και υπηρεσίες στην Ελλάδα, που ειδικά για τον ιατροτεχνολογικό εξοπλισμό θα αποδεικνύεται με την κατάθεση των πιστοποιητικών εκπαίδευσης του τεχνικού προσωπικού, από τον κατασκευαστικό οίκο, στα προσφερόμενα μοντέλα και τύπους του εξοπλισμού.
4. Εφ’ όσον οποιαδήποτε από τις ανωτέρω απαιτήσεις δεν πρόκειται να ικανοποιηθεί υπό του ίδιου του προμηθευτή, αυτός οφείλει να καταθέσει αντίγραφο σύμβασης που έχει συνάψει μετά τρίτων, του προμηθευτή ευθυνόμενου σε κάθε περίπτωση εις ολόκληρον έναντι της αναθέτουσας αρχής, οι οποίοι θα είναι εξουσιοδοτημένοι και υπόχρεοι για την

συντήρηση, την επισκευή και την προμήθεια των αναγκαιούντων ανταλλακτικών για τον ιατροτεχνολογικό εξοπλισμό
Ειδικά για τον εξοπλισμό:
Απινιδωτή / Μόνιτορ
Φορητό αναπνευστήρα
Φορητή Ηλεκτρική Αναρρόφηση
Παλμικό Οξύμετρο και καπνογράφος

απαιτείται και η ύπαρξη πιστοποίησης των τρίτων, που θα αποτελούν εξουσιοδοτημένους συντηρητές στην Ελλάδα, κατά ISO 13485 με πεδίο πιστοποίησης την τεχνική υποστήριξη

4. Ο προμηθευτής να υποβάλει λεπτομερείς τρέχοντες τιμοκαταλόγους ανταλλακτικών του ιατροτεχνολογικού εξοπλισμού.

Ειδικά για τον Ιατροτεχνολογικό Εξοπλισμό, ήτοι για:
Απινιδωτή / Μόνιτορ
Φορητό αναπνευστήρα
Φορητή Ηλεκτρική Αναρρόφηση
Παλμικό Οξύμετρο και καπνογράφος

Ο προμηθευτής να διαθέτει διακριβωμένα όργανα για τον έλεγχο/συντήρηση/επισκευή του ιατροτεχνολογικού εξοπλισμού που προσφέρεται. Να κατατεθούν κατάλογος οργάνων για όλους τους απαραίτητους ελέγχους, όπως προκύπτουν από το εγχειρίδιο του κατασκευαστή και πρόσφατα πιστοποιητικά διακρίβωσής τους. Εφ’ όσον η ανωτέρω απαίτηση δεν πρόκειται να ικανοποιηθεί υπό του ίδιου του προμηθευτή, με αυτός οφείλει να καταθέσει αντίγραφο σύμβασης που έχει συνάψει μετά τρίτων, του προμηθευτή ευθυνόμενου σε κάθε περίπτωση εις ολόκληρον έναντι της αναθέτουσας αρχής, οι οποίοι θα είναι εξουσιοδοτημένοι και υπόχρεοι για την ικανοποίησή της.
4.2 Ένα εγχειρίδιο συντήρησης επισκευών.
4.3 Κατάλογο ανταλλακτικών σε Ελληνική και Αγγλική γλώσσα.
5. Η προμηθεύτρια εταιρία υποχρεούται με δική της δαπάνη, όπως εξασφαλίσει την εκπαίδευση ικανού αριθμού Τεχνικού Προσωπικού της Υπηρεσίας για προωθημένη συντήρηση (3ου βαθμού) στα θέματα:
α) Ιατρικά μηχανήματα

Η εκπαίδευση αυτή να διαρκεί κατ’ ελάχιστο δύο (2) ημέρες και να περιλαμβάνει οπωσδήποτε και εργαστηριακό μέρος με εξομοίωση πραγματικών συνθηκών. Στον κάθε ένα εκπαιδευόμενο να δοθεί το απαραίτητο ενημερωτικό υλικό και υλικό παραπομπής.

6. Ο προμηθευτής με την παράδοση των Α/Π υποχρεούται να παραδώσει:
Τεχνικά (service) και λειτουργικά (operator’s) εγχειρίδια για το σύνολο του ιατροτεχνολογικού εξοπλισμού, ένα σετ ανά συσκευή

Αθήνα, Ιανουάριος 2018

2. ΕΠΙΧΕΙΡΗΣΙΑΚΟ ΣΧΕΔΙΟ
Η πολιτική δράσης του ΕΚΑΒ μετά την πρωτοβουλία σας για την ενίσχυση της δυναμικότητας και αποτελεσματικότητας των αεροδιακομιδών του ΕΚΑΒ είναι:

Κατά τη διάρκεια της συζήτησης του ανωτέρω θέματος ο κ. Σ. Παπανικολάου διατύπωσε την άποψη ότι μειοψηφεί για την έγκριση των τεχνικών προδιαγραφών λόγω του ότι: Είναι γεγονός ότι η πρόταση προσφοράς από το Ι.Σ.Ν. είναι και σημαντική και εξέχουσα και πολύ σημαντική και για το ΕΚΑΒ και για τη χώρα. Όμως οι προδιαγραφές είναι προβληματικές και σεβόμενος τον εαυτό μου, την ιδιότητα μου, την εμπειρία μου τους συναδέλφους που θα τα κάνουν χρήση στο μέλλον, δεν μπορώ να τοποθετηθώ θετικά γι’ αυτές. Επίσης δεν είναι δυνατόν ο σχολιασμός και η τοποθέτηση εφ’ όλης της ύλης γιατί δεν είναι επαρκής ούτε ο χρόνος ούτε και η αρμοδιότητά μου.
Το Δ.Σ. αφού έλαβε υπόψη του την εισήγηση της υπηρεσία και τα προεκτεθέντα, μετά από διαλογική συζήτηση

**ΚΑΤΑ ΠΛΕΙΟΨΗΦΙΑ**

Των κ.κ. Π. Τζανετή Προέδρου Δ.Σ., Μ. Μυλωνά, Β. Νιάκα Αντιπροέδρων Δ.Σ., Κ. Φράγκου τακτικού μέλους Δ.Σ. και Γ. Κοντού αναπληρωματικού μέλους Δ.Σ.
Μειοψηφούντος του κ. Σ. Παπανικολάου σύμφωνα με τους προαναφερθέντες λόγους

**ΑΠΟΦΑΣΙΖΕΙ**

Την έγκριση των συνημμένων τεχνικών προδιαγραφω'ν για την προμήθεια Αεροπλάνου (Αεροπλάνων) για την Διακομιδή Βαρέως Πασχόντων Ασθενών

**ΟΜΟΦΩΝΑ ΑΠΟΦΑΣΙΖΕΙ**

Την έγκριση για το συνημμένο μνημόνιο συνεργασίας μεταξύ των Υπουργείων Εθνικής Άμυνας, Υγείας, Υποδομών και Μεταφορών για την υποστήριξη των Εθνικών Αεροδιακομιδών και την παροχή εξουσιοδότησης στον Πρόεδρο ΔΣ για την συνυπογραφή του ανωτέρω μνημονίου συνεργασίας.

Η ΓΡΑΜΜΑΤΕΑΣ ΤΟΥ Δ.Σ

ΑΜΑΛΙΑ ΑΝΤΩΝΑΚΗ

Ο ΠΡΟΕΔΡΟΣ ΤΟΥ Δ.Σ.

ΠΑΝΑΓΙΩΤΗΣ ΤΖΑΝΕΤΗΣ

# CONTRACT

# BETWEEN

# HELLENIC MINISTRY OF HEALTH

# AND

# LEONARDO S.P.A.

# AND AS THIRD PARTY

# STAVROS S. NIARCHOS FOUNDATION FOR CHARITY

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# CONTRACT

By and between:

**Leonardo S.p.a.**, an Italian company having its registered office at Piazza Monte Grappa 4 - 00195 Rome, Italy, issued and paid in share capital of Euro 2.543.861.738,00, registered with the Companies' Registrar of Rome, Italy, at No. 00401990585, VAT Identification Number (IT) 00881841001, acting through its division Leonardo Helicopters having its head office at Via G. Agusta, 520, 21017 Cascina Costa di Samarate (VA), Italy (hereinafter referred to as **"SELLER"**),

and

**HELLENIC MINISTRY OF HEALTH**, Republic of Greece, having the Head Office in Athens, Street Aristotelous 17-19, PC: 10433 and VAT Identification Number 099017070 (GR), legally represented for the signature of this agreement by the Minister of Health, Mr. Vassilis Kikilias, (hereinafter referred to as "**BUYER**"),

collectively referred to as "Parties",

and

**as, third party, STAVROS S. NIARCHOS FOUNDATION FOR CHARITY**, a Company registered in Hamilton, Bermuda, legally represented for the execution of this contract by Ms. Lambropoulou Christina, Mr. Agouridis Giorgos and Mr. Giannis Zervakis, (hereinafter referred to as "**DONOR**"),

Whereas:

A. The BUYER is willing to purchase and the SELLER is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

B. The DONOR is one of the world's leading private, international philanthropic organizations, making grants to nonprofit organizations in the areas of arts and culture, education, health and sports, and social welfare.
On 21 September 2018, by way of the first Article of Law 4564/2018 (A 170) (hereinafter the "Law") the Donor and the Greek State, signed a frame donation agreement (hereinafter the "Donation Agreement") which regulates the contractual framework, general terms and

conditions for a series of grants by the DONOR' for the support and upgrading of infrastructures in the Greek Health sector.
In implementation of the terms of the Donation Agreement, a respective Grant Contract - Project V dated 3 June 2019 was also ratified by L. 4618/2019 for the procurement of aircrafts (hereinafter "the aircrafts"), to serve the needs of the Greek Ministry of Health and the National Center for Emergency Care "EKAB".
Under this CONTRACT the DONOR acts solely for the purpose of financing the purchase by the BUYER of the Supplies as per Art 1 below and, therefore, the payment due by the BUYER for the price of the Supplies pursuant to this Contract will be made by the DONOR for and to the benefit of the BUYER and in the name and on behalf of the BUYER. Any additional fees or other charges including VAT (if any) will be paid directly by the Buyer.

C. EKAB is a public legal entity directly under the Ministry of Health and along with the Hellenic Airforce ("HAF") will perform the medical side of the MEDEVAC operation by providing medical personnel and equipment.

Now therefore the Parties agree as follows:

**1. SUPPLIES**

BUYER agrees to buy. and SELLER agrees to sell the following products and services (hereinafter referred to as "**SUPPLIES**"):

- Quantity 2 helicopters model AW109 TREKKER respectively:
    - helicopter S/N 22701 in the configuration as specified in Enclosure 1.A -Helicopter n. 1 Configuration (hereinafter referred to as the "**HELICOPTER N.1**"); and
    - helicopter S/N 22704 in the configuration as specified in Enclosure 1.B - Helicopter n. 2 Configuration (hereinafter referred to as the "**HELICOPTER N.2**").

The HELICOPTER N. 1 and HELICOPTER N. 2 are hereinafter collectively referred to as the "**HELICOPTERS**".

- TRAINING as per Enclosure 2.
- TECHNICAL PUBLICATIONS as per Enclosure 3.
- WARRANTY as per Enclosure 4.

**2. PRICE**

The total CONTRACT price corresponding to the price of the SUPPLIES as per Article 1. € 10.000.000 (EURO Ten Million.00) as follows:

| | |
|---|---|
| - HELICOPTER N.1 | € 5.000.000 (Euro Five Million.00) as detailed in Enclosure 1.A |
| - HELICOPTER N.2 | € 5.000.000 (Euro Five Million.00) as detailed in Enclosure 1.B |
| - TRAINING | No additional charge |
| - TECHNICAL PUBLICATIONS | No additional charge |
| - DELIVERY TO BUYER IN GREECE | No additional charge |

## 3. PAYMENT

3.1 Payment of the total CONTRACT price shall be made through direct bank transfer to the bank account designated by the SELLER (Deutsche Bank located in Via A. Volta, 1 21013 GALLARATE (VA) ITALY, IBAN CODE: IT 10 Y 03104 50240 000000820082, SWIFT/BIC CODE: DEUT IT MM, Account n. 000000820082 of Leonardo S.p.a.) against SELLER's commercial invoices, by instalments, as follows:

a) Advance Payment of 5.000.000 Euro (Five Million Euro) + VAT if applicable shall be made within 5 days from the receipt of the Advance Payment Guarantee described below as follows:

a.1) 2.500.000 Euro (Two Million five Hundred Thousand Euro) +VAT if applicable relevant to HELICOPTER N.1;

a.2) 2.500.000 Euro (Two Million five Hundred Thousand Euro +VAT if applicable relevant to HELICOPTER N.2;

As security for the Advance Payment as per art. 3.1a), the SELLER hereby undertakes to cause its bank to deliver in favour of the DONOR, within 10 (ten) working days from the date of this CONTRACT, an advance payment bank guarantee in the form attached in Enclosure 6 "Form of Advance Payment Bank Guarantee" hereto with a guaranteed amount of € 5.000.000,00 (Euro five million/00) (hereinafter referred to as the "Advance Payment Bank Guarantee"). The following will apply to the Advance Payment Bank Guarantee:

(i) The Advance Payment Bank Guarantee will be on demand and will remain in full force and effect until the signature of the acceptance certificate of the HELICOPTERS (expiry event) but, in any case, the Advance Payment Bank Guarantee shall expire on 31 December 2021 (the "Expiry Date") even if the original document is not returned to the Bank, and shall then be null and void. If the acceptance certificates of the HELICOPTERS are not signed fifteen (15) business days before the Expiry Date then the SELLER will timely and no later than ten (10) business days before the Expiry Date, submit to DONOR an extended Advance Payment Bank Guarantee, otherwise DONOR will be entitled to call the Advance Payment Bank Guarantee and retain the proceeds in escrow as security for the Advance Payment.

(ii) The Advance Payment Bank Guarantee shall enter into force subject to and upon receipt by SELLER of the amount of €5.000.000,00 (Euro five million/00) corresponding to the Advance Payment due pursuant to Article 3.1 (a).

(iii) Parties acknowledge that the Advance Payment will be paid to SELLER by DONOR for and to the benefit of the BUYER, in the name and on behalf of the BUYER, and in implementation of the terms of the Grant Contract - Project V dated 3 June 2019 and therefore DONOR shall be entitled to receive any return of the Advance Payment in accordance with the terms of this CONTRACT. The BUYER hereby authorises the SELLER and the SELLER accepts to issue the Advance Payment Bank Guarantee in favour of the DONOR as sole beneficiary of any returned amount of Advance Payment. Therefore the BUYER and the DONOR hereby agree that upon any return of the Advance Payment made by the SELLER to the DONOR, either directly or by means of the Bank Guarantee, the SELLER shall be fully released and discharged of its obligation to return the Advance Payment pursuant to this CONTRACT.

(iv) The amount of the Advance Payment Bank Guarantee will be automatically reduced by the value of the Advance Payment related to each HELICOPTER upon receipt by the issuing Bank of copies of the commercial invoice and of the acceptance certificate for the relevant HELICOPTER signed by the BUYER, and stating the amount of the reduction, which the Bank shall be entitled to accept as conclusive evidence that the acceptance of the HELICOPTER(S) has been completed. Upon signature by the BUYER of the acceptance certificate for both the HELICOPTERS the Advance Payment Bank Guarantee shall be returned to the Bank.

(v) the DONOR is entitled to call in the Advance Payment Bank Guarantee when SELLER is obliged to repay the Advance Payment (or parts thereof) pursuant to this CONTRACT terms and conditions and SELLER does not effect and prove such repayment within 15 (fifteen) business days after SELLER having been requested in writing to repay the Advance Payment (or parts thereof) .

(vi) All banking costs associated to the Advance Payment Bank Guarantee issue as per Enclosure 6, shall be at the SELLER’s responsibility.

b) Balance payment, shall be made as follows:

b.1) balance payment of 2.500.000 Euro (Two Million five Hundred Thousand Euro) +VAT if applicable shall be made upon acceptance of the HELICOPTER N.1 in accordance with Article 4 of the Contract Terms hereto and with Article 1 of the General Terms hereto.

b.2) balance payment of 2.500.000 Euro (Two Million five Hundred Thousand Euro) + VAT if applicable shall be made upon acceptance of the HELICOPTER N.2 in accordance with Article 4 of the Contract Terms hereto and with Article 1 of the General Terms hereto.

All the above payments relevant to this CONTRACT due by the BUYER to the SELLER shall be made by the DONOR for and to the benefit of the BUYER, in the name and on behalf of the BUYER, in implementation of the terms of the Grant Contract – Project V dated 3 June 2019. All banking costs relevant to the DONOR's bank and expenses related to the payments under 3.1 above shall be at DONOR's charge.
The Parties and the DONOR hereby agree that any amounts due to be returned by SELLER to BUYER under this CONTRACT will be payable directly to DONOR and for this purpose BUYER hereby irrevocably authorises the SELLER, and SELLER accepts, to make payment of any amounts due to be returned under this CONTRACT to DONOR only. Payment will be made by wire transfer to DONOR's designated bank account that will be notified to SELLER in writing and upon such payment the SELLER shall be fully released and discharged of its obligation relating to the repayment of the returned amounts under this CONTRACT.

3.2 SELLER shall issue to the BUYER the invoices under this CONTRACT in accordance with the following:

- The invoices relevant to the Advance Payments due pursuant to above art. 3.1a) a.1) and art. 3.1a) a.2) upon signature of this CONTRACT and submission of the Advance Payment Bank Guarantee to the DONOR; and

- The invoices relevant to the balance payments due pursuant to above art. 3.1b) b.1) and 3.1b) b.2) upon acceptance of the HELICOPTERS by the BUYER in accordance with Article 4 of the Contract Terms hereto and with Article 1 of the General Terms hereto.

## 4. ACCEPTANCE

4.1 The HELICOPTER N.1, equipped as provided in Enclosure 1.A shall be scheduled for acceptance at SELLER's factory in Italy within 7 (seven) months from the CONTRACT Effective Date as defined at Article 13 of the General Terms hereto.

The HELICOPTER N.2, equipped as provided in Enclosure 1.B shall be scheduled for acceptance at SELLER's factory in Italy within 8 (eight) months from the CONTRACT Effective Date as defined at Article 13 of the General Terms hereto.

4.2 TRAINING shall be provided as per Enclosure 2- TRAINING.

4.3 TECHNICAL PUBLICATIONS shall be delivered together with the HELICOPTER, as per Enclosure 3- TECHNICAL PUBLICATIONS.

4.4 WARRANTY shall be provided as per Enclosure 4- WARRANTY.

## 5. SPECIAL CONDITIONS

The Parties agree to the following special conditions:

5.1 The BUYER acknowledges that might be installed on the HELICOPTERS parts with a limited number of hours accumulated during the manufacturing process before the issue of the EASA Form 52 or of the Airworthiness Certificate for Export. At the date of signature of this CONTRACT:

- The HELICOPTER N.1 and all its parts/components have accumulated around 11.00 flight hours.
- The HELICOPTER N.2 and all its parts/components have accumulated around 10.00 flight hours.

5.2 In order to proceed with the relevant verification and production flights before the acceptance of HELICOPTERS as defined in article 4.1, the BUYER and SELLER agree that the HELICOPTERS and all its parts/components may have accumulated no more than 20 (twenty) flight hours. The BUYER and SELLER agree that any component subject to life limit retirement having a remaining life of less than 80% of its life limit shall be replaced before the acceptance date.

5.3 Following the acceptance at SELLER’s factory in Italy in accordance with Article 4.1 of the Contract Terms and in accordance with Article 1 of the General Terms, provided that all the payments due to the SELLER under this CONTRACT have been received by the SELLER in accordance with Article 3 above, the HELICOPTERS shall be transported and delivered by the SELLER with SELLER’s Pilot in Command (PIC) via ferry flight to BUYER’s base in Greece (the “**Delivery Ferry Flight**”). The BUYER shall notify in writing to the SELLER the address of the BUYER’s base in Greece (the “**Delivery Location**”) within 1 (one) month from the Contract Effective Date “CED”. BUYER representatives or EKAB/HAF personnel to be appointed by the BUYER to act as BUYER representatives shall have the right to be on board during the ferry flight after acceptance, in accordance with SELLER PIC indications. Subject to the receipt by the SELLER of the payments due as per Article 3 above, following the delivery of the HELICOPTERS at the Delivery Location, title to the HELICOPTERS shall be transferred to and vest in BUYER in accordance with Article 1.4 of the General Terms. BUYER shall be responsible for the importation of the HELICOPTERS in Greece and any and all custom duties taxes, liens, fees, cost and expenses of any kind related to the importation of the HELICOPTERS shall be at BUYER’s sole liability, cost and care.

If, during the Delivery Flight prior to the arrival at the Delivery Location, any of the HELICOPTERS suffers a Total Loss (as hereinafter defined), SELLER shall, as soon as reasonably practicable after it has become aware of such event, notify BUYER in writing thereof and, with effect from the date of such event, SELLER 's obligation to sell and BUYER' s obligation to purchase the HELICOPTER affected by the Total Loss shall terminate and, to

the extent permitted by the applicable law, SELLER sole liability shall be to refund each amount received under this CONTRACT for the HELICOPTER affected by the Total Loss. Following such termination for Total Loss, no Party shall have any further obligation or liability under this CONTRACT with respect to the sale and purchase of the HELICOPTER affected by the Total Loss, while all the rights and obligations relevant to the sale and purchase of the other HELICOPTER shall remain in full force and effect.

In this Article 5.3, "Total Loss" means the HELICOPTER being destroyed or damaged beyond economic repair, being understood between the Parties that "damaged beyond economic repair" shall mean any damage to the HELICOPTER whose repairing will cost to the SELLER more than 50% of the HELICOPTER CONTRACT price.
In case of damages whose repair activity will imply cost below the 50% of the HELICOPTER CONTRACT price, then Art. 1.2 of General Terms hereto shall apply.

5.4 The BUYER and SELLER hereby acknowledge and agree that the HELICOPTERS configuration as listed in Enclosure 1 does comply with the BUYER's operational and technical requirements, Compliance Matrix.

5.5 The Parties agree that all training package as per Enclosure 2 has to be completed within the acceptance date of HELICOPTER N. 1.

5.6 The SELLER shall provide the BUYER with the evidence of the AMS HEMS HELICOPTERS' cabin interior STC certification and a copy of the relevant documentation once the STC approval has been achieved and in any case before the acceptance of HELICOPTER N.1

## 6. COUNTRY OF DESTINATION AND EXPORT CERTIFICATE

6.1 BUYER declares and SELLER acknowledges that the HELICOPTER shall be exported to and registered in Greece as its country of destination.

6.2 If required by the relevant export regulations the BUYER, in cooperation with the EKAB and HAF, within 30 (thirty) days from the signature of this CONTRACT, shall sign and provide for signature by all applicable parties involved in the transaction, all certificate(s) possibly required by competent authorities to consent the export from the origin countries of export controlled goods and/or equipment included in Enclosure 1- Helicopter Configuration. SELLER shall provide to BUYER all necessary instructions and clarifications for the preparation of the certificate(s), including data and information to be included therein, for the purpose of the export procedures with the competent authorities. The BUYER acknowledges that SELLER shall act with all the competent authorities and shall pursue licence/authorization applications and otherwise as required according to and in full reliance upon BUYER's declarations released with the above certificate(s). The BUYER shall be solely responsible for any consequences deriving from incorrect or omitted data provided in the above certificates. Subject to the form of such certificate(s) having been provided in a

timely manner by the SELLER, any delay in returning any properly completed certificate shall result in:

a) a corresponding postponement of the acceptance date(s), but

b) should the delay exceed 60 (sixty) days, it will constitute material breach of BUYER's obligations and entitle the SELLER to terminate and/or withdraw from this CONTRACT. In such event the first payment as per Art. 3.1 shall be refunded to the BUYER less the 3% (three) that shall be retained by the SELLER as liquidated damages, covered by the BUYER. BUYER hereby authorises the SELLER and SELLER accepts to refund the respective amount directly to the DONOR in accordance with Article 3.1.

## 7. NOTICES

All notices under this CONTRACT shall be in English, in writing and either delivered by hand or sent by facsimile (to be confirmed by registered mail), or by registered mail or by courier to the following addresses

For the SELLER:

Leonardo S.p.a.- Helicopters
Via G. Agusta 520
21017 Cascina Costa di Samarate
(Varese) – ITALY
Attn: Contracts Management
e-mail: _____
Fax: +39 0331 229 930
Phone: _____

For the BUYER:

Hellenic Ministry of Health
_____
Aristotelous 17-19, Athens PC: 10433
_____
_____
Attn. _____
e-mail: _____
Fax: _____
Phone: _____

For the Donor :

Stavros Niarchos Foundation
Vasilissis Sofias 86A, Athens, 11528
Phone : 210-8778300
Email : j.zervakis@snf.org

## 8. ENTIRE CONTRACT AND SIGNATURE

This CONTRACT is the entire agreement of the Parties concerning its subject matter, fully supersedes any prior understandings and/or communications between the Parties and consists of the Contract terms, the General Terms, Enclosure 1, Enclosure 2, Enclosure 3, Enclosure 4., Enclosure 5 and Enclosure 6. In case of any conflict, the following order of precedence shall apply in descending order: the Contract terms, the General Terms, Enclosure 1, Enclosure 2, Enclosure 3, Enclosure 4, Enclosure 5 and Enclosure 6.
This CONTRACT is signed in three (3) originals by the Parties and the DONOR, each one retaining an original thereof.

For BUYER
**HELLENIC MINISTRY OF HEALTH**

name Vassilis Kikilias
title Minister of Health
signature _____
date _____

For SELLER
**LEONARDO SPA**

name Emilio Dalmasso
title SVP Global Sales
signature _____
date _____

For DONOR
**STAVROS S. NIARCHOS FOUNDATION FOR CHARITY**

| | | | |
|---|---|---|---|
| name | Christina Lambropoulou | George Agouridis | Giannis Zervakis |
| title | CFO | Board Member | Health Initiative Grant Manager |

Mr. George Agouridis

Signature

Date: 23/3/2020

In accordance with the Italian law (art. 1341 and art. 1342 of the Italian Civil Code) BUYER specifically accepts with his signature here below the following Articles of the General Terms: 1 – INSPECTION, ACCEPTANCE AND TITLE; 2 – TRAINING; 5 – CHANGES; 6 – LIABILITY; 7– WARRANTY (including Enclosure 5); 8 – EXCUSABLE DELAYS; 9 – LIQUIDATED DAMAGES; 10 – TERMINATION; 12 – APPLICABLE LAW AND DISPUTES; 15 – ASSIGNMENT; and 16 – INTELLECTUAL PROPERTY AND CONFIDENTIALITY, of this CONTRACT

For BUYER
HELLENIC MINISTRY OF HEALTH

Signature ..... Date _____

Acknowledged by DONOR
STAVROS NIARCHOS FOUNDATION FOR CHARITY

Mr. George Agouridis

Date: 23/3/2020

## GENERAL TERMS

### 1. INSPECTION, ACCEPTANCE AND TITLE

1.1 SELLER shall give BUYER 30 (thirty) days written notice of the date on which the HELICOPTER(S) shall be scheduled to be ready for inspection and acceptance.

BUYER shall start the acceptance process at the SELLER's designated factory within 30 (thirty) days from the date notified by SELLER, arranging at its own expense and risk, for its authorised and qualified representative, to perform the inspection and acceptance of the HELICOPTER(S).

Upon successful completion of the inspection which includes a test flight of not more than two (2) hours of duration, BUYER or its designated representatives shall sign an acceptance certificate prepared by the SELLER in respect of the HELICOPTER(S), confirming that it is in accordance with the CONTRACT, and accepted by BUYER and is ready for delivery.

Should BUYER fail on purpose to attend the inspection within the above 30 (thirty) days without having notified to the SELLER in writing a formal request of inspection date postponement, the HELICOPTER(S) shall be deemed as accepted by BUYER based on the SELLER's inspection and the certificate of conformity issued by SELLER's Quality Control Service shall replace in full the acceptance certificate. It is agreed between the Parties that if the restrictions imposed by the competent authorities for the "COVID-19", better known as "Coronavirus", or any other force majeure issue will impede the BUYER to attend the acceptance inspection with the above, then the BUYER shall attend the inspection as soon as possible and permitted by the competent authorities.

1.2 Should BUYER through its designated representatives reject the HELICOPTER(S) on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the SELLER shall take the necessary corrective action and shall notify to the BUYER, in the shortest possible time but not exceeding 90 (ninety) days, a new date on which the HELICOPTER(S) shall be ready for acceptance.

The Buyer shall not be entitled to reject the HELICOPTER purely on account of minor deficiencies (deficiencies not affecting form, fit, function and performance) and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the SELLER shall be jointly agreed between the BUYER and the SELLER during the inspection and acceptance process. In the event that any of the HELICOPTERS is affected by a major discrepancy (affecting form, fit, function and performance) SELLER shall be obliged to remedy any identified major discrepancy so that the HELICOPTER (S) meets the specifications agreed under this CONTRACT unless the BUYER agrees in writing a remedy plan (technical and/or commercial) submitted by SELLER for the adjustment of the identified major discrepancies and any respective adjustment of the price. The BUYER acknowledges that might be installed on the HELICOPTER(S) parts with a limited number of hours accumulated during the manufacturing process before the issue of the EASA Form 52 or of the Airworthiness Certificate for Export, as per article 5.1 and 5.2 of the Contract Terms.

1.3 BUYER agrees to keep indemnified the SELLER against all costs, expenses, claims and liabilities whatsoever arising out of the BUYER and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault (wilful misconduct or negligence) of the SELLER. SELLER is under obligation to take during the acceptance of the HELICOPTER all measures required by applicable law and good practice for the avoidance of damage or loss to persons or property.

1.4 Following delivery at the Delivery Location in accordance with Article 5.3 of the Contract Terms and provided that the obligations for payment in accordance with Article 3 of the Contract Terms have been fulfilled,, title to the HELICOPTER(S) and other SUPPLIES, shall be transferred to and vest in BUYER, free and clear of any

encumbrances, liens, privileges, claims and rights of others. Upon transfer of title the HELICOPTER(S) shall be deemed delivered pursuant to the CONTRACT.

BUYER shall bear, from the time of delivery to the Delivery Location, all risks of loss or damage, costs and expenses relating to the HELICOPTER(S), such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance costs.

**2. TRAINING**

As from transfer of title of the HELICOPTER to the BUYER in accordance with Article 1 of the General Terms, if the pilot flying training will be conducted on BUYER's HELICOPTER then the BUYER's HELICOPTER shall be made available to the SELLER for the period necessary to perform and complete the Training activities as per Article 1 of the CONTRACT. The BUYER accepts that the SELLER shall be fully empowered and responsible for the continuous airworthiness of the HELICOPTER during the training period if the pilot flying training will be conducted on BUYER's HELICOPTER.

The BUYER's and SELLER's liabilities and obligations during the training period shall be those stated under the CE Regulation n. 2042/2003 dated 20th November 2003 "*On The Continuing Airworthiness Of Aircraft And Aeronautical Products, Parts And Appliances, And On The Approval Of Organisations And Personnel Involved In These Tasks*", Annex I, Part M), Section A), Subpart B), that the Parties hereby declares to acknowledge and accept. In particular the SELLER's undertakes the obligation set out in Annex I, Part M, Section A), Subpart G as *Continuing Airworthiness Management Organisation* of the above CE Regulation.

**3. CERTIFICATION**

The HELICOPTERS shall be delivered with an Airworthiness Certificate for Export (*Certificato di Aeronavigabilità per l'Esportazione*) to the country of destination (Greece) released by either the European Aviation Safety Agency (EASA) or the Federal Aviation Authority (FAA), as the case may be.

**4. PAINTING SCHEME – INTERIOR FINISHING**

4.1 As soon as possible after the CONTRACT Effective Date, BUYER shall confirm to SELLER in writing the final choice of the painting scheme, markings and interior finishing details for the HELICOPTER, in accordance with Enclosure 1- HELICOPTER Configuration.

4.2 In case the BUYER fails to provide confirmation of the painting scheme and details by the 60th day after the effective date of this CONTRACT, then the SELLER shall have the right, in its absolute discretion, which is hereby irrevocably accepted by BUYER who waives any possibly related claim for price reduction or otherwise, to proceed without delay in the preparation of the HELICOPTER and to deliver it to the BUYER in the following conditions, i.e.:

a) airframe painted yellow RAL 1016
b) seats covered with fabric and interior finished at SELLER's choice.

**5. CHANGES**

5.1 Engineering changes and improvements, including the medevac interior which result in modifications, changes or replacements in the SUPPLIES, but do not affect price, schedule, installation or interchangeability of major assemblies thereof, may be made at any time at SELLER's option and are hereby irrevocably consented to by BUYER.

5.2 SELLER shall be entitled to incorporate in any of the SUPPLIES any change, which in SELLER's judgment is as a result of a compulsory modification required by the EASA, and must necessarily be carried out for reasons of flight safety, which is hereby irrevocably consented to by BUYER. The BUYER, in case these modifications

affect form, fit, function and performance of the HELICOPTERS, shall be informed by the SELLER by written notice.

5.3 SELLER may propose to BUYER modifications which SELLER deems desirable and which may cause changes to the price and/or to the scheduled acceptance date. When proposing such modification to BUYER, SELLER shall indicate the resulting change in price and/or scheduled acceptance date. Should BUYER accept the proposed modification, BUYER shall give written confirmation to SELLER within 30 (thirty) days from the date of SELLER's notice. If no reply is received by SELLER within the said period, the proposed modification shall be considered as not accepted by BUYER.

5.4 BUYER may ask for modifications to be incorporated in any of the SUPPLIES. Such requests shall be made in writing at least four (4) months prior to the acceptance date. The SELLER shall propose the resulting change in price and/or scheduled acceptance and delivery date and any agreement between the Parties shall be made in writing in accordance with Article 17.2 below. Any late request shall not have to be considered by SELLER. Any mutual modification agreed between the SELLER and the BUYER which may result in changes in price, must be communicated in writing to the DONOR in advance, while the extra cost will be borne by the BUYER.

## 6. LIABILITY

Subject to mandatory provisions to the contrary under the applicable law, SELLER shall not be liable for and BUYER hereby assumes liability for any and all losses, damages or complaints of whatsoever nature, as regards both personal injury and property, arising out of or in any way connected with handling, possession, operation or use of the HELICOPTER(S) and relevant parts after transfer of title thereof in accordance with Article 1 of the General Terms.

BUYER hereby agrees to release SELLER from and fully indemnify SELLER from and against any proceedings, actions, claims and suits, which may be instituted by any third party against SELLER in respect to the foregoing not including strict-liability third-party claims possibly initiated against SELLER as the original manufacturer.

## 7. WARRANTY

The warranty provisions granted by the SELLER under Enclosure 4 - Warranty, are accepted by the BUYER in place of any other warranty, express or implied, including but not limited to any warranty of merchantability and fitness for purpose, which is hereby irrevocably waived to the fullest extent permitted under the governing law.

It is understood between the BUYER and the SELLER that this CONTRACT is not for any distributorship purpose and therefore the warranty will be granted only to the benefit of the BUYER unless otherwise authorized in writing by the SELLER. The BUYER shall have the right to assign the Warranty under Enclosure 4 hereto to either EKAB or to HAF subject to the following conditions:

(i) The assignment shall not in any way modify the rights of the SELLER under Warranty or subject the SELLER to any costs, liability or obligation to which it would not otherwise be subject;

(ii) The assignee in exercising its rights or in making any claim with respect to the Warranty shall comply with all applicable terms, conditions and limitations of the Warranty including, without limitation, those relating to any exclusion or limitation of liabilities or warranties, indemnity and insurance;

(iii) The BUYER shall notify tin writing the SELLER of the assignment of the Warranty to either EKAB or HAF and any such assignment shall become effective upon receipt by the SELLER of the relevant written notice form BUYER.

**8. EXCUSABLE DELAYS**

8.1 The scheduled acceptance date provided at Article 4 of the Contract terms is based on the: (1) timely receipt by SELLER of all information necessary to permit SELLER to proceed with work without delay and without interruption, (2) BUYER's compliance with the payment terms.

8.2 Whilst SELLER shall exercise its reasonable effort to achieve the scheduled acceptance date, SELLER shall not be liable or responsible for delays or non-compliance resulting from any event beyond the reasonable control of SELLER, including, but not limited to compliance with any restrictions imposed by the competent authorities for the "COVID-19", better known as "Coronavirus", any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, strikes, lockouts, slowdowns, labour disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification relevant to major modifications related to safety issues, failure in performance of a subcontractor or other acts of God.

SELLER shall give written notice to BUYER of the events causing the excusable delay, providing the BUYER with reasonable evidence of the cause for the excusable delays. Any such event shall extend the scheduled acceptance date to the extent of the delay so incurred.

8.3. In the event of an excusable delay exceeding 180 days, either Party may cancel the undelivered portion of this CONTRACT, by giving the other Party written notice and the sole liability of SELLER shall be for the return to the BUYER of any payment received on such undelivered portions. No interest shall be paid by SELLER on such amounts. The BUYER as per article 3.1 of the CONTRACT terms hereby authorises the SELLER to return directly to the DONOR the payments due by SELLER in case of termination of this CONTRACT by the BUYER pursuant to this article 8.3.

8.3 Delays deriving from changes as per Article 5.2 of the General Terms shall be considered "excusable" and ruled by the provisions of this Article 8. In such circumstances, Article 8.3 of General Terms shall not be applicable.

8.4 Any delay in payments due by BUYER under this Contract will entitle SELLER to postpone the scheduled acceptance and reschedule it for the next slot available in accordance with SELLER's production plan following BUYER's payment, without prejudice, however, to SELLER's rights under Article 10. of General Terms hereinafter.

**9. LIQUIDATED DAMAGES**

9.1 In case of a delay to the scheduled acceptance date due to SELLER's failure, and where such delay shall exceed 90 (ninety) calendar days beyond the scheduled acceptance date for the HELICOPTER concerned, BUYER shall have the right to claim, as liquidated damages as its sole remedy, an amount of 0.3% (zero point three percent) of the price of each delayed HELICOPTER for each complete week following the said 90 (ninety) calendar day period for a maximum period of 10 (ten) weeks.

9.2 In respect of any liability arising out or in connection with this CONTRACT, including the case of delivery delays, the maximum cumulative amount for all costs, expenses and damages due from SELLER shall not exceed 3% (three percent) of the undelivered portion of the CONTRACT. Such amount excludes, if due to the BUYER in accordance with Article 10.1 of the General Terms, the return to BUYER of the payments received by SELLER, on the undelivered portion of the CONTRACT and shall be BUYER's sole remedy under this CONTRACT in lieu of any other rights and will fully indemnify BUYER for any damages suffered. Payment of any returned amounts will be made to DONOR directly as per Article 3.1 of the CONTRACT terms.

9.3 In no event, except for SELLER's wilful misconduct or gross negligence and without prejudice to BUYER's right under Article 7 above (Warranty), SELLER shall be liable for loss of profit or revenues, loss of use of the HELICOPTER or any associated equipment, cost of capital, cost of substitute equipment, facilities, services

claims of BUYER's customers for such damages, or for any any indirect, special, incidental or punitive damages or exemplary damages where applicable.

9.4 The above provisions of articles 9.1, 9.2 and 9.3 are subject to mandatory provisions to the contrary, under the applicable law, if any apply.

## 10. TERMINATION

10.1 In case of SELLER's failure, for any cause other than an event described in Article 8 of the General Terms, to deliver SUPPLIES in accordance with this CONTRACT and where the failure has remained unresolved at the date of reaching the maximum amount of the liquidated damages, as provided for under Article 9 of General Terms, BUYER may terminate this CONTRACT by giving written notice to SELLER to this effect. In such event the sole liability of SELLER, in addition to the return to BUYER of the payments received by SELLER on the undelivered portion of the CONTRACT and, subject to mandatory provisions to the contrary under the applicable law, shall be for the payment of the liquidated damages in accordance with Article 9 of General Terms, for the amount corresponding to the undelivered SUPPLIES.

The BUYER, as per article 3.1 of the CONTRACT terms, hereby authorizes the SELLER to return directly to the DONOR the payments due by SELLER in case of termination of this CONTRACT by the BUYER pursuant to this article 10.1.

Unless otherwise agreed between the Parties, the BUYER: (i) shall not be entitled to early terminate and/or withdraw from this CONTRACT for its convenience in full or in part; and (ii) shall not be entitled to reimbursement of any payment unless this CONTRACT is terminated for SELLER's default in accordance with this Article 10.1 or in accordance with Article 8.3 of these General Terms.

10.2 Without prejudice to any generally applicable provisions of law which may entitle SELLER to terminate or withdraw from this CONTRACT, any of the following events shall be expressly considered a material breach of BUYER's obligations hereunder and entitle SELLER to terminate or, if the SELLER so chooses, withdraw from this CONTRACT with immediate effect by giving written notice to the BUYER:

(a) in case any payment due to the SELLER has not been received by the SELLER within 15 days from its due date;.

b) in case of BUYER's failure to accept the HELICOPTER(s) in accordance with Article 1 of the General Terms and where such failure has not been cured within 30 (thirty) days of SELLER providing written invitation to BUYER to cure such breach.

It is agreed between the Parties that shall not be considered a failure by the BUYER to accept the HELICOPTER for the purpose of this article 10.2 if the restrictions imposed by the competent authorities for the "COVID-19", better known as "Coronavirus", or any other force majeure reason, will impede the BUYER to attend the acceptance inspection and to accept the HELICOPTER in accordance with the terms of this CONTRACT.

In case of termination of or SELLER's withdrawal from this CONTRACT for BUYER's default under this Article 10.2, the SELLER shall have no further obligation towards the BUYER and all payment(s) (if any) previously paid by the BUYER shall be retained by SELLER, to be considered as liquidated damages in case of termination without prejudice to SELLER's right to recover further damages SELLER may have suffered.

## 11. WAIVER

Any failure of either Party to exercise any right, power, or remedy hereunder shall not be deemed as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or remedy.

**12. APPLICABLE LAW AND DISPUTES**

The construction, interpretation, validity and performance of this CONTRACT shall be governed by the laws of the Republic of Italy.

The Parties irrevocably agree that all disputes arising out of or in connection with to this CONTRACT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Paris (France). The language of arbitration shall be English.

**13. EFFECTIVE DATE**

This CONTRACT shall be valid from the date of signature by all Parties including the DONOR and effective immediately as far as the payment obligation under Article 3.1.a) of the Contract is concerned, but for any other purpose shall become effective on the date ("CONTRACT Effective Date") when the last of the following conditions has been fulfilled:

(i) receipt by the SELLER of payment to be made pursuant to Article 3.1.a. of the Contract terms;

(ii) (when applicable) receipt by the SELLER of the export license/authorization from the relevant Governmental Authorities.

**14. TAXES**

14.1 Local taxes, custom duties, levies or other fiscal charges, due in SELLER's country related to the performance of this CONTRACT, shall be borne by SELLER.

Local taxes, custom duties, levies or other fiscal charges, due outside of the SELLER's country for the performance of this CONTRACT, shall be borne by BUYER.

Value Added Tax (VAT), whenever due shall be borne by the BUYER.

14.2 In case of HELICOPTER(S) to be dispatched or transported outside Italy but within the EU the following shall apply in addition to Article 14.1 above:

VAT shall not be charged by the SELLER to the extent that the HELICOPTER is supplied under and in conformity with the intra-community exemption VAT regime provided by the Directive 112/2006/CE.
BUYER warrants that it will transport the HELICOPTER outside Italy, complying with all fulfilments provided by the Italian legislation. BUYER commits to provide the SELLER with proof of movement and certificate of registration of the HELICOPTER in the country of destination and any other document evidencing the transfer of the HELICOPTER outside the Italian territory (including evidence that the HELICOPTER has been introduced in the country of destination), within 60 days after BUYER accepts delivery and pays the final instalment of the purchase price.

In case the warranties above are not satisfied, the SELLER shall apply Italian VAT and BUYER commits to pay the relevant amount to the SELLER (including applicable penalty and interest).

In any case, should the relevant Italian Tax Authorities determine that Italian VAT is applicable to the sale of the HELICOPTER, BUYER hereby commits to indemnify the SELLER for any VAT liability incurred or imposed by said authorities (including penalty and interest).

**15. ASSIGNMENT**

This CONTRACT shall not be assignable or transferable by BUYER without the SELLER's prior written consent (which shall not be unreasonably withheld by the SELLER). The BUYER shall inform SELLER in writing and require his consent at least 60 (sixty) days in advance.
SELLER has the right to assign or transfer this CONTRACT or its rights and obligations to its controlling, controlled or participated companies within Leonardo S.p.a., group of companies providing the BUYER with evidences that the contractual obligations shall be performed with the same standards.

**16. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The sale of the SUPPLIES under this CONTRACT shall not be construed as granting expressly or impliedly to the BUYER any title or rights to any designs, copyright, intellectual property rights, patent, utility, design model, trademark, or any license whatsoever in relation to the HELICOPTER and any other SUPPLY provided to the BUYER under this CONTRACT.

Copyright in the HELICOPTER drawings, designs, technical data, software, technical publication, training material and other technical documents (the "Technical Documents") supplied by the SELLER under this CONTRACT are proprietary to the SELLER and/or of its subcontractors. The Technical Documents and any information contained therein shall be used by the BUYER for the sole and limited purpose of using, maintaining and operating the HELICOPTERS as specifically directed in Technical Documents.

The BUYER without prior written authorization of the SELLER shall not:

- reverse engineer, reverse compile, reverse assemble or otherwise translate into any human or machine-readable form any Technical Documents, in whole or in part;

- modify, copy, translate into any language, reproduce or make derivative works of Technical Documents and data, in whole or in part.

The BUYER recognizes the confidential and proprietary nature of the Technical Documents and of any information contained therein and undertakes not to disclose any such documents and information to any third party without the prior written consent of the SELLER.

**17. ENTIRE UNDERSTANDING**

17.1 This CONTRACT inclusive of its Enclosures constitutes the entire understanding between the Parties in respect of the subject hereof and supersedes all prior representations, arrangements, undertakings or agreements, whether written or oral, between the Parties.

17.2 Any amendment to this CONTRACT shall be valid only when made in writing and signed by the Parties.

# ENCLOSURE 1A

# HELICOPTER N.1 - S.N. 22701 CONFIGURATION

## 1 AW109 TREKKER SINGLE PILOT VFR STANDARD AIRCRAFT

### 1.1 Airframe

- Aluminium alloy and bonded panel fuselage
- Semi-monocoque aluminium alloy tail boom
- New reinforced skid type landing gear
- Two hinged jettisonable crew doors (LH and RH)
- Two sliding passenger doors (LH and RH), 1.40 m opening, with jettisonable windows
- Acrylic transparent windshield and side windows
- Acrylic transparent overhead windows
- Quick removable tail rotor drive shaft cover
- Separate baggage compartment with hinged door
- Removable fairing and cowlings, for complete accessibility to the controls and drive components
- Quick opening hinged inspection doors, to allow visual check of engine oil levels and maintenance inspection points
- Grounding points
- Jacking and hoisting points

### 1.2 Rotors and controls

- Titanium main rotor hub, corrosion protected, fully articulated with four composite grips, four elastomeric bearings, four individually interchangeable composite material blades, swept tips, and dampers
- Steel tail rotor hub, corrosion protected, semi-rigid delta hinged type, with two composite material blades, individually interchangeable
- Cyclic and collective controls powered by two hydraulic systems
- Hydraulically powered anti-torque system
- Adjustable friction devices on cyclic and collective system
- Force trim and artificial feel system
- Adjustable directional control pedals
- Flapping and droop restraint mechanism

### 1.3 Power plant and Fuel System

- Two Pratt & Whitney Canada PW207C turbo-shaft engines
- Two independent electronic control systems (FADEC) with normal emergency and training operation modes and auto-start
- Engine mounted fuel pump and filter assembly (2)
- Engine mounted oil pump and filter assembly (2)
- Engine mounted fuel control and governor (2)
- Lubrication and cooling system
- Engine oil chip detectors (2)
- Engine control panel
- Two independent fuel systems with cross-feeding valve and control panel
- 3-cell crash-resistant fuel system (575 l – 152 USgal)
- Submerged fuel boost pumps (2)
- Airframe mounted easy access fuel filter
- RH refuelling point
- Ground fuel drains

**1.4 Transmission Drive System and Hydraulic System**

- 960 shp for takeoff and 900 shp continuous operation main transmission
- Three-stage transmission
- Free wheeling units (2)
- Dual independent, redundant hydraulic systems
- Transmission mounted hydraulic pumps (2) with separate reservoir
- Internal dry sump transmission lubrication with pressure and scavenge pump and oil filter
- Transmission oil chip detectors (2)
- Single stage, bevel gear T/R 90° gear box including oil level sight glass and chip detector
- Transmission cooling and lubrication system
- Transmission shafts

**1.5 Electrical System**

- 24 V DC 33 Ah nickel-cadmium battery with temperature probe
- 200 A self-cooled starter generators (2)
- Voltage regulators (2)
- Battery relay
- Interconnecting bus relays (2)
- External power relay
- Distribution buses (1 battery, 2 essential, 2 emergency, 2 main, 2 auxiliary)
- External power receptacle
- Position lights (NVG friendly - green, red, white)
- Taxing light (1 RH) and landing light (1 LH)
- Anti collision lights (2) (NVG friendly)
- Cockpit utility lights (2)
- Instrument lights with dimming switch
- Radio master switch with ground function

**1.6 Single Pilot VFR Avionic Package**

- Two 6" x 8" display units providing a Primary Flight Display (PFD) and a Multifunction Display (MFD) and integrating:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
  - Radio tuning controls
- Dual Data Acquisition Unit (DAU)
- Dual Air Data Computer and Attitude Heading Reference System (ADAHRS)
- VHF/AM
- VOR/ILS
- GPS
- Transponder (Mode-S)
- Pilot Intercommunication System (ICS)
- Magnetic Direction indicator

**1.7 Systems Data (on displays)**

- Dual Inter turbine gas temperature indicator (ITT°C)
- Dual Engine torque indicator (TQ%)
- Dual Compressor speed indicator (N1%)
- Dual Turbine speed indicator (N2%)
- Rotor speed indicator (NR%)
- Dual Transmission oil pressure (PSI) and temperature (°C) indicator
- Dual Engine oil pressure (PSI) and temperature (°C) indicator
- Dual Fuel pressure (PSI) and fuel quantity (kg) indicator
- Dual hydraulic pressure system indicators (PSI)
- Outside air temperature indicator (°C)
- Dual DC voltmeter (VDC)
- Dual DC ammeter (Amp)

**1.8 Warning/Caution Advisory and Maintenance System**

- Master warning lights
- Master caution lights
- Warning, caution and advisory messages
- Aural alerts
- Engines fire detection system

**1.9 Interior Arrangement**

- H10-13H David Clark headsets (pilot and co-pilot)
- Crash-resistant pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (pilot)
- Aluminium alloy honeycomb reinforced floor with anti-skid finishing
- Ventilation ram air inlets
- Anti reflection instrument panel
- Primer finished cabin walls
- Portable fire extinguisher

**1.10 Exterior finishing**

- Finishing in accordance with manufacturer specification (NTA 893 A)
- Primer exterior painting

**1.11 Painting**

- Utility Painting
  - Up to 4 colours from LHD selection
  - Customized Painting Scheme
  - Utility Finishing
  - Registration Marks and Logos (decal or stencil)

### 1.12 Premium equipment

- Crash-resistant co-pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (co-pilot)
- AC power supply system (2 inverters)
- AFCS 3-axis duplex SP-711 Honeywell
- Radar altimeter
- Doors key lock
- Airframe hourmeter
- Baggage compartment lights
- Crew open door actuators
- Engine compartment fire extinguishers (Qty 2)
- Fuel cap with key-lock
- Pulsed chip detectors (in lieu of quick disconnecting chip detectors)
- 450 W Retractable/rotating landing light (nose mounted)

### 1.13 Miscellaneous / Ground Equipment

- Air intake/exhaust covers
- Ground tools kit (including tow bar, ground wheels, lifting tool)
- Pitot tubes covers
- Rotorcraft Flight Manual (RFM) and technical publications
- Tie-down fittings (main rotor retention straps)

## 2 PROPOSED CONFIGURATION

### 2.1 Interior Equipment - Cabin

- EMS Interior “AMS Heli Design” - Single Stretcher
  - Crashworthy forward medical seat (Qty 1) - Aft facing, swivelling and rotating
  - Crashworthy fixed rear seat (Qty 2) - Fwd facing
  - Main Base unit with turret and bag’s space
  - Litter receiver
  - Primary stretcher with hydraulically activated patient backrest at 45°
  - Electrical system
  - Oxygen distribution system - Oxygen bottle excluded
  - Mounting for two oxygen bottles compatible with B5 bottles with capacity of 5 lt each (or equivalent) - bottles excluded - Vertical installation, located behind the aft facing medical seat
  - Equipment rails
  - Rigid polycarbonate liners
  - Switch to select ground (AC 230V external power/ground power unit) or helicopter power
  - 1 AC electrical outlet (115/230V) for incubator
  - Roof side panel (LH) including: 2 oxygen outlets, 1 oxygen read out gauge NVG compatible, 2DC electrical outlets (24/28V) (1x 5A, 1x 15A), 4 DC electrical outlets (12/14V) (1x 14A, 3x 10A), 4 AC electrical outlets (115V/230V),2 USB outlets, 2 NVG/white lights, 2 Headsets plug-in for David Park H10-13H, Ventilation outlets

- Roof side panel (RH) ifor ncluding: 2 NVG/white lights (Ventilation outlets, 2 USB outlets, 3rd ICS station in passengers' cabin, 2 Headsets plug-in for David Park H10-13H.
- Additional headsets plug-in (1 in the cabin front, 1 in the back of the cabin) for David Park H10-13H.
- Retainers (*) for the following medical equipment:
  - *Monitor/Defibrillator Stryker Lifepak 15 or Zoll Propaq Plus*
  - *Suction pump Boscarol OB 3000 Avio Series*
  - *Syringe Pumps B.Braun Infusomat Space (2)*
  - *Ventilator Drager Oxylog VE300*

• Air conditioning ECU

(*) *The Parties agree to schedule within 30 days after contract effective date, a meeting to discuss the retainers possible design solution. A functional test shall be performed by the BUYER prior to the HELICOPTER final acceptance.*

## 2.2 Avionics Equipment

• Dual Pilot IFR package (in addition to Single Pilot VFR STD configuration)
- Dual controls
- Co-Pilot large colour Primary Flight Display (PFD) embedding:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
- Radio tuning controls
- 2nd VHF/AM
- 2nd VOR/ILS
- 2nd GPS
- DME
- Marker beacon
- Electronic Standby Indicator
- Co-Pilot Intercommunication System (ICS)
- Dual Master warning lights
- Dual Master caution lights
- 2nd Magnetic Compass indicator
- Digital clock
- Flight Director

• Emergency Locator Transmitter
• Cockpit Voice / Flight Data Recorder (CVR/FDR)
• ADF

## 2.3 Utility Equipment

• First aid kit
• Baggage compartment extension (1.9 m)
• Reinforced windshields
• Rotor brake
• Windshield wipers (pilot and co-pilot) with wiper switch on cyclic grips
• Cargo net in baggage compartment
• Emergency floats provision

- Wire strike protection system
- Long step bar (LH)
- Long step bar (RH)
- External rescue hoist (272 kg/600 lb) provision

### 2.4 Finishing - Painting

- Customized Painting with Yellow RAL1016
  *Customized colours/customized painting scheme/Gradient*

### 2.5 Additional Loose Equipment

- Emergency floats removable with two 6/8 person rafts embedded
  *To be provided in Retrofit within 2 months after helicopters Delivery*

### 2.6 Additional Equipment specifically requested in the RfP

#### 2.6.1 Avionics Equipment

- Weather radar RDR 2000 Bendix/King

#### 2.6.2 Utility Equipment

- 177 USgal crash-resistant fuel system (in lieu of 152 USgal)

**Note:** Export of any equipment subject to ITAR regulation (International Traffic in Arms Regulations) or any other applicable export licence and approval, including but not limited to the USA, can be denied unless specific authorisation/exemption is not obtained from e pertinent Department of State.

# ENCLOSURE 1B

# HELICOPTER N.2 - S.N. 22704 CONFIGURATION

## 1 AW109 TREKKER SINGLE PILOT VFR STANDARD AIRCRAFT

### 1.1 Airframe

- Aluminium alloy and bonded panel fuselage
- Semi-monocoque aluminium alloy tail boom
- New reinforced skid type landing gear
- Two hinged jettisonable crew doors (LH and RH)
- Two sliding passenger doors (LH and RH), 1.40 m opening, with jettisonable windows
- Acrylic transparent windshield and side windows
- Acrylic transparent overhead windows
- Quick removable tail rotor drive shaft cover
- Separate baggage compartment with hinged door
- Removable fairing and cowlings, for complete accessibility to the controls and drive components
- Quick opening hinged inspection doors, to allow visual check of engine oil levels and maintenance inspection points
- Grounding points
- Jacking and hoisting points

### 1.2 Rotors and controls

- Titanium main rotor hub, corrosion protected, fully articulated with four composite grips, four elastomeric bearings, four individually interchangeable composite material blades, swept tips, and dampers
- Steel tail rotor hub, corrosion protected, semi-rigid delta hinged type, with two composite material blades, individually interchangeable
- Cyclic and collective controls powered by two hydraulic systems
- Hydraulically powered anti-torque system
- Adjustable friction devices on cyclic and collective system
- Force trim and artificial feel system
- Adjustable directional control pedals
- Flapping and droop restraint mechanism

### 1.3 Power plant and Fuel System

- Two Pratt & Whitney Canada PW207C turbo-shaft engines
- Two independent electronic control systems (FADEC) with normal emergency and training operation modes and auto-start
- Engine mounted fuel pump and filter assembly (2)
- Engine mounted oil pump and filter assembly (2)

- Engine mounted fuel control and governor (2)
- Lubrication and cooling system
- Engine oil chip detectors (2)
- Engine control panel
- Two independent fuel systems with cross-feeding valve and control panel
- 3-cell crash-resistant fuel system (575 l – 152 USgal)
- Submerged fuel boost pumps (2)
- Airframe mounted easy access fuel filter
- RH refuelling point
- Ground fuel drains

**1.4 Transmission Drive System and Hydraulic System**

- 960 shp for takeoff and 900 shp continuous operation main transmission
- Three-stage transmission
- Free wheeling units (2)
- Dual independent, redundant hydraulic systems
- Transmission mounted hydraulic pumps (2) with separate reservoir
- Internal dry sump transmission lubrication with pressure and scavenge pump and oil filter
- Transmission oil chip detectors (2)
- Single stage, bevel gear T/R 90° gear box including oil level sight glass and chip detector
- Transmission cooling and lubrication system
- Transmission shafts

**1.5 Electrical System**

- 24 V DC 33 Ah nickel-cadmium battery with temperature probe
- 200 A self-cooled starter generators (2)
- Voltage regulators (2)
- Battery relay
- Interconnecting bus relays (2)
- External power relay
- Distribution buses (1 battery, 2 essential, 2 emergency, 2 main, 2 auxiliary)
- External power receptacle
- Position lights (NVG friendly - green, red, white)
- Taxing light (1 RH) and landing light (1 LH)
- Anti collision lights (2) (NVG friendly)
- Cockpit utility lights (2)
- Instrument lights with dimming switch
- Radio master switch with ground function

**1.6 Single Pilot VFR Avionic Package**

- Two 6” x 8” display units providing a Primary Flight Display (PFD) and a Multifunction Display (MFD) and integrating:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
  - Radio tuning controls
- Dual Data Acquisition Unit (DAU)
- Dual Air Data Computer and Attitude Heading Reference System (ADAHRS)

- VHF/AM
- VOR/ILS
- GPS
- Transponder (Mode-S)
- Pilot Intercommunication System (ICS)
- Magnetic Direction indicator

**1.7 Systems Data (on displays)**

- Dual Inter turbine gas temperature indicator (ITT°C)
- Dual Engine torque indicator (TQ%)
- Dual Compressor speed indicator (N1%)
- Dual Turbine speed indicator (N2%)
- Rotor speed indicator (NR%)
- Dual Transmission oil pressure (PSI) and temperature (°C) indicator
- Dual Engine oil pressure (PSI) and temperature (°C) indicator
- Dual Fuel pressure (PSI) and fuel quantity (kg) indicator
- Dual hydraulic pressure system indicators (PSI)
- Outside air temperature indicator (°C)
- Dual DC voltmeter (VDC)
- Dual DC ammeter (Amp)

**1.8 Warning/Caution Advisory and Maintenance System**

- Master warning lights
- Master caution lights
- Warning, caution and advisory messages
- Aural alerts
- Engines fire detection system

**1.9 Interior Arrangement**

- H10-13H David Clark headsets (pilot and co-pilot)
- Crash-resistant pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (pilot)
- Aluminium alloy honeycomb reinforced floor with anti-skid finishing
- Ventilation ram air inlets
- Anti reflection instrument panel
- Primer finished cabin walls
- Portable fire extinguisher

**1.10 Exterior finishing**

- Finishing in accordance with manufacturer specification (NTA 893 A)
- Primer exterior painting

**1.11 Painting**

- Utility Painting
  - Up to 4 colours from LHD selection
  - Customized Painting Scheme
  - Utility Finishing
  - Registration Marks and Logos (decal or stencil)

**1.12 Premium equipment**

- Crash-resistant co-pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (co-pilot)
- AC power supply system (2 inverters)
- AFCS 3-axis duplex SP-711 Honeywell
- Radar altimeter
- Doors key lock
- Airframe hourmeter
- Baggage compartment lights
- Crew open door actuators
- Engine compartment fire extinguishers (Qty 2)
- Fuel cap with key-lock
- Pulsed chip detectors (in lieu of quick disconnecting chip detectors)
- 450 W Retractable/rotating landing light (nose mounted)

**1.13 Miscellaneous / Ground Equipment**

- Air intake/exhaust covers
- Ground tools kit (including tow bar, ground wheels, lifting tool)
- Pitot tubes covers
- Rotorcraft Flight Manual (RFM) and technical publications
- Tie-down fittings (main rotor retention straps)

## 2 PROPOSED CONFIGURATION

### 2.1 Interior Equipment - Cabin

- EMS Interior “AMS Heli Design” - Single Stretcher
  - Crashworthy forward medical seat (Qty 1) - Aft facing, swivelling and rotating
  - Crashworthy fixed rear seat (Qty 2) - Fwd facing
  - Main Base unit with turret and bag's space
  - Litter receiver
  - Primary stretcher with hydraulically activated patient backrest at 45°
  - Electrical system
  - Oxygen distribution system - Oxygen bottle excluded
  - Mounting for two oxygen bottles compatible with B5 bottles with capacity of 5 lt each (or equivalent) - bottles excluded - Vertical installation, located behind the aft facing medical seat
  - Equipment rails
  - Rigid polycarbonate liners
  - Switch to select ground (AC 230V external power/ground power unit) or helicopter power
  - 1 AC electrical outlet (115/230V) for incubator
  - Roof side panel (LH) including: 2 oxygen outlets, 1 oxygen read out gauge NVG compatible, 2DC electrical outlets (24/28V) (1x 5A, 1x 15A), 4 DC electrical outlets (12/14V) (1x 14A, 3x 10A), 4 AC electrical outlets (115V/230V),2 USB outlets, 2 NVG/white lights, 2 Headsets plug-in for David Park H10-13H, Ventilation outlets
  - Roof side panel (RH) including: 2 NVG/white lights, Ventilation outlets, 2 USB outlets, 3rd ICS station in passengers’ cabin, 2 Headsets plug-in for David Park H10-13H.

- Additional headsets plug-in (1 in the cabin front, 1 in the back of the cabin) for David Park H10-13H.
- Retainers (*) for the following medical equipment:
  - *Monitor/Defibrillator Stryker Lifepak 15 or Zoll Propaq Plus*
  - *Suction pump Boscarol OB 3000 Avio Series*
  - *Syringe Pumps B.Braun Infusomat Space (2)*
  - *Ventilator Drager Oxylog VE300*

• Air conditioning ECU

*(*) The Parties agree to schedule within 30 days after contract effective date, a meeting to discuss the retainers possible design solution. A functional test shall be performed by the BUYER prior to the HELICOPTER final acceptance.*

## 2.2 Avionics Equipment

• Dual Pilot IFR package (in addition to Single Pilot VFR STD configuration)
- Dual controls
- Co-Pilot large colour Primary Flight Display (PFD) embedding:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
  - Radio tuning controls
- 2nd VHF/AM
- 2nd VOR/ILS
- 2nd GPS
- DME
- Marker beacon
- Electronic Standby Indicator
- Co-Pilot Intercommunication System (ICS)
- Dual Master warning lights
- Dual Master caution lights
- 2nd Magnetic Compass indicator
- Digital clock
- Flight Director

• Emergency Locator Transmitter
• Cockpit Voice / Flight Data Recorder (CVR/FDR)
• ADF

## 2.3 Utility Equipment

• First aid kit
• Baggage compartment extension (1.9 m)
• Reinforced windshields
• Rotor brake
• Windshield wipers (pilot and co-pilot) with wiper switch on cyclic grips
• Cargo net in baggage compartment
• Emergency floats provision
• Wire strike protection system
• Long step bar (LH)

- Long step bar (RH)
- Pilot and co-pilot console tray including 12 VDC outlet

### 2.4 Finishing - Painting

- Customized Painting with Yellow RAL1016
  *Customized colours/customized painting scheme/Gradient*

### 2.5 Additional Loose Equipment

- Emergency floats removable with two 6/8 person rafts embedded
  *To be provided in Retrofit within 2 months after helicopters Delivery*

### 2.6 Additional Equipment specifically requested in the RfP

#### 2.6.1 Avionics Equipment

- Weather radar RDR 2000 Bendix/King

#### 2.6.2 Utility Equipment

- 177 USgal crash-resistant fuel system (in lieu of 152 USgal)

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# ENCLOSURE 1C

# COMPLIANCE MATRIX

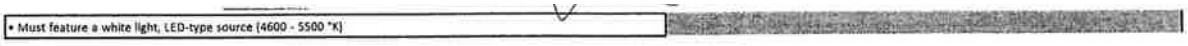
| APPEXA: EMS & MEDICAL EQUIPMENT | LEONARDO HELICOPTERS (LH) RESPONSE |
|---|---|
| 1.1.1 Special characteristics and requirements of the chamber | |
| a) The seats for the medical staff must be at least two (2) in order for two healthcare professionals to be able to support two severely ill/injured patients. The stretcher must be positioned in such a way that patient can be accessed throughout the length of his/her body for easy care and, in particular, to allow rescue operations on the patient's airway (tracheal intubation, mechanical ventilation). | The cabin is configured with the new AMS Heli Design EMS interior which provides the possibility to have three (3) medical seats and one (1) stretcher on board, granting the fulfillment of a wide range of operations.<br>The interior is predisposed in order to accomodate the medical equipment provided with the aircraft (ref. Proposal AW109Tr 20191101-1, Enclosure 1, Section 4.1, 4.2 and 4.3). |
| b) The adaptation includes the installation of the oxygen supply for patient. The oxygen tanks must be capable of supplying patient carried by the helicopter for the average time required to cover the minimum range stated at the Necessary Conditions and in a quantity of at least 10 liters/min per patient. The adaptation must also include helicopter-type stretcher, and electromechanical medical equipment, to be further elaborated upon below. According to the operational capabilities of the air ambulance, its manufacturer must select the most appropriate solutions for the equipment and layout within the helicopter. | |
| c) The proposed equipment must have the configuration and the ergonomic installation to serve the purpose of procuring the helicopter, i.e. the transfer of severely ill patients and the provision of emergency medical assistance during the transport. Required medical equipment must be standardized and installed in the helicopter by a specialist, with experience in similar installations. The specialist must also have the necessary approval of the manufacturing firm and the medical equipment manufacturers.<br><br>The configuration of the patient chamber, the layout of all the equipment and the components are described in detail, both in terms of construction (material, dimensions, etc.) and operation (patient transport, personnel handling, equipment transport). The entire layout is displayed in a complete layout (plan view, etc.) and corresponding technical data must be submitted, documenting the quality and functionality of the layout.<br><br>Patient cabins must be designed, configured and installed with appropriate shelf space for immediate use materials, to provide easy access to users. The interior of these spaces must be separated by transposed partitions.<br><br>The placement of the medical equipment must be ergonomic, so as not to prevent and expose the medical staff to accidents, during the provision of patient care, but also the patient in any position, and to facilitate the provision of | |
| d) Inside the patient cabin and in appropriate locations, there must be two guides with triple hooks and a mechanism for stabilizing bottles, blood sera, etc. They must be placed so that they will not swing when the airplane is moving. | |
| 1.1.2 Medical Equipment | |
| 1.1.2.1 One (1) main patient carrier (stretcher) | |
| Its frame should be solid but lightweight (air-type) with a rigid substrate to facilitate cardiac compression. It must have the ability and mechanism to position the upper half of the subject's torso in multiple positions and up to 70°. It must be installed in a secure manner, in appropriate connectors, to facilitate its quick connection and disconnection. It must carry the safety belts in accordance with international regulations. The stretcher has to be fixed and secured to base on the floor sliding up to its locking point to facilitate the loading and unloading of the patient. The maximum weight of the patient that the stretcher can hold, must be stated.<br><br>The dimensions of the stretcher must be stated.<br><br>Transported weight: at least 170 kg | A primary stretcher with a hydraulically activated patient backrest, capable to reach 45°, is provided within the AMS Heli Design EMS interior in the proposed configuration (ref. Proposal AW109Tr 20191101-1, Enclosure 1). |
| 1.1.2.2 Detachable metal stretcher (scoop), one piece (1) | |
| • It must be a special detachable stretcher (scoop) for the collection – transportation of patients | Medical loose equipment not offered in the proposal. |
| • It must be made of high-strength metal material and have the smallest possible weight (no more than 11 kg). | |
| • Its surface must be of a proper texture in order to ensure the complete support of the transported patient and make it easy to clean and disinfect in any way | |
| • It must have at least three (3) safety belts (quick locking and unlocking), for the patient's immobilization | |
| • It must have the following dimensions: | |
| * length: the useable length must be at least 165 cm and extend to at least 200 m. When the stretcher is folded, its length 822must not exceed 120 cm | |
| * width: at least 40 cm (in the area with its largest dimensions) | |
| * thickness (when the stretcher is folded): max 9 cm | |
| • Transported weight: at least 150 kg | |
| 1.1.2.3 Vacmat – Vacuum Mattress, one piece (1) | |
| • Must be made of durable, waterproof, non-porous material, easy to wash and radiopaque for radiological diagnostic tests, and suitable for M.R.I. examinations | Medical loose equipment not offered in the proposal. |
| • The air intake-exhaust valve must be in such a position so as to not disturb the patient. | |
| • The vacuum pump must be able to reduce the pressure from 500 hPa within 4 min. | |
| • The vacuum mattress, including its content, must fulfil the following: | |
| * Heat resistance: 60 0C | |
| * Cold resistance: -20 0C | |
| * Melting point: 100 0C | |
| • Must have the following minimum dimensions: | |
| * length: 200 cm | |
| * width (not in vacuum state): 80 cm | |
| • Transported weight: at least 150 kg. | |
| • Must be delivered complete, with all components, and consist of: | |
| * The main mattress, with at least four (4) handles on each side. | |
| * At least four (4) patient safety belts (quick lock-unlock). | |
| * Vacuum pump. | |
| • The total weight, with the vacuum pump, must be as little as possible (no more than 15 kg). | |
| • Must be accompanied by a carry/storage case. | |
| • Must comply with the standard EN 1865-1. | |
| 1.1.2.4 Portable Respirator, one piece (1) installed with an easy detachment mechanism | |
| ' The respirator must be new, unused, of modern technology and suitable for children and adults during their transport by terrestrial or aerial means | |
| • It must be small in dimensions and weight, which must not exceed six (6) kg, including the battery/batteries, so that it can easily be transported by hand and securely fixed to a base designed by the same manufacturer within the patient chamber. It should also be easily detachable from the base and feature special suspension hooks from the side rails of the patient stretcher or a shoulder belt for carrying it. | |
| A. It must meet the following requirements: | |

* High resistance to shock and vibrations.

| | |
|---|---|
| * Water protection | The AMS cabin interior is equipped with the retainers needed to accomodate the device: "Respirator Dräger Oxylog VE300".<br>Please refers to the dedicated manual to recover the specification of the electromedical equipment. |
| * Operation in humidity conditions up to 95% and temperatures between -15 – +50 °C | |
| * Operation at atmospheric pressures between 700 – 1100 hPa | |
| • It must be easy and simple to handle, so that the medical and rescue personnel can handle it safely. For this reason, it must feature color-designated adjustment fields or direct age default settings | |
| • Its driving force must be the O2 from the network of the helicopter, or operate with small or larger portable oxygen tanks, as well as connected to the hospitals' oxygen supply, with a special, secure connection. | |
| • A switch must provide the possibility of selecting between 100% oxygen or a mixture of oxygen and fresh air, which will be aspirated to the environment by means of a filter. | |
| • It must operate by supplying 12-15V/DC voltage power from the helicopter via | |
| an appropriate plug, via a 220-240V/AC voltage supply, as well as via a rechargeable battery with at least five (5) hours of autonomy. | |
| • It must allow the application of IPPV, SIMV with support pressure, CPAP with support pressure, as well as PEEP via a valve, built-in to the machine. Additional ventilation methods or operations must be indicated. | |
| • All adjustments, for safety and convenience purposes, will be made to the respirator via rotary or pressed selector switches, rather than touch-screen options. | |
| • It must feature adjustments/settings for: | |
| * Breath volume VT: 100 – 2000 ml (readily adjustable). | |
| * Air frequency: up to 50 bpm. | |
| * I:E Ratio (1:3 – 2:1 at least) | |
| * PEEP: 0 – 20 mbar | |
| * Inhalation time | |
| * Support pressure up to 30 mbar | |
| * Pressure limitation up to 60 mbar | |
| • It must feature automatic monitoring of the patient's air intake, with a measurement and an indication of the exhaled volume and an automatic alarm in case of divergence. | |
| • It must feature an adjustable limit of maximum air pressure, as well as indications and messages-alarms in cases of low pressure-disconnection from the patient, drop of air supply, leakage, apnea, damage, etc. | |
| • It must feature a lighted display with digital indicatipns of all measured parameters, as well as messages to facilitate the task of the operator. | |
| • All parts of the respirator that come in contact with the patient must be able to be sterilized, and it must be able to be operated directly with a disposable patient circuit. | |
| • The respirator must be accompanied by: | |
| * One (1) complete adult multipurpose patient circuit and a test lung | |
| * One (1) connecting tube, for connecting the respirator to the gas network or O2 tank, | |
| * A respirator support structure within the patient chamber and a transport structure with an integrated oxygen tank and storage pockets. | |
| * A 220-240V/AC power cable and rechargeable battery, | |
| * A power supply cable and transformer with a special plug for 12-15V/DC supply within the terrestrial or air ambulance | |
| • Must comply with international standards ICE/EN 60601-1, ISO 10651-3 and RTCA DO-160. | |
| 1.1.2.5 Defibrillator/monitor, one piece (1) installed with an easy detachment mechanism | |
| General | |
| • Must utilize modern, two-phase technology, with manual and automatic (AED) operation and voice instructions | Retainer for "Monitor/Defibrillator Lifepack 15 (or Zoll propaq plus)" included in the configuration. The AMS cabin interior is equipped with the retainers needed to accomodate the device. |
| • Must be of solid build and made of high quality materials, resilient under rescue conditions, out of hospital (ambulances, mobile units, air ambulances, etc.). The relevant certificates must be submitted. It must comply with the following operating conditions: | |
| * temperature: 0-45 °C | |
| * humidity: up to 95% | |
| * resistance against dust and water: at least IP44 | |
| * high resistance to shock and vibrations: at least a 0,75 meter drop test | |
| • The device must be portable, carried in a case, and feature a carrying handle | |
| • It must be able to be firmly and securely placed on a base designed by the same manufacturer, within the patient chamber. The base will accompany the device and be certified for at least 10 G. | |
| • Its weight must be minimal and must be mentioned, including the battery/batteries and the paddles, in order to be evaluated. | |
| • It must operate with a power supply of 220-240V/AC, 12-15V/DC and with built-in, rechargeable battery/batteries. | |
| • The battery/batteries must be charged regardless of their charging level and with an external 220-240V/AC battery charger, independently of the defibrillator/monitor. The battery (or batteries) must perform at least 300 defibrillations at 150 joules or 5 hours of monitoring, with the battery fully charged | |
| • The defibrillator must be in a position to operate at 220-240V/AC, in the event of an uncharged battery | |
| • There must be a possibility to recharge the battery/batteries via a 220-240V/AC and a 12-15V/DC power supply. For charging from 12-15V/AC within the vehicle, the device must be accompanied by a charging cable and a suitable adapter | |
| • The supplier must indicate the time required for the battery to fully charge (100%), which must be minimal, in order for the machine to be evaluated. | |
| • It must feature reliable battery charge level monitoring | |
| • It must be accompanied by software to send/transfer all data from the device to a computer, and the materials that may be required. Communication of the device with the computer can be achievable wirelessly or via wired connection. | |
| • It is desirable to have a sound assist function during CPR implementation | |
| • It must be accompanied by two (2) rechargeable batteries | |
| Defibrillator | |
| • The maximum delivered energy/power must be at least 150 joules | |
| • It must offer a choice of delivered energy/power in steps, between maximum and minimum power | |
| • It must feature a contact control circuit between the paddles and the patient's body, and an alarm for inappropriate contact notification | |
| • The power selection, as well as charging-discharging must be made via the device's control panel and via the paddles | |
| • Must be able to perform synchronized and asynchronous defibrillation | |
| • Charging time at 150 joules must be a maximum of 10 sec, on new and fully charged battery/batteries | |
| • Must be accompanied by paddles for both adults and children (which are easily discharged), as well as a pair of adhesive disposable pads | |
| • Must have the capability of storing and recording at least a 300-minute ECG in its memory | |
| • Must receive a 12-Lead ECG | |

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| • Must feature a NIBP measurement scale, and be accompanied by the necessary accessories (adult and children cuff) | |
| • Must be able to carry an IBP index scale | |

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| • Must feature a 12-polar ECG auto diagnosis system, supported by the latest algorithm | |
| • Must carry an SpO2 index scale and be accompanied by a multi-purpose adult sensor and a neonatal sensor | |
| • Must carry a built-in EtCO2 measuring amplifier (microstream technology), including the sensors | |
| • Must carry a built-in external bloodless pacemaker with the following features: | |
| * Pacing pulse width: 20 – 40 msec | |
| * Must operate on demand & fixed rate | |
| * Current: 0 – 140 mA | |
| * Pulse: 30 – 170 / min (bpm) | |
| Monitor | |
| • It must feature a high-definition screen. The supplier must indicate its size, which must be as large as possible and at least 6". The monitor must depict the following: | |
| * Value of administered energy/power | |
| * 3 ECG channels | |
| * ECG discharge | |
| * Heart rate | |
| * Waveform and indication of exhaled CO2 (capnographer) | |
| * Pacing rate and paced charge output | |
| * Heart rate alarms with adjustable upper and lower limits | |
| * Saturation of oxygen (SpO2) in numerical value indication and waveform | |
| * Numerical value indication of NIBP and IP | |
| * Graphic display of vital parameters (trend) | |
| * Guidance messages for the operator during automatic operation (AEO) | |
| • Must feature audiovisual alarms with adjustable limits (automatic or manual) for all active patient parameters | |
| • Must receive a 12-Lead ECG, with a switchgear attached to the device, from discharge to discharge, and be accompanied by the necessary lead | |
| Recorder | |
| • Must include a thermal data recorder, with at least one recording speed. Must include the speed of 25 mm/sec | |
| • Must feature automatic or manual recording of the ECG | |
| • Must be able to record three (3) discharges at the same time | |
| • Must be capable of delayed recording for at least 8 sec | |
| • The width of the paper must be at least 80mm | |
| 1.1.2.6 Pulse oximetry and capnography device | |
| Must be new and unused. | |
| • Must be solid and resistant. Designed for heavy use. | |
| • Must comply with the following requirements: | |
| * High resistance to shock and vibrations. | |
| * Operation at humidity up to 95% and temperatures between 0 - 45 °C. | |
| * Its weight must not exceed 500 gr. | |
| • It must be portable, small-volume, and accompanied by a carry case, as well as a protective sleeve, and able to be placed within the patient chamber in a steady and secure position. | |
| • It must be capable of measuring and displaying, via easily distinguishable | Medical loose equipment not offered in the proposal. |
| numerical values, the indications for SpO2, CO2 and a number of beats per minute (BPM) and indications of pulse intensity and signal quality. | |
| • Desirable SpO2 range: 1 to 100%, CO2: 0 to > 75 mmHg and BPM: 30 – 240/min. | |
| • SpO2, CO2 and BPM measurement accuracy: ± 2 units. | |
| • Must feature alarms with predefined limits, with visual and sound indications/notifications. | |
| • Must be capable of carrying sensors of all kinds (multiple-use and disposable) and be accompanied by one (1) multi-use Adult δακτύλου SpO2 finger sensor, as well as an extension cord, and a CO2 sensor. | |
| • Must be capable of operating with alkaline batteries, which must be included on delivery, with continuous operation for at least fifteen (15) hours. | |
| 1.1.2.7 Volumetric intravenous solution injection pump, 2 pieces (two) installed with an easy detachment mechanism | |
| • It must be portable, volumetric and small-volume, featuring at least dual simultaneous intravenous administration of drugs, fluids, solutions and blood. | |
| • It must operate by supplying 12-15V/DC voltage of the helicopter via a suitable plug, via supply voltage of 220-240V/AC, as well as via a rechargeable battery with an autonomy of at least three (3) hours. | |
| • Must me capable of being securely suspended within the patient chamber in a suitable position. | |
| • The settings must appear on a digital screen on the device. | |
| • Must provide an adjustable flow rate of 0.1 to 1.000 ml/h for adults and children. | Retainer for "Syringe Pumps (Qty.2) -Braun" included in the configuration. The AMS cable interior is equipped with the retainers needed to accomodate the device |
| • Must provide a ±5% adjustment accuracy and feature alarms. | |
| • Must be able to calculate the rate of infusion, based on the dose administered with parameters such as: dose, patient weight, amount of drug. | |
| • Must have a bubble removal system, without the need to disconnect the patient. | |
| • Must feature a safety guard that prevents the free or reverse flow during any handling or mechanical malfunctions. | |
| • Must be accompanied by all the components necessary for the full operation of the device. | |
| 1.1.2.8 Portable mechanical serum injection pump, one piece (1) installed with an easy detachment mechanism | |
| • Must be suitable for intravenous treatment or transfusion. | |
| • Must operate autonomously, in a mechanic manner (without batteries, power, or human intervention). | |
| • Must provide constant infusion fluid flow, regardless of discharge rate, even in a changing pressure environment (air ambulances, etc.). | |
| • The use of an I.V. stand must not be necessary. It must be able to be placed on the same level as the patient and even lower. | Medical loose equipment not included. |
| • Must receive flexible injection bags from 250 to 1,000 ml | |
| • Must feature a visual indication of the course of the infusion and the rest of the solution. | |
| • Must be suitable for use in emergencies or disasters. | |
| • Must have a handle for easy transport. | |
| • Its weight must be less than 2 kg. | |
| 1.1.2.9 Cold Light Laryngoscope, one piece (1) | |
| • Must be built according to standard ISO 7376 | |
| • Must consist of a handle and six McIntosh-type No 0, 1, 2, 3, 4, 5 blades | |
| • The handle and the blades must be metal | |
| • The handle must be normal, 28mm in diameter and accept simple alkaline batteries | |


• Must feature a white light, LED-type source (4600 - 5500 °K)

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| • Must provide 500 lux guaranteed lighting at a distance of 20 mm from the edge of the blade and after a given number of kiln as prescribed by ISO 7376 | Medical loose equipment not included. |
| • On the handle, it must be possible to adapt other types of blades (Miller, Variable Edge, etc.) | |
| • The optical fiber should be detachable without the use of tools | |
| • The base on which the lamp is placed must be metal | |
| • The Lot Number or Serial No. must be engraved on the handle and on the blades, for easy traceability. | |
| • Must be accompanied by a special storage and carrying case, with one handle and five (5) blades | |
| • The handle and the blades must be able to heat up | |
| 1.1.2.10 Laryngoscope, neonate (cold light), one Piece (1) | |
| • Must be built according to standard ISO 7376 | Medical loose equipment not included. |
| • Must consist of a handle and three straight blades No 00.0 and 1 Miller type | |
| • The handle and blades must be metallic | |
| • The handle must be thin, 18 mm in diameter and accept simple alkaline batteries | |
| • Must feature a white light, LED-type source (4600 - 5500 °K) | |
| • Must provide 500 lux guaranteed lighting at a distance of 20 mm from the edge of the blade and after a given number of kiln as prescribed by ISO 7376 | |
| • The optical fiber should be detachable without the use of tools | |
| • The base on which the lamp is placed must be metal | |
| • The Lot Number or Serial No. must be engraved on the handle and on the blades, for easy traceability | |
| • Must be accompanied by a special storage and carrying case, with one handle and three (3) blades | |
| • The handle and the blades must be able to heat up | |
| 1.1.2.11 Device for the resuscitation-artificial respiration of patient, one Piece (1) | |
| • Must be multiple-use | Medical loose equipment not included. |
| • The bag and masks must be able to be steam-heated or gas-sterilized | |
| • Must have three pouch tanks with volumes of 200-350, 500-700 and at least 1300 ml suitable for all patient ages (infants, children and adults) | |
| • Must be accompanied by six (6) masks No. 0, 1, 2, 3, 4 and 5, for the entire patient range, whose contact area with the patient is made of soft silicone 100% latex-free to prevent leakage, and be transparent. | |
| • Must have a built-in PEEP valve, or the capability of connecting to one. | |
| • Must have a special oxygen socket connection. | |
| • Must provide a special oxygen-connect connector | |
| • Must come with a case with all the components, easily transported through a suspension strap of special strength | |
| • Must be accompanied by a transparent reserve oxygen bag and oxygen supply tube of at least 1.5 m | |
| • The supplier must submit a comprehensive list of spare parts, in order to be able to repair the device in the event of a breakdown and not to have it withdrawn. | |
| 1.1.2.12 Portable Electric Aspiration, one piece (1) installed with an easy detachment mechanism | |
| • Must be new and unused. Must be solid, resistant, designed for heavy use and fulfill the following requirements: | "Suction Pump Bocard" DB series (3000)" included in the configuration. The AMS cabin interior is equipped with the provision needed to accomodate the device. |
| 3 High resistance to shock and vibrations (relevant info must be provided). | |
| 3 Operational in humidity up to 95% and temperatures between 0 – 40 °C. | |
| • Its weight must not exceed 6 kg, with the battery. | |
| • Must be ergonomic and portable with built-in rechargeable battery. The battery is recharged from 220-240V / AC and 12-15V / DC (via cable and via the wall-mounted charging stand of the same manufacturer) and the device must come with the necessary charging accessories, as well as the wall mount charging-support. | |
| • Must be simple to operate and disassemble its individual accessories and remove the battery easily, without the need for tools | |
| • Its construction must be such that it does not allow the creation of outbreaks of contamination, its cleaning must be easy and its accessories (bottle, suction tube, etc.) that come into contact with the various exudates of the patients must be able to be sterilized in a humid kiln. | |
| • Must be installed and operated in the patient chamber on a charging-support base that makes it easy, secure and safe to install. | |
| • Its suction capacity must be at least 25 l/min and the maximum vacuum reached by the pump, at least 75 Kpa. | |
| • Must have the possibility of continuous (not graduated) adjustment of suction power manually and carry an indicator gauge or digital indication of suction pressure. | |
| • Must have a 1000 ml (1 liter) unbreakable bottle, with safety valve, indications and special protection filter. | |
| • Must have a power indicator and a step-by-step indication of the battery charge level | |
| • When the exudate bottle is filled, it must have a suction stop feature. Must also work with disposable discharge bags | |
| • The duration of full battery charge must be minimal and the device's battery time, with a fully charged battery, must be at least 60 minutes | |
| • Must have antimicrobial and moisture/humidity filter. | |
| • Must have a suction hose, 1.5 m in length (±10%). | |
| • All adjustments must be easy to make, even if the device is mounted on the charging cradle | |
| • Must comply with international safety standards EN 60601-1 & EN ISO 10079-1 | |
| 1.1.2.13 Manual Aspiration, one Piece (1) | |
| • Must be made of patient-friendly PVC | Medical loose equipment not included. |
| • Must be portable and easily disassembled without the use of tools, and easy to clean, disinfect and sterilize its components | |
| • Its weight must not exceed 350 gr, with the discharge container empty, so that it can be used with one hand | |
| • Must have a gap of at least 550 mmHg and a maximum flow of at least 20 l / min | |
| • Must have a disposable collection container of at least 250 ml capacity | |
| • Must be accompanied by a suction tube, an antibacterial filter and a collection container | |
| • The suction nozzle must rotate at least 100° to support the suction | |
| 1.1.2.14 Laryngeal Masks, one set (1) | |
| • Must be disposable and sterilized | |
| • Made of latex-free medical PVC with angular tube of anatomical shape for easier placement | |
| • Equipped with an ergonomically soft and flexible double-barrier cuff with Levin passage for gastric emptying and ventilation with a positive pressure of up to 37 cmH2O | |
| • Must feature a built-in Bite Block, Cuff filling tube, independent of the airway and stabilizer system to prevent displacement | |
| • Must be available in individual pack sizes 1, 2, 3, 4 and 5 | |
| • To be carried in a box or kit ready for immediate use and accompanied by: | |
| 3 A 50 ml syringe for inflating the cuff. | |

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| ☐ Lubricant. | |
| ☐ Adhesive tapes. | |
| ☐ A protective insert against a possible bite (crushing) of the tube. | |

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| 1.1.2.15 Tourniquet, two pieces (2) | |
| • Must be of small size and weight and made of latex-free material and easy and quick to apply (the supplier must mention the relative application time with which complete arterial blood flow arrest is succeeded) | Medical loose equipment not included |
| • Its construction must ensure the practicality of its use and it must be applied to the upper and lower ends in order to completely stop flow of arterial blood, applying clamping | |
| • Its application surface should have a width suitable to prevent injuries to the area of the body being applied | |
| • Must have a locking mechanism to allow the desired pressure to be applied | |
| • The mechanism must allow the rapid release and re-application when required to the patient (supplier must indicate relative time) | |
| • Must feature a surface with a suitable mark indicating the application time | |
| 1.1.2.16 Portable Blood Pressure Monitor, one piece (1) | |
| • The device must be new and unused, and suitable for measuring blood pressure from the arm artery | Medical loose equipment not included |
| • Must be entirely made of latex free material, to avoid skin irritation and allergies | |
| • Must have a high-quality inner tube and cuff with a VELCRO-type closure | |
| • The outer lining of the cuff must feature obvious indications of its correct positioning on the artery | |
| • Must be accompanied by three (3) cuffs (children, adults and overweight) | |
| • The pressure gauge should be round, with clear numbers, accuracy ± 3% from 0 - 300 mmHg | |
| • Must have a sufficient volume of cannula that speeds up the measurement process and a special valve with which we achieve precise regulation of air escape | |
| 1.1.2.17 Cardiology Stethoscope, one Piece (1) | |
| • Must feature a double-sided bell. The long side to be used for adult patients, while the small side is suitable for pediatric or thin patients. | Medical loose equipment not included |
| • A double-band membrane on each side of the bell, alternating between low and high-frequency sounds without the need to invert the bell. | |
| • Must be able to convert the short side into a traditional bell by removing the membrane and replacing it with a suitable rubber ring provided on the package. | |
| • Must be made of solid stainless steel. | |
| • Must have a double-lumen headphone tube. | |
| • Must have a crown and bell membrane that do not freeze the patient | |
| • Must provide high acoustic performance and simplicity of use | |
| • Must provide a warranty of good standing for at least two (2) years. | |
| 1.1.2.18 Emergency Cryothyroid Incision Kit (one-use) sterilized | Medical loose equipment not included |
| 1.1.2.19 Collections of surgical instruments. | Medical loose equipment not included |
| 1.1.2.20 Oxygen supplies | Medical loose equipment not included |
| 1.1.2.20.1 Constant Oxygen Supply | Medical loose equipment not included |
| Oxygen flask or bottles capable of replenishing oxygen without having to be changed or moved. The choice of placement - storage (vertical or horizontal) and safe restraint is left to the inventiveness of the manufacturer in order to avoid diminishing the useful space and the functionality of the patient's chamber. Their restraint is achieved by a special safety mechanism (excluding cloth or elastic straps), easy to use and accessible to the crew and in such a way as not to allow them to be detached from the support surface in case of turbulence. Impact safety must be achieved on these and their components (manometers, etc.) of the crew and patient, as well as the safety of their shutters. If there are doors covering the placement of the oxygen bottles, the opening of these doors should be absolutely unobstructed and not be obstructed by other equipment to be removed or moved. In addition, where the indications of the cylinder gauges are located, the doors shall have a transparent section so that they are not obstructed. | Oxygen bottles not included in the configuration. The AMS cabin interior is equipped with the necessary provisions to accomodate the bottles. |
| The oxygen from the tanks will end up, through a piping system that will have to safeguard against oxygen leakage, in a panel, by means of a mano expander, expelling three (3) atm and a pressure indicator. | |
| The whole system must feature an alarm (audio and visual signal) by reading the information from two (2) sensors in case the oxygen content as well as the supply pressure after the mano expander and the patient are above/below the predetermined limits (alarm max/min). It is desirable to be able to set the limits of the alarm. | |
| The whole system will be accompanied by two (2) oxygen therapy devices, which will be fitted with a Bayonett quick coupler, a flowmeter of 0-15 lt/min and a special housing for fitting a flexible hose for oxygen delivery with a mask or device artificial ventilation (AMBU). | |
| 1.1.2.20.2 Portable Oxygen Supply | |
| Two (2) additional portable oxygen bottles of 400 liters (2 lt x 200 atm) must be provided, stored in a suitably shaped support position in the patient's chamber. The portable bottles have a self-contained and built-in circular flowmeter and are transported in a special pouch made of water-resistant polyamide fabric with the possibility of hanging from the shoulder. They have a French-type lock (female, clockwise, 22.91 mm in diameter and 1.814 mm pitch). It must feature a protective cover of the shutter-flowmeter, safeguarding it against falls. The cover must have a handle to carry the bottle. | Portable oxygen bottle 2 l - not included in the configuration. The AMS cabin interior is equipped with the necessary provisions to accomodate the bottles. |
| Note.: In general, anything concerning oxygen supply equipment should be in line with the relevant European Directives, and in accordance with Greek Legislation. | |
| The medical equipment must be quickly detachable and easily transported off the helicopter, while maintaining its operational autonomy to ensure that the possibility of advanced support for the treatment of severely ill patients, both at the location of the severely injured/ill patient (location of incident, place of pick-up, health centers, etc.) as well as on board the helicopter. | |
| 1.1.3 General Conditions of Medical Equipment | |
| Suppliers are required to provide certified copies of the following certificates, accompanied by an official translation, if they are not submitted in Greek or English. | Documents will be provided in Greek or English |
| Certificate ISO 9001 and/or 13485 must be submitted by Manufacturers of Medical Equipment, subject to certification of manufacture | Provided by equipment manufacturer |
| Certificate ISO 13485, with a certification field in technical support must be provided by the manufacturers of medical equipment, for: | |
| • Defibrillator / Monitor | Provided by equipment manufacturer |
| • Portable Respirator | |
| • Portable Electrical Aspiration | |
| • Pulse Oximeter and Capnographer | Equipment not included |
| The medical device must be CE marked | Provided by equipment manufacturer |
| The supplier is required to provide a good functioning guarantee for at least two (2) years, covering all medical equipment. Thus, the supplier must, at his own expense and care, carry out the adjustment, repair or replacement of a component or appliance due to a manufacturing defect.<br><br>Must be accompanied by a corresponding written original certificate from the manufacturing firm (translated officially in Greek, if it is a foreign firm). Alternatively, the above certificate may also be provided by the official representative of the firm in Greece. | Not included. Warranty and technical assistance will be provided either by the Equipment Manufacturer directly or through the Equipement Manufacturer local official Dealer in Greece. |

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| The supplier must provide a declaration that they will secure all of the means of delivery for a period of at least 10 years, for the following: | |

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| a) Spare parts for basic (fixed) equipment and transportable or detachable (medical) equipment. | Not included.In configuration: Spare parts and technical assistance will be provided either by the Equipment Manufacturer directly or through the Equipmement Manufacturer local official Dealer in Greece. |
| b) Technical and repair support for the above items under items a, supplying items and services in Greece, which will be specific for the medical equipment, must be evidenced in the submission of the certificates of training of the technical personnel, the manufacturing company, the offered models and the types of equipment. | |
| • Insofar as any of the above requirements is not to be met by the supplier himself, they must submit a copy of a contract, concluded by third parties, the supplier who is jointly and severally liable to the contracting authority, who shall be empowered and liable for the maintenance, repair and supply of the necessary spare parts for medical equipment | |
| Especially for the equipment: | Not included , please refer to equipment manufacturer |
| • Defibrillator / Monitor | |
| • Portable Respirator | |
| • Portable Electrical Aspiration | |
| • Pulse Oximeter and Capnographer | Equipment not included |
| Certification of third parties that will be authorized conservators in Greece, according to ISO 13485 with certification field Technical Support, is also required. | Not included , please refer to equipment manufacturer |
| The supplier must submit detailed current pricelists of spare parts for medical equipment. | |
| Especially for Medical Equipment, i.e.: | Not included in Lengardouriencopter proposal, please refer to equipment manufacturer |
| • Defibrillator / Monitor | |
| • Portable Respirator | |
| • Portable Electrical Aspiration | |
| • Pulse Oximeter and Capnographer | Equipment not included |
| The supplier must have calibrated instruments for the control/maintenance/repair of the medical equipment offered. The supplier must submit a list of all necessary checks for all instruments, in accordance with the manufacturer's manual and recent calibration certificates. If the above requirement cannot be satisfied by the supplier, they must submit a copy of a contract between themselves and a third party, who will be liable for its satisfaction. | Not included , please refer to equipment manufacturer |
| A repair maintenance manual. | Not included , please refer to equipment manufacturer |
| A catalog of spare parts in Greek and English. | Not included , please refer to equipment manufacturer |
| The supplier is obligated at their own expense to ensure the training of a sufficient number of Technical Staff of the Service for advanced maintenance (3rd grade): | |
| a) Medical Equipment | Not included , please refer to equipment manufacturer |
| This training must last for a minimum of two (2) days and must include a laboratory session with a simulation of real conditions. Each trainee should be provided with the necessary information and referral material. | |
| Upon delivery of the helicopter, the supplier must also deliver: | N/A (medical equipment not included) |
| • Service and operator manuals for all medical equipment, one set per device. | |

ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

Τεύχος Α'116/17.06.2020

| APPEX B: EQUIPMENT OPTIONS / TRAINING | LEONARDO HELICOPTERS (LH) RESPONSE |
|---|---|
| 1.1 Airframe | |
| Additional parts: | |
| Cable Cutter | "Wire strike protection system" included in the proposed configuration |
| Tinted Overheat Window Glass | Tinted overhead windows are not applicable to the Trekker. Curtains for overhead windows are provided in the proposed configuration in order to shade from the sun. |
| 1.3 Power Plant and Fuel System | |
| Additional parts: | |
| Fuzz Burn Off System | The basic configuration includes pulsed chip detectors. They enables to burn metal particles which are deposited on three chip detectors ( two in the main transmission and one in the tail gearbox) through a dedicated push-button located on the overhead console |
| 4 cell crash -resistant fuel system | "177 USgal crash-resistant fuel system (in lieu of 152 USgal)" - 4 cell included in the configuration |
| Clarification on bullet 2 which states that "Two independent electronic control systems (FADEC) with normal emergency and training operation modes and auto-start" – Is this mode the same with the training mode system? | The FADEC has the training mode capability |
| 1.6 Single Pilot VFR Avionics Package | |
| Additional parts: | |
| Moving Map Display GPS with updated data Base | Not offered due to customer's responses. |
| UHF | "V/UHF AM/FM Flexcomm II RT-5000 Wulfsberg" is listed as Optional Equipment (not included in helicopter price) |
| Weather Radar | "Weather radar RDR 2000 Bendix/King" included in the proposed configuration |
| Please provide details on the avionics package. In addition, please provide other options/packages (eg. with the latest artificial intelligence avionics systems - GARMIN) | The genesys Aerosystems avionic package is described in the dedicated section of the Proposal AW109T-20191101-1. |
| 1.12 Premium Equipment | |
| Additional parts: | |
| Searchlight UHF | Not included since it can't be installed contemporary with the floats |
| Emergency Floats | Included in the configuration. Provisions will be installed on the helicopter. Removable parts will be delivered as loose equipment after delivery |
| 1.13 Miscellaneous /Ground Equipmenty | |
| Additional parts: | |
| Moto tok | "Ground tools kit" (composed of tow bar, ground wheels and lifting tool) are included in the configuration |
| 2.2 Avionics Equipment | |
| Please provide details on the avionics package. In addition, please provide other options/packages (eg. with the latest artificial intelligence avionics systems - GARMIN) | The genesys Aerosystems avionic package is described in the dedicated section of the Proposal AW109T-20191101-1. |
| Clarification: Is the 2nd GPS compatible with LPV Approaches? | The AW109 avionic package is not compatible with LPV approaches. |
| 2.6 Additional Mission Equipment | |
| ULB (under water beacon) | ULB embedded in the "Cockpit Voice / Flight Data Recorder (CVR/FDR)" included in the configuration. |
| Cable/Software for Cockpit Voice / Flight Data Recorder (CVR/FDR) | "Cockpit Voice / Flight Data Recorder (CVR/FDR)" included in the proposed configuration. The item comprises both the cable and the software needed to download the information on ground. |

# ENCLOSURE 2

# TRAINING

## STANDARD TRAINING

Training will be conducted at any Seller's approved facility at Seller's choice depending on availability of Ground School and Helicopter.

### 1. INTRODUCTION

The SELLER is an Approved Training Organisation (ATO) in accordance with EASA Part – ORA and an EASA Part-147 Maintenance Training Organisation (MTO) certified by ENAC – Ente nazionale Aviazione Civile (Italian Civil Aviation Authority – ICAA). The training program developed has been designed to provide the aircrew and the technical personnel with the knowledge and skills that are required to safely operate and maintain the AW109S Trekker helicopter model in accordance with the applicable manuals.

The planning of the training will be agreed prior to the aircraft delivery with Seller Training Academy and the Buyer. It is not guaranteed that Ground and Flight training will be consecutive. Training plans will depend on "Open Courses" availability basing on annual calendar. Where and if possible, the training programme will be harmonised with the delivery of the Helicopter.

### 2. STUDENT CERTIFICATION

At the end of each course the instructor(s) will conduct academic and practical examinations in accordance with the course programs. The Training School will release to the students a Certificate and a Log of the activities performed, as applicable.
It will be the Buyer's responsibility to qualify the students as per the applicable rules in Buyer's country.

### 3. TRAINING PROGRAM

Syllabus and detailed contents of the training courses shall be the ones in force at the Training Academy at the time of training in accordance with the applicable EASA/Part FCL directives, therefore, contents are subject to change.

## 3.1 PILOT TRAINING

Pilot Training consists of Ground Training and Flight Training. Ground training will include traditional classroom instruction while Flight training will consist of briefing/debriefings, instructor demonstrations as necessary and student practice of flying skills and procedures. Flight training will be conducted on Seller's helicopter or on Buyer's helicopter at Seller's sole discreption (for details refer to "General Conditions Ruling Training at the Training School".

Seller shall provide the following pilot training:

### 3.1.1 GLASS COCKPIT AND AUTOMATION MANAGEMENT COURSE

- Number of students: 4

### 3.1.2 A109S TREKKER ADDITIONAL TYPE RATING VFR/IFR

- Number of students: 4

## 3.2 TECHNICIAN TRAINING

Maintenance courses cover the helicopter and/or system maintenance procedure as described in the related maintenance manuals.

The training program will include the following courses:

### 3.2.1 A109S (including Trekker Kit) AIRFRAME MAINTENANCE TYPE TRAINING COURSE CAT B1.3 - THEORETICAL ELEMENTS (ENGINE INCLUDED)

- Number of students 2

### 3.2.2 A109S (including Trekker Kit) AIRFRAME MAINTENANCE TYPE TRAINING COURSE CAT B1.3 - PRACTICAL ELEMENTS (ENGINE INCLUDED) on Customer's helicopter at Customer's premises

- Number of students 2

### 3.2.3 A109S (including Trekker Kit) AVIONIC SYSTEM MAINTENANCE TYPE TRAINING COURSE CAT B2 - THEORETICAL ELEMENTS

- Number of students 2

### 3.2.4 A109S (including Trekker Kit) AVIONIC SYSTEM MAINTENANCE TYPE TRAINING COURSE CAT B2 - PRACTICAL ELEMENTS on Customer's helicopter at Customer's premises

- Number of students 2

## GENERAL CONDITIONS RULING TRAINING AT THE TRAINING SCHOOL

a) The courses shall be conducted at any Seller's approved facilities at the Sellers choice depending on the type of certification and Classroom /Helicopter availability.

b) The training provided with this aircraft purchase agreement shall be used between six months prior to or one year after the aircraft delivery. Unused training entitlement expires one year following aircraft delivery.

c) This Enclosure and relevant rights and obligations are not transferable in total or in part to any third party upon sale of the aircraft by Buyer.

d) Should the Buyer not use any of the benefits and/or rights granted herein for any cause of whatsoever nature except for Seller gross negligence or wilful misconduct, no credit will be recognized in favour of the Buyer for the unutilized part of the training services provided under this Enclosure.

e) The copyright of all supporting material, documentation and training aid produced by Seller for the purpose of Training Services and provided to the Buyer and/or Trainee(s) during the course is owned by Seller. Neither Buyer nor Trainee is permitted to make use of this training documentation for the benefit of third parties or to reproduce any training documentation, material, picture, presentation, multimedia, in whole or part for any reason without prior written permission from Seller.

f) Attending Pilots shall possess a current and valid Helicopter Pilot Licence issued by a civil or state/military (military licence only for Helicopters that will not be registered in a Civil register) Aviation Authority, be single pilot and multi engine rated with at least 70 hours as pilot in command of multi engine helicopters, and hold a current flying medical category. In case of pilots only certified VFR, the Seller shall only provide VFR Type Rating Flying training. Additionally, the attending pilots shall:

- Hold at least the Valid PPL(H) licence or a state/military license and;
- Demonstrate a good command of the English language (ICAO Level 4 as a minimum);
- Further, in case of IFR Training (Instrument Type Rating Training), the applicant shall demonstrate the following:
- Hold at least the Valid PPL(H) license or a state/military license and a valid Multi Engine Instrument Rating (H) with a significant IFR experience on a multi engine turbine helicopter ~~no less than 150 hours of IFR experience~~; and
- Demonstrate to have at least the theoretical knowledge for the ATPL(H) if applicable, and a valid Multi Engine Instrument Rating (H) released by a state/military authority.

Any additional training time required to complete the type rating check will be charged to the Buyer.

g) Technicians shall possess a current Part 66 Aircraft Maintenance Licence issued by a civil

or state/military (state/military licence only for Helicopters that will not be registered in a Civil register) regulatory agency, shall be rated on existing twin engine helicopter model and shall have at least a 2.5-year experience in turbine powered helicopter maintenance.
The attending Technicians shall demonstrate a good command f the English language (ICAO Level 3 as a minimum).
*Note: If the applicant is not in possess of the required license (i.e. license issued by a military or National Regulatory agency), the Certificate released at the end of the courses completion will not include any reference to the Seller MTO and to the approval to EASA Part-147.*
*Note: This course only partially completes the Elements of Part-66 requirements to obtain the Type Ratings and operate as a B1.3 certifying staff.*
*Note: Examination only, in case of failure, might be retaken by the applicant after not less than 30 days*

h) Seller reserves the right to exclude form the Training courses the attending Pilots and/or Technicians who do not meet the above requirements,. in such case Seller will not recognize any credit for the course booked but not used by the Buyer personnel.

i) Pilot flying training shall be conducted either on Seller’s helicopter or on Buyer’s helicopter at Seller’s sole discretion. In case the pilot flying training will require the use of the Buyer’s helicopter, then the Buyer’s helicopter will need to be made available for this purpose, after acceptance and delivery within the Contract. Daily inspections and normal servicing of Buyer’s helicopter during flying training conducted at Seller facilities will be performed at Buyer’s costs. Buyer’s helicopter, systems, spare parts, special tools and GSE, will be utilized, if necessary, for maintenance and/or flight training.

j) Should a Pilot or Technician require a letter of invitation for VISA purposes, the request must be sent with enough notice to the Training Academy Operations Department with the following information:

   a. Training Course Title and Date of Course;
   b. Participants full name, organisation, job title and data and place of birth;
   c. Passport number including dates of issue and expiry;
   d. Fax number, e-mail and postal address;
   e. Date of arrival into and departure.

   Invitation letters will be issued exclusively to course participants.
   Any delay in arriving to the Training Academy’s due to VISA problems will lead to the loss of training related course entitlements.

k) Course Planning. All courses (Ground or Flight) shall be planned as soon as possible and confirmed in writing to the Seller’s Training Operations Department as least two months before the course starting date. Planned courses can be changed up to 8 weeks before the start of the course. Student’s names, bio-data forms, information, passports copies, licences copies and confirmation of experiences must be received 6 weeks prior to the course. Any changes after 6 weeks or non-confirmation of student’s names, bio-data, information, passports, licences and confirmation of experiences prior the start of the course will result in the loss of related training entitlements. Any expenses incurred by the

Seller due to planning amendments or substitutions of students required by the Buyer will be recharged to the Buyer. Non attendance or delay of the Buyer at any of the scheduled training courses, i.e Ground element or Helicopter sorties will result in the loss of the related training activities. Recovery sessions will be planned at a charge at the next available Ground or Helicopter slot.
Should the Buyer personnel do not achieve the required standard at the end of the ground course hours/weeks allocated, Seller, at its sole discretion, will reserve the right to exclude the Buyer personnel form the remaining part of the courses, in such a case, the course will be accounted as fully used by the Buyer and Seller will not recognize any partial credit for the part of the course not used by the Buyer personnel.
Seller has the right to terminate the training for any Trainee any time during a course according to the failure policy as defined in the applicable Exposition Manuals (e.g. disciplinary reasons, underperformance).

l) All Buyer's Trainees shall have with her/him a current and valid passport, visa, license, ready for presentation on arrival at the Training Facilities.

m) Course Group Leader. Buyer will appoint one group-leader for each course, who will be responsible for the students and for all communications with the Seller School staff. To this extent Seller's liability is limited to the accomplishment of the instruction required.

n) All students' expenses for insurance coverage, including Ground and Flight Risks of the Buyer personnel and medical assistance will be borne by the Buyer.

o) Board, lodging and local transportation to - from school location(s), for all the courses to be provided at Seller's facilities, excluding flight tickets to – from Customer's Country and Training Location, will be borne by the Seller.

p) Language. The courses and the classroom texts are in English. Therefore students shall have a good command of the English language, both written and spoken. If translation is required, the Buyer will need to plan this with the Training Academy as soon as possible (at least 6 months in advance) the availability of dedicated courses with translators. It is not guaranteed that it will be possible to organise a dedicated course in the timeframe required by the Buyer. In case of courses with translators, there will be an additional fee for the Buyer and the course duration has to be re considered. No translators provided by the Buyer are permissible in the open courses.

q) Any supporting material, documentation and training aid provided during the courses is intended for training purposes only and may therefore only be used for training purposes during the course. It shall not be used for any other activity including, but not limited to, flight operations or aircraft maintenance by the Buyer and/or his personnel.

r) Helicopter Insurance during the training. Buyer at its sole expenses shall procure and maintain in full force for the entire duration of the training activities a policies of insurance as below:

- Helicopter Liability (including Trainees and other Passenger Liability and Public Liability) in respect of the Buyer-owned helicopter on board of which the training

is carried out in the minimum amounts of 30.000.000 EUR or equivalent in other currencies any one occurrence/ helicopter.
The Buyer shall ensure that the Seller, its officers, directors, employees, agents, the pilot and Seller's training services suppliers shall be named as Additional Insured's in the policy.

- Helicopter Hull All Risks (ground and in flight) including War risks in respect of the Buyer-owned helicopter on board of which the training is carried out. Limit: The Buyer-owned helicopter value.

The Buyer shall furthermore cause the Insurers of the policies to waive their rights of subrogation against Seller, its officers, directors, employees, agents, the pilot and Seller's training services suppliers.

An insurance certificate evidencing compliance with the present clause shall be submitted to Seller at least 15 (fifteen) days before to start the training activity.
Should the Buyer not be able to provide evidence of an appropriate insurance as required above before Training start date, then the Seller, reserve the right to insure the helicopter at its sole discretion for Liability and Hull Risks and the Insurance costs will be charged to the Buyer at a fee of 150 EUR per every 1.000.000 EUR of the helicopter values per Hour of flight.
Buyer and Trainees will also undertake to relieve in writing Seller, its officers, directors, employees, agents, the pilot and Seller's training services suppliers from any damage or claims that may arise from the activity connected with training, including any accident to the helicopter body and/or to a third party.

s) For FAA License Holders Only
The United States Transportation Security Administration (TSA) screens and grants candidates permission to train at all Federal Aviation Administration (FAA) regulated flight schools. BUYER's Personnel are required to complete an application prior to beginning flight training in accordance with 49 U.S.C. 44939 and 49 CFR 1552.
Foreign pilots and non-U.S. citizens/nationals seeking a new initial type rating and pilots requiring recurrent training need to obtain TSA screening and permission to train.
Once our Training Academy confirms the training schedule and course details, foreign pilot candidates need to apply on-line at least 60 days prior to their first scheduled full-flight simulator date.
Without evidence of TSA approval, Seller is not allowed to start any kind of FAA FFS/Helicopter training.

# ENCLOSURE 3

# TECHNICAL PUBLICATIONS

## TECHNICAL PUBLICATIONS

One set of the following technical publications, in English language, will be supplied by the SELLER to the BUYER, together with the HELICOPTER:

### AIRFRAME

- ROTORCRAFT FLIGHT MANUAL in paper format
- AIR VEHICLE MAINTENANCE PLANNING INFORMATION in electronic format via Leonardo AW Customer Portal
- IETP (Interactive Electronic Technical Publication) in electronic format via Leonardo AW Customer Portal
- SET OF SERVICE BULLETINS in electronic format via Leonardo AW Customer Portal
- SET OF INFORMATION LETTERS in electronic format via Leonardo AW Customer Portal

### ENGINES

- PW207C ENGINE MAINTENANCE COLLECTION, provided by Pratt & Whitney Canada through the P&W Customer Web Portal.

### VENDOR ITEMS

A standard list of Vendor Items technical publications selected by the SELLER will be supplied to the BUYER in PDF format through CMP (Component Maintenance Publications) on hard-copy, for informative purposes only.

### TECHNICAL PUBLICATIONS UPDATING

Airframe technical publication updates shall be provided free of charge by the SELLER to the BUYER for a period of 12 years from HELICOPTER delivery.

Engine technical publication updates shall be provided to the BUYER by the relevant manufacturer in accordance with their policy.

Vendor Item technical publication updates shall be provided to the BUYER by the relevant

manufacturers in accordance with their policy.

**FLIGHT MANAGEMENT SYSTEM NAVIGATION DATABASE**

A valid and effective Flight Management System Navigation Database (hereinafter referred to as "NAV DB") cycle shall be provided by SELLER to BUYER as first installation at the time of the HELICOPTER delivery.

NAV DB is designed for use by experienced: (i) pilots who must be thoroughly familiar with and competent in, among other things, the navigation of aircraft and the air navigation equipment being used, and (ii) flight dispatchers, flight planners and others who must be thoroughly familiar with and competent in, among other things, the planning of flights and the computerized flight planning programs being used. The NAV DB does not contain all information necessary to independently conduct instrument or visual flight procedures or plan all aspects of a flight. The NAV DB must be used in conjunction with the appropriate aeronautical charts and other information available to pilots, flight dispatchers, flight planners and others through a variety of sources. Pilots must conduct flight procedures in accordance with the information depicted on aeronautical charts.

BUYER acknowledges and agrees that the NAV DB is effective for the specific 28-day AIRAC (Aeronautical Information Regulation And Control) cycle period applicable to the HELICOPTER delivery date. SELLER has no liability or responsibility of any kind for the use of NAV DB by BUYER after the expiration of its AIRAC effectivity cycle. BUYER agrees that any use of the NAV DB after the expiration date of the AIRAC effectivity cycle will be at the BUYER's sole risk and responsibility.
The NAV DB cannot be used independently or with any software application other than SELLER software installed on the HELICOPTER.
Information contained in NAV DB is independently available from information published by the appropriate governing authority.

Upon the HELICOPTER delivery, the BUYER shall activate, or shall procure that the end user of the HELICOPTER shall activate, an agreement with the Navigation Database Service provider.

# ENCLOSURE 4

# WARRANTY POLICY

## 1. WARRANTY OF NEW MILITARY AGUSTAWESTLAND AIRCRAFT: ONE YEAR/1,000 HOURS

WARRANTY AND REMEDY: SELLER warrants, at the time of delivery, each new military HELICOPTER to be free from defect in material and workmanship under normal use and service. SELLER's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to SELLER's reasonable satisfaction to have been defective within the first 1,000 flight hours of operation or one (1) years after HELICOPTER delivery, whichever occurs first, and reimbursement of reasonable freight charges. For parts subject to retirement life or overhaul period, there will be a prorated charge to the BUYER for the replacement parts, prorating the hours of total use against the then applicable part retirement life or overhaul period. Spare parts installed as warranty replacement on HELICOPTERS which are covered by this new military HELICOPTERS warranty will be warrantied for the balance of the original shipment warranty. Defective parts must be reported in writing to SELLER orders administration within thirty (30) calendar days of being found defective. Warranty replacements may be with either new or reconditioned parts, at SELLER's election. Warranty adjustment is contingent upon the BUYER complying with SELLER orders administration disposition instructions for defective parts. Failure to comply with the terms of this paragraph may, at SELLER's sole option, void this warranty.

*NOTE: Parts, components and assemblies of all new HELICOPTERS may have been restored or reworked due to marks, blemishes, dents or other irregularities incurred during the manufacturing process. Such restoration and/or rework are permitted under SELLER's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.*

**THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (I) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND BUYER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.**

This warranty is the only warranty made by SELLER with respect to new military HELICOPTERS. The BUYER's sole remedy for a breach of this warranty or any defect in a part is the repair or, at SELLER's option, the replacement of HELICOPTER parts and reimbursement of reasonable freight charges as provided herein.

SELLER excludes and disclaims liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including, but not limited to, damage to the aircraft or other property, costs and expenses resulting from required changes or modifications to HELICOPTER components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of HELICOPTER or otherwise.

SELLER makes no warranty, and excludes and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to: (i) work performed by third parties at BUYER's request; and (ii) engines, engine accessories; and (iii) Honeywell EPIC (only for AW139); and (iv) APU & APU accessories (only for AW189); and (v) BUYER-furnished equipment; and (vi) BUYER selected mission equipment.

For any of the aforementioned item the applicable warranty shall be the warranty provided by the appropriate third-party original manufacturer, which BUYER shall be entitled to enforce against such third-party original manufacturer only and not against SELLER. It shall be BUYER's sole responsibility to obtain the warranty documentation in force from time to time from third-party original manufacturer, regardless of whether SELLER shares any such relevant documentation from time to time with BUYER, which documentation shall not be an integral part of this warranty policy.

This warranty shall not apply to any HELICOPTER or part thereof which has been repaired or altered outside SELLER's factory or SELLER service facility in any way so as, in SELLER's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than SELLER genuine parts, or parts approved by SELLER for direct acquisition from sources other than SELLER itself, are not warrantied by SELLER, and this warranty shall be void to the extent that such repairs and alterations, in SELLER's sole judgment, affect the stability, safety or reliability of the HELICOPTER or any part thereof, or damage SELLER genuine parts or SELLER approved parts.

SELLER makes no warranty and excludes and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion, and/or normal wear and tear including paint and environmental damage. SELLER makes no warranty and excludes and disclaims all liability for tires, bulbs and consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. Consumables include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware available to HELICOPTER operators from sources other than SELLER. No person, corporation or organisation, including SELLER service facilities, is authorised by SELLER to assume for it any other liability in connection with the sale of its HELICOPTER and parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof.

**NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANISATION INCLUDING SELLER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.**

## 2. WARRANTY OF PURCHASED BRAND NEW SPARE PARTS, TOOLS/GROUND SUPPORT EQUIPMENT

WARRANTY AND REMEDY: SELLER warrants that, at the time of delivery, each purchased brand new spare part, tool/Ground Support Equipment will be free from defects in material and workmanship under normal use and service and if installed on applicable MILITARY HELICOPTERS model. SELLER's sole obligation under this warranty is limited to:

- Replacement or repair of parts which are determined at SELLER's satisfaction to have been defective within 1,000 flight hours of operation or one (1) year after installation or three (3) years after the delivery of the part to the BUYER whichever occurs first,
- Replacement or repair of tools/Ground Support Equipment which are determined at SELLER's satisfaction to have been defective within one (1) year after the delivery of the item to the BUYER,
- Reimbursement of reasonable freight charges.

Replacement parts, tools/Ground Support Equipment supplied by the SELLER installed as warranty replacement will be warrantied for the balance of the original shipment warranty supplied by the SELLER. For parts subject to retirement life or overhaul period there will be a prorated charge to the BUYER for the replacement parts, prorating the hours of total use against the then applicable part retirement life or overhaul period.

Defective parts, tools/Ground Support Equipment must be reported in writing to SELLER orders administration within thirty (30) calendar days of being found defective. Warranty replacements of parts, tools/Ground Support Equipment may be with either new or reconditioned parts, at SELLER's election. Warranty adjustment is contingent upon the BUYER complying with SELLER orders administration disposition instructions for defective parts, tools/Ground Support Equipment. Failure to comply with all of the terms of this paragraph may, at SELLER sole option, void this warranty.

*NOTE: Parts, components, assemblies, tools/Ground Support Equipment may have been restored or reworked due to mars, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under SELLER's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.*

**THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (I) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND BUYER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.**

## 3. WARRANTY OF PURCHASED OVERHAULED SPARE PARTS

WARRANTY AND REMEDY: SELLER warrants that, at the time of delivery, each purchased overhauled spare part will be free from defects in material and workmanship under normal use and service and if installed on applicable MILITARY HELICOPTER models. SELLER's sole obligation under this warranty is limited to:

- Replacement or at SELLER's option, the repair of parts which are determined at SELLER's satisfaction to have been defective within 1,000 flight hours of operation or one (1) year after installation or two (2) years after the delivery of the part to the BUYER whichever occurs first
- Reimbursement of reasonable freight charges.

Replacement parts supplied by the SELLER installed as warranty replacement will be warrantied for the balance of the original shipment warranty.

For parts subject to retirement life or overhaul period there will be a prorated charge to the BUYER for the replacement parts, prorating the hours of total use against the then applicable part retirement life or overhaul period.

Defective parts must be reported in writing to SELLER orders administration within thirty (30) calendar days of being found defective. Warranty adjustment is contingent upon the BUYER complying with SELLER orders administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at SELLER's sole option, void this warranty.

*NOTE: Parts, components and assemblies may have been restored or reworked due to mars, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under SELLER's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.*

**THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (I) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND BUYER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.**

## 4. WARRANTY OF PURCHASED USED / REPAIRED / RECONDITIONED PARTS

WARRANTY AND REMEDY: SELLER warrants that, at the time of delivery, each purchased used/repaired/reconditioned spare part and each BUYER's property part repaired and/or overhauled by the SELLER will be free from defects in material and workmanship under normal use and service and if installed on applicable MILITARY HELICOPTER- models. SELLER's sole obligation under this warranty is limited to replacement or at SELLER's option, the repair of parts which are determined at SELLER's satisfaction to have been defective within 500 flight hours of operation or six (6) months after installation or one (1) year after the delivery of the part to the BUYER, whichever occurs first, and reimbursement of reasonable freight charges.

For BUYER's property part repaired and/or overhauled by the SELLER, the warranty applies only to the replaced parts and workmanship involved in the repair/overhaul.

Replacement parts supplied by the SELLER installed as warranty replacement will be warrantied for the balance of the original shipment warranty or the spare part warranty.

For parts subject to retirement life or overhaul period there will be a prorated charge to the BUYER for the replacement parts, prorating the hours of total use against the then applicable part retirement life or overhaul period.

Defective parts must be reported in writing to SELLER orders administration within thirty (30) calendar days of being found defective. Warranty adjustment is contingent upon the BUYER complying with SELLER orders administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at SELLER's sole option, void this warranty.

*NOTE: Parts, components and assemblies may have been restored or reworked due to mars, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under SELLER's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.*

**THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (I) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND BUYER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.**

## 5. SPARE PARTS WARRANTY EXCLUSIONS AND DISCLAIMERS

The following warranty exclusions and disclaimers apply to each of the spare parts warranties described under articles 2, 3 and 4 above.

This spare parts warranties described under articles 2, 3 and 4 above are the only warranties made by SELLER with respect to spare parts, whether brand new, overhauled, or used / repaired / reconditioned. the BUYER's sole remedy for a breach of any such spare parts warranty or warranties or for any defect in a part covered by any such spare parts warranty or warranties is the repair or, at SELLER's option, the replacement of HELICOPTER parts and reimbursement of reasonable freight charges as provided herein. SELLER excludes and disclaims liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including, but not limited to, damage to the aircraft or other property, costs and expenses resulting from required changes or modifications to HELICOPTER components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of HELICOPTER or otherwise.

SELLER makes no warranty, and excludes and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to: (i) work performed by third parties at BUYER's request; and (ii) engines, engine accessories; and (iii) Honeywell EPIC (for AW139 only); and (iv) APU & APU accessories (for AW189 only); and (v) BUYER-furnished equipment; and (vi) BUYER selected mission equipment.

For any of the aforementioned item the applicable warranty shall be the warranty provided by the appropriate third-party original manufacturer, which BUYER shall be entitled to enforce against such third-party original manufacturer only and not against SELLER. It shall be BUYER's sole responsibility to obtain the warranty documentation in force from time to time from third-party original manufacturer, regardless of whether SELLER shares any such relevant documentation from time to time with BUYER, which documentation shall not be an integral part of this warranty policy.

This warranty shall not apply to any part which has been repaired or altered outside SELLER's factory or SELLER service facility in any way so as, in SELLER's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than SELLER genuine parts, or parts approved by SELLER for direct acquisition from sources other than SELLER itself are not warrantied by SELLER, and this warranty shall be void to the extent that such repairs and alterations, in SELLER's sole judgment, affect the stability, safety or reliability of the HELICOPTER or any part thereof, or damage SELLER genuine parts or SELLER approved parts.

SELLER makes no warranty and excludes and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion, and/or normal wear and tear including paint and environmental damage. SELLER makes no warranty and excludes and disclaims all liability for tires, bulbs and consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at

scheduled intervals shorter than the warranty period. consumables include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware available to HELICOPTER operators from sources other than SELLER.

No person, corporation or organisation, including SELLER service facilities, is authorised by SELLER to assume for it any other liability in connection with the sale of brand new spare parts, nor to make

**ANY WARRANTIES NEITHER BEYOND THE FOREGOING WARRANTY NOR TO CHANGE ANY OF THE TERMS HEREOF. NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANISATION INCLUDING SELLER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER [1]**

[1] For engines, engine accessories, Honeywell EPIC (only for AW139), APU & APU accessories (only for AW189) the BUYER may obtain the warranty documentation by accessing to the relevant third-party original manufacturer websites or to the following contact:
Microturbo APU for AW189: www.microturbo.com
GE engine for AW189: http://www.geaviation.com or contact General Electric Company, GE Aircraft Engines - 1000 Western Avenue - Lynn, MA 01910 U.S.A. - Attn: CT7-2E1 Warranty Manager M/S 34010
Pratt&Whitney engine: http://www.pwc.ca/en/service-support/warranty-service-policies#3
Honeywell EPIC for AW139: https://myaerospace.honeywell.com/ or contact aerospacewarranty@honeywell.com

## 6. WARRANTY CLAIMS SUBMITTAL

This paragraph is provided to assist the BUYER in filing for warranty coverage against new MILITARY HELICOPTERS, spare parts and tools/Ground Support Equipment purchased from SELLER.

Included are the terms and conditions of MILITARY HELICOPTERS, spare parts and tools/Ground Support Equipment warranties.

The options made available by SELLER to the BUYER to submit warranty claims are described herein.

### 6.1 Warranty Claim Submittal Using the Leonardo Helicopters Online System

Warranty claims shall be submitted to SELLER orders administration by filling the maintenance malfunction information report (MMIR) electronic form available through the SELLER online system “Leonardo AW Customer Portal”:

www.leonardocompany.com/customer-support/elicotteri-helicopter/customer_portals/leonardo

Please refer to “Leonardo AW Customer Portal” user guide and relevant service information letters for detail of the available solution.

### 6.2 Other Means for Warranty Claim Submittal

In case the BUYER is not able to apply the provisions at § 6.1 they shall contact the Customer Support point of contact in order to define the alternate means for warranty claim submittal.

| | |
|---|---|
| **IN ITALY**<br>Leonardo S.p.A.<br>Leonardo Helicopters<br>Logistic Centre<br>Customer Support & Services ITALY | E-mail: refer to your Customer Support Manager |
| **IN USA**<br>AgustaWestland Philadelphia Corporation<br>Warranty Department<br>3050 Red Lion Road<br>Philadelphia, PA 19114 - U.S.A. | Phone: +1 215 281 1456<br>Fax: +1 215 281 1366<br>E-mail: refer to your Customer Support Manager |

| | |
|---|---|
| **IN MALAYSIA**<br>AgustaWestland Malaysia SDN.BHD.<br>Hangar B, Old Cargo Complex SAAS International Airport<br>47200 Subang, Selangor Darul Ehasan - MALAYSIA | Phone: +60378423026<br>Fax: +60378423029<br>E-mail: refer to your Customer Support Manager |
| **IN BRAZIL**<br>AGUSTAWESTLAND do BRASIL LTDA.<br>Avenida Alberto Jackson Bayton, 2784<br>06276-000 Osasco – Sao Paulo – Brasil | Phone: +55 11 3658 3344<br>Mobile: +55 11 992 186 024<br>E-mail: refer to your Customer Support Manager |

## 7. WARRANTY REMEDIES

SELLER provides BUYER with several options for resolving covered warranty issues.

Warranty claims have to be submitted to SELLER through the MMIR form.

Warranty eligibility will be evaluated using the information provided through the maintenance malfunction information report (MMIR) form. Provided that all required information is submitted on time, SELLER standard timeframe for MMIR evaluation is 3 days. SELLER will issue a warranty reply memo (WRM) which includes information about warranty acceptance or refusal and detailed instruction for processing the warranty claim.

The applicable warranty remedies are described below.

### 1.1 Remedy 1: Have the Part or Tool/Ground Support Equipment Repaired Locally and Request Warranty Credit

BUYER can ask to repair the discrepant part or tool/Ground Support Equipment at its own facility or have it repaired at a local SELLER approved repair facility:

A) Prior to proceeding with repair execution, BUYER shall provide SELLER orders administration with a repair quote together with the MMIR form. (BUYER shall specify either warranty credit for local repair at approved facility, or warranty credit for local repair at BUYER's facility),

B) Upon approval of the repair quote from SELLER and completion of the repair activity, BUYER is requested to provide SELLER orders administration with:

- A copy of the tear down report detailing parts replaced and reason for replacement
- A copy of the work order or the invoice detailing the work accomplished. BUYER shall annotate the MMIR number on the invoice.
- In case the repair quote is rejected then refer to paragraph 7.2

C) SELLER will then issue a WRM to confirm the warranty credit in accordance with the original approved quote.

### 1.2 Remedy 2: Return the Part or Tool/Ground Support Equipment to Seller for Repair

BUYER can ask to return the discrepant part or tool/Ground Support Equipment to SELLER for repair under warranty:

A) BUYER shall submit to SELLER a properly filled out MMIR form together with all documents necessary (i.e. component return tag, component log card as applicable) for the evaluation and specifying:

- Request SELLER to repair the part or tool/Ground Support Equipment under warranty.

B) Upon receipt of all the above-mentioned documents, SELLER will issue a WRM to inform BUYER about warranty acceptance or refusal. In case of acceptance WRM will include return material authorisation (RMA) number and detailed instruction to return the discrepant part or tool/Ground Support Equipment (core) to SELLER.

C) After the receipt of the RMA BUYER shall return within 30 calendar days the unserviceable item to SELLER (as defined in § 8)

D) The part or tool/Ground Support Equipment will be repaired and then returned to the BUYER, delivery at place (DAP) Incoterms 2010, BUYER premises. Parts or tools/Ground Support Equipment repaired under warranty are not subject to prorated charges.

### 1.3 Remedy 3: Submit a Warranty Claim for Replacement Part or Tool/Ground Support Equipment

A) BUYER shall submit to SELLER, a MMIR form for a replacement part or tool/Ground Support Equipment. The MMIR will have to include all the supporting documentation (component return tag, component log card) as applicable.

All items will be shipped after approval of the warranty claim and issuance of the WRM (depending on availability), delivery at place (DAP) Incoterms 2010, BUYER premises. Replacement of "next higher assembly" will not be covered.

In case of "aircraft on ground" (AOG) events, SELLER will process the warranty claim through its fleet operations centre ensuring a rapid response to achieve the most demanding fleet availability levels required by BUYER.

B) The WRM will include information about warranty acceptance or refusal including detailed instructions for processing the discrepant part (core), as applicable:

- Return the core to the SELLER address indicated in the WRM (refer to paragraph 8). WRM will also include return material authorisation (RMA) code within thirty (30) calendar days after the shipment of the replacement part from the designated SELLER facility. if the core is not received within the thirty (30) calendar days, BUYER will be invoiced and the BUYER spare part account will

be debited for the price of the replacement part and the warranty action will be considered closed,

- Scrap the core on site. In this case unserviceable parts and material when removed from HELICOPTER will remain property of the HELICOPTER operator and scrapped under the responsibility of the HELICOPTER operator in accordance with its national authority rules and legislations. They cannot be offered by the HELICOPTER operator as scrap without being mutilated or destroyed rendering them unusable and unacceptable for their intended use and installation on HELICOPTER.

BUYER can place a warranty claim without requesting a replacement part (e.g. BUYER has already his own part available at stock), in this case BUYER can request SELLER for a credit note.

## 8. CORE RETURN PROCEDURE

The present core return procedure to SELLER shall apply to the return of a discrepant part to SELLER as a result of a replacement part or tool/Ground Support Equipment provided under warranty or for the return of discrepant part or tool/Ground Support Equipment to SELLER for repair under warranty.

A) BUYER shall provide SELLER with advance copy of the correct documentation applicable to the components to be returned, submitting it together with the MMIR form. Parts returned without the correct documentation cannot be received, repaired or restored to service. Consequently such parts can no longer be used; therefore SELLER requests to BUYER to take the necessary actions to assure that the following documentation is correctly issued and returned:

- COMPONENT TAG
  The maintenance organisation in charge of the component removal shall fill out a component tag indicating its serviceability or unserviceability status and the reason for removal in English language. The component tag shall be properly signed by a certifying staff or a certified mechanic of the maintenance organisation.
- ASSEMBLY HISTORICAL RECORD / LOG CARD (whenever applicable)
  The assembly historical record (or log card), whenever applicable for a component, typically for life limited components or subject to scheduled overhaul or inspections, shall report all the applicable data (e.g. reason for removal, aircraft total time/landings, assy life total time, assy life time since overhaul, etc.) in English language and shall be properly signed by a certifying staff or a certified mechanic of the maintenance organisation.
  In the event that the BUYER uses a form different from SELLER log card template to track component records, the same data as per SELLER log card template shall be recorded, in English language, and shall be properly signed by a certifying staff or a certified mechanic of the maintenance organisation.
- MMIR FORM
  A copy of the completed MMIR form, properly filled out shall be returned with the core and a copy of the MMIR form shall be accessible and visible from the outside of the shipping container.

## 9. UNUSED COMPONENT RETURN

If any Component has been wrongly ordered by the BUYER, such unused Component may be returned to the SELLER upon the following conditions: the SELLER reserves the right to evaluate the requirement based on the specific situation, defining the applicable fee. The notification shall be submitted within fifteen (15) days from the serviceable Component shipping date and will be subject to a minimum fee of 20% of related Component price.

Return of unused Component shall comply with the provisions at § 8A.

- RETURN MATERIAL AUTHORISATION (RMA)
  The RMA is a reference code issued by SELLER that shall be obtained by the BUYER via WRM prior to any shipment of material to SELLER designated facilities. A copy of the completed RMA form, properly filled out shall be returned with the core and a copy of the RMA form shall be accessible and visible from the outside of the shipping container.
- CUSTOMS REGULATION
  Customs regulation requires two (2) copies of a commercial invoice stating part number, serial number, nomenclature, quantity, country of origin/manufacture and value for customs.

Components received from BUYER with missing / incomplete documentation cannot be successfully accepted by the SELLER quality incoming and will be quarantined.

In such cases, the following process applies:

- The SELLER will notify the BUYER within fifteen (15) calendar days from the receipt of the Components about the missing / incomplete documentation
- The BUYER to provide the SELLER with the missing documentation and/ or correct information
- After thirty (30) calendar days from the notification, in case of lack of feedback from the BUYER the Component will be returned to the BUYER at his expenses.

  For SELLER property Components, the SELLER reserves the right to invoice the serviceable Component.

  For Components not received by the SELLER the following process applies:

- The SELLER will notify the BUYER about the missing receipt of the Component
- After thirty (30) calendar days from the shipment of the serviceable Component to the BUYER, or from the RMA supply to the BUYER (where no serviceable Component shipment is foreseen) the SELLER reserves the right to cancel the RMA informing the BUYER accordingly.

  For SELLER property Components, the SELLER reserves the right to invoice the serviceable Component.

B) Core return shipping is at SELLER expense by using SELLER designated freight collect means (EX WORKS BUYER facility, incoterms 2010).

If SELLER designated freight collect means can't be used by the BUYER, BUYER is requested to contact SELLER orders administration for authorisation to use different freight collect means.

Unauthorised BUYER freight collect means will not be reimbursed by the SELLER.

*NOTE: BUYER facility is intended as the facility where the SELLER supplies the Components to the BUYER on regular basis (BUYER Logistic Hub). BUYER facility is used for both the return of unserviceable Components by the BUYER (i.e. EXW Incoterms 2010) and for the supply of serviceable Components by the SELLER (i.e. DAP Incoterms 2010) from any of the SELLER facilities.*

# ENCLOSURE 5

# ACCEPTANCE FLIGHT CHECK LIST

# AW 109 TREKKER

## ACCEPTANCE FLIGHT CHECK LIST

MARKS ..... S/N .....

OWNER .....

**All checks and manoeuvres shall be performed in accordance with the procedures and limitations described in the relevant chapters of the applicable flight manual.**

| | | | | | |
|---|---|---|---|---|---|
| Date : | ..... | Airport : | ..... | | |
| AW PILOT | ..... | CUST PILOT | ..... | | |
| | ..... | | ..... | | |
| | ..... | | ..... | | |
| Fuel : | ..... | GW : | ..... | CG : | ..... |
| QNH : | ..... | | | OAT : | ..... |
| T.O. : | ..... | LAND : | ..... | FL.TIME : | ..... |

SYMBOLS : V SATISFACTORY O UNSATISFACTORY N.A. NOT APPLICABLE

AW PILOT .....

CUSTOMER .....

| | | |
|---|---|---|
| **1.** | **PRE STARTING CHECKS** | |
| 1.1 | Seats, belts, harnesses | |
| 1.2 | Flight controls CENTERED/Collective Full Down | |

| | | |
|---|---|---|
| 1.3 | Battery (volts ..) | |
| 1.4 | Caution and warning lights check | |
| 1.5 | Fire warning lights check | |
| 1.6 | Voice warning generator check | |
| 1.7 | Internal/external lighting check | |
| 1.8 | Fuel quantity | |
| **2.** | **ENGINES START** | |
| 2.1 | Engine N. 1 Tot. MAX | |
| 2.2 | Engine N. 2 Tot. MAX | |
| 2.3 | EFIS Pilot and Copilot SET | |
| 2.4 | MVG MAP check | |
| 2.5 | PMS @ FLT : 100% NR - Tq or ITT Matched (load share switch check) | |
| 2.6 | Fuel system check | |
| 2.7 | Flight controls check | |
| 2.8 | Hydraulic systems check | |
| 2.9 | AC/ DC electrical check | |
| **3.** | **BEFORE TAKE OFF CHECKS** | |
| 3.1 | Force trim check | |
| 3.2 | AFCS pre flight TEST | |
| 3.3 | FMS Flight Plan check | |
| 3.4 | Baro Altimeters check | |
| 3.5 | VSI - check zero | |
| 3.6 | Radar altimeter check reading ground | |
| 3.7 | Pitot heaters check | |
| 3.8 | Cabin heater check | |
| 3.9 | Air conditioning system check | |
| **4.** | **HOVERING FLIGHT** | |
| 4.1 | NR 100% - NR 102% - NR AUTO | |
| 4.2 | Vibration level check | |
| 4.3 | Eng. N. 1 power check | |
| | OAT ..... ALT ..... TQ ..... | |
| | N1 ..... TOT ..... NR ..... | |
| 4.4 | Eng. N. 2 power check | |
| | OAT ..... ALT ..... TQ ..... | |
| | N1 ..... TOT ..... NR ..... | |
| 4.5 | AFCS Basic Modes ATT/SAS (FORCE TRIM OFF) check | |
| 4.6 | AFCS Upper Modes HOV/RHT MODE.....T UP MODE..... | |
| | | |
| **5.** | **LEVEL FLIGHT** | |
| 5.1 | 70 KIAS Check NR 100% | |
| 5.2 | Vibration level up to VH check | |
| 5.3 | FLT Controls position check (VH – MCP climb) | |
| 5.4 | Systems operation check | |
| 5.5 | Windshield wiper ON (if wet) | |
| 5.6 | Cruise at MCP | |

| | | |
|---|---|---|
| 5.7 | ALT ..... OAT ..... TQ ..... IAS ..... | |
| 5.8 | COMM. | |
| | VHF1.....VHF2.....TRANSPONDER..... | |
| 5.9 | NAV. | |
| | VOR1.....VOR2.....DME.....ADF..... | |
| 5.10 | EFIS Systems check | |
| | RADIO ALTIMETER.....WEATHER RADAR..... | |
| | FMS.....TAWS.....TAS..... | |
| | | |
| 5.11 | AFCS Upper Modes check | |
| | HDG mode.....ALT mode.....ALTA mode.....VS mode..... | |
| | IAS mode..... | |
| 5.12 | AFCS Flight Director Modes check | |
| | VOR mode.....VAPP mode.....NAV/ILS mode.....NAV/FMS mode..... | |
| | NLOC/NGS mode.....GA mode..... | |
| | | |
| 5.13 | AUTOROTATION @ 75 kts check | |
| | ALT.....OAT.....NR.....FUEL..... | |
| | FLT Controls Position.....Power Recovery/Engines Response..... | |
| 5.14 | IFE checks | |
| **6.** | **LANDING** | |
| 6.1 | Landing | |
| 6.2 | PMS @ Ground Idle | |
| 6.3 | PMS OFF | |
| 6.4 | Rotor brake | |
| 6.5 | Check for int. or ext. leaks | |
| 6.6 | Complete records | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# ENCLOSURE 6

# ADVANCE PAYMENT BANK GUARANTEE FORM

Advance Payment guarantee Draft

**Advance Payment Guarantee No. .....**

**Draft re bank guarantee issued directly to the DONOR (as sole beneficiary of the guarantee)**

We have been informed that a contract, hereinafter "Underlying Contract", has been concluded on ..... under ref. No. ..... between you, as Seller (hereinafter "Principal"), the HELLENIC MINISTRY OF HEALTH of the Republic of Greece, as Buyer, and the STAVROS S. NIARCHOS FOUNDATION FOR CHARITY, as Donor, for ..... at a total price of ..... and that the Underlying Contract stipulates that an advance payment in the amount of .....% of the total price be effected against an Advance Payment Guarantee. Pursuant to the Underlying Contract the total price is payable to the Principal by the Donor for and to the benefit of the Buyer and the Donor is the party entitled to receive, as sole beneficiary, any return of the Advance Payment Guarantee.

This being premised, we, THE BANK ..... hereby irrevocably undertake to pay you within 3 calendar days from your written demand for payment an amount up to

(in words:)

provided your demand for payment is simultaneously supported by your written statement (whether in the demand itself or in a separate document(s) accompanying the demand and referred to in it) stating

a) that the Principal is in breach of his obligation(s) under the Underlying Contract, and

b) the respect in which the Principal is in breach, and

c) that the obligation(s) in respect of which the Principal is in breach is/are covered by the present guarantee and that you are therefore entitled to demand repayment of the advance payment up to the amount of the demand for payment.

For the purpose of identification, your request in writing should be presented to us through the intermediary of any first bank confirming that the signatures thereon are legally binding upon you.

This guarantee shall come into force as soon as the advance payment is received by us, in favor and at the free disposal of the Principal IBAN Code _____.

*The amount of the Advance Payment Bank Guarantee will be automatically reduced upon receipt by us of copies of the commercial invoice and of the acceptance certificate signed by You, and stating the amount of the reduction.*

This guarantee shall expire as soon as the Acceptance Certificates of the Helicopters will be issued, but, in any case, not later than 31 **December 2021**, unless your written claim under this guarantee in accordance with the above-mentioned conditions has reached us in Milan by the end of that day.

After this date, our guarantee will be completely valueless even if not returned to us. However, the original of the same must be returned to us for sake of administrative regularity.

Advance Payment guarantee Draft

This guarantee is not transferable or assignable without our prior written consent.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 (URDG).

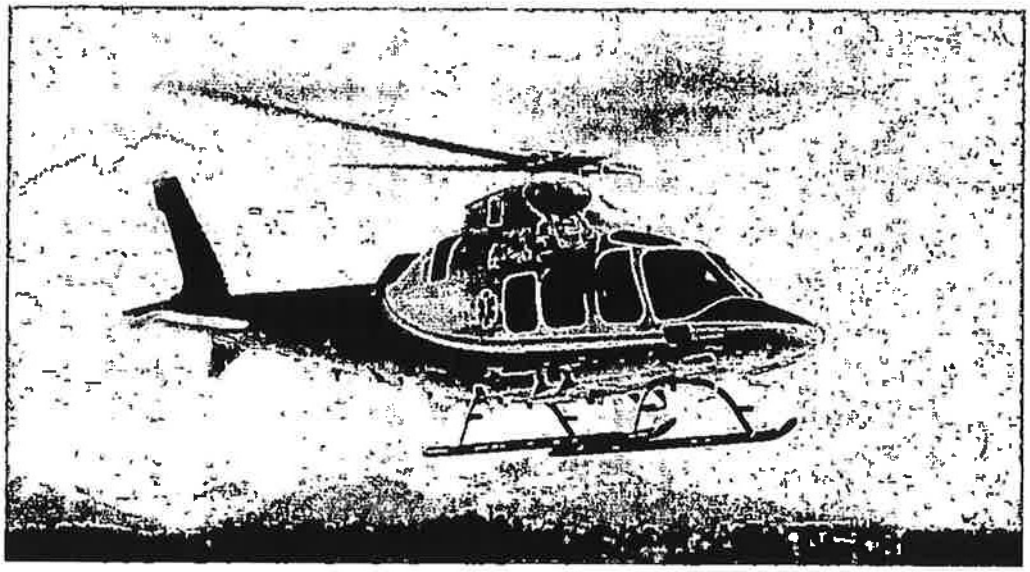
# AW109 TREKKER
# FULL COMPONENTS PLAN

## BETWEEN

# Leonardo S.p.a.

## AND

# Hellenic Ministry of Health



**Contract Number: CST/2020/CDG016**

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This Full Components Plan Agreement, hereinafter also referred to as the "AGREEMENT", is made by and between:

**LEONARDO S.p.a.**, an Italian company having its registered office in Piazza Monte Grappa 4 – 00195 Rome, Italy, issued and paid in share capital of Euro 2.543.861.738,00, registered with the Companies' Registrar of Rome, Italy, at No. 00401990585, VAT Identification Number (IT) 00881841001 acting through its Helicopters Division

hereinafter referred to as "**COMPANY**";

and

**HELLENIC MINISTRY OF HEALTH,** Hellenic Republic, having the Head Office in Athens, Aristotelous Street .nr 17, and Fiscal Code 099017070, D' DOY ATHINON (hereinafter referred to as "CUSTOMER"),

together hereinafter called the "**PARTIES**" and individually a "**PARTY**"

WHEREAS

a) This AGREEMENT is entered into regarding helicopters purchased from COMPANY by the CUSTOMER described as follows:

| | |
|---|---|
| Helicopter Type: | **AW109 Trekker** |
| Helicopters Serial Number: | **22701, 22704** |
| Registration Number: | |
| Operation Type: | **EMS** |
| Operational Bases: | **112 CW/ELEFSIS A.F.B.** |
| TSN at AGREEMENT COMMENCE: | **22701: 4:00**<br>**22704: 7:00** |

The helicopter(s) described above shall hereinafter be referred to as the "**Subject Helicopter(s)**".

b) With this AGREEMENT the Parties wish to set forth the terms and conditions concerning the repair and overhaul services and provisioning of spare parts for the Subject Helicopters as further specified in the AGREEMENT.

c) HELLENIC AIR FORCE (HAF), flight and maintenance operator of the Helicopters, on behalf of Ministry of Health, is an eligible party for direct communication with the COMPANY regarding all the operative aspects related to the management of the

Agreement. In addition the payment due by the CUSTOMER pursuant to this AGREEMENT may be made by HAF in the name and on behalf of the CUSTOMER, CUSTOMER authorization to HAF shall be notified to the Seller as per Article IX hereunder.

Now therefore, the PARTIES agree as follows:

## DEFINITIONS

The following words and phrases, when used in this AGREEMENT, shall have the following meanings.

AOG:

Aircraft on Ground; meaning CUSTOMER is unable to utilize a Subject Helicopter(s) or one of its systems due to the lack of a Covered Component or Part.

Airframe:

Components, parts, structures or systems other than the engines, engine accessories and avionics.

Area Representative:

A COMPANY Customer Support Representative.

Component:

Any self-contained part or any combination of parts or units which perform a distinctive function necessary to the operation of any system that is installed on the Subject Helicopter(s).

Component Historical Record Card:

A document used to record the installation, removal, use, and servicing of a specific component of the aircraft. COMPANY will provide a Component Historical Record Card for each component that has either a Retirement Life or Time Between Overhaul limitations.

Consumables:

Any item that is generally available to the CUSTOMER for part or component installation or servicing through retail aviation vendors, including without limitation: fluids and lubricants, standard aircraft hardware, brake pads, brushes, filters, gaskets, o-rings, and tyres.

Covered Component or Part:

Parts, components which are eligible for replacement under this AGREEMENT, as hereinafter provided for in Article I, and described in APPENDIX A and APPENDIX B.

Customer Obligations:

The obligations of the Customer provided under this AGREEMENT including but not limited to the CUSTOMER payment obligations as referred to in Article VI, customer's obligations set out in Article III and in Plan Procedures in Article IV.

Cycle:

A ground-air-ground (GAG) event (starting, making a flight, landing, and then shutting down) and Repeated Heavy Lift (RHL) or similar operations involving a number of power changes from low torque to high torque and back to low torque.

Detail Part:

A part that is included within the Covered Component as shown in the Illustrated Parts Catalogue.

Effective Date:

The date/point of time indicated on Article VIII.

Engine:

The engine and all of its basic configuration accessories of a Subject Helicopter. The term engine does not include Airframe related hardware.

Fail-on-Fit

The impossibility to install a part on the Subject Helicopter(s) as it does not fit into the provision.

Flight Hour:

Each sixty (60) minute increment of Flight Time, expressed in hours and tenths of an hour.

Flight Time:

The time from which the Subject Helicopter first moves under its own power for the purpose of flight until the time it comes to rest at the next point of landing.

No Fault Found:

Any part, component returned to COMPANY which, after investigation, is found to be Serviceable Component or Part.

On-Wing Maintenance Task:

Maintenance activity that can be undertaken on the Subject Helicopter(s) and/or the Covered Parts or Components installed on the Subject Helicopter(s), required by the IETP - Aircraft Maintenance Planning Information Set Chapters 4 and 5 and performed by CUSTOMER at Line Level, in accordance with the maintenance program applicable to the Subject Helicopter(s) and approved by the competent Authority.

Optional Maintenance:

Any optional maintenance activity in addition to the manufacturer Mandatory Maintenance requirement under AMPI Chapter 5. Optional Maintenance could be based

on the aircraft operation type, the aircraft owner / operator operating procedures or the Civil Aviation Authority.

Overhaul:

The activity of making a component serviceable by disassembly, inspection and replacement of worn parts or time life parts, as dictated by applicable publication's to achieve prescribed operating or design tolerances.

Plan Rate:

The hourly rate set forth in Article II, as may be adjusted or escalated pursuant to the terms of this AGREEMENT.

Retirement Life:

The service life, hours, cycles or calendar life of any part or component as defined by the applicable publication(s) or temporary life/service restrictions, or as determined by the appropriate airworthiness authority.

Serviceable Covered Component or Part:

Any part in satisfactory operating condition as defined by the limits, tolerances, or allowances prescribed by applicable manuals, bulletins, guidelines, specifications, publications, or written instructions from the manufacturer or its representatives and in compliance with all applicable airworthiness directives of airworthiness authority having jurisdiction over the Subject Helicopter(s), including but not limited to all documents required by EASA and/or FAA for the installation of the part in the Subject Helicopter, including an authorised release certificate and records indicating TSN, calendar time and historical relevant duty.

Service Bulletin:

The document used by manufacturers to communicate details of modifications, which shall or may be embodied in helicopters depending on the classification reported in paragraph "Industry support information, including Service Bulletin with compliance time, classified as Alert, Emergency Alert, or Bollettino Tecnico Mandatory, Bollettino Tecnico Mandatory Alert, Alert Service Bulletin, Service Bulletin, Technical Bulletin and Service Bulletin related to product improvement of reliability, enhancement of product capabilities, components obsolescence, optional product customizations, additional kits and equipment.

Shall:

Mandatory compliance required.

Spare Stock

Covered Components and Parts purchased by the CUSTOMER from the COMPANY, held at CUSTOMER's facility.

Time Since New (TSN):

The flight hours on a component or part since it was installed as a new part.

# I. FULL COMPONENT PLAN COVERAGE AND EXCLUSIONS

A. Plan Coverage:

1. Pursuant to the terms and conditions of this AGREEMENT, COMPANY shall provide repair, overhaul, and replacement spare parts for the Subject Helicopter(s) Covered Components or Parts (including Covered Components or Parts subject to Overhaul and/or Retirement life) specified in APPENDIX A (Standard Configuration) and in APPENDIX B (Optional Equipment List), at a specified rate per flight hour.

2. The Covered Component or Part shall mean only Components, and Parts installed on the Subject Helicopter(s).

3. This AGREEMENT shall apply only to:

   i. the original configuration of the Subject Helicopter(s) as it was delivered by COMPANY;

   ii. Covered Component or Part which have been operated, stored, tested, and maintained in accordance with the AW109 Trekker Rotorcraft Flight Manual (RFM), Interactive Electronic Technical Publication (IETP), Service Bulletins, and other written instructions of COMPANY.

   iii. Covered Component or Part purchased by CUSTOMER directly from the COMPANY;

   iv. Covered Component or Part that have been overhauled or repaired by the COMPANY;

4. COMPANY shall have the right to discontinue the supply of a Covered Component or Part which has been superseded by another configuration. In such cases, COMPANY may supply such superseding Covered Component or Part to the CUSTOMER and such superseding part shall be deemed to be a Covered Component or Part for all purposes under this AGREEMENT.

5. Delivery of the Serviceable Covered Components or Parts by COMPANY to CUSTOMER shall be DAP (Incoterms 2010) at CUSTOMER facilities.

6. Delivery of the Unserviceable Covered Components or Parts to be returned by CUSTOMER to COMPANY under this AGREEMENT shall be FCA (Incoterms 2010) at CUSTOMER designated premises.

Time Since Overhaul (TSO):

The flight hours on a component since it was last overhauled.

Unserviceable Part or Component:

Any parts or components that are not serviceable.

Working day

Any day (other than Sunday or bank holiday) on which legal business can be conducted.

Unless otherwise defined above, technical terms or expressions used in this AGREEMENT shall have the meanings commonly accepted in the aviation industry.

B. Plan Exclusions:

(a) The AGREEMENT shall not apply to the following:

1. Covered Component or Part purchased from, or repairs performed by, a source other than COMPANY or other than a source previously approved in writing by COMPANY.

2. Covered Components or Parts removed from service before the COMPANY applicable IETP overhaul, service life or inspection intervals have been reached, due to local airworthiness authority requirements that differ from those of European Aviation Safety Agency (EASA) or Federal Aviation Administration (FAA).

3. Any Component(s) or Part(s) required for any Service Bulletin with compliance time, if the CUSTOMER has exceeded the incorporation date as specified in the Service Bulletin itself, provided that those Components or Parts have been supplied by COMPANY to CUSTOMER in sufficient time for it to have reasonably met such Service Bulletin incorporation date.

4. Aircraft paint, upholstery, carpets, interior and panels.

5. Ground support equipment, tools, fuels, lubricants and consumables.

6. Any optional equipment/kit not defined in APPENDIX B.

7. Any repair or replacement of a Covered Component or Part required as a result of any operation, use, testing or storage of any Covered Component or Part not in accordance with the applicable COMPANY's instructions, or local aviation authority instructions or other applicable publications, or of misuse, foreign object damage, or wrongful act which is not in the line with the applicable AW109 Trekker Rotorcraft Flight Manual (RFM), Interactive Electronic Technical Publication (IETP), Service Bulletins, or any other written instructions of COMPANY, adversely affecting the airworthiness of the Subject Helicopter, or Covered Component or Part.

8. Any repair or replacement concerning a Covered Component or Part which has been removed by CUSTOMER at CUSTOMER's discretion.

9. Any use of the Subject Helicopter(s) that exceeds or deviates from normal parameters as determined by COMPANY's published Rotorcraft Flight Manual (RFM) and Interactive Electronic Technical Publication (IETP) for the Subject Helicopter(s), including without limitation, military and/or armed helicopters or helicopters used in areas of conflict or combat type manoeuvres.

10. Any conditional inspection (such as following hard landing, sudden stoppage, incident, accident etc.) on the Subject Helicopter(s) and subsequent related activities, including values in excess of tolerances published in the

COMPANY's Maintenance or Inspection Manuals recorded as a result of any conditional inspections.

11. Any fluid system contamination, abnormal corrosion/erosion/wear or other abnormal environment related damage to the Subject Helicopter or Covered Component or Part due to CUSTOMER's failure to follow published Maintenance and Inspection Intervals or guidance or operational limitations in the applicable RFM.

12. Any and all types of labour including without limitation gaining access to, removing, inspecting, trouble-shooting, repairing, or reinstalling any Covered Component or Part unless so directed by COMPANY.

13. Any Optional Maintenance or any optional Service Bulletin issued by COMPANY, unless specifically approved in writing by COMPANY.

14. Insurance, customs duties, tariffs, all taxes, including ad valorem, VAT, sales, or use taxes assessed on a Covered Component or Part or services and banking costs and expenses.

## II. PLAN RATE

- The agreed Plan Rates per each Subject Helicopter for the Full Components Plan shall be as follows:

| FULL COMPONENTS PLAN RATE | |
|---|---|
| BASIC HELICOPTER CONFIGURATION*<br>As detailed in APPENDIX A<br>Plan Rate per Flight Hour<br>(Economic condition 2020): | **EUR 907,00**<br>(EUR nine hundred seven, 00) |
| OPTIONAL KITS<br>(only Weather Radar)<br>As detailed in APPENDIX B<br>DELTA Plan Rate per Flight Hour<br>(Economic condition 2020): | **EUR 13,00**<br>(EUR thirteen, 00) |
| Floats & Rafts<br>As detailed in APPENDIX B<br>Fixed Annual Rate<br>(Economic condition 2020): | **EUR 33.160,00**<br>(EUR thirty three thousand one hundred and sixty, 00) |

* The rate covers the AW109 Trekker in Standard Configuration, the PBH for the Engines based on the P&WC - ESP rate (Silver yearly enrolment with compressor turbine cycle per Flight Hour from 0,10 to 2,50) and it includes coverage for parts or components with a price equal or less than the equivalent value of € 200,00 (Two Hundred,00 EUR).

The Plan Rate shall be adjusted annually at the beginning of each calendar year for the whole duration of the AGREEMENT at a fixed rate of two percent (2%) per annum.

The Plan Rate/FH is based upon the purchase of the proposed Safety Stock by the Customer.

## III. CUSTOMER'S OBLIGATIONS

A. CUSTOMER shall operate, maintain, and repair, and/or cause to be operated, maintained, and repaired the Subject Helicopter(s) and its Covered Components or Parts in accordance with the COMPANY's RFM, IETP, Service Bulletins, operating limitations, or the equivalent for the Subject Helicopter(s), as they may be amended from time to time, or other written directions from COMPANY at any time throughout the term of this AGREEMENT.

B. CUSTOMER shall properly record and maintain the logbook and records for the Subject Helicopter(s) recording all Flight Hours and where applicable, calendar times and cycles. CUSTOMER shall record in the logbook of the Subject Helicopter(s) all operating events including abuse or damage, component removal or installation, modifications of the Subject Helicopter(s) or components, repairs or maintenance prescribed by COMPANY, and actions required by the appropriate airworthiness authority.

C. CUSTOMER shall permit inspection of such books and records or shall furnish copies thereof, as requested by COMPANY or its duly authorized representatives.

D. CUSTOMER hereby warrants to COMPANY that at all times, Covered Components or Parts exchanged under the AGREEMENT have been and/or shall be used only on the Subject Helicopter(s), unless otherwise approved or directed in writing by COMPANY.

A. Scheduled Replacement of Overhaul & Retirement Life parts:

1. If the Covered Component or Part to be replaced is subject to Overhaul or Retirement Life as published in the applicable IETP, the CUSTOMER shall submit (i) a zero (0) value Full Components Plan purchase order and (ii) a MMIR Form (Maintenance, Malfunction, Information, Report), as per the format attached in APPENDIX C (including any amendments, modifications or supplements thereof), to COMPANY's Warranty Administration Department using the COMPANY Customer Portal.
As further described on paragraph C below, MMIR Form shall at least provide the information regarding the Subject Helicopter(s) serial number, the part number of the Covered Component or Part and the reason for removal and, together with purchase order, shall be submitted at least sixty (60) calendar days prior to the date the CUSTOMER reasonably expects the Covered Component or Part to reach its scheduled replacement. Within sixty (60) calendar days of receipt of such MMIR Form COMPANY will deliver a replacement component or part to the CUSTOMER. The CUSTOMER shall communicate any changes in the expected "Need Date" to COMPANY throughout this period. Within five (5) Working Days from the delivery of the replacement part from COMPANY to CUSTOMER, CUSTOMER shall complete the MMIR Form including all the supporting documentation (component return tag, components log card) as applicable, together with the relevant purchase order for the replacement part.

2. If any Covered Component or Part with an Overhaul or Retirement Life as published in the AW109 Trekker applicable IETP, is removed from service with more than fifty (50) hours or fifty (50) Cycles remaining, whichever is the lesser, or one (1) month prior to achieving its Retirement Life, unless the removal of the Covered Component or Part is specifically requested in writing either by the COMPANY or the Civil Aviation Authority, COMPANY shall invoice CUSTOMER for an amount equal to the Overhaul or Retirement Life cost per hour, Cycle, or month, whichever is applicable, multiplied by the number of hours, Cycles, or months which exceeds fifty (50) hours, fifty (50) Cycles or one (1) month, whichever is applicable.

B. Unscheduled Repair or Replacement of Covered Component or Part:

1. Except for scheduled replacements of a Covered Component or Part as provided in paragraph IV.A. above, the CUSTOMER shall perform an assessment to determine whether the Covered Component or Part can be repaired as an On-wing Maintenance Task or shall be sent to COMPANY for repair/replacement.

Without limiting the foregoing, it is understood and agreed that in case of multiple unsuccessful repair attempts of a Covered Component or Part carried out by CUSTOMER with consultation from COMPANY's support representative, the condition of that Covered Component or

Part shall be deemed as not repairable as On-wing Maintenance Task.

2. If the CUSTOMER determines that a Covered Component or Part can be repaired as an On-wing Maintenance Task, the CUSTOMER shall place an order for the parts required to perform the repair. COMPANY shall issue a credit note to CUSTOMER for the On-wing Maintenance Task.
COMPANY may, at its option and expense, send an Area Representative to verify the condition of the Covered Component or Part.

3. If the CUSTOMER determines that a Covered Component or Part cannot be repaired as an On-wing Maintenance Task, the following provisions shall apply:

(a) The CUSTOMER shall (i) take a Covered Component or Part from the Spares Stock for installation upon a Subject Helicopter(s), if available and (ii) follow the procedure set out on point (b) below for replacement.

(b) To replace the Covered Component or Part the CUSTOMER shall submit a zero (0) value Full Components Plan purchase order for a replacement of Covered Component or Part and submit the MMIR Form (including any amendments, modifications or supplements thereof), to COMPANY's Warranty Administration Department through the COMPANY Customer Portal. As further described on paragraph D below, MMIR form shall include at least the information regarding the Subject Helicopter(s) serial number, component part number and reason for removal. Within five (5) Working Days following the submission of the MMIR Form, the MMIR Form shall also include all the supporting documentation (component return tag, component log card) as applicable, together with the relevant order for the replacement part.

(c) COMPANY will deliver a Serviceable Covered Component or Part to the CUSTOMER's designated facility in exchange for the CUSTOMER's Covered Component or Part.

(d) For any unscheduled removal of a Covered Component or Part with a Designated Service Life, COMPANY may provide a Serviceable Covered Component or Part replacement which is not new but which has at least 600 hours of Designated Service Life remaining, if a new replacement is not available within a reasonable period.

(e) If the CUSTOMER orders and obtains a replacement for any unscheduled removal of a Covered Component or Part which, at the sole discretion of COMPANY, it could have been repaired as an On-wing Maintenance Task, then the CUSTOMER shall be charged for an amount equal to the difference between the estimated reasonable cost of such repairs, which will be determined solely by COMPANY, and the retail price of the replacement part.

(f) In the case of removal of a Covered Component or Part which is

returned to COMPANY by the CUSTOMER and determined as No Fault Found, the CUSTOMER will be charged a fee for the cost for the replacement or the full price of the replacement.

4. All orders for unscheduled repair or replacement of Covered Components or Parts, or details thereof, shall be placed directly with COMPANY by the CUSTOMER. COMPANY reserves the right to supply new or reconditioned units, at its own discretion.

5. If the CUSTOMER is unable to determine the condition of a Covered Component or Part or requires technical assistance in determining the serviceability of a Covered Component or Part, the CUSTOMER shall contact the COMPANY through its appropriate Area Representative or applicable COMPANY's Customer Support department at the address and telephone number hereinafter set forth in Article IX.

6. All orders or other communications from CUSTOMER shall include a reference to the AGREEMENT number.

C. MMIR (Maintenance, Malfunction, Information Report) Form Notification Process:

CUSTOMER shall submit to COMPANY, in accordance with the process detailed within the COMPANY Customer Portal, a MMIR Form (including any amendments, modifications or supplements thereof), for all Covered Components or Parts replaceable under this AGREEMENT.

In order for COMPANY to activate replacement Covered Component or Part, the MMIR Form shall be initially submitted through the COMPANY Customer Portal, with at least the information about Subject Helicopter(s) serial number, component part number and reason for removal, together with the applicable zero (0) value Full Components Plan purchase order. Within five (5) Working Days from delivery of the Serviceable Covered Component or Part from COMPANY to CUSTOMER, the CUSTOMER shall complete the MMIR Form including all the accompanying documentation, such as component return tag, component log card and any other documentation as set for in the MMIR Form (APPENDIX C), as applicable, together with the relevant purchase order.

Upon receipt of the MMIR Form, COMPANY will provide the CUSTOMER shipping instructions for the return of the Unserviceable Covered Component or Part.
If any mandatory information is missing from the MMIR Form, the CUSTOMER will have fifteen (15) Working Days from the request to complete the MMIR Form by COMPANY, to submit the MMIR Form with the missing information. Should CUSTOMER not provide all the information within this fifteen (15) Working Days period, CUSTOMER will be invoiced for an amount equal to the value of the Serviceable Covered Component or Part.

CUSTOMER may cancel in writing any MMIR Form within seven (7) calendar days from the date of MMIR Form submission without incurring in any charge. MMIR Form cancelled after such period will be subject to a fee of 30% of Covered Component or

Parts current price.

D. Return of Unserviceable Covered Component or Part:

1. Within thirty (30) calendar days of receipt of a Serviceable Covered Component or Part, the CUSTOMER shall return the Unserviceable Covered Component or Part to the COMPANY. Should the CUSTOMER fail to return the Unserviceable Component or Part within such period, COMPANY will invoice the CUSTOMER an amount equal to ten Percent (10%) of the current price of each not returned Unserviceable Covered Component or Parts for each subsequent thirty (30) calendar day period up to ten (10) periods.

2. Any Unserviceable Covered Component or Part returned to COMPANY shall be accompanied by a copy of the final MMIR Form duly submitted as above indicated. As applicable, a properly completed Component Historical Record Card shall also be issued and executed by CUSTOMER in full compliance with applicable legislation.

3. Should the CUSTOMER fail to provide to COMPANY with all the documentation as described on point 2 above within thirty (30) calendar days from the COMPANY's written notification, COMPANY shall have the right: (i) to invoice an amount equal to hundred Percent (100%) of the Serviceable Covered Component or Parts current price provided by COMPANY and (ii) to return to CUSTOMER the Unserviceable Covered Component or Part within the following ninety (90) calendar days, DAP (Incoterms 2010) at CUSTOMER premises.

4. If any Covered Component or Part has been wrongly ordered by the CUSTOMER, such Covered Component or Part shall be returned to COMPANY. COMPANY reserves the right to evaluate the requirement based on the specific situation, defining the applicable fee. All the Covered Component or Part return notification shall be submitted within thirty (30) calendar days from the receipt of the Serviceable Covered Component or Part and will be subject to a minimum fee equal to twenty (20%) of the Component or Part current price. Failing CUSTOMER to submit it within the above period, COMPANY shall have the right to invoice hundred Percent (100%) of the Covered Component or Part current price

# V. LOGISTIC SUPPORT GUARANTEE

1. General Terms

Subject to the terms and conditions of this AGREEMENT being fulfilled, COMPANY agrees to the following support performance to be provided for the CUSTOMER Subject Helicopter(s) starting from the Effective Date.

The Logistic Support Guarantee set out in this Article will not apply to any CUSTOMER helicopter(s) not entered into the AGREEMENT.

2. Service Level:

AOG: All orders relevant to Aircraft On Ground condition shall be identified "AOG" by CUSTOMER on the purchase order and linked to the Subject Helicopter serial number. AOG purchase orders will be checked by COMPANY for the specific Subject Helicopter serial number and only an order of Covered Components or Parts for a quantity equal or less than the total quantity installed on the specific Subject Helicopter will be accepted as AOG. Any additional quantity will not be considered as AOG and will not be covered by this AGREEMENT.

The term AOG does not include instances where the Subject Helicopter(s) is still able to operate with reference to the document entitled Master Minimum Equipment List (MMEL) for the Subject Helicopters model, latest revision, which provides details of which equipment the Subject Helicopter(s) model can continue to operate with despite such equipment being inoperative.

Urgent: All orders for Covered Component or Part replacement on a specific Subject Helicopter serial number.

DSA: The Delivery Schedule Adherence ("DSA") is detailed below, the percentage of Covered Components or Parts delivered at the COMPANY Warehouse Gate (FCA, incoterms 2010), in accordance with the committed delivery time set out by the service information letter GEN-19-081 available in COMPANY'S Web Portal (https://leonardo.agustawestland.com/public/awCustomerPortal/en/mypublications.html), and subsequent revisions. The revision will supersede the previous service information letter applicable to this AGREEMENT after a period of six (6) months from the issue. For sake of clarity, the incoterm "FCA" used in Article V, refers only to the DSA monitoring. The delivery of the Serviceable Covered Components or Parts by COMPANY to CUSTOMER shall be DAP (Incoterms 2010) at CUSTOMER facilities in accord with Article I.A.5.

A. AOG orders

Subject to CUSTOMER presentation of the relevant purchase order, MMIR Form and accompanying documentation as prescribed by this AGREEMENT,
COMPANY shall deliver a replacement Covered Component or Part within twenty-four (24) hours FCA (incoterms 2010) from the receipt of the order.

Table 1 below details the DSA Target COMPANY commits for AOG orders.

**Table 1**

| AOG DSA Target |
|---|
| Eighty-Six percent (86%) |

In case of non-compliance with the applicable delivery time and DSA, the refund scheme as per Article V.C below, shall apply.

B. Urgent Orders

The service delivery performance for urgent orders:
- commits the COMPANY to deliver a replacement Covered Component or Part within 15 (15) calendar days from the receipt of the order, FCA (Incoterms 2010).

Table 2 below details the DSA Target COMPANY commits for urgent orders.

**Table 2**

| Urgent DSA Target |
|---|
| Seventy Five percent (75%) |

In case of non-compliance with the applicable delivery time and DSA, the refund scheme as set out on point C below shall apply.

C. Refund Scheme for Logistic Support Guarantee

The refund shall be a percentage of the total rate billed and paid by the CUSTOMER proportionally to the percentage points of deviation higher than five (5) percentage points, from the agreed DSA for each order level.
A five (5) percentage point tolerance is applied. For deviations higher than ten (10) percentage points, the maximum refund is applied. For details, refer to Table 3.

**Table 3**

| | |
|---|---|
| If DSA is equal or above target | No refund will be due |
| If DSA is below target by less than 5% | No refund will be due |
| If DSA is below target by more than 5% but less than 10% | Refund = [(DSA Target-5%-DSA Actual)/5%] x Max Refund Factor x Paid FH x hourly rate |
| If DSA is below target by more than 10% | Refund = Max Refund Factor x Paid FH x hourly rate |

The refund is calculated yearly at the end of each calendar year from the Effective Date. The refund shall be calculated on the basis of the payments received by COMPANY under the AGREEMENT for the Subject Helicopter(s) for that calendar year. When due, the refund amount will be provided to CUSTOMER through the issuing of a credit to be used for the purchasing by the CUSTOMER of COMPANY's spare parts, tools or services. The refund maximum factors are detailed in Table 4.

**Table 4**

| Category | Refund Max Factor |
|---|---|
| AOG | Five percent (5%) |
| Urgent | Two percent (2%) |

A maximum of seven percent (7%) (AOG + Urgent Refund Max Factor) of the AGREEMENT payments made by CUSTOMER per calendar year can be provided.

The refund scheme shall not apply to the following cases:

- CUSTOMER urgent orders to cover the scheduled replacement of Covered Components or Parts during scheduled maintenance activity.
- Any parts or components or conditions which are excluded from the AGREEMENT coverage as provided on Article I.B.
- In the event each Subject Helicopter(s) Flying Hours exceed four hundred (400) hours in any calendar year, then the refund scheme shall not apply for any Subject Helicopter(s) until the start of the next calendar year.
- If Subject Helicopter(s) is undergoing scheduled maintenance.
- Delays caused by the removal of components or parts from a Subject Helicopter(s) which are subsequently found as "No Fault Found (NFF)" when investigated by COMPANY, except where a "Fail-on-Fit" condition exists. For the purpose of clarity, "Fail-on-Fit" conditions caused by factors not under COMPANY control (for example CUSTOMER installation and troubleshooting errors, etc.) are excluded.

- In the event CUSTOMER fails to pay the fee invoiced for not returning the Unserviceable Components within the timeframe specified in Article IV.D.1.

- Upon signing this AGREEMENT the PARTIES agree to include a Key Performance Indicator ("KPI") measuring the average number of flight hours accumulated by the Subject Helicopter(s). CUSTOMER will use the maximum effort to maintain the subject KPI "Flight Hour / AOG order" above the average of 60 FH / AOG order during each complete calendar year. In case the average KPI "Flight Hour / AOG order" falls below 60, AOG Orders will not be subject to the refund scheme

CUSTOMER's request for refund shall be notified in writing to COMPANY. The KPIs (i.e. "DSA" and "Flight Hour / AOG order") used to measure COMPANY and CUSTOMER performance detailed within this Article can be provided by COMPANY on an annual basis, at the beginning of each new calendar year. COMPANY shall notify CUSTOMER of the calculation and amount of refund, if any, due for DSA of Covered Component or Part provided in the preceding calendar year.

CUSTOMER expressly acknowledges and agrees that the refund payable under this refund scheme shall be the sole remedy available to CUSTOMER for the non-availability of a Covered Component or Part.

## VI. REPORT AND PAYMENT OBLIGATIONS

A. CUSTOMER shall pay to COMPANY every month an amount equal to the total number of Flight Hours for the Subject Helicopter(s) during the preceding month, multiplied by the applicable Plan Rate as set forth on Article II.
Within the first five (5) working days of each calendar month, the CUSTOMER shall submit a completed monthly operating report of the Subject Helicopter(s) actual Flight Hours for the immediately preceding month in accordance with the standard template provided in APPENDIX D (the **"Monthly Operating Report"**), to COMPANY Warranty Administration Department as provided in Article IIX. The Monthly Operating Report shall be submitted whether or not the Subject Helicopter(s) has incurred Flight Time during that calendar month. COMPANY shall invoice CUSTOMER an amount equal to the number of Flight Hours actually utilized during the preceding calendar month, multiplied by the applicable Plan Rate.

B. If CUSTOMER fails to submit the Monthly Operating Report, COMPANY shall invoice CUSTOMER an amount equal to the greatest number of Flight Hours reported by CUSTOMER for any previous months or twenty five flight hours (25), whichever is greater, multiplied by the applicable Plan Rate. This amount will be adjusted on receipt by COMPANY of a Monthly Operating Report from CUSTOMER indicating the actual Flight Hours for the Subject Helicopter(s) for the appropriate reporting period.

C. If during each period of twelve (12) consecutive calendar months after the Effective Date of this AGREEMENT, CUSTOMER has not reached the minimum amount of

three hundred (300) Flight Hours per Subject Helicopter(s) (as average between the total Flight Hours flown by the Subject Helicopter(s) and the number of Subject Helicopter(s)), then COMPANY shall invoice CUSTOMER for the difference between the minimum amount of three hundred (300) Flight Hours in aggregate for all Subject Helicopter(s) and the Flight Hours already invoiced. Notwithstanding the above, should the CUSTOMER advise the COMPANY by written notice to be provided within fifty (15) days after completion of the previous twelve (12) consecutive calendar months period about the reason why the 300 Flight Hours minimum amount has not been reached, the PARTIES in good faith shall jointly agree an alternative acceptable and sustainable way forward. For sake of clarity, in the event that any of the Subject Helicopter(s) is inoperative for expanded periods of time due to unforeseen or un prevented maintenance/repair issues (e.g.: extensive structural repairs due to incident), the COMPANY for the involved Subject Helicopter(s) will not claim payment for minimum amount of three hundred (300) Flight Hours but for a number of Flight Hours as agreed in good faith by the PARTIES.

D. CUSTOMER shall pay the invoices in full within sixty (60) calendar days of the date of the invoice. If any invoice is not paid as herein defined, COMPANY may immediately suspend or terminate all rights of the CUSTOMER under this AGREEMENT. Interest shall accrue on the last due and outstanding amounts at the highest legal rate. CUSTOMER shall pay all reasonable expenses and costs, including court costs and attorney's fees incurred by COMPANY in attempting to recover any sum owed by CUSTOMER to COMPANY under this AGREEMENT.

E. Any amount to be paid to COMPANY under this AGREEMENT shall be paid to COMPANY net of any duty, charge, levy, impost, tax or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) ("Tax"), that therefore shall be borne by CUSTOMER. It is understood that the CUSTOMER shall pay any amount hereunder to COMPANY without any deduction or withholding for or on account of Tax from a payment under the Agreement ("Tax Deduction"). If a Tax Deduction is required by law to be made by CUSTOMER on payment made to COMPANY, the above mentioned amount shall be increased by an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been made.

## VII. WARRANTY

A. COMPANY warrants that each Serviceable Covered Component or Part provided to the CUSTOMER under this AGREEMENT shall be free from any defects in its material being or workmanlike nature under normal use and service. COMPANY's sole obligation under this warranty is limited to replacement or repair, at COMPANY's choice and discretion, of Covered Component or Parts which are determined to COMPANY's reasonable satisfaction to have been defective during the term of this AGREEMENT.

B. It is expressly agreed that the benefits of the warranties granted by COMPANY to CUSTOMER only in relation to the Covered Component or Part provided pursuant to

this AGREEMENT are, to the extent permitted by law, in lieu of any and all warranties whatsoever expressed or implied granted by COMPANY on the Subject Helicopter(s) under the initial sale of said Subject Helicopter(s) to CUSTOMER. All other warranties, whether written, oral, expressed, implied or statutory (including, without limitation, any warranty of merchantability and fitness for particular purpose or against hidden, concealed or latent defect) are excluded. Upon termination or expiry of this AGREEMENT, the warranty granted by COMPANY on the Subject Helicopter(s) shall apply for the remaining period of warranty, if any.

## VIII. DURATION. TERMINATION and EFFECTS OF TERMINATION.

A. This AGREEMENT is valid from the date of signature by both CUSTOMER and COMPANY, it will become effective from the date of delivery of the first Subject Helicopter(s) to CUSTOMER (**"Effective Date"**) and will expire five (5) years after the Effective Date, unless earlier terminated. The term of this Agreement may be extended by mutual agreement for further periods of up to five (5) years, through an amendment signed by the Parties at least six (6) months before each expiry date. The Parties shall negotiate in good faith any appropriate adjustments.

B. Either party may terminate this AGREEMENT immediately upon giving written notice to the other in the event the notifying party learns of the other's insolvency, bankruptcy or similar procedure.

C. Notwithstanding the provisions of paragraph A above, COMPANY may at any time, terminate this AGREEMENT upon thirty (30) calendar days written notice to CUSTOMER in the event that CUSTOMER fails to perform any of its Customer Obligations under this AGREEMENT and has not corrected such breaches within said notice period. In such event, no refund pursuant to Article V.C) shall be paid to CUSTOMER and CUSTOMER shall continue to be liable for all outstanding obligations that have accrued through to the date of termination.

Notwithstanding the provisions of paragraph A above, CUSTOMER may terminate this AGREEMENT upon thirty (30) calendar days written notice to COMPANY in the event that COMPANY fails to perform any of its obligations as outlined in Article I, and has not corrected such failures within such notice period. In such event, a refund pursuant to Article V.C (logistic support guarantee) shall still be paid by COMPANY to CUSTOMER.

D. Upon expiry or termination for any cause of this AGREEMENT, the CUSTOMER shall submit to COMPANY a final monthly report indicating the actual Flight Hours for the Subject Helicopter(s) up to the termination date and COMPANY shall furnish to CUSTOMER a final invoice for unpaid charges for the AGREEMENT up to and including the date of termination. The CUSTOMER shall continue to be liable for all outstanding obligations that have accrued through the date of termination.

# IX. POINTS OF CONTACT AND NOTICES

1. POINTS OF CONTACT

For COMPANY
The AGREEMENT is administered by the COMPANY Warranty Administration Department.

**Leonardo S.p.a. - Helicopters**
Warranty Administration
Attn: Warranty Administration Department
Telephone: +39 0331 664 038
Fax: +39 0331 664 250
E-mail: WarrantyAdministration@leonardocompany.com

Technical/Engineering inquiries shall be directed to:

**Leonardo S.p.a. - Helicopters**
Product Support Engineering
Attn: Mr Roberto Di Procolo
Telephone: +39 0331 915 870
E-mail: roberto.diprocolo@leonardocompany.com

Material/Spare Parts inquiries shall be directed to:

**Leonardo S.p.a. - Helicopters**
Material Department
Attn: Mr Andreas Tenberge
Telephone: +39 0331 940 776
E-mail: andreas.tenberge@leonardocompany.com

Material/Spare AOG inquiries shall be directed to:

**Leonardo S.p.a. - Helicopters**
24.7 Fleet Operation Centre
Telephone: +39 0331 664 444
Fax: +39 0331 664 545
E-mail: 24.7FleetOperationCentre.AW@leonardocompany.com

For CUSTOMER

The relevant point of contact may be CUSTOMER's representative and/or HAF's personnel acting in the name and on behalf of the CUSTOMER.

**CUSTOMER/HAF:**
Contact Name:
Phone Number:
E-mail address:
Address:

2. NOTICES

Any notices to be given under this AGREEMENT by the CUSTOMER to COMPANY shall be delivered by facsimile, e-mail and by registered or first class mail. All notices delivered hereunder shall be deemed given on the date they are transmitted or placed in the hands of the post or courier for delivery, as appropriate.

For COMPANY:

**Leonardo S.p.a. - Helicopters**
Customer Support Management
Attn: Mr. Riccardo Del Duca
Telephone: +39 0331 915 890
E-mail: riccardo.delduca@leonardocompany.com
Address: _____

For CUSTOMER:

CUSTOMER shall provide to the COMPANY the contact information bellow, within 20 days from the activation of this AGREEMENT..

**CUSTOMER:**
Contact Name:
Phone Number:
E-mail address:
Address: _____

## X. TITLE

Title of the Unserviceable Covered Component or Part will pass to COMPANY at delivery (FCA) in accordance with Article I.A.5. Title of the Serviceable Covered Component or Part will pass to CUSTOMER at delivery (DAP) in accordance with Article I.A.6. COMPANY and CUSTOMER warrant that title to the Covered Component or Part will be free and clear of all liens and encumbrances at the time of transfer to the other party and each Party shall deliver to the other such documents as may be necessary to transfer title and release any liens or encumbrances thereon.

## XI. ASSIGNMENT

This AGREEMENT shall not be assignable or transferable by CUSTOMER without the COMPANY's prior written consent (which shall not be unreasonably withheld by the COMPANY). The CUSTOMER shall inform COMPANY in writing and require his consent at least 60 (sixty) days in advance.
COMPANY has the right to assign or transfer this AGREEMENT or its rights and obligations to its controlling, controlled or participated companies within Leonardo S.p.a., group of

companies providing the CUSTOMER with evidences that the contractual obligations shall be performed.

## XII. DISPUTES, APPLICABLE LAW AND JURISDICTION

The construction, interpretation, validity and performance of this CONTRACT shall be governed by the laws of the Republic of Italy.

The Parties irrevocably agree that all disputes arising out of or in connection with to this CONTRACT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Paris (France). The language of arbitration shall be English.

## XIII. FORCE MAJEURE

COMPANY shall not be in breach of this AGREEMENT or liable for failure or for any delay in fulfilling any obligations under this AGREEMENT where prevented from or impeded or delayed in doing so on account of any cause beyond the reasonable control of COMPANY including, but without being limited to, any restrictions imposed by the competent authorities for the "COVID-19", better known as "Coronavirus", strikes, lockouts, riots, epidemics, war, acts of terrorism; governmental regulations; earthquake, flood, fire, explosion and/or other natural physical disaster, acts of God; contamination by radio-activity, toxic, explosive or other hazardous properties; nationalisation, confiscation, sequestration or any other analogous event involving the deprivation of property or possession by any governmental or quasi-governmental body or agency, whether temporary or permanent.

## XIV. AMENDMENTS AND WAIVERS

No amendment to the terms and conditions of this AGREEMENT shall be effective unless made in writing and executed by representatives of both Parties duly authorized to bind the parties in contract.
If any provision of this AGREEMENT is or becomes void or unenforceable by force of law for any reason whatsoever, the other provisions shall remain valid and enforceable (to the extent it is permitted by the applicable law).
Waiver of one provision by COMPANY shall not act as a waiver of that provision for any subsequent performance or as a waiver of any other provision.

## XV. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

A. CONFIDENTIALITY

a. This AGREEMENT is confidential as between CUSTOMER and COMPANY and it is agreed that none of the details connected with it shall be published or disclosed to any third party without the other Party's prior written consent. Each

Party shall (and shall procure that its employees and agents shall) keep all confidential information of the other Party, which is so designated by the disclosing Party, confidential. The receiving Party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving Party's obligations under this AGREEMENT, and shall ensure that such employees, agents or subcontractors, shall keep such information confidential. Information shall not be treated as confidential if the receiving Party can prove that:

i. the information is in, or comes into, the public domain, other than by a breach of the terms of this AGREEMENT; or
ii. the information was in its possession by virtue of being recorded in its files or being in its use prior to receipt from the disclosing Party; or
iii. the information was received from a source other than the disclosing Party through no breach of confidentiality of this AGREEMENT by the receiving Party; or
iv. the information was divulged by the disclosing Party to a third party without restriction as to further disclosure; or
v. the information was not specifically designated confidential by the disclosing Party.

b. The provisions and obligations of this Agreement relating to the Confidential Information shall continue notwithstanding any termination or expiration of this AGREEMENT for a period of twenty (20) years following its termination or expiry.

B. Intellectual Property Rights ("IPR")

a. For the purpose of this AGREEMENT, COMPANY's intellectual property including any intellectual property of COMPANY's licensors and suppliers ("COMPANY's Intellectual Property") shall mean: all inventions (whether patentable or unpatentable and whether or not reduced to practice), all patents, patent applications and patent disclosures, trademarks, trade dress, logos, trade names, brand names and corporate names, together with all translations, adaptations, derivations and combinations thereof, all trade secrets and confidential business and commercial information, know-how, technical data (such as drawings, technical publication specifications, technical information technical instructions, results of tests etc.), software, (including assemblers, applets, compilers, source code and object code, user interfaces and databases and related documentation) and information systems and programs (including data and related documentation), hardware, and all other proprietary rights; and all copies and tangible embodiments of the items described in whatever form or medium.

b. All COMPANY's Intellectual Property shall belong and remain the property of COMPANY or COMPANY's licensors. Nothing in this Agreement grants any ownership rights or any other right in any COMPANY's Intellectual Property to CUSTOMER.

CUSTOMER (a) shall have no right of use the COMPANY's Intellectual Property; (b) shall use all reasonable efforts to safeguard the COMPANY's Intellectual

Property to prevent its disclosure to or use by third parties (which efforts may be consistent with those used in the protection of its own proprietary information of a similar nature provided that in no event shall the CUSTOMER use less than objectively reasonable efforts under the circumstances; (c) shall not disclose, transfer, rent, assign or otherwise make available, the COMPANY's Intellectual Property nor revealing know-how of COMPANY's personnel, to any third party; (d) shall not reverse engineer, reverse assemble, disassemble, or decompile, or copy or make any unauthorized use of the COMPANY's Intellectual Property.

c. Nothing herein shall be interpreted to grant the CUSTOMER with any right or license on any trademarks, logos and/or COMPANY's Intellectual Property related to the service provided under this AGREEMENT.

d. Neither Party shall use the other Party's name, trademarks, service marks or logos for any promotional or publicity purposes without the express written consent of the other Party.

## XVI. ENTIRE AGREEMENT

This AGREEMENT includes all of the above articles, including recitals, appendices as indicated in the index of this document, and any documents to which it makes reference to, together it constitutes the entire agreement.

The terms and conditions of this AGREEMENT supersede and replace all prior agreements, representations, statements and communications, written or oral, between COMPANY and the CUSTOMER relative to the subject matter of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the date written below:

| | |
|---|---|
| **HELLENIC MINISTRY OF HEALTH** | **LEONARDO S.p.a.** |
| VASSILIS KIKILIAS | EMILIO DALMASSO |
| Name in print | Name in print |
| Minister of Health | SVP GLOBAL SALES |
| Title | Title |
| 2020 | 2020 |
| Date | Date |

# APPENDIX A HELICOPTER CONFIGURATION

# HELICOPTER N.1 - S.N. 22701
# CONFIGURATION

AW109 TREKKER SINGLE PILOT VFR STANDARD AIRCRAFT

1.1 **Airframe**

- Aluminium alloy and bonded panel fuselage
- Semi-monocoque aluminium alloy tail boom
- New reinforced skid type landing gear
- Two hinged jettisonable crew doors (LH and RH)
- Two sliding passenger doors (LH and RH), 1.40 m opening, with jettisonable windows
- Acrylic transparent windshield and side windows
- Acrylic transparent overhead windows
- Quick removable tail rotor drive shaft cover
- Separate baggage compartment with hinged door
- Removable fairing and cowlings, for complete accessibility to the controls and drive components
- Quick opening hinged inspection doors, to allow visual check of engine oil levels and maintenance inspection points
- Grounding points
- Jacking and hoisting points

1.2 **Rotors and controls**

- Titanium main rotor hub, corrosion protected, fully articulated with four composite grips, four elastomeric bearings, four individually interchangeable composite material blades, swept tips, and dampers
- Steel tail rotor hub, corrosion protected, semi-rigid delta hinged type, with two composite material blades, individually interchangeable
- Cyclic and collective controls powered by two hydraulic systems
- Hydraulically powered anti-torque system
- Adjustable friction devices on cyclic and collective system
- Force trim and artificial feel system
- Adjustable directional control pedals
- Flapping and droop restraint mechanism

1.3 **Power plant and Fuel System**

- Two Pratt & Whitney Canada PW207C turbo-shaft engines
- Two independent electronic control systems (FADEC) with normal emergency and training operation modes and auto-start
- Engine mounted fuel pump and filter assembly (2)
- Engine mounted oil pump and filter assembly (2)
- Engine mounted fuel control and governor (2)
- Lubrication and cooling system
- Engine oil chip detectors (2)
- Engine control panel
- Two independent fuel systems with cross-feeding valve and control panel
- 3-cell crash-resistant fuel system (575 l – 152 USgal)
- Submerged fuel boost pumps (2)
- Airframe mounted easy access fuel filter
- RH refuelling point
- Ground fuel drains

1.4 **Transmission Drive System and Hydraulic System**

- 960 shp for takeoff and 900 shp continuous operation main transmission
- Three-stage transmission
- Free wheeling units (2)
- Dual independent, redundant hydraulic systems
- Transmission mounted hydraulic pumps (2) with separate reservoir
- Internal dry sump transmission lubrication with pressure and scavenge pump and oil filter
- Transmission oil chip detectors (2)
- Single stage, bevel gear T/R 90° gear box including oil level sight glass and chip detector
- Transmission cooling and lubrication system
- Transmission shafts

1.5 **Electrical System**

- 24 V DC 33 Ah nickel-cadmium battery with temperature probe
- 200 A self-cooled starter generators (2)
- Voltage regulators (2)
- Battery relay
- Interconnecting bus relays (2)
- External power relay
- Distribution buses (1 battery, 2 essential, 2 emergency, 2 main, 2 auxiliary)
- External power receptacle
- Position lights (NVG friendly - green, red, white)
- Taxing light (1 RH) and landing light (1 LH)
- Anti collision lights (2) (NVG friendly)
- Cockpit utility lights (2)
- Instrument lights with dimming switch
- Radio master switch with ground function

1.6 **Single Pilot VFR Avionic Package**

- Two 6" x 8" display units providing a Primary Flight Display (PFD) and a Multifunction Display (MFD) and integrating:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
  - Radio tuning controls
- Dual Data Acquisition Unit (DAU)
- Dual Air Data Computer and Attitude Heading Reference System (ADAHRS)
- VHF/AM
- VOR/ILS
- GPS
- Transponder (Mode-S)
- Pilot Intercommunication System (ICS)
- Magnetic Direction indicator

1.7 **Systems Data (on displays)**

- Dual Inter turbine gas temperature indicator (ITT°C)
- Dual Engine torque indicator (TQ%)
- Dual Compressor speed indicator (N1%)
- Dual Turbine speed indicator (N2%)
- Rotor speed indicator (NR%)
- Dual Transmission oil pressure (PSI) and temperature (°C) indicator
- Dual Engine oil pressure (PSI) and temperature (°C) indicator
- Dual Fuel pressure (PSI) and fuel quantity (kg) indicator
- Dual hydraulic pressure system indicators (PSI)
- Outside air temperature indicator (°C)
- Dual DC voltmeter (VDC)
- Dual DC ammeter (Amp)

1.8 **Warning/Caution Advisory and Maintenance System**

- Master warning lights
- Master caution lights
- Warning, caution and advisory messages
- Aural alerts
- Engines fire detection system

1.9 **Interior Arrangement**

- H10-13H David Clark headsets (pilot and co-pilot)
- Crash-resistant pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (pilot)
- Aluminium alloy honeycomb reinforced floor with anti-skid finishing
- Ventilation ram air inlets
- Anti reflection instrument panel
- Primer finished cabin walls
- Portable fire extinguisher

1.10 **Exterior finishing**

- Finishing in accordance with manufacturer specification (NTA 893 A)
- Primer exterior painting

1.11 **Painting**

- Utility Painting
  - Up to 4 colours from LHD selection
  - Customized Painting Scheme
  - Utility Finishing
  - Registration Marks and Logos (decal or stencil)

1.12 **Premium equipment**

- Crash-resistant co-pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (co-pilot)
- AC power supply system (2 inverters)
- AFCS 3-axis duplex SP-711 Honeywell
- Radar altimeter
- Doors key lock
- Airframe hourmeter
- Baggage compartment lights
- Crew open door actuators
- Engine compartment fire extinguishers (Qty 2)
- Fuel cap with key-lock
- Pulsed chip detectors (in lieu of quick disconnecting chip detectors)
- 450 W Retractable/rotating landing light (nose mounted)

1.13 **Miscellaneous / Ground Equipment**

- Air intake/exhaust covers
- Ground tools kit (including tow bar, ground wheels, lifting tool)
- Pitot tubes covers
- Rotorcraft Flight Manual (RFM) and technical publications
- Tie-down fittings (main rotor retention straps)

## 2 PROPOSED CONFIGURATION

### 2.1 Interior Equipment - Cabin

- EMS Interior "AMS Heli Design" - Single Stretcher
  - Crashworthy forward medical seat (Qty 1) - Aft facing, swivelling and rotating
  - Crashworthy fixed rear seat (Qty 2) - Fwd facing
  - Main Base unit with turret and bag's space
  - Litter receiver
  - Primary stretcher with hydraulically activated patient backrest at 45°
  - Electrical system
  - Oxygen distribution system - Oxygen bottle excluded
  - Mounting for two oxygen bottles compatible with B5 bottles with capacity of 5 lt each (or equivalent) - bottles excluded - Vertical installation, located behind the aft facing medical seat
  - Equipment rails
  - Rigid polycarbonate liners
  - Switch to select ground (AC 230V external power/ground power unit) or helicopter power
  - 1 AC electrical outlet (115/230V) for incubator
  - Roof side panel (LH) including: 2 oxygen outlets, 1 oxygen read out gauge NVG compatible, 2DC electrical outlets (24/28V) (1x 5A, 1x 15A), 4 DC electrical outlets (12/14V) (1x 14A, 3x 10A), 4 AC electrical outlets (115V/230V),2 USB outlets, 2 NVG/white lights, 2 Headsets plug-in for David Park H10-13H, Ventilation outlets
  - Roof side panel (RH) ifor ncluding: 2 NVG/white lights (Ventilation outlets, 2 USB outlets, 3rd ICS station in passengers' cabin, 2 Headsets plug-in for David Park H10-13H.
  - Additional headsets plug-in (1 in the cabin front, 1 in the back of the cabin) for David Park H10-13H.
  - Retainers (*) for the following medical equipment:
    - *Monitor/Defibrillator Stryker Lifepak 15 or Zoll Propaq Plus*
    - *Suction pump Boscarol OB 3000 Avio Series*
    - *Syringe Pumps B.Braun Infusomat Space (2)*
    - *Ventilator Drager Oxylog VE300*
- Air conditioning ECU

(*) *The Parties agree to schedule within 30 days after contract effective date, a meeting to discuss the retainers possible design solution. A functional test shall be performed by the BUYER prior to the HELICOPTER final acceptance.*

### 2.2 Avionics Equipment

- Dual Pilot IFR package (in addition to Single Pilot VFR STD configuration)
  - Dual controls
  - Co-Pilot large colour Primary Flight Display (PFD) embedding:
    - Synthetic Vision System (SVS)
    - Highway In The Sky (HITS)
    - Helicopter Terrain Awareness and Warning System (HTAWS)

- Flight Management System (FMS)
- Radio tuning controls
- 2nd VHF/AM
- 2nd VOR/ILS
- 2nd GPS
- DME
- Marker beacon
- Electronic Standby Indicator
- Co-Pilot Intercommunication System (ICS)
- Dual Master warning lights
- Dual Master caution lights
- 2nd Magnetic Compass indicator
- Digital clock
- Flight Director

- Emergency Locator Transmitter
- Cockpit Voice / Flight Data Recorder (CVR/FDR)
- ADF

### 2.3 Utility Equipment

- First aid kit
- Baggage compartment extension (1.9 m)
- Reinforced windshields
- Rotor brake
- Windshield wipers (pilot and co-pilot) with wiper switch on cyclic grips
- Cargo net in baggage compartment
- Emergency floats provision
- Wire strike protection system
- Long step bar (LH)
- Long step bar (RH)
- External rescue hoist (272 kg/600 lb) provision

### 2.4 Finishing - Painting

- Customized Painting with Yellow RAL1016
  *Customized colours/customized painting scheme/Gradient*

### 2.5 Additional Loose Equipment

- Emergency floats removable with two 6/8 person rafts embedded
  *To be provided in Retrofit within 2 months after helicopters Delivery*

### 2.6 Additional Equipment specifically requested in the RfP

#### 2.6.1 Avionics Equipment

- Weather radar RDR 2000 Bendix/King

#### 2.6.2 Utility Equipment

- 177 USgal crash-resistant fuel system (in lieu of 152 USgal)

Note: Export of any equipment subject to ITAR regulation (International Traffic in Arms Regulations) or any other applicable export licence and approval, including but not limited to the USA, can be denied unless specific authorisation/exemption is not obtained from the pertinent Department of State

**HELICOPTER N.2 - S.N. 22704**
**CONFIGURATION**

## 1 AW109 TREKKER SINGLE PILOT VFR STANDARD AIRCRAFT

### 1.1 Airframe

- Aluminium alloy and bonded panel fuselage
- Semi-monocoque aluminium alloy tail boom
- New reinforced skid type landing gear
- Two hinged jettisonable crew doors (LH and RH)
- Two sliding passenger doors (LH and RH), 1.40 m opening, with jettisonable windows
- Acrylic transparent windshield and side windows
- Acrylic transparent overhead windows
- Quick removable tail rotor drive shaft cover
- Separate baggage compartment with hinged door
- Removable fairing and cowlings, for complete accessibility to the controls and drive components
- Quick opening hinged inspection doors, to allow visual check of engine oil levels and maintenance inspection points
- Grounding points
- Jacking and hoisting points

### 1.2 Rotors and controls

- Titanium main rotor hub, corrosion protected, fully articulated with four composite grips, four elastomeric bearings, four individually interchangeable composite material blades, swept tips, and dampers
- Steel tail rotor hub, corrosion protected, semi-rigid delta hinged type, with two composite material blades, individually interchangeable
- Cyclic and collective controls powered by two hydraulic systems
- Hydraulically powered anti-torque system
- Adjustable friction devices on cyclic and collective system
- Force trim and artificial feel system
- Adjustable directional control pedals
- Flapping and droop restraint mechanism

### 1.3 Power plant and Fuel System

- Two Pratt & Whitney Canada PW207C turbo-shaft engines
- Two independent electronic control systems (FADEC) with normal emergency and training operation modes and auto-start
- Engine mounted fuel pump and filter assembly (2)
- Engine mounted oil pump and filter assembly (2)
- Engine mounted fuel control and governor (2)
- Lubrication and cooling system
- Engine oil chip detectors (2)
- Engine control panel
- Two independent fuel systems with cross-feeding valve and control panel
- 3-cell crash-resistant fuel system (575 l – 152 USgal)
- Submerged fuel boost pumps (2)
- Airframe mounted easy access fuel filter
- RH refuelling point
- Ground fuel drains

1.4 **Transmission Drive System and Hydraulic System**

- 960 shp for takeoff and 900 shp continuous operation main transmission
- Three-stage transmission
- Free wheeling units (2)
- Dual independent, redundant hydraulic systems
- Transmission mounted hydraulic pumps (2) with separate reservoir
- Internal dry sump transmission lubrication with pressure and scavenge pump and oil filter
- Transmission oil chip detectors (2)
- Single stage, bevel gear T/R 90° gear box including oil level sight glass and chip detector
- Transmission cooling and lubrication system
- Transmission shafts

1.5 **Electrical System**

- 24 V DC 33 Ah nickel-cadmium battery with temperature probe
- 200 A self-cooled starter generators (2)
- Voltage regulators (2)
- Battery relay
- Interconnecting bus relays (2)
- External power relay
- Distribution buses (1 battery, 2 essential, 2 emergency, 2 main, 2 auxiliary)
- External power receptacle
- Position lights (NVG friendly - green, red, white)
- Taxing light (1 RH) and landing light (1 LH)
- Anti collision lights (2) (NVG friendly)
- Cockpit utility lights (2)
- Instrument lights with dimming switch
- Radio master switch with ground function

1.6 **Single Pilot VFR Avionic Package**

- Two 6" x 8" display units providing a Primary Flight Display (PFD) and a Multifunction Display (MFD) and integrating:
  - Synthetic Vision System (SVS)
  - Highway In The Sky (HITS)
  - Helicopter Terrain Awareness and Warning System (HTAWS)
  - Flight Management System (FMS)
  - Radio tuning controls
- Dual Data Acquisition Unit (DAU)
- Dual Air Data Computer and Attitude Heading Reference System (ADAHRS)
- VHF/AM
- VOR/ILS
- GPS
- Transponder (Mode-S)
- Pilot Intercommunication System (ICS)
- Magnetic Direction indicator

1.7 **Systems Data (on displays)**
- Dual Inter turbine gas temperature indicator (ITT°C)
- Dual Engine torque indicator (TQ%)
- Dual Compressor speed indicator (N1%)
- Dual Turbine speed indicator (N2%)
- Rotor speed indicator (NR%)
- Dual Transmission oil pressure (PSI) and temperature (°C) indicator
- Dual Engine oil pressure (PSI) and temperature (°C) indicator
- Dual Fuel pressure (PSI) and fuel quantity (kg) indicator
- Dual hydraulic pressure system indicators (PSI)
- Outside air temperature indicator (°C)
- Dual DC voltmeter (VDC)
- Dual DC ammeter (Amp)

1.8 **Warning/Caution Advisory and Maintenance System**
- Master warning lights
- Master caution lights
- Warning, caution and advisory messages
- Aural alerts
- Engines fire detection system

1.9 **Interior Arrangement**
- H10-13H David Clark headsets (pilot and co-pilot)
- Crash-resistant pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (pilot)
- Aluminium alloy honeycomb reinforced floor with anti-skid finishing
- Ventilation ram air inlets
- Anti reflection instrument panel
- Primer finished cabin walls
- Portable fire extinguisher

1.10 **Exterior finishing**
- Finishing in accordance with manufacturer specification (NTA 893 A)
- Primer exterior painting

1.11 **Painting**
- Utility Painting
  - Up to 4 colours from LHD selection
  - Customized Painting Scheme
  - Utility Finishing
  - Registration Marks and Logos (decal or stencil)

1.12 **Premium equipment**

- Crash-resistant co-pilot seat, fore and aft adjustable, with lap belts and headrest
- Shoulder harness with inertial reels (co-pilot)
- AC power supply system (2 inverters)
- AFCS 3-axis duplex SP-711 Honeywell
- Radar altimeter
- Doors key lock
- Airframe hourmeter
- Baggage compartment lights
- Crew open door actuators
- Engine compartment fire extinguishers (Qty 2)
- Fuel cap with key-lock
- Pulsed chip detectors (in lieu of quick disconnecting chip detectors)
- 450 W Retractable/rotating landing light (nose mounted)

1.13 **Miscellaneous / Ground Equipment**

- Air intake/exhaust covers
- Ground tools kit (including tow bar, ground wheels, lifting tool)
- Pitot tubes covers
- Rotorcraft Flight Manual (RFM) and technical publications
- Tie-down fittings (main rotor retention straps)

## 2 PROPOSED CONFIGURATION

### 2.1 Interior Equipment - Cabin

- EMS Interior "AMS Heli Design" - Single Stretcher
  - Crashworthy forward medical seat (Qty 1) - Aft facing, swivelling and rotating
  - Crashworthy fixed rear seat (Qty 2) - Fwd facing
  - Main Base unit with turret and bag's space
  - Litter receiver
  - Primary stretcher with hydraulically activated patient backrest at 45°
  - Electrical system
  - Oxygen distribution system - Oxygen bottle excluded
  - Mounting for two oxygen bottles compatible with B5 bottles with capacity of 5 lt each (or equivalent) - bottles excluded - Vertical installation, located behind the aft facing medical seat
  - Equipment rails
  - Rigid polycarbonate liners
  - Switch to select ground (AC 230V external power/ground power unit) or helicopter power
  - 1 AC electrical outlet (115/230V) for incubator
  - Roof side panel (LH) including: 2 oxygen outlets, 1 oxygen read out gauge NVG compatible, 2DC electrical outlets (24/28V) (1x 5A, 1x 15A), 4 DC electrical outlets (12/14V) (1x 14A, 3x 10A), 4 AC electrical outlets (115V/230V),2 USB outlets, 2 NVG/white lights, 2 Headsets plug-in for David Park H10-13H, Ventilation outlets
  - Roof side panel (RH) including: 2 NVG/white lights, Ventilation outlets, 2 USB outlets, 3rd ICS station in passengers' cabin, 2 Headsets plug-in for David Park H10-13H.
  - Additional headsets plug-in (1 in the cabin front, 1 in the back of the cabin) for David Park H10-13H.
  - Retainers (*) for the following medical equipment:
    - *Monitor/Defibrillator Stryker Lifepak 15 or Zoll Propaq Plus*
    - *Suction pump Boscarol OB 3000 Avio Series*
    - *Syringe Pumps B.Braun Infusomat Space (2)*
    - *Ventilator Drager Oxylog VE300*
- Air conditioning ECU

*(*) The Parties agree to schedule within 30 days after contract effective date, a meeting to discuss the retainers possible design solution. A functional test shall be performed by the BUYER prior to the HELICOPTER final acceptance.*

### 2.2 Avionics Equipment

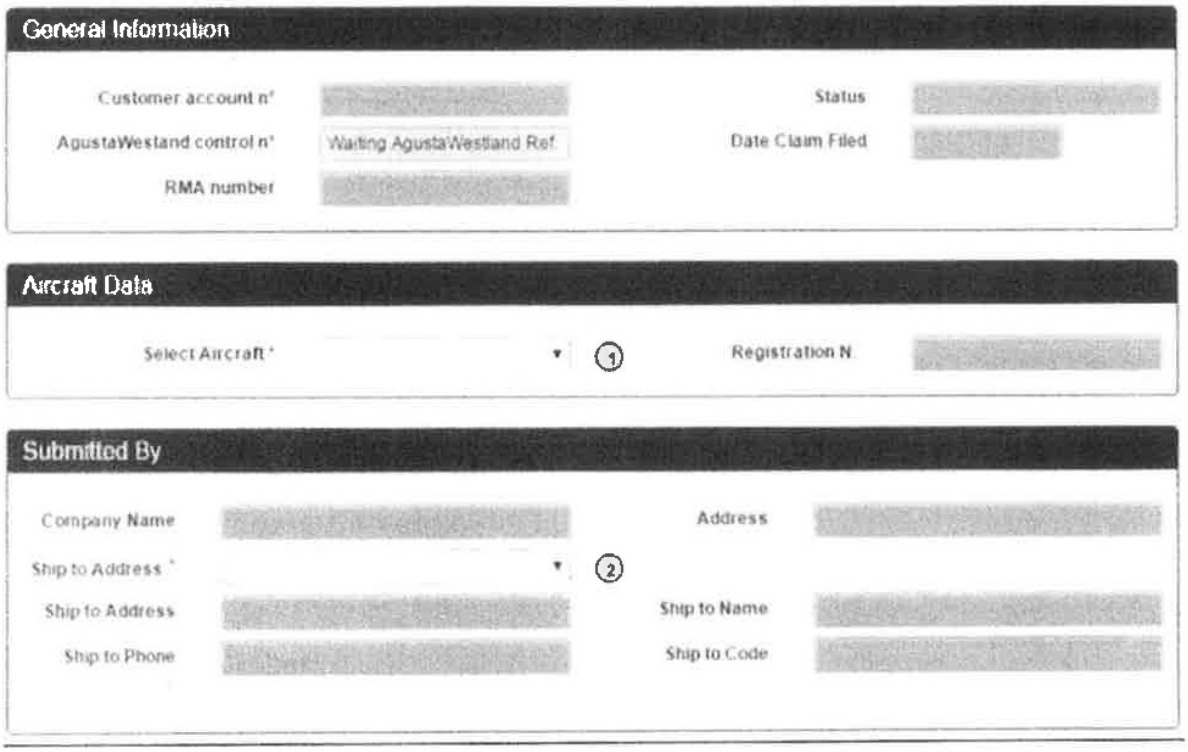
- Dual Pilot IFR package (in addition to Single Pilot VFR STD configuration)
  - Dual controls
  - Co-Pilot large colour Primary Flight Display (PFD) embedding:
    - Synthetic Vision System (SVS)
    - Highway In The Sky (HITS)
    - Helicopter Terrain Awareness and Warning System (HTAWS)
    - Flight Management System (FMS)
    - Radio tuning controls

## APPENDIX B OPTIONAL EQUIPMENT LIST

| KIT | Description | Qty per H/C |
|---|---|---|
| 1 | Weather Radar | 1 |
| 2 | Floats & Rafts (Kit) | 1 |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
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| 20 | | |
| 21 | | |

# APPENDIX C MMIR FORM

This Appendix provides detailed instructions on how to complete the MMIR Form for Customers enrolled into a Service Plan. For information, shadowed fields are automatically filled by COMPANY Customer Portal.




1. Select the Aircraft Serial Number
2. Select the “Ship to Address” desired




3. Fill in Customer Control Number (if any, this is not a Mandatory Field)
4. Complete the date the discrepancy/malfunction occurred (please note, the date of MMIR creation is reported automatically)
5. Fill in the reason for removal: service life limit, overhaul, malfunction or 'other' and the description of the malfunction
6. Fill in the Part Number (put N/A if the request is not for a P/N, e.g. local repair)
7. Fill in the Serial Number of the part if known. Please insert N/A if the S/N is not applicable or not available. If not available, the Serial Number will be required at a later stage (S/N is mandatory in case of service life limit or TBO component)

When the part is requested for scheduled replacement due to service life limit or TBO (see point 5 above) the following is mandatory:

7. Fill in the Serial Number
8. Fill in the total hours or total landings/cycles of the component at the time of MMIR submission/request




9. Please select the type of service requested to COMPANY (as shown in the point 9 below):
   a. Replacement Part
   b. Replacement Part from Consignment
   c. Credit for Replacement Part (owned by Customer)
   d. Credit for local repair at customer's facility
   e. Others

Only in case of part taken from Consignment stock or a replacement part credit is requested please fill-in the below box:

10. Fill in quantity of part, Part Number and Serial Number of the part installed as replacement. Please also specify the COMPANY Invoice number or Packing List accompanying the supply of the part that has been installed as replacement.

- 2nd VHF/AM
- 2nd VOR/ILS
- 2nd GPS
- DME
- Marker beacon
- Electronic Standby Indicator
- Co-Pilot Intercommunication System (ICS)
- Dual Master warning lights
- Dual Master caution lights
- 2nd Magnetic Compass indicator
- Digital clock
- Flight Director

- Emergency Locator Transmitter
- Cockpit Voice / Flight Data Recorder (CVR/FDR)
- ADF

### 2.3 Utility Equipment

- First aid kit
- Baggage compartment extension (1.9 m)
- Reinforced windshields
- Rotor brake
- Windshield wipers (pilot and co-pilot) with wiper switch on cyclic grips
- Cargo net in baggage compartment
- Emergency floats provision
- Wire strike protection system
- Long step bar (LH)
- Long step bar (RH)
- Pilot and co-pilot console tray including 12 VDC outlet

### 2.4 Finishing - Painting

- Customized Painting with Yellow RAL1016
  *Customized colours/customized painting scheme/Gradient*

### 2.5 Additional Loose Equipment

- Emergency floats removable with two 6/8 person rafts embedded
  *To be provided in Retrofit within 2 months after helicopters Delivery*

### 2.6 Additional Equipment specifically requested in the RfP

#### 2.6.1 Avionics Equipment

- Weather radar RDR 2000 Bendix/King

#### 2.6.2 Utility Equipment

- 177 USgal crash-resistant fuel system (in lieu of 152 USgal)

**Note:** Export of any equipment subject to ITAR regulation (International Traffic in Arms Regulations) or any other applicable export licence and approval, including but not limited to the USA, can be denied unless

specific authorization/exemption is not obtained from the pertinent Department of State.

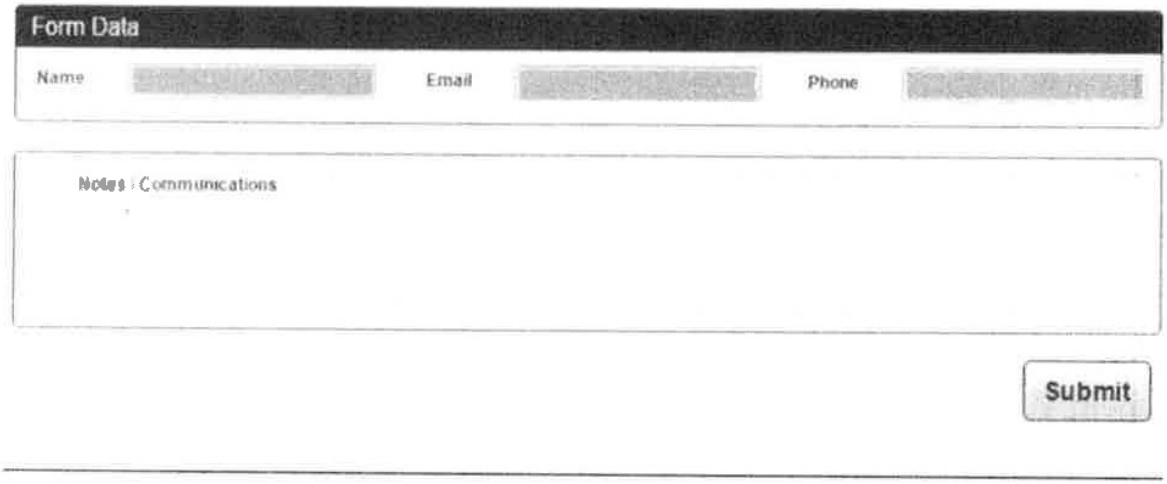
Please pay attention to the documentation that needs to be returned to COMPANY together with the Component (as per point 11). Please make sure that:

a. all documentation is properly completed

b. all documents are coherent with correct data, and

c. original copies of the required documents are sent to COMPANY together with the Component.

Click on "add item" icon to fill-in up to 5 components into the same MMIR.




Click the "Submit" icon to send the MMIR Form for COMPANY approval.

# APPENDIX D MONTHLY OPERATING REPORT

## FULL COMPONENTS PLAN

FULL COMPONENT PLAN NO. _____

CUSTOMER: _____

REPORTING PERIOD: from _____ to _____

| | |
|---|---|
| Helicopter serial number: | |
| Helicopter Total Flight Time: (since helicopter delivery) | |

SIGNATURE: _____

NAME IN PRINT: _____

DATE: _____

**FOR OFFICE USE ONLY**

Plan Rate: _____

Charges Due This Period: _____

# AIRCRAFT PURCHASE AGREEMENT

**AIRCRAFT PURCHASE AGREEMENT** This Aircraft Purchase Agreement ("Purchase Agreement" or "Agreement"), consisting of Part 1, Part 2, Part 3, and all exhibits, is made between Seller and Purchaser.

Part 1
Part 2 – Terms and Conditions
Part 3 A – Air Ambulance Configuration Details
Part 3 B – Specification
Exhibit 1 – End User Certification
Exhibit 2 – Dual Air Ambulance Configuration Layout
Exhibit 3 – Customer Acceptance Checklist
Exhibit 4 – Factory Technical Acceptance Certificate
Exhibit 5 – Modifier Acceptance Checklist
Exhibit 6 – Modified Aircraft Technical Acceptance Certificate.
Exhibit 7 - Delivery Receipt
Exhibit 8 – Medical Equipment Provided by Purchaser
Exhibit 9 – Spectrum Aeromed Warranties
Exhibit 10 – Ferry Flight from USA
Exhibit 11 – Textron Training Syllabus

**AIRCRAFT PURCHASE AGREEMENT**

This Aircraft Purchase Agreement ("Purchase Agreement" or "Agreement"), consisting of Part 1, Part 2, Part 3 A, Part 3 B and all exhibits, is made between Seller and Purchaser.

**PART 1**

Seller: **Sundt Air Holding AS**

a Norwegian corporation whose registered office is at
Dronningen 1, 0287 Oslo, Norway
Seller Telephone: +47 907 52 911
Seller E-Mail: tor.bratli@sundtair.com

Purchaser: **Hellenic Ministry of Health ("MOH")**

17-19 Aristotelous Str., Athens, 10433
VAT 099017070, D Athinon, Tax Office

**The Purchaser will provide the aircraft as supplied by the Seller for use in the Hellenic Republic in cooperation with the following Eligible Parties:**

**HELLENIC AIR FORCE (HAF)**
HAF is the end user of the A/C.
HAF's personnel (pilots and technicians) will be trained in accordance with the provisions of this Contract, will perform the flight operation and line support/maintenance, will be the user of GSE, spare parts and eligible party for direct communication regarding maintenance issues and warranty claims.
Also, HAF representatives may participate as technical advisors of the Purchaser in any delegation/committee required for the execution of the Contract

**NATIONAL CENTRE OF EMERGENCY CARE (EKAB)**
EKAB is a public legal entity directly under the Ministry of Health. Is an end user alone with HAF performing the medical side of the MEDEVAC operation by providing medical personnel and equipment.

EKAB representatives may participate as technical advisors of the Purchaser in any delegation/committee required for the execution of the Contract, on the medical side.

**STAVROS NIARCHOS FOUNDATION (SNF)**

The Stavros Niarchos Foundation (or **"SNF"**) is one of the world's leading private, international philanthropic organizations, making grants to nonprofit organizations in the areas of arts and culture, education, health and sports, and social welfare.

On 21 September 2018, by way of the first Article of Law 4564/2018 (A 170) (hereinafter the "Law") the SNF and the Hellenic Republic, signed a grant agreement (hereinafter the "Grant Agreement") which regulates the contractual framework, general terms and conditions of the Foundation's grants for the support and upgrading of infrastructures in the Greek Health sector. The respective Grant Contract - Project V dated 3 June 2019, was also ratified by L. 4618/2019 for the procurement of aircrafts (hereinafter "the aircrafts"), to serve the needs of the Greek Ministry of Health and the EKAB. Under this Contract SNF acts as the Donor (hereinafter **"the Donor"**) solely for the purpose of financing the purchase by the Purchaser of the Deliverables 1 and 2 below and, therefore, the payments due by the Purchaser for the price of the Deliverables, pursuant to this Contract will be made by the DONOR for and to the benefit of the Purchaser. Any additional fees or other charges that will be invoiced, under this contract, will be paid by the Purchaser.

**TEXTRON AVIATION AND SPECTRUM AEROMED**

Textron is the OEM and manufacturer of the Aircraft. Spectrum Aeromed is the manufacturer and installer of the ambulance configuration. Warranties as provided by Textron, Spectrum Aeromed and part manufacturers will pass on to Purchaser pursuant to Part 2, article 11, Part 3, Exhibit 9 and any other relevant documentation.

**COMMUNICATION BETWEEN THE PARTIES**

30 Days after the Contract Signature, the Parties (including the ELIGIBLE PARTIES) will notify each other with P.O.C's info for the purpose of the smooth execution of the Contract and appropriate correspondence.

**DELIVERABLES**

Seller will provide two (2) deliverables to the Purchaser: two (2) aircraft at a total price of US$ 17,690,800 and a total deposit of US$2,000,000; with training and delivery services as further outlined in the present Agreement. Certification and copy of relevant documentation for dual air ambulance configuration, once the modification has been approved and in any case before Modified Aircraft Technical Acceptance of the first Aircraft.

**Deliverable 1 – Aircraft 1:**

Year: 2020 Make: Textron Aviation Inc. Model: King Air B350C (utility interior) Serial Number FM-87 (or higher)

Specification and Description: Part 3 A and 3 B.

Exterior Scheme: As soon as possible after the CONTRACT Effective Date and no later than 20 May 2020 Purchaser shall confirm to SELLER in writing the final choice of the painting scheme, markings and interior finishing details for the aircraft, in accordance with aircraft Configuration.

Ready for Aircraft Technical Acceptance: as soon as possible but within fourth quarter 2020 (for serial number FM-87)

Ready for Modified Aircraft Technical Acceptance: as soon as possible but within second quarter 2021 (for serial number FM-87)

Seller will notify Purchaser of the Ready for Aircraft Technical Acceptance and the Ready for Modified Aircraft Technical Acceptance dates by letter sent to Purchaser's Address at least eighteen (18) calendar days before each date.

The Delivery Date will occur immediately after the Modified Aircraft Technical Acceptance Date.

Aircraft Technical Acceptance Location: Wichita, Kansas, USA.

Modified Aircraft Technical Acceptance Location: Fargo, North Dakota, USA.

Delivery Location: Fargo, North Dakota, USA.

**Total Purchase Price Aircraft 1 in U.S. Dollars:**
**USD 8,845,400.00 (Eight Million Eight Hundred Forty Five Thousand Four Hundred US Dollars and 00 cents) includes delivery, training as well as any other services described herein.**

**KA B350C Cargo Slick (Proline Fusion)**

**Non-Published Options**

Provide Fwd Cabin Partition

Provide Four (4) VIP Cabin Chairs (Loose Equipment)

Custom Paint Scheme as per above

**Modifications**

Dual Air Ambulance Configuration as detailed in Part 3 A.

**Delivery Services**

Up to six (6) Month Extended Airframe & Vendor Warranty covering the period from Aircraft Technical Acceptance in Wichita, Kansas to transfer of title (Does not include Avionics, Engines, Paint, or Interior), and governed by the provisions of Part 2, article 11 b.

Program Management and Technical support.

Pilot services for Ferry of aircraft from USA to Greece, pursuant to a separate Ferry Flight Services Agreement (Exhibit 10).

Test and acceptance procedures (including test flights).

Transfer of aircraft title and export from USA.

Training as per Part 3 A, 3 B (paragraph 18) and Exhibit 11. (Note, the description and defined number of training and students are combined for both Aircraft No. 1 and No.2, thus, the total number is: 4 pilots Initial Training and 4 technicians Initial training, and 2 B1 Maintenance practical training, and 2 B2 Avionics initial training and practical training)

Training shall be scheduled and planned in September 2020.

**Deposit Stage and Balance of Payments Aircraft 1**

An Initial Deposit amounting to USD 1,000,000.00 (One Million US Dollars and 00 cents) is due by Purchaser upon execution of the Purchase Agreement. The Deposit payment shall be made against Sellers on demand guarantee, issued in Norway by a bank or Insurance Company.

A stage payment (the "First Stage Payment"), amounting to USD 5,800,000.00 (Five Million Eight Hundred Thousand US Dollars and 00 Cents) shall be paid by Purchaser out of Escrow upon the signing of the Aircraft Technical Acceptance Certificate in Wichita, Kansas, as per Exhibit 4.

The balance of the purchase price ("Balance"), amounting to USD 2,045,400.00 (Two Million Forty Five Thousand Four Hundred US Dollars and 00 Cents) shall be due to be paid by Purchaser out of Escrow upon the signing of the Delivery Receipt in Fargo, North Dakota, as per Exhibit 7.

**Deliverable 2 – Aircraft 2:**

Year: 2020 Make: Textron Aviation Inc. Model: King Air B350C (utility interior)

Serial Number FM-89

Specification and Description: Part 3 A and 3 B.

Exterior Scheme: As soon as possible after the CONTRACT Effective Date and no later than 20 May 2020 Purchaser shall confirm to SELLER in writing the final choice of the painting scheme, markings and interior finishing details for the aircraft, in accordance with aircraft Configuration.

Ready for Aircraft Technical Acceptance: as soon as possible but within fourth quarter 2020 (for serial number FM-89)

Ready for Modified Aircraft Technical Acceptance: as soon as possible but within second quarter 2021 (for serial number FM-89)

Seller will notify Purchaser of the Ready for Aircraft Technical Acceptance and the Ready for Modified Aircraft Technical Acceptance dates by letter sent to Purchaser's Address at least eighteen (18) calendar days before each date.

The Delivery Date will occur immediately after the Modified Aircraft Technical Acceptance Date.

Aircraft Technical Acceptance Location: Wichita, Kansas, USA.

Modified Aircraft Technical Acceptance Location: Fargo, North

Dakota, USA. Delivery Location: Fargo, North Dakota, USA.

**Total Purchase Price Aircraft 2 in U.S. Dollars:USD 8,845,400.00 (Eight Million Eight Hundred Forty Five Thousand Four Hundred US Dollars and 00 cents) includes delivery, training as well as any other services described herein.**

**KA B350C Cargo Slick (Proline Fusion)**

**Non-Published Options**

Provide Fwd Cabin Partition

Provide Four (4) VIP Cabin Chairs (Loose Equipment)

Custom Paint Scheme as per above

**Modifications**

Dual Air Ambulance Configuration as detailed in Part 3 B.

**Delivery Services**

Up to six (6) Month Extended Airframe & Vendor Warranty covering the period from Aircraft Technical Acceptance in Wichita, Kansas to transfer of title (Does not include Avionics, Engines, Paint, or Interior), and governed by the provisions of Part 2, article 11 b.

Program Management and Technical support.

Pilot services for Ferry of aircraft from USA to Greece, pursuant to a separate Ferry Flight Services Agreement (Exhibit 10).

Test and acceptance procedures (including test flights). Transfer of aircraft title and export from USA.

Training as per Part 3 A, 3 B (paragraph 18) and Exhibit 11. (Note, the description and defined number of training and students are combined for both Aircraft (no. 1 and No.2)

**Deposit Stage and Balance of Payments Aircraft 2**

An Initial Deposit amounting to USD 1,000,000.00 (One Million US Dollars and 00 cents) is due by Purchaser upon execution of the Purchase Agreement. The Deposit payment shall be made against Sellers on demand guarantee, issued in Norway by a bank or Insurance Company.

A stage payment (the "Fist Stage Payment"), amounting to USD 5,800,000.00 (Five Million Eight Hundred Thousand US Dollars and 00 Cents) shall be due to be paid by Purchaser out of Escrow upon the signing of the Aircraft Technical Acceptance Certificate in Wichita, Kansas, as per Exhibit 4.

The balance of the purchase price ("Balance"), amounting to USD 2,045,400.00 (Two Million Forty Five Thousand Four Hundred Four Hundred US Dollars and 00 Cents) shall be due to be paid by Purchaser out of Escrow upon the signing of the Delivery Receipt in Fargo, North Dakota, as per Exhibit 7.

**PART 2**

Seller and Purchaser agree to **Part 1** and as follows:

**1. AIRCRAFT SPECIFICATION AND DESCRIPTION.**

**a. Aircraft Definition and Price.** Seller is selling and Purchaser is purchasing the aircraft identified in Part 1 as (i) described in the Specification and Description set out in Part 3 B (**"Specification"**) of this Agreement with the modifications detailed in Part 3 A (**"Modifications Specification"**) of this Agreement, if any, (hereinafter the **"Aircraft"**) for the price set out in Part 1 in (ii) "as is, where is" condition, that is, in its actual state and condition, with no warranties whatsoever except for the conveyance to Purchaser of good title to the Aircraft, free and clear of any and all mortgages, liens, security interests, leases, claims, international interests, encumbrances and rights of others. This Agreement contains the sole description of the Aircraft binding on Seller. Seller is not bound by descriptions, advertisements, statements, or representations about the Aircraft that are not contained in this Agreement.

**b. Seller Provided Services.** Unless otherwise expressly agreed, the price of the Aircraft does not include any additional services.

**c. Non-FAA Certification Requirements.** Purchaser is responsible for the cost of any modification or change to the Aircraft or Aircraft documentation caused by any aviation authority other than the United States Federal Aviation Administration having jurisdiction over Purchaser's intended country of registration or operation of the Aircraft which are not known by Seller as of the date this Agreement is finally signed, which arise after the date this Agreement is finally signed, or which are not otherwise included in the Total Purchase Price.

**d. Airworthiness**. The Aircraft will be delivered with a standard FAA certificate of airworthiness (FAA Form 8100-2).

**2. CONFIGURATION.**

Unless otherwise agreed, the Aircraft will be delivered with the manufacturer's standard default exterior and standard default interior configurations modified for Medical Ambulance as per the details of Part 3 A. Any modifications requested after contract signature to such configurations, if expressly accepted by Seller, may result in an adjustment of the Purchase Price payment schedule and delivery date.

**3. PRICING AND PAYMENT TERMS**. Purchaser will pay Seller the Total Purchase Price as specified in Part 1 and any other mutually agreed upon charges pursuant to the terms of this Agreement.

**a. Initial Deposit.** When Purchaser signs and returns this Agreement to Seller it will also pay to Seller the Initial Deposit specified in Part 1. This Agreement is binding as of the moment executed copies are exchanged via e-mail between the Parties but will only become effective upon receipt of the Initial Deposit for both Aircraft.

**b. First Stage Payment** to be paid to escrow as set out in Part 2 article 4.

**c. Balance of Payment.** Pursuant to the Acceptance and Delivery process set out in Article 4 and as further set out therein, the Balance payment must be made by Purchaser to escrow on the time the Aircraft is on modified technical acceptance and received by Seller at the time of Delivery. Charges which are Purchaser's responsibility under the terms of this Agreement but are unknown when the Balance of Payment is due will be paid by Purchaser within five (5) calendar days of the date of Seller's invoice to Purchaser.

**d. Acceptable Methods of Payment.** Each payment whether a deposit or a stage payment must be made in United States dollars by a single wire transfer in accordance with the Wire Instructions set out in 3.d (i) below. Payment documentation must show that funds came directly from Purchaser through its Donor.

(i) Wire Instructions for the payment of the Deposit:

A. Wire transfers must reflect Purchaser's or Donor's name as originator and be sent to the following Seller's account as follows:

Beneficiary Name: Sundt Air Holding AS
DNB Bank
Dronning Eufemias gate 30,0191 Oslo
BIC: DNBANOKKXXX
IBAN Account Number: NO4812510406948

B. Customer name and payment reference must be typed on the transfer.

C. Instruct the issuing bank to transfer the total value to the beneficiary.

D. All bank charges relating to payer`s bank are for the account of the payer.

Any direction or information seeking to change these Wire Instructions must be confirmed by written amendment to this Agreement.

Payment of the First Stage Payment and the Balance of the Purchase Price will be made by Purchaser to the Escrow Agent as detailed in Part 2, article 4a and article 4 c (ii), 4 c (iii) and 4 c (iv) below.

**e. Taxes/Custom Charges.** The Total Purchase Price does not include any sales, use, personal property, value-added, excise, or similar tax or assessments which may be imposed by any state and/or governmental authority upon this sales transaction, upon the Aircraft and equipment at delivery or thereafter, and use of the Aircraft by Purchaser (collectively "Taxes'), and any such Taxes, if imposed, will be Purchaser's responsibility. Purchaser is also responsible for (i) any and all import duties or other custom charges (collectively "Custom Charges"), and in particular for any duties applying to the importation of the Aircraft into Greece, and (ii) any withholding taxes, or other charges (collectively "Other Charges") imposed by any governmental authority at delivery or thereafter (except Seller's income or gross receipt taxes). Purchaser agrees to pay and indemnify Seller against such Taxes, Custom Charges and Other Charges so that in all instances Seller receives payment, after Taxes, equal to the Total Purchase Price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or to receive an exemption from applicable sales or other taxes. These provisions will inure to any successor or permitted assignee of Purchaser and will survive until twelve (12) months after the expiration of any applicable statute of limitations. Seller is responsible for the payment of its income, gross receipts taxes, and other charges and assessments levied on the Aircraft, its equipment, ownership and use prior to delivery to Purchaser.

**4. ACCEPTANCE AND DELIVERY.** On the Ready for Aircraft Technical Acceptance date and on the Ready for Modified Aircraft Technical Acceptance date, Purchaser will review the Aircraft (and following the procedure set out herein accept delivery) at the locations set out in Part 1.

**a. Review.** On the Ready for Aircraft Technical Acceptance date, Seller will present the Aircraft in ready for review condition and Purchaser shall pay the First Stage Payment for the relevant Aircraft to Escrow. Purchaser may review the Aircraft in Wichita, Kansas pursuant to Part 3 B (excluding the modification to be performed in Fargo) and pursuant to Textron Aviation Customer Acceptance Checklist attached hereto as Exhibit 3, such checklist including a flight test of not more than two (2) hours in duration. The flight test will be controlled by Seller and/or manufacturer and at total of one (1) of Purchaser's representatives may participate in the flight test. If Purchaser's review reveals any material discrepancy in the Aircraft, Purchaser will immediately notify Seller in writing of any such discrepancy, Seller will have a reasonable time to correct the

discrepancy and with its best endeavours to correct the discrepancy within 30 days, and if necessary, the Aircraft Technical Acceptance, the Modified Aircraft Technical Acceptance, and the Delivery Date, will be adjusted accordingly. Following cure of any such discrepancy, the parties will continue with the Aircraft acceptance and Purchaser will sign a Technical Acceptance Certificate for each Aircraft, as set out and attached hereto as Exhibit 4, which constitutes Purchaser's agreement that the Aircraft conforms to the Specification and other requirements of this Agreement. Upon receipt of copy of the Technical Acceptance Certificate executed by Purchaser, the Escrow Agent shall release the First Stage Payment for the accepted Aircraft to Seller.

In case of postponement of the Technical Acceptance due to the need to correct discrepancies, the reasonable travel and accommodation costs of the Purchaser's representatives will be borne by the Seller.

The Purchaser shall not be entitled to reject the Aircraft purely on account of minor deficiencies (deficiencies not affecting form, fit, function and performance) and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Seller shall be jointly agreed between the Purchaser and the Seller during the inspection and acceptance process. In the event that any of the Aircraft is affected by a major discrepancies (affecting form, fit, function and performance) the Parties shall agree, acting reasonably, a remedy plan (technical and/or commercial) in order to adjust the identified major discrepancies.

**b. Review - North Dakota.** Following Purchaser's execution of the Aircraft's Technical Acceptance Certificate and receipt of any payment due, Seller will ferry the Aircraft to Fargo, North Dakota for the installation of the Modifications listed as per part 3 A and Exhibit 2. During Aircraft ferry, standard operational wear may have occurred and be noticed at the time of visual inspection. This would be considered normal wear and tear due to the ferry process. Examples of normal wear and tear include but are not limited to: (1) scuffmarks on the sidewalls, seats, and interior baggage compartment and stretching of fabric and /or leather due to use; (2) Scratches in the leading edges and windows; (3) marks, nicks, etc. to the exterior paint; and (4) utilization of an appropriate percent of the useful life of the tires within the limits described in the applicable manufacturer's maintenance manual. Purchaser acknowledges and agrees that normal wear and tear will not be considered a discrepancy required to be remediated prior to delivery. At the same time, the Purchaser will deliver to Spectrum Aeromed at its facilities in Fargo the medical equipment to be installed on the Aircraft after completion of the Modifications, as per Exhibit 8. Approximately twelve (12) days prior to the completion of the Modifications, Seller will notify Purchaser of the Ready for Modified Aircraft Technical Acceptance date by letter sent to Purchaser's Address so Purchaser can make plans to arrive in Fargo, North Dakota for the inspection and acceptance of the Modifications. On the date provided by Seller, Purchaser will inspect the final Aircraft configuration as per Part 3 A and Exhibit 2 and the Modifications for each Aircraft in accordance with the Modifier Acceptance Checklist, set out and attached hereto as Exhibit 5, and accept that the Modifications have been completed. Prior to this inspection process, the medical equipment as indicated in Part 3 A, Exhibit 2 and Exhibit 8, may be trial fitted to the first Aircraft using the appropriate equipment mounting brackets (such fitting only to be regarded as a material condition or a condition precedent to Delivery if any issue arises out of the Aircraft configuration and it jeopardizes the functioning of the equipment as per Exhibit 8). Purchaser will then sign a Modified Aircraft Technical Acceptance Certificate, set out and attached hereto as Exhibit 6, which constitutes Purchaser's agreement that the Modifications conform to the Agreement.

The Purchaser shall not be entitled to reject the modifications purely on account of non material discrepancies and in the event of there being any such non material discrepancies the extent of these and remedial action for their removal by the Seller shall be jointly agreed between the Purchaser and the Seller during the inspection and acceptance process. In the event that the modifications are affected by material discrepancies or the Aircraft is damaged during the modification in such a way that it is regard to be affected by material discrepancies (affecting form, fit, function and performance) the Parties shall agree, acting reasonably, a remedy plan (technical and/or commercial) in order to adjust the identified material discrepancies. If the Parties are unable to reach an agreement on a remedy plan and the Aircraft cannot be delivered with all material discrepancies duly rectified within the Delivery Date, the provisions of Article 7 shall apply.

c. **Delivery Date Events.**

(i) **Owner's Trust.** Prior to the Delivery Date, the Seller will establish an Owner's Trust for the purpose of taking delivery of the Aircraft and Purchaser, will establish an Owner's Trust to enable registration in the U.S. on the FAA registry. Seller will assist with establishing such trust and will cover fees charged by the Owner Trustee.

(ii) **Delivery.** Following the procedure set out in Article 4.a and 4.b., these two events must occur on the Ready for **Modified** Aircraft Technical Acceptance Date: (i) if not previously paid, Purchaser will pay to escrow the full balance of the Purchase Price and any amount due to Seller under this Agreement for other known charges,; and (ii) Purchaser will accept the Aircraft as outlined in Part 2, article 4 (iv) below by executing a Delivery Receipt as per Exhibit 7.
Escrow Services and Closing Procedures: The parties agree Insured Aircraft Title Service LLC will, as escrow agent ("Escrow Agent"), hold the First Stage Payment due at Aircraft Technical Acceptance and the Balance Due at Delivery and documents necessary to consummate the sale/purchase of each Aircraft. Seller will assist with establishing such escrow and will cover fees charged by the Escrow Agent.
Purchaser will make the Payment for each Aircraft in United States dollars by wire transfer to the Escrow Agent as follows:

Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-688-3704
mnewberry@insuredaircraft.com
www.insuredaircraft.com

Bank Wire Instructions
BANK OF AMERICA N.A.
211 N. Robinson Ave, Oklahoma City, OK 73102
ABA Routing: 026009593
Account No: 0028 6358 5210
Account Name: Insured Aircraft Title Service
Swift Code: BOFAUS3N
Reference: Aircraft Registration and Serial Number

(iii) When Seller has provided the Escrow Agent with a copy of the Aircraft Technical Acceptance signed by Purchaser, the Escrow Agent will release the First Stage Payment for the accepted Aircraft to Seller.

(iv) When Seller has provided the Escrow Agent with a copy of the Delivery Receipt as per Exhibit 7 signed by Purchaser for an Aircraft, the Escrow Agent will release the Balance for the delivered Aircraft to Seller. After confirming that all payment due have been received by Seller, Seller will then instruct the Escrow Agent to release the Owner Trust Documents for the delivered Aircraft to Purchaser, thereby transferring beneficial ownership to Purchaser.

In the event of a default by Seller in delivering an Aircraft, the Balance will be forwarded to Donor under the terms of this Agreement and instructions to the Escrow Agent in accordance with those terms. If the Parties do not agree on this matter, the Escrow Agent shall withhold payment until an agreement is reached between the Parties or a final judgement is passed.

d. **Failure to Review/Compliance with Delivery Date Events.** If Purchaser fails to (i) review the Aircraft or waive review, or (ii) comply with all Review, Acceptance and/or Delivery Date Events set out in Article 4, Purchaser will be in breach of this Agreement and the provisions of Article 6 will apply.

e. **Delivery.** Seller will deliver the Aircraft EXW (INCOTERMS 2010) at the Delivery Location specified in Part 1. If this Agreement is cancelled or terminated for any reason and Purchaser is entitled to reimbursement, the reimbursement is conditioned upon (i) Purchaser discharging any registration created by or through it or by persons claiming by or through it, and (ii) Purchaser presenting Seller with evidence of the discharge. Seller will be entitled to offset any costs, fees, or expenses incurred as a result of Purchaser's failure to discharge the registration.

**5. RISK OF LOSS; TRANSFER OF TITLE; REGISTRATION.** After the Aircraft has been accepted by Purchaser, Seller has received and accepted all monies owed as set out in Article 4, the Aircraft has been tendered for Delivery at the Delivery Location, and Purchaser has executed the delivery documents as further outlined in Part 2, article 4 C, then Seller will transfer to Purchaser all of its right in and to the Aircraft under the Owner Trust referred to in article 4 C (i). Risk of loss for the Aircraft will transfer from Seller to Purchaser upon Seller's delivery of the Owner Trust documents to Purchaser. Purchaser has sole responsibility for (i) obtaining all permits, licenses, and approvals for importation of the Aircraft into Greece and operation of the Aircraft, (ii) taking title to the Aircraft pursuant to Part 2, article 4 c (i) or registering the Aircraft with any other applicable aviation registry and timely providing any information to Seller necessary for such registration, and (iii) operating the Aircraft upon delivery.

**6. DEFAULT BY PURCHASER.** This Agreement may not be cancelled or terminated by Purchaser except as set out in this Agreement. The following events will be considered a default by Purchaser under this Agreement: (i) Purchaser informs Seller by any means that it will not take delivery of the Aircraft on the Delivery Date and Seller does not agree in writing to a later Delivery Date in which case Seller will inform of the reason; (ii) Purchaser fails to make, when due, any payment for which it is responsible under this Agreement; (iii) Purchaser fails to comply with the provisions of Article 4.b. and/or 4 c; or (iv) Purchaser breaches any of its other obligations under this Agreement and such breach is not cured within five (5) calendar days of the date of Seller's notice of default to Purchaser. The parties agree that Seller's damages in the event of such breach are difficult to quantify, but that the liquidated damages identified herein are the parties reasonable estimate of those damages. In the event of any default by Purchaser prior to Aircraft delivery, including any breach of Article 4, Seller is entitled to retain all paid deposits and to receive from Purchaser all remaining deposits due at the time of Purchaser's default not as a penalty but as liquidated damages and thereafter the Agreement will be terminated and the parties' rights and obligations under this Agreement will end. The parties agree that if Purchaser fails to obtain any permits and pay any fees as may be necessary for the Aircraft to be exported from the United States on the Delivery Date, Seller is entitled to receive from Purchaser reasonable liquidated damages for this default in the amount of $1,000 per day from the day after the Delivery Date until the Aircraft leaves the Delivery Location. The Aircraft will not be released until Purchaser has paid in full these post-delivery liquidated damages.

Purchaser will indemnify and hold Seller harmless from and against all losses, damages, claims, liabilities, and causes of action of every kind, character, or nature arising out of or related to Purchaser's failure to cause the Aircraft be exported from the United States on the Delivery Date. Such liability is limited to the total contract value.

**7. AIRCRAFT DELIVERY DELAY; FORCE MAJEURE; RETURN OF DEPOSIT AS SOLE REMEDY.**

**a. Delay for Any Cause.** If Seller fails to deliver an Aircraft on the Delivery Date, except as the result of a Force Majeure Event which is regulated in Article 7.b., Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 60 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.c (i).

**b.** For the purpose of this article 7 b, Force Majeure Event shall mean an event beyond a Party's control, including, but not limited to, strikes, lockouts, or other labor or industrial disturbances; riots; epidemics; war; governmental actions, inactions, or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government and Seller's inability to obtain any governmental certification, export, or

airworthiness approval for the Aircraft); fire; weather; delay in supplier deliveries. For the purposes of this Agreement, a Force Majeure Event will be deemed to include the current and ongoing Coronavirus (COVID-19) pandemic if the effects of the pandemic continue to affect manufacturing operations. Such effects may include but are not limited to, absenteeism, furloughs, orders or restrictions of government authorities, and inability to get supplies or services.

If Seller fails to deliver an Aircraft on the Delivery Date and the failure to timely deliver is the result of a Force Majeure Event, Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 200 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.c.(ii).

If for any reason beyond Seller's control, Spectrum Aeromed is in the opinion of the Seller unable to perform the modifications contracted to Spectrum Aeromed, then Seller shall, subject to Purchaser approval, which shall not be unreasonably withheld be entitled to perform the modifications itself or let another qualified provider perform the said modifications and shall promptly inform Purchaser in respect thereof. In this case the Parties shall if necessary discuss in good faith a modification to the Agreement with respect to Delivery Location, delivery and acceptance schedule, STC, warranties and other terms affected by this change, provided that the quality of the modifications and their performance shall not be impaired. In case an agreement is not reached, then article 7 applies.

**If Purchaser fails to timely fulfill any of its obligations (other than payment obligations) as a result of a Force Majeure Event, Purchaser will not be liable to Seller for any damages in relation thereof for the first 30 calendar days of any such delay. It is however understood that Purchaser shall not be entitled to invoke a Force Majeure Event to request or claim any postponement of an Aircraft delivery and acceptance and this Force Majeure provision shall not apply to the Purchaser's obligation to make any payment under this Agreement.**

**The parties will determine on or before September 1, 2020 if the current COVID-19 pandemic will delay either party's performance under this agreement. If there will be a delay in either party's performance the parties will agree to a later delivery date. Both parties will exercise their best efforts to agree to a later delivery date and will not unreasonably withhold agreement.**

**A Party invoking Force Majeure shall without delay send a notification to the other stating the nature of the situation or the event, its likely duration and foreseeable effects.**

**c. Purchaser's Damages.**

(i) If Seller fails to deliver the Aircraft after the Delivery Date as contemplated in Article 7.a. other that in connection with a Force Majeure Event, the parties can, on or before the 61st day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement solely in respect of the delayed Aircraft will end on the 61st day after the Delivery Date, Seller will return to the Donor who made the payment all paid deposits and any payment received by Seller under the Agreement in respect of the delayed Aircraft with interest (1 months LIBOR). Seller will pay Purchaser's documented travel costs to Fargo and/or Wichita limited to a maximum amount of USD 5,000.00, and any payment that the Seller has received from Buyer in respect of the delayed Aircraft will be returned to Buyer with interest (one month LIBOR) or any other sum paid directly by Purchaser to Seller in respect of the delayed Aircraft , with interest (one month LIBOR) and the parties will have no further liability to each other in respect of the affected Aircraft delivery . The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.

(ii) Subject to Purchaser's acceptance of a late Delivery Date pursuant to article 7.c (i), Purchaser shall be entitled to claim from Seller, as liquidated damages, an amount equal to USD 3,500 per day (the "Delay Fee") commencing with the sixty first (61st) day after the original Delivery Date, and ending on the date Seller tenders a Conforming Aircraft to the Purchaser under this Agreement. The Delay Fee shall be credited

toward the balance of the Purchase Price which is due from Purchaser on delivery of the Aircraft. Notwithstanding the foregoing, in no event shall the Delay Fee exceed one percent (1%) of the total Purchase Price due by Purchaser under the Agreement.

(iii) If Seller fails to deliver an Aircraft within 200 calendar days after the Delivery Date as contemplated in Article 7.b., due to a Force Majeure Event, the parties can, on or before the 200th day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement will end on the 200th day after the Delivery Date solely in respect of the delayed Aircraft, and the parties will have no further liability to each other in respect of the delayed Aircraft except, however, Seller will return to the Donor who made the payment all paid deposits and any payment received by Seller under the Agreement in respect of the delayed Aircraft with interest (1 months LIBOR) and the parties will have no further liability to each other in respect of the delayed Aircraft. The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.

(iv) The parties agree that the remedies outlined in this clause 7 are Purchaser's sole remedy for Seller's failure to deliver or to perform any of its obligations under this Agreement. Termination in respect of one Aircraft will not affect the Parties' obligations in respect of the other Aircraft.

**8. ASSIGNMENT.** Purchaser may not assign this Agreement or any right, title, interest, duty, or obligation under this Agreement (collectively "Assignment") without Seller's prior written consent. Seller will not consent to an Assignment to any business entity whose name includes one or more of Seller's trademarks or trade names. A direct or indirect change of more than fifty-one percent (51%) of Purchaser's ownership interest will be deemed an Assignment and breach of this Agreement unless Seller has specifically consented to the change in writing. Any attempted Assignment by Purchaser that does not conform with this Agreement will be null and void, constitute a breach of this Agreement, and Seller will have the remedies set out herein. At no time prior to delivery will Purchaser engage in speculation or any attempted selling or marketing of the Aircraft or its delivery position either directly or through a third party.

**9. CHOICE OF LAW AND JURISDICTION.** Seller and Purchaser agree this Agreement will be deemed made and entered into and will be performed wholly, save for the Modified Aircraft Technical Acceptance, within the State of Kansas, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser or the transaction that is the subject matter of this Agreement (collectively "Dispute") will be governed and construed under the laws of the State of Kansas, USA, exclusive of conflicts of laws. Any Dispute will be adjudicated solely and exclusively in the United States District Court for the State of Kansas, in Wichita, Kansas, or, if that court lacks jurisdiction, Kansas state courts of the 18th Judicial District. Each of the parties (i) consents to the exclusive, personal jurisdiction of these courts and, by signing this Agreement, waives any objection to venue of these Kansas courts, and (ii) agrees that final judgment brought in these courts will be conclusive and binding upon the parties and may be enforced in any other courts with jurisdiction over the parties. The parties waive any right they may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. The present Agreement is entered into by the Purchaser in its private capacity and the Purchaser hereby waives any form for protection and immunity of whatsoever description to which it may be entitled by virtue of it being and/or purporting to act as a sovereign state.

**10. COMPLIANCE WITH LAWS.**

**a. Mutual Compliance.** Both parties will comply with all applicable laws, rules, and regulations, including, but not limited to, all United States export, re-export, import and customs laws and regulations, the USA Patriot Act, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. Purchaser will obtain authorizations, permits, or licenses as required. Purchaser will provide Seller, as requested by Seller, with documentation such as import and re-transfer statements or certificates and information reasonably related to Seller's compliance with applicable laws and regulations. If Purchaser fails to provide Seller with requested documentation or information, Purchaser will be in breach of this Agreement and Seller will have the remedies set out herein. If Seller is unable to secure any required authorizations, permits, or licenses or if the transaction contemplated by this Agreement becomes prohibited by applicable law, executive order or regulation issued by the U.S. Government or other foreign government or political body to which Seller is subject, then the provisions of Article 7.b. will apply.

**b. End-Use/User Confirmation.** Purchaser will submit a completed End User Certification (reference Attachment 1 included with this Agreement) at least thirty (30) calendar days prior to when the Aircraft is Ready for Delivery. If this Agreement is executed within thirty (30) calendar days of the Ready for Delivery date, Purchaser will submit the completed End User Certification prior to Aircraft delivery. This certification must identify the (i) end-user of the Aircraft, (ii) end-use of the Aircraft, and (iii) country(s) where the Aircraft will be registered and operated. If this information changes prior to Aircraft delivery Purchaser will submit an updated End User Certification.

**11. LIMITED AIRCRAFT WARRANTY.**

**a. Seller's Written Limited Aircraft Warranty.** THE AIRCRAFT IS BEING SOLD TO PURCHASER AND ACCEPTED BY PURCHASER AT DELIVERY HEREUNDER IN ACCORDANCE WITH PART 2 article 4. AS OF DELIVERY THE AIRCRAFT IS ACCEPTED "AS-IS, WHERE IS," WITH ALL FAULTS. PURCHASER UNCONDITIONALLY ACKNOWLEDGES THAT AS OF THE DELIVERY DATE, WITH THE EXCEPTION OF THE WARRANTY OF TITLE, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AIRWORTHINESS, SERVICEABILITY, VALUE, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, AGE, OPERATION, PERFORMANCE, QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY PART THEREOF, CONFORMITY OF THE AIRCRAFT TO THE DESCRIPTION OR CONDITIONS SET FORTH HEREIN OR OTHERWISE PROVIDED TO PURCHASER OR AS TO THE ADEQUACY OF ANY AIRCRAFT DOCUMENTS, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THE LIMITED AIRCRAFT WARRANTY. **PURCHASER** WAIVES, AS AGAINST SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, ALL RIGHTS, REMEDIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, IN CONTRACT OR IN TORT, WITH REGARD TO THE AIRCRAFT.

**b. Manufacturer Warranties and services.** To the extent that any warranties are in effect with respect to the Aircraft (other than warranties which by their terms are non-assignable or which would be extinguished by their assignment), Seller hereby agrees to assign and transfer such to Purchaser including any balances to the extent they are transferable, at the time of delivery. In particular Seller assigns and transfers to Purchaser all warranties under Part 3 B and Exhibit 9 of the Agreement. If there are any subsisting warranties which could not be assigned despite Seller's commercially reasonable efforts, or if any necessary consents of such assignment were refused, then Seller shall, at Purchaser's costs and expense, take such action as Purchaser may reasonably request to enforce such manufacturer's or supplier's warranties or any other of Seller's rights, interests and benefits mentioned above. For the avoidance of doubt, the Aircraft is sold without engine and airframe maintenance programs.

Seller will also assign and transfer to Purchaser the benefit of any training program and other services provided by the Aircraft manufacturer.

For Purchaser-furnished equipment and modifications to the Aircraft made by third parties at Purchaser's request are provided and administered by the third parties providing the equipment or modifications. Seller disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to such exclusions.

**c. Other Warranties.** The equipment and installation listed in Part 1, under Modifications, are not warranted directly by Textron Aviation Inc. The Modifications, equipment and installation are warranted directly by Spectrum Aeromed. Copies of the applicable warranties are attached hereto as exhibit 9 Reference to "Seller" in the Spectrum Aeromed warranty is intended as a reference to Spectrum Aeromed.

Equipment and component warranties are governed by the original equipment manufacturer (OEM). Seller does not warrant equipment or components of the equipment or component. Seller does not warrant Modifications performed by a third party.

If Modifications are performed or provided by other third parties (i.e. any party other than Seller, Textron, Spectrum Aeromed or subcontractors employed by them), Purchaser will receive any warranties provided by those parties. Seller disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to modifications, equipment and components supplied by third parties.

**d. Laws and Limitations.** The laws of some states and jurisdictions do not permit certain limitations on warranties or remedies. If such laws apply, the foregoing exclusions and limitations are amended insofar and only insofar as required by law.

**e. Modified Aircraft.** If, after Aircraft delivery by Seller, Purchaser installs equipment controlled by the United States International Traffic in Arms Regulations ("ITAR") or the United States Export Administration Regulations ("US EAR – 600 Series equipment") on the Aircraft, Purchaser will immediately notify Seller, Seller's written Limited Aircraft Warranty will be null and void, and other manufacturers' warranties may also be null and void. Seller and associated service providers (collectively "Service Providers') will comply with all ITAR and US EAR regulations in providing service and support for modified Aircraft, including prohibitions against dealing with embargoed countries. Without prior U.S. government authorization, which may be granted or denied in the U.S. government's sole discretion and may take several months to obtain, Service Providers may not be able to support modified Aircraft. Purchaser will provide information requested by Service Providers to support U.S. government applications to export parts and services. If Purchaser fails to provide such information or Service Providers fail to obtain required U.S. government authorizations for reasons beyond their control (even though Service Providers have no obligation to seek such authorization), then Service Providers will not have any further obligation to support Purchaser's modified Aircraft.

**12. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME,

LOSS OF CONVENIENCE, LOSS OF VALUE OR COMMERCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**13. SEVERABILITY AND WAIVER.** If any provision of this Agreement is or becomes null or unenforceable by operation of law, the other provisions will remain valid and enforceable. The waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or any other provision nor will it be considered a waiver of the provision itself.

**14. OUTSIDE COMPLETION SUPPORT.** Purchaser acknowledges and agrees that Seller has no responsibility to provide any documentation or data to Purchaser or Purchaser's designated customizing supplier to support any outside completion effort (i.e. any completion effort provided by any party other than the Aircraft manufacturer) not included as part of this Agreement. If, in Seller's sole discretion and upon its terms, such documentation or data is supplied to Purchaser's designated customizing supplier, any delays or costs that result from such support will be the sole responsibility of Purchaser and its designated customizing supplier.

**15. NOTICES.** Except as otherwise provided herein, notices required under this Agreement will be in writing, in English, and sent by electronic mail ("E-Mail") with confirmation; by courier; or by registered mail return receipt requested. Notice to Seller will be sent to Seller's E-Mail address or address set forth in this Agreement. Notice to Purchaser will be sent to Purchaser's address set forth in this Agreement or to Purchaser's E-Mail address provided by Purchaser. E-Mail addresses and addresses may be changed by either party upon notice, per the terms of this Article, to the other. All notices will be deemed given on the date they are transmitted or placed in the hands of courier or post for delivery.

**16. ORDER OF PRECEDENCE.** In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency or conflict will be resolved by giving precedence in the following order: Part 1, Part2, Part 3, exhibits.

**17. CAPTIONS; ENTIRE AGREEMENT; AMENDMENTS; DRAFTING; SURVIVAL; CONSENT.** Captions used in this Agreement are for convenience of reference only and will not be deemed a part of this Agreement or used in construing its meaning. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements, representations, negotiations, proposals, or discussions between the parties with respect to its subject matter. No modification to this Agreement will be effective unless in writing as an Amendment to this Agreement, which specifically references this Agreement, and is signed by both parties ("Amendment(s)") except, however, if an Aircraft has been identified with a serial number Purchaser can change to a different serial number Aircraft if the new serial number Aircraft has the identical specifications, configuration, and pricing without an Amendment to this Agreement, in which case the Seller will provide explanation to the Purchaser. This Agreement is binding on Seller and Purchaser, their successors, heirs, executors, administrators, and permitted assignees. This Agreement is to be construed as if drafted jointly by the parties and no presumption will arise favoring or disfavoring either party by virtue of the authorship of any provision of this Agreement. The provisions of this Agreement survive closing and delivery of any documents of title with respect to the Aircraft. Purchaser hereby consents to receiving general business and product information, promotions, offers, invitations and various marketing material from Seller and its affiliates by mail, E-Mail, phone or other method.

**18. LIABILITY INSURANCE**

The Seller shall maintain a general liability insurance covering its maximum aggregate liability under the Agreement. The maximum payable amount under such insurance shall not exceed the initial deposit and stage payments. The Seller shall maintain this insurance in full force, throughout the term of the Agreement and until the aircrafts is delivered in Greece.

**19. NETTING OF CLAIMS AND LIABILITIES**

The netting-out of claims and liabilities arising from this Agreement, shall be permitted between the Purchaser and the Seller.

**20. WAIVER OF RIGHTS**

The present Agreement is entered into by the Purchaser in its private capacity and the Purchaser hereby waives any form for protection and immunity of whatsoever description to which it may be entitled by virtue of it being and/or purporting to act as a sovereign state.

The omission of a Party to enforce the strict fulfilment of any provision of the Agreement or the failure or any delay by a Party in the exercise of any right or redress claims shall not be construed as a waiver of the right to claim remedy and may not result in a reduction in the obligations resulting from the Agreement.

21. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind.

22. **CONFIDENTIALITY.** The terms, conditions, and pricing of this Agreement are confidential and Purchaser may not disclose such to any third party, in whole or in part, except as may be necessary to carry out its obligations under this Agreement.

23. **DATA PRIVACY.** Seller may receive or retain Personal Data (defined below) from Purchaser in connection with the purchase, registration or ongoing service or support of the Aircraft. This may include Personal Data of Purchaser, its employees, agents and/or other authorized representatives involved with the operation, maintenance, support and training for the Aircraft (collectively "Users"). Personal Data may include any User's first and last name, email address, telephone number, record of purchases, training programs, and other information as requested to facilitate or complete delivery of products, services or support concerning the Aircraft including the provision of ongoing support, maintenance, repair and training. Seller will process Users' Personal Data only as necessary for this transaction as set out herein and to enable the continuous improvement, marketing and support of Seller's products and services.

24. **BINDING CONTRACT.** This Agreement is binding as of the moment executed copies are exchanged via e-mail between the Parties but will only become effective upon receipt of the Initial Deposit for both AircraftBy signing below, the signatories to this Agreement verify they have read the complete Agreement, understand its contents and have full authority to bind and do hereby bind their respective parties.

25. **ELECTRONIC TRANSACTIONS.** Should the parties mutually agree to execute this Agreement and Amendments electronically through Seller's e-signature vendor Purchaser agrees to accept communications from Seller's e-signature vendor. Electronic signatures will have the same legal significance as written signatures pursuant to the Electronic Signatures in Global and National Commerce Act and the Kansas Uniform Electronic Transactions Act.

26. **COUNTERPARTS.** This Agreement may be signed in counterparts. Signature scanned and sent to the other party via E-Mail or similar methods will be binding. Each counterpart will be deemed an original for all purposes and together they will constitute one and the same instrument.

Signature

Type or Print Name

Title

Date

Signature

Tom Sverstad –
Director Busines deveopment

Date 20 May 2020

# PART 3 A

The Specification of the aircraft to be delivered under this contract is based on the Textron King Air B350C (Utility interior) Specification and Description, "February 2020 Serial number 85 to TBD" as enclosed with the agreed modifications as defined in the following.

## 1. Military registration

The aircraft will be registered and operated by Hellenic Air Force under Military registration.

## 2. Performance data

All performance data is based on a standard aircraft configuration as described in Part 3 B and after Medivac STC number: FAA: SA1213CH is applied. There will be adoptions developed for the specific requirements which will lead to change in this STC.

## 3. Details of the Ambulance Modification

**Provide Dual Air Ambulance Configuration, including:**

Two (2) 2200-016 Base Unit

One (1) 1213-001 Stretcher (183 cm long)

One (1) 1213-002 Stretcher (195 cm long)

**Each Base unit contains:**

One (1) 3,500 ltr.O2 Bottle, One Sine wave Inverter , Dual Air Pumps, & One Vacuum-Pump

One (1) 1403-015 Stretcher Bridge w/400187 D-Cylinder Mount, (bridge over the feet of the patient to mount medical devices during patient transition)

One (1) 6336 Seat Track Adapter

One (1) 400188 IV-Pole & WO588 Overhead IV-Mount, to mount infusion bags

**Common equipment for both Base Units:**

One (1) SP-KT 84 Ceiling Integrated Brownline Mounting Rail Kit

One (1) SP-KT 85 Pneumatic Installation Kit

One (1) SP-KT 86 Electrical Overhead Installation Kit with:
- five (5) AC outlets per patient location in the overhead
- four (4) AC outlets per stretcher base
- one (1) DC outlet (28V) in the base (to supply power to the loader
- two (2) USB charger plugs, 2.1 Amp per patient in Stretcher base

One (1) SP-KT 87 RH Sidewall Installation Kit

One (1) 1430-014 Low Profile Storage Drawer Cabinet one between the two base units

One (1) W0576 Fwd R/H Storage Drawer Cabinet

One (1) W0589 Table Assembly one fwd L/H

Eight (8) 400189 Overhead Equipment Mounting Brackets (weight limit 20lbs each)

One (1) Electrical Patient Loader

One (1) Install Dual Ambulance Configuration (Includes Cargo Net Install)

One (1) Provide Full-Length Baggage Web

The 183 and 195 cm stretchers are both compatible with the base units and they can be mixed in any combination.

## 4. Crosswind

Manufacturer's AFM/POH defines "Demonstrated Crosswind: The maximum 90 degree crosswind component for which adequate control of the airplane during take-off and landing was actually demonstrated during certification. The value shown is not limiting." The AMF/POH lists the "Maximum Demonstrated Crosswind Component - 20 knots." However, the aircraft is capable of operations with 25 knots or greater cross wind component operation

## 5. Cabin

Exhibit no2 & APA_pg3 "Aircraft Configuration"
Main dimensions of the stretchers are 195x56 cm and 183x56 cm. The stretcher bases have a smaller footprint and do not exceed the stretchers.

## 6. Training agreement & additional Services

To the extend any of the following additional services is provided by the Aircraft manufacturer to the Seller, t Seller shall to the extent assignable, transfer to the Purchaser the benefits of the following services:

One (1) Yr Jeppesen Charts Region Subscription (Europe & Mediterranean)

One (1) Yr Flt Mgmt System Database Region Subscription (Europe & Mediterranean)

Two (2) Std Entitlement Pilot Initial Training per Aircraft

Two (2) Std B1 Maintenance Initial Training including Engine per Aircraft

Two (2) B1 Maintenance Practical Training (in total for both Aircraft)

Two (2) B2 Avionics Initial Training (in total for both Aircraft)

Two (2) B2 Avionics Practical Training (in total for both Aircraft)

Ten (10) Yrs Online Access ProLine Fusion POH / AFM

Ten (10) Yrs Online Access Fusion Pilot Checklist

Ten (10) Yrs Maintenance Library w/DVD & Online Access

Pilots' and technicians' training prequalifications as per Textron syllabus or equivalent per applicable Greek state regulations. For non-civil licensed trainees certificates of attendance will be provided.

Textron Aviation is aware of the training being offered as part of this contract and is providing this training under FlightSafety Textron Aviation as per the course descriptions listed in Exhibit 11. All parties involved are committed, to their best efforts, to plan and complete the training prior to the technical receipt of the 1st aircraft in Wichita. The delivery of training shall be subject to the provisions of Article 7 of this APA.

The Seller disclaims any liability of whatsoever nature and description in respect of the sajd services.

**PART 3B**

Beechcraft
TEXTRON AVIATION

KING AIR 350C (UTILITY INTERIOR)

# SPECIFICATION AND DESCRIPTION



FEBRUARY 2020

SERIAL NUMBER FM-85 TO TBD

# SPECIFICATION AND DESCRIPTION

Beechcraft
TEXTRON AVIATION

KING AIR 350C ‘UTILITY INTERIOR’

SERIAL NUMBER FM-85 TO TBD

FEBRUARY 2020

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# INTRODUCTION

This Specification and Description provides general information about the design, performance and standard equipment of the Beechcraft King Air 350C with a 'Utility Interior', Serial Number FM-85 to TBD (hereinafter "King Air 350C" or "Aircraft"). Due to the lapse of time between the date of this publication and Aircraft delivery, Textron Aviation Inc. (hereinafter "Seller") reserves the right to revise this Specification and Description when occasioned by product improvements, government regulations, or other good cause, as long as the revisions do not result in a material reduction in Aircraft performance. If there is a conflict between this Specification and Description and the Aircraft Purchase Agreement into which it is incorporated, the terms and conditions of the Aircraft Purchase Agreement control.

For further information contact:

Textron Aviation Contracts
Textron Aviation Inc.
P.O. Box 7706
Wichita, Kansas 67277-7706

Telephone: 316-517-6000
E-Mail: contracts@txtav.com

# THE AIRCRAFT

## 1. GENERAL DESCRIPTION

The King Air 350C is a twin engine turboprop aircraft fitted with the optional cargo door. The Aircraft with a ‘Utility Interior’ as described herein forms the baseline for special mission configurations. The Aircraft is certified for a single pilot operation.

Two Pratt & Whitney Canada PT6A-60A turboprop engines with Hartzell four blade propellers power the King Air 350C, and a fully integrated Collins Aerospace Pro Line Fusion digital avionics suite provides pilot(s) with state-of-the-art touchscreen controls.

### 1.1 Certification

The King Air 350C is certified in accordance with U.S. 14 CFR Part 23, Commuter Category, including day, night, VFR, IFR, and flight into known icing conditions. The King Air 350C is compliant with RVSM certification requirements.

Note: Specific operator approval is required for operation within RVSM airspace; Seller offers a no-charge service to assist with this process.

### 1.2 Purchaser’s Responsibility

International aircraft certification may require modifications to and the incorporation of additional equipment into the Aircraft. The Aircraft purchaser (“Purchaser”) is responsible for the costs of any such modifications and incorporation of additional equipment. In addition, the Purchaser is responsible for obtaining approval to operate the Aircraft from the relevant civil aviation authority and for understanding and complying with applicable crew requirements.

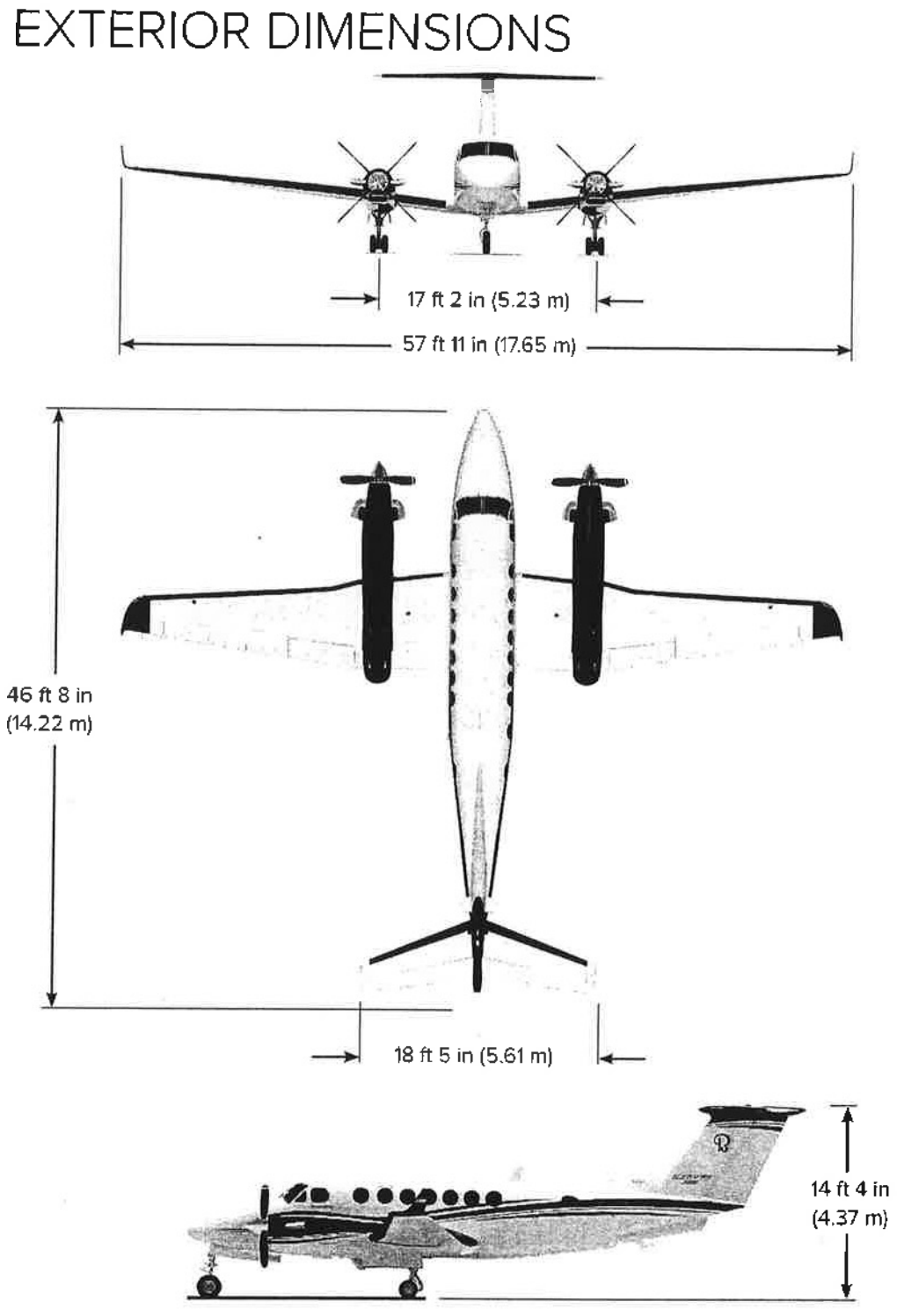



Figure 1: Exterior Dimensions

# INTERIOR DIMENSIONS

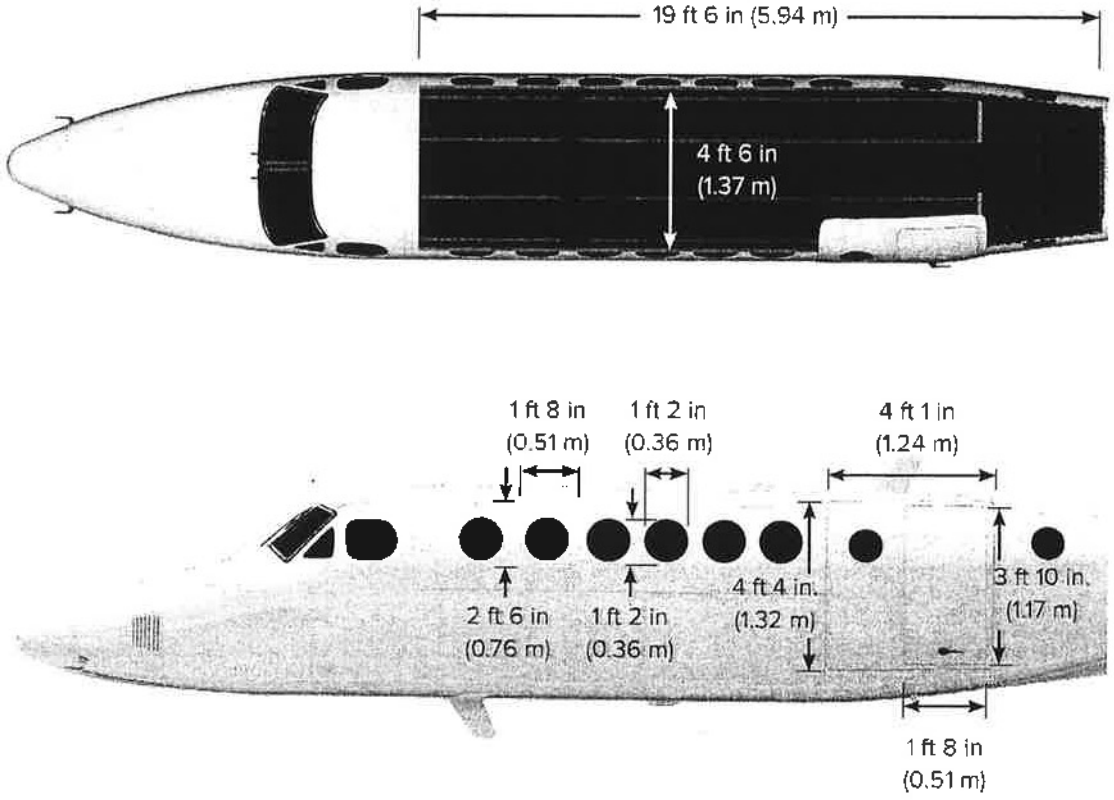



Figure 2: Interior Dimensions

## 1.3 Approximate Dimensions

| | |
|---|---|
| **OVERALL HEIGHT** | 14 ft 4 in (4.37 m) |
| **OVERALL WIDTH** | 57 ft 11 in (17.65 m) |
| **OVERALL LENGTH** | 46 ft 8 in (14.22 m) |
| **WHEELBASE** | 16 ft 3 in (4.95 m) |

| | | | |
|---|---|---|---|
| **WING** | **SPAN** (overall) 57 ft 11 in ( 17.65 m) | **AREA** 310 ft² (28.8 m² ) | **SWEEP** (at 25% chord) 0˚ |
| **HORIZONTAL TAIL** | **SPAN** (overall) 18 ft 5 in (5.61 m) | **AREA** 68 ft² (6.32 m² ) | **SWEEP** (at 25% chord) 17˚ |
| **VERTICAL TAIL** | **HEIGHT** (overall) 14 ft 4 in (4.37 m) | **AREA** 52.3 ft² (4.86 m² ) | **SWEEP** (at 25% chord) 37.1˚ |
| **CABIN INTERIOR** (with Utility interior) | **HEIGHT** (max) 4 ft 9 in (1.45 m) | **LENGTH*** 24 ft 10 in (7.75 m)<br>**LENGTH**** 19 ft 6 in (5.94 m) | **WIDTH** (max) 4 ft 6 in (1.37 m) |

* Cabin Length: Forward pressure bulkhead to aft bulkhead.
** Cabin Length: Cockpit divider to aft bulkhead.

## 1.4 Design Weights and Capacities

| | |
|---|---|
| **MAXIMUM RAMP WEIGHT** | 15,100 lb (6,849 kg) |
| **MAXIMUM TAKEOFF WEIGHT** | 15,000 lb (6,804 kg) |
| **MAXIMUM LANDING WEIGHT** | 15,000 lb (6,804 kg) |
| **MAXIMUM ZERO FUEL WEIGHT** | 12,500 lb (5,670 kg) |
| **BASIC OPERATING WEIGHT** (1 pilot, 200 lb) | 9,350 lb (4,241 kg) |
| **FUEL CAPACITY** (usable at 6.7 lb/gal) | 3,611 lb (1,638 kg) |

# 2. PERFORMANCE

All performance data is based on a standard aircraft configuration, operating in International Standard Atmosphere (ISA) conditions with zero wind. Takeoff and landing lengths are based on a flat, even, hard surface at sea level with dry runway. Actual performance will vary with the individual aircraft and other factors such as environmental conditions, aircraft configuration, and operational/ATC procedures.

| | |
|---|---|
| **TAKEOFF FIELD LENGTH** (Maximum Takeoff Weight, Flaps Approach, A/C and Bleed Air On) | 3,300 ft (1,006 m) |
| **MAXIMUM CERTIFIED ALTITUDE** | 35,000 ft (10,668 m) |
| **MAXIMUM CRUISE SPEED** (+/- 3%) (26,000 feet (7,925 m) altitude; 12,000 pounds (5,443 kg) cruise weight; maximum cruise power) | 312 KTAS ( 578 km/hr) |
| **MAXIMUM FERRY RANGE** (One pilot, no payload, Max Range Cruise, NBAA IFR Reserves with 100 NM alternate) | 1,895 NM (3,506 km) |
| **NBAA IFR RANGE** (Max weight, full fuel payload, one pilot, Max Speed Cruise, 100 NM alternate) | 1,485 NM ( 2,750 km) |
| **LANDING DISTANCE** (Maximum Landing Weight, Flaps Down, no Prop Reverse) | 2,692 ft (821 m) |
| **CERTIFIED NOISE LEVELS** (Complies with 14 CFR 36, Appendix G) | |
| Takeoff | 72.9 dB(A) |

# 3. DESIGN LIMITS

| | |
|---|---|
| **DESIGN LOAD LIMITS** | |
| Flaps Up | -1.24 to +3.10G |
| **OPERATING LIMIT SPEEDS** | |
| $V_{MO}$ (sea level to 21,000 ft (6,400 m)) | 263 KIAS (487 km/hr) |
| $V_{MO}$ (21,000 ft (6,400 m) to 35,000 feet (10,668 m)) | 263 to 194 KIAS (487 to 359 km/hr) |
| $M_{MO}$ | Mach 0.58 (indicated) |
| **FLAP LIMIT SPEEDS** | |
| $V_{FF}$ (Flaps Approach) | 202 KIAS (374 km/hr) |
| $V_{FE}$ (Flaps Full Down) | 158 KIAS (293 km/hr) |
| **LANDING GEAR LIMIT SPEEDS** | |
| $V_{LO}$ (extension) | 184 KIAS (341 km/hr) |
| $V_{LO}$ (retraction) | 166 KIAS (307 km/hr) |
| $V_{LE}$ (emergency operating) | 184 KIAS (341 km/hr) |

# 4. FUSELAGE

## 4.1 Design and Construction

The King Air 350C incorporates a “square oval” fuselage of metallic construction with an internal cabin. A dropped aisle in the passenger cabin provides optimized cabin room and passenger comfort.

## 4.2 Nose Section

The nose section has a contoured radome. The glass and acrylic windshields meet bird resistance requirements of Part 23, Commuter Category; they are electrically heated and defogged.

## 4.3 Interior Spaces

The flight compartment and cabin are described in Section 10 and 11, respectively.

## 4.4 Aft Fuselage

The aft fuselage contains space for the oxygen bottle and cockpit voice recorder. An optional flight data recorder may also be located in this area.

## 4.5 Cargo Door

The King Air 350C is fitted with a large upward and outward opening cargo door. Integral to the cargo door is a passenger airstair door which allows passengers to enter and exit the cabin without the need to open the main cargo door.

# 5. WING

The Aircraft features a straight wing with semi-monocoque construction incorporating dual spar structures from wing tip to wing tip.

Electrically driven flaps are attached to the trailing edges of each wing.

Winglets of composite construction are fitted at the wingtips to improve performance.

# 6. EMPENNAGE

The empennage features a vertical and horizontal stabilizer in a T-tail configuration.

# 7. LANDING GEAR

## 7.1 Design and Construction

The main landing gear hydraulically retracts forward into each engine nacelle. For back-up operation, the landing gear extension is accomplished by a manual system that requires the landing gear to be pumped down using the alternate extension handle.

## 7.2 Nosewheel Steering

The nose gear assembly is of conventional strut design. Nosewheel steering is mechanically actuated by the rudder pedals.

## 7.3 Brakes and Tires

The multi-disc, metallic-lined brake assemblies, one at each main gear wheel, are hydraulically operated. Brake de-ice using engine bleed air is fitted as standard.

The King Air 350C is equipped with dual wheels and tires on the main gear (four tires; two each left and right main) and a single wheel and tire on the nose gear.

| | PLY | MAX SPEED RATING | SIZE |
|---|---|---|---|
| **NOSE GEAR TIRES** | 8 | 160 mph | 22 x 6.75-10 |
| **MAIN TIRES** | 10 | 190 mph | 22 x 6.75-10 |

# 8. PROPULSION

## 8.1 Powerplant

The Aircraft is powered by two Pratt & Whitney Canada PT6A-60A turboprop engines installed on the wings. The PT6A-60A engines are free turbines, therefore, the power requirement during engine start is relatively low.

The propulsion system is operated by the power levers, propeller levers, and condition levers.

| | |
|---|---|
| **TAKEOFF POWER RATING** (at sea level) | 1,050 SHP EACH |
| **FLAT RATED TO** | ISA+10°C |
| **HOT SECTION INSPECTION/TBO** | 1,800 HR/3,600 HR |

### 8.2 Propellers

Each engine is equipped with an aluminum Hartzell 105-inch diameter four blade, full feathering, constant speed propeller.

## 9. SYSTEMS

### 9.1 Flight Controls

The manually operated primary flight controls are mechanically operated through a push rod, cable and bellcrank system. The primary flight controls consist of one aileron on each wing, one elevator on the horizontal tail and one rudder on the vertical tail.

Secondary flight controls include mechanical trim for the roll and yaw systems, as well as mechanical and electrical trim for the pitch system. Four flaps, mounted on the wings are electrically operated by the Direct Current (DC) system. All control surfaces are of aluminum construction. A single yaw damper system improves performance and comfort.

### 9.2 Fuel System

The King Air 350C features a conventional, large capacity fuel system that provides an independent fuel supply for each engine.

There are two separate systems connected by a crossfeed line. The fuel system for each engine is further divided into a main and auxiliary fuel system. The main system consists of a nacelle tank, two wing leading edge tanks, two box section bladder tanks, and an integral (wet cell) tank, all interconnected to flow into the nacelle tank by gravity.

The auxiliary fuel system consists of a center section tank with its own filler opening and an automatic fuel transfer system to transfer the fuel into the main fuel system. When the auxiliary tanks are filled, they will be used first.

Fuel is supplied to the engines through an engine driven fuel pump mounted on the accessory case in conjunction with the fuel control unit.

Refueling is accomplished through over wing filler ports with flush mounted fuel caps.

The King Air 350C is certified for a variety of fuels.

Total useable fuel is 3,611 lb (1,638 kg).

## 9.3 Electrical System

The Aircraft's electrical system is powered by two engine-driven 28V DC, 300 amp, starter/generators. The Aircraft's battery is a 24 volt, 42 ampere-hour lead acid battery, which is located in the right inboard wing leading edge. A 28V DC external power receptacle is provided for connection of an external power unit.

Power from these sources is distributed through the DC electrical power distribution system, which provides power to the individual electrical loads through a multi-bus system. If all engine-driven power is lost, the Aircraft main battery provides power to the triple-fed bus for a limited period of time.

A 1,000 volt-ampere inverter located in the center fuselage under the floor provides 115 volt 60 Hz AC power to four electrical outlets located in the cabin.

## 9.4 Exterior Lighting System

### 9.4.1 Primary

Standard exterior lighting consists of recognition lights, landing lights, position lights, white flashing beacons on tail and fuselage, strobe lights on the wing tips and tail, and taxi lights (located on the nose landing gear).

### 9.4.2 Secondary

Courtesy lights illuminate the entrance door area. 'Logo' lights located in the horizontal tail illuminate the vertical stabilizer. Other secondary lighting includes two wing leading edge ice lights.

## 9.5 Pressurization and Environmental System

Bleed air from each engine supplies cabin pressurization through a pressurization controller. Manual adjustments, such as cabin altitude and cabin rate of climb, are required for individual comfort. Engine bleed air is also utilized to provide heating and an air-conditioning unit provides cooling. A digital control unit automatically regulates the temperature of air delivered to the cabin and the flight compartment.

**CABIN PRESSURIZATION***

| | |
|---|---|
| Nominal Maximum Pressurization Differential | 6.5 PSID |
| Cabin Altitude at Aircraft's Certified Ceiling | 10,375 ft @ 35,000 ft |

*NOTE: Nominal cabin pressurization differential refers to the control setpoint programmed into the pressurization controller. There can be variances from this value due to system design tolerances.

A supplemental heating system is provided for cabin heating on the ground through the Aircraft electrical system or by a 28V ground power cart.

### 9.6 Oxygen System

An automatic dropout oxygen mask is provided for each passenger. Pressure demand masks are provided for the crew. Oxygen pressure readout is provided by a gauge located on the co-pilot's right sub-panel.

### 9.7 Anti-Icing System and Rain Removal

9.7.1 Ice

An inertial separation system is built into each engine air inlet to prevent moisture particles from entering the engine inlet plenum under icing conditions. Engine exhaust heat is utilized for heating the engine air inlet lips. The wing leading edge and horizontal stabilizer leading edge anti-icing boots are driven by bleed air. Electric heat is used to remove ice from the windshield, pitot mast, fuel vent, propellers and stall warning vane.

9.7.2 Rain

The windshield has dual, two speed electromechanical windshield wiper system for rain removal on the ground and during slow speed flight operations.

### 9.8 Hydraulic System

The hydraulic system is powered by an electric motor-driven pump and provides hydraulic pressure for landing gear retraction and extension.

## 10. FLIGHT COMPARTMENT

### 10.1 General

The Collins Aerospace Pro Line Fusion is the featured avionics suite on the King Air 350C. Three full-color Electronic Flight Instrumentation System (EFIS) Adaptive Flight Displays featuring touch screen operation are included.

Two complete crew stations are furnished with dual controls, including control columns, adjustable rudder pedals, and brakes. Each crew seat features an adjustable headrest and inboard armrest and includes a five-point restraint harnesses with some storage space provided behind each seat. The oxygen system provides two pressure demand masks with microphones for the crew members. The oxygen masks are stored in the overhead roof panel and circuit breaker panels are located on both the pilot's and co-pilot's sidewalls.

Illuminated panels, instrument floodlights, push button switches, and background lighting are standard in the flight compartment.

## 10.2 Instrumentation




| | |
|---|---|
| 1. Pilot's Primary Flight Display (PFD) | 7. Audio Panels |
| 2. Multi-Function Display (MFD) | 8. Flight Guidance Panel |
| 3. Copilot's Primary Flight Display (PFD) | 9. Electronic Standby Instrument System |
| 4. Multifunction Keypad | 10. Cockpit Voice Recorder |
| 5. Cursor Control Panels | 11. Pressurization System Controls |
| 6. Single Knob Baro/Tilt Controls | |

Figure 3: Instrumentation

## 10.3 Avionics

The Collins Aerospace Pro Line Fusion integrated avionics system includes three touchscreen LCD panels, flight crew radio communications, Flight Management System, Engine Indicating and Crew Alerting System, Automatic Flight Control System, Air Data System and Attitude/Heading Reference System.

During the normal course of aircraft manufacturing, maintenance, and operation, technicians install or update certain software and data onto standard and optional avionics and other equipment. During the course of such installation, it may be necessary to digitally "accept" or otherwise consent to certain supplier required end-user license agreements ("EULA") and other terms and conditions in order to proceed with the software or data installation process. These are commonly referred to as "click-wrap" or "click-through" digital agreements. Purchaser hereby authorizes and consents to technicians clicking "accept" on such agreements and agrees to be bound by the terms of such agreements. Purchaser acknowledges and agrees to independently review such "click-wrap" agreements.

### 10.3.1 Flight Displays

The Pro Line Fusion system includes three 14-diagonal-inch, high-resolution Liquid Crystal Displays (LCD) in widescreen, landscape orientation. The two outer displays are the Primary Flight Displays. The Multi-Function Display is centrally located. The primary and multi-function displays incorporate touchscreen technology to allow for interactive control of display functions.

#### 10.3.1.1 Primary Flight Displays (PFDs)

The two PFDs are located on the pilot's and copilot's instrument panels. The PFDs display primary attitude, heading, altitude, airspeed, navigation, flight guidance and pilot selectable formats.

#### 10.3.1.2 Multi-Function Display (MFD)

The MFD provides display of engine indication, crew alerting messages and pilot selectable formats including maps, charts, weather, navigation data, avionics diagnostics and checklist.

All Flight Displays can operate in full-screen or split-screen mode. Multiple reversionary modes provide for control redundancy.

Applicable subscription services are the Purchaser's responsibility.

10.3.2 Radio System

The radio system includes the Global Positioning System, Wide Area Augmentation System (WAAS) receivers, Very High Frequency (VHF) communication radios, VHF navigation radios and glideslope receivers in addition to supporting input-output processing and Flight Director functions.

10.3.2.1 Global Positioning System (GPS)

The Pro Line Fusion system includes a single GPS with WAAS/LPV receiver.

10.3.2.2 Very High Frequency Radio (VHF)

The Pro Line Fusion system includes two standard VHF voice radios. The VHF voice radios are controlled by the flight crew through the touch screen or multifunction keypad.

10.3.2.3 Navigation Receivers

The Pro Line Fusion system includes two standard VHF navigation radios controlled by the flight crew through the touch screen or multifunction keypad.

10.3.3 Audio System

The dB Systems model 700 amplifiers with Model 804 (pilot) / Model 805 (copilot) Audio Panels feature dual auto COMM and audio switches, crew interphone, dual cockpit speakers, microphone key button on pilot and copilot control wheels, dual hand-held microphones, dual boom microphone handsets, voice and ident filters.

10.3.4 Cockpit Voice Recorder (CVR)

A Solid State Cockpit Voice Recorder (CVR) with a 120 minute recording time is included with the Aircraft.

10.3.5 Flight Management System (FMS)

A dual Flight Management System (FMS) is fully integrated into the Pro Line Fusion system. Each FMS provides navigation and flight planning. Supported features include (among others):

- Map Displays — Moving map on the MFD
- Flight Planning — Direct-To navigation, lateral and vertical navigation, procedures, etc.; flight planning is controlled by the touchscreen, cursor control panels or multifunction keypad. Flight plans can also be uploaded via USB.

- Enroute and terminal operations
- Navigational Operations based upon VOR/DME, DME/DME and GPS providing RNP 0.3 accuracy and WAAS/LPV approach capability and Radius-to-fix (RF) legs.

Applicable subscription services are the Purchaser's responsibility.

10.3.6 Electronic Charts

The Electronic Charts function allows the crew to view geo-referenced electronic navigation charts that display “own-ship” aircraft position for enhanced situational awareness during approaches. Airport diagrams can be displayed after landing to make surface navigation easier. Displaying charts on each PFD is an optional feature.

Applicable subscription services are the Purchaser's responsibility.

10.3.7 Surface Management System

The Surface Management System provides automated checks and aural advisories to the flight crew, and adds a visual overlay that highlights the target runway on the airport chart display.

Fusion supports runway awareness by displaying aircraft position during taxi. Should an unsafe takeoff or landing operation occur aural alerts and other annunciators provide additional situational awareness.

10.3.8 Distance Measuring Equipment (DME)

A single DME-4000 unit is integrated into the Pro Line Fusion system. This unit provides DME information to the pilots and provide scanning DME/DME input capability for the Flight Management System.

10.3.9 Engine Indicating and Crew Alerting System (EICAS)

The Engine Indicating and Crew Altering System (EICAS) provides an electronic display of primary engine operating information and provides alerts and display changes when operating outside limits. Crew alerts include caution, warning, advisory and status annunciators on the MFD.

10.3.10 Flight Guidance System (FGS)

The Automatic Flight Control System (AFCS) is part of the Pro Line Fusion system. The AFCS can be divided into the following functions:

- Flight Director—The Flight Director provides vertical/lateral mode selection and processing, command bars showing pitch/roll guidance, and pitch/roll commands to the autopilot.
- Autopilot—The autopilot provides automatic flight control in response to Flight Director steering commands, attitude and rate information and airspeed.
- Yaw Damper—The yaw damp actuator provides Dutch roll damping and turn coordination in response to yaw rate, roll angle, lateral acceleration and airspeed.
- Automatic Pitch Trim—The pitch trim system provides automatic pitch trim when the autopilot is engaged.

10.3.11 Air Data System

The Air Data System (ADS) supplies digital output signals (airspeed and altitude) to the AHRS, transponders and Flight Guidance System. The system is RVSM capable.

10.3.12 Attitude/Heading Reference System (AHRS)

The Attitude/Heading Reference System (AHRS) provides attitude, heading and flight dynamics information to the flight control and display system.

10.3.13 Transponders with ADS-B Out Capability

The Pro Line Fusion system includes dual TDR-94D solid-state, airborne, Mode A/C/S air traffic control Transponders with Flight ID and is ADS-B Out compliant with the DO-260B standard.

10.3.14 Weather Radar

Weather radar information is provided via the solid state color Multi-Scan RTA-4112 weather radar system. The system combines multiple radar scans at pre-selected tilt angles in order to detect short, mid, and long range weather. The display presentation represents an optimized weather picture regardless of the aircraft altitude or the range selected. The radar is fully automatic and offers ground clutter suppression as well as turbulence detection.

10.3.15 Radio Altimeter

The Pro Line Fusion system includes one standard ALT-4000 radar altimeter unit that provides altitude information from 0 to 2,500 feet (762 m) AGL.

10.3.16 Traffic Collision Avoidance System (TCAS II)

A Collins Aerospace TTR-4100 system is included, providing traffic and resolution advisories. This system is compliant with Change 7.1 regulatory requirements.

10.3.17 Integrated Terrain Awareness Warning System (iTAWS)

The Collins Aerospace iTAWS system includes a Class A Terrain Awareness and Warning System (TAWS) displayed on the PFD and MFD. The system provides predictive warnings with enhanced TAWS visual cues including TAWS alerts shown on the synthetic vision.

10.3.18 Synthetic Vision Technology (SVT)

Pro Line Fusion Synthetic Vision Technology (SVT) is included. The system presents terrain and obstacle information on the PFDs in a dynamic, three-dimensional format, providing for increased situational awareness. Airports, runways, heading, traffic, color-coded terrain alerts and a flight path indicator display through the SVT.

Applicable subscription services are the Purchaser's responsibility.

10.3.19 Emergency Locator Transmitter (ELT)

An Artex C406N Emergency Locator Transmitter (ELT) located in the tail of the aircraft with switch control is located in the cockpit. The ELT transmits on 121.5, 234 and 406 MHz.

10.3.20 Standby Instrumentation

An L3 Communications GH-3900 Electronic Standby Instrument System (ESIS) provides back-up display of attitude, heading, airspeed, altitude and nav with back-up battery.

10.3.21 Onboard Maintenance System

The Onboard Maintenance System provides data to the flight line technician to be used for aircraft maintenance. The system collects data from the various components of the avionic system and provides fault detection and analysis as well as identification, recording and display of maintenance information on the MFD.

# 11. INTERIOR

## 11.1 Cabin

There is one main cabin door, with integral air stairs, that is manually operated. The cabin is separated from the flight compartment by a 3/4 length curtain. The cabin extends from the flight compartment door to the aft pressure bulkhead. A dropped aisle extends aft of the wing spar through the cabin. Two emergency exit hatches are located on the left and right hand side.

A ‘Utility Interior’ provides a smooth hard vinyl interior surface with no seats, cabinetry or toilet. A durable vinyl floor covering is provided in this baseline configuration.

Certified burn-resistant materials are used throughout the cabin and flight compartment. Cabin noise and vibration from the propellers is reduced through the use of bagged insulation, sound dampening trim panels and a number of dynamic vibration absorbers mounted throughout the cabin and flight deck.



Figure 4: Cabin Configuration

## 11.2 Windows

Fourteen cabin windows are equipped with a rotating inner pane which is polarized to provide dimming capability. Two additional clear windows are located in the rear baggage compartment.

## 11.3 Cabin Lighting System

### 11.3.1 Direct Lighting

General LED lighting, entrance door step and emergency exit lights are located in the passenger cabin.

### 11.3.2 Indirect Lighting

Accent lighting is located in the dropped aisle.

### 11.3.3 Emergency Lighting

Emergency Exit Lighting (in the cabin and over the wing) runs via the Emergency Lighting Battery Pack in case of a power interruption.

# 12. EXTERIOR

A white polyurethane paint base coat is provided.

The available registration number of Purchaser's choice will be painted on the Aircraft at no additional cost to Purchaser. It may be necessary to use a temporary registration number until the number selected by Purchaser is assigned to the Aircraft by the appropriate aviation authority.

## 12.1 Exterior Storage

Two exterior compartments located in the wing nacelles offer external storage. These areas are unheated and unpressurized.

| | WEIGHT | VOLUME |
|---|---|---|
| **EXTERIOR STORAGE AREA (each nacelle)**<br>Max: 72 in (1.83 m) L 28 in (0.71 m) W 12 in (0.30 m) H | 300 lb (136 kg) | 8.0 $ft^3$ (0.23 $m^3$) |

# 13. LOOSE EQUIPMENT

Bleed Air Plugs (2)

Bose Aviation Headset (2)

Cargo Door Stabilizer (1)

Engine Inlet Plugs (2)

Flight Bag

Fuel Sump Drain Wrench (1)

Gust Lock Assembly

First Aid Kit

Pitot Tube Covers (2)

Propeller Slings (2)

Shorting Plug (1)

## 14. EMERGENCY EQUIPMENT

Crew & Passenger Oxygen

Fire Extinguisher in Cockpit and Cabin

Flashlight

## 15. DOCUMENTATION AND TECHNICAL PUBLICATIONS

**Print material:**

The following is provided:

Aircraft Technical Log, Section 3, Engine (2)

Aircraft Technical Log, Section 3, Propeller (2)

Avionics Pilots Guides

Flight Log

Pilot's Checklist

Pilot's Operating Handbook/Airplane Flight Manual

Maintenance Information Sheet

Maintenance/Inspection Log

Supplementary Log

**Available on DVD or accessible at ww2.txtav.com with a current subscription.**

Component Maintenance Manual

Maintenance Manual

Illustrated Parts Catalog

Printed Circuit Board Manual

Structural Inpsection Repair Manual

Wiring Diagram Manual

Documents providing Instructions for continued airworthiness are provided at **ww2.txtav.com.**

**Available post-delivery:**

Seller will provide online access to (i) Pilot's Check List, (ii) Pilot's Operating Handbook/Airplane Flight Manual, and (iii) the Maintenance Library for one (1) year beginning on start date of the airframe warranty. Continued online access is available through a paid subscription which is Purchaser's responsibility.

Purchaser will receive Safety of Flight Information on paper at no cost to Purchaser for as long as Purchaser owns or operates the Aircraft. For more information on this free service contact TMDC@txtav.com.

## 16. MAINTENANCE TRACKING PROGRAM

The Aircraft will deliver with an online computerized maintenance record service for one year from the date the Aircraft is delivered to the Purchaser.

This service provides management and operations personnel with the reports necessary for the efficient control of maintenance activities. The service provides an accurate and simple method for staying abreast of aircraft components, inspections, service bulletins, and airworthiness directives while providing aircraft records of maintenance performed.

On demand reports show the current status, upcoming scheduled maintenance activity, and historical aircraft maintenance. Semi-annual reports concerning projected annual maintenance requirements, component removal history, and fleet-wide component reliability are provided as part of the service.

Services are provided through a secure Internet site and require a computer with Internet connectivity. A local printer is required to print paper versions of the online reports and documentation.

## 17. LIMITED WARRANTIES

The Seller's King Air 350C Limited Aircraft Warranty (Limited Aircraft Warranty) covers the Aircraft structure (defined below) other parts of the Aircraft not included in the definition of Aircraft Structure, Avionics hardware and software as noted below, Exterior Paint and Interior Finish items. The engines are warranted by Pratt and Whitney Canada Corp. (PW&C). The propellers are warranted by Hartzell Propeller Inc. (Hartzell). The Limited Aircraft Warranty and summaries of PW&C new engine and Hartzell new propeller limited warranties are set out below.

## 17.1 Limited Aircraft Warranty

**Periods**

The Seller warrants each new King Air 350C to be free from defects in material and workmanship for the following periods after delivery of the Aircraft to the Purchaser.

(a) Five years on Aircraft structure (fuselage, empennage, wing and control surfaces); and

(b) Two years or 1,200 operating hours, whichever occurs first, for each part of the Aircraft not mentioned in (a) above, except avionics hardware and avionics software, engines and propellers;

(c) Five years for standard Collins Aerospace Avionics hardware and one year for Collins Aerospace avionics software; and

(d) Two years or 400 operating hours, whichever occurs first, for Exterior Paint and Interior Finish items.

Any remaining term of this Limited Aircraft Warranty automatically transfers to subsequent purchasers of the Aircraft.

**Definitions**

Support Facility means Textron Aviation Parts Distribution, Textron Aviation-owned service facilities, and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Service Facility means Textron Aviation-owned service facilities and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Warranty Holder means Aircraft owner.

**Seller's Obligation**

Parts

Seller's obligation under this Limited Aircraft Warranty is limited to repairing the defective part or replacing the defective part with an exchange part, in Seller's sole discretion, when:

(a) the failure occurs within the applicable warranty period;

(b) all of the following occur within 30 days of failure for a U.S. Warranty Holder and 45 days of failure for an international Warranty Holder:

(i) a claim is made and a Textron Aviation Return Authorization is issued;

(ii) the part is returned at the Warranty's Holders expense to the Support Facility from where the replacement part is procured; and

(iii) the return part is accompanied by the Textron Aviation issued Return Authorization; and

(c) the Support Facility identifies the part and determines the part is defective.

The Seller may refuse a warranty claim not submitted within the above time frame.

Replacement parts are only warranted for the remainder of the applicable, original Limited Aircraft Warranty period. In other words, a new warranty period is not established for replacement parts.

No Aircraft part or equipment will be regarded as breaching this Limited Aircraft Warranty merely because, subsequent to its delivery, some modification or alternation becomes necessary for product improvements or in order to meet a change in the requirements of applicable Federal Aviation Regulations.

Service

Service under this Limited Aircraft Warranty must be performed at a Service Facility. The Warranty Holder will not be charged for parts or labor covered by this Limited Aircraft Warranty. The location of Service Facilities is available on the Seller's website.

**Warranty Holder's Responsibility**

All freight, transportation expenses, import duties, customs brokerage fees, sales taxes and use taxes, if any, on warranty repairs or replacement parts are the Warranty Holder's sole responsibility. The Warranty Holder is responsible for the cost of getting the Aircraft to and from a Service Facility.

**Application**

This Limited Aircraft Warranty applies to Aircraft operated under normal, conventional, non-military use. It applies only to the repair or replacement of defective parts that have been used, maintained, and operated in accordance with the Federal Aviation regulations and the applicable manuals, bulletins, communications, or other written instructions of the Aircraft or component manufacturers.

**Limitations**

This Limited Aircraft Warranty does not apply to:

(a) normal maintenance services (such as engine adjustments, cleaning, control rigging, brake and other mechanical adjustments, and maintenance inspections);

(b) the replacement of service items (such as brakes, lights/bulbs, filters, de-ice boots, hoses, belts, tires, batteries, rubber-like items, fuel or lubricants);

(c) normal deterioration of appurtenances (such as paint, cabinetry, and upholstery);

(d) damage due to wear, exposure, environmental elements, and neglect;

(e) parts, components or systems that have been modified or altered after delivery other than by the Aircraft manufacturer or in accordance with an alternation scheme approved in writing by Textron Aviation;

(f) items that have been subjected to misuse, abuse, negligence, accident, foreign object damage (FOD);

(g) items that have been installed, repaired, or altered by repair facilities not authorized by Textron Aviation;

(h) items that, in Textron Aviation's sole discretion, have been installed, repaired, or altered by other than Textron Aviation-owned service facilities contrary to applicable manuals, bulletins, and other written instructions provided by Textron Aviation so that the performance, stability, or reliability of such items are adversely affected;

(i) any part or system that has been modified or altered by a third party at the Warranty Holder or its predecessor's request and any part or system of the Aircraft affected by such modified or altered part or system;

(j) vendor subscription services (including for items covered by the Limited Aircraft Warranty), software (except as specifically set out herein) and databases (collectively "Services"), and patches, replacements, revisions, updates or upgrades thereto (collectively "Updates") and any impairment to the Aircraft or its components caused by Services or Updates; and

(k) Warranty Holder or predecessor's furnished equipment.

The warranty provided for life-limited parts is pro-rated. For Aircraft components, parts, or systems with life limitations Seller's liability under this Limited Aircraft Warranty is limited to the remaining pro-rated life of the defective part, calculated as of the date the defect is discovered and reported to Seller and per additional

terms administered by Textron Aviation's Warranty Department. Nothing about this provision will be construed to extend the total warranty period beyond the applicable Periods set out above. All warranty Periods expires as noted above, regardless of any remaining life limits on parts.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS LIMITED AIRCRAFT WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) AS SET OUT HEREIN ARE THE ONLY REMEDIES UNDER THIS LIMITED AIRCRAFT WARRANTY. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMUNITION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THIS LIMITED AIRCRAFT WARRANTY.

THIS LIMITED AIRCRAFT WARRANTY WILL BE CONSTRUED UNDER THE LAWS OF THE STATE OF KANSAS AND ANY DISPUTES AND/OR CLAIMS ARISING THEREFROM WILL BE EXCLUSIVELY RESOLVED IN THE STATE AND/OR FEDERAL COURTS LOCATED IN WICHITA, KANSAS. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THE FORUM CHOSEN AND WAIVE THEIR RIGHT TO JURY TRIAL. ANY ACTION BY PURCHASER FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE PURCHASER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

## 17.2 Summary of P&WC's New Engine Limited Warranty

The Aircraft engines are warranted by PW&C.

The following is a summary of the P&WC warranty for new PT6A engines. Please refer to the P&WC warranty documentation for complete terms and conditions. If there is an inconsistency between the summary provided herein and complete P&WC warranty documentation, the latter controls.

P&WC warrants that the new Engine will be free from defects in material and/or manufacturing workmanship, and is covered for 2,500 Engine operating hours or 5 years [after delivery to the first operator], whichever occurs first, during which time P&WC will:

at its option, repair or replace any Engine parts found to be defective including resultant damage to the Engine. Replacement parts may be new or serviceable. When P&WC supplies a replacement part, or issues credit towards the acquisition of a new part, the removed part becomes the property of P&WC.

pay reasonable removal and reinstallation labour for the Engine or Engine parts, and reasonable transportation charges (excluding insurance, duties, brokerage fees, and taxes) to and from the facility designated by P&WC Warranty Administration.

Following the expiration of the Basic Coverage Period, P&WC offers the Primary Parts Service Policy ("PPSP") and the Extended Engine Service Policy ("EESP"),which it may cancel or change at any time.

**What is not covered**

Costs of normal scheduled maintenance services

routine line maintenance and adjustment costs; or

Hot Section Inspection (HSI) and refurbishment costs; or

Engine overhaul or major refurbishment costs; and

any other costs related to Engine maintenance not specifically covered under this Policy.

Normal deterioration

normal wear and tear and deterioration (note: a worn part capable of continued operation which, because it has been accessed, must be restored using repair schemes fully described in the applicable P&WC Engine Maintenance and/or Overhaul Manuals, is considered normal); and

no warranty coverage is provided for the overhaul life of assemblies, service live limits of parts, and/or operating time limits.

Unsupported parts

P&WC reserves the right to exclude Policy coverage (i) for the following parts, and (ii) for subsequent Engine repairs or damages directly attributable to the use of the following parts which:

are not originally supplied by P&WC or its authorized distributors and accompanied by the P&WC Manufacturer's Release Certificate or Canadian Department of Transport Certificate of Airworthiness, as applicable; or

are not identified in the applicable P&WC Illustrated Parts Catalogue ("IPC") and accompanied by the Supplier's Release Certificate; or

are not repaired in accordance with P&WC approved repair processes; or

are not traceable, e.g. insufficient supporting documentation; and

have been involved in an accident and for other part or Engine failure attributable to that part.

Factors beyond P&WC's control

improper storage, usage, maintenance or operation of an Engine, part or accessory (e.g. non-compliance with P&WC's written instructions, including without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, or with the Aircraft Flight Manuals, and airworthiness regulations);

any work performed on Engines without due cause, such as pre-purchase inspections, or scheduled maintenance performed at other than P&WC recommended intervals;

accidents, collisions, propeller strikes, fire, flood, lightning strike, theft, explosion, riot, war, rebellion, seizure or any other belligerent acts, foreign object damage (FOD), erosion, corrosion, sulphidation or any other damage due to the operating environment;

alteration to, modification of, or tampering with any Engine, part or accessory after delivery by P&WC, other than strictly in accordance with the applicable P&WC manuals and this Policy;

use of stolen parts, or use of a part or Engine from which P&WC's name, part number, identification mark or serial number has been removed or defaced;

workmanship performed by a facility other than P&WC-owned manufacturing facilities;

repair or overhaul of a defective part or Engine at a facility other than a facility designated by P&WC Warranty Administration;

unused cycles (stub life) of an LCF part removed at the operator's request prior to reaching the service limit;

Engines operated by a military, para-military or government service unless it is determined, at the sole discretion of P&WC, that the Engine has not been used in operations or on flight missions which compromise Engine or parts life or reliability when compared to typical commercial, corporate, or private transportation operations;

insurance, duties, brokerage fees, and taxes;

any other factor beyond P&WC's control which is not specifically listed herein.

In addition, as all of the above are considered to be factors beyond P&WC's control, no pro-rata credit per the PPSP will be awarded on Primary Parts replaced, repaired, or exchanged following access to the Engine due to any of the above.

**Owner/opertor responsibilities**

The coverage provided herein is subject to the following conditions:

**Maintenance**

The Engine must be operated and maintained in accordance with P&WC's written instructions including, without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, as well as the Aircraft Flight Manual and airworthiness regulations.

**Maintenance records**

Adequate records of Engine operation and maintenance must be kept. Upon request, P&WC is entitled to have access to such records.

**For Warranty service**

P&WC must be notified of any Defect within thirty (30) days of discovery, and any claim must be submitted within one hundred and eighty (180) days after such discovery.

Any claim, which may include the return of defective parts, must be made through the P&WC source of supply (identified in the applicable P&WC IPC), or the P&WC designated facility or distributor which will furnish or has furnished the replacement parts.

For any warranty work (including, without limitation, disassembly), the Engine must be sent to a facility designated by P&WC Warranty Administration, in accordance with P&WC's written instructions. Any work performed at a facility other than a facility designated by P&WC Warranty Administration, without prior written authorization from P&WC Warranty Administration, will be at the claimant's expense.

**Limitation of P&WC Liability**

**THIS IS THE ONLY WARRANTY APPLICABLE TO THE SELECTED PT6A ENGINES IDENTIFIED ON THE TITLE PAGE OF THIS DOCUMENT, INSTALLED IN TEXTRON AVIATION INC. AIRCRAFT AND OPERATED IN NON-MILITARY AIRCRAFT USED IN COMMERCIAL, CORPORATE, OR PRIVATE TRANSPORTATION SERVICE, AND IS GIVEN AND ACCEPTED IN PLACE OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS, IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH OTHER TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED. THE ONLY REMEDY FOR BREACH OF THIS WARRANTY IS AS SET OUT HEREIN. FOR GREATER CERTAINTY, IN NO EVENT SHALL P&WC BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EITHER A BREACH OF THIS WARRANTY OR ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY P&WC. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE ENGINE AS A RESULT OF AN ENGINE OR PART DEFECT. NO VARIATION OR EXTENSION OF THIS WARRANTY OR REMEDIES SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF P&WC.**

**YOUR ACCEPTANCE OF THIS ENHANCED WARRANTY FOR NEW ENGINES AND SERVICE POLICIES OR THE MAKING OF ANY CLAIM OR RECEIPT OF ANY BENEFIT HEREUNDER, CONSTITUTES YOUR ACCEPTANCE OF ALL THE FOREGOING TERMS, CONDITIONS AND LIMITATIONS.**

**THIS WARRANTY IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, CANADA.**

This policy follows the Engine to subsequent owners, if applicable please notify P&WC.

If you have any questions or require assistance regarding this Policy, please call or write to:

Manager, Warranty Administration
Pratt & Whitney Canada Corp.
1000 Marie-Victorin Longueuil,
Quebec, Canada, J4G 1A1

Telephone: 1 450 647-8180
Fax: 1 450 647-2831
Email: warranty@pwc.ca

## 17.3 Summary of Hartzell's New Propeller Limited Warranty

The Aircraft propellers are warranted by Hartzell.

The following is a summary of the Hartzell warranty for new propellers. Please refer to applicable Hartzell warranty documentation for complete terms and conditions. If there is an inconsistency between the summary provided herein and complete Hartzell warranty documentation, the latter controls.

**HARTZELL PROPELLER INC. LIMITED WARRANTY FOR COMPONENTS OF A PRODUCT INSTALLED BY TEXTRON AVIATION INC.**

**COVERAGE PROVIDED**

Products installed at Textron Aviation Inc. on King Air 350C Aircraft.

Hartzell Propeller Inc. ("Hartzell") warrants that it will repair or replace defects in material or workmanship in the components of a product manufactured by Hartzell and installed by Textron Aviation Inc. on the King Air 350C aircraft, including a de-ice boot, for a period of thirty-six (36) months from the date the product is first placed into service, or for the first 2,000 operating hours of use of the product, whichever occurs first, subject to the other terms and conditions of this limited warranty.

All of the products identified above are hereinafter referred to as the "Products," and their components hereinafter referred to as "Components."

**DISCLAIMER OR LIMITATION OF WARRANTIES**

**Unless prohibited by applicable law, and except for the limited warranties set forth above, Hartzell hereby disclaims any and all express and implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In the event disclaimer of implied warranties is not permitted under applicable law, such implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are limited in duration and in scope of coverage to the duration and scope of coverage of the limited warranty.**

**Some states do not allow limitations on how long an implied warranty lasts, so above limitation may not apply to you.**

**TERMS AND CONDITIONS OF LIMITED WARRANTY COVERAGE**

In order to obtain coverage under Hartzell's limited warranty, the Purchaser must notify Hartzell in writing of the warranty claim as soon as possible after obtaining knowledge of the potential claim, and in any event not later than ten (10) days following expiration of the limited warranty. Hartzell may withhold warranty repairs pending proof from Purchaser of the date the Product was placed into service,

including a fully completed warranty registration card. Hartzell shall provide warranty repair or disposition instructions based on a written statement from the Purchaser describing the alleged defect. All initial transportation and handling charges must be prepaid by the Purchaser until warrantability is determined by Hartzell, at which time Hartzell may reimburse none, some, or all of these charges, at Hartzell's discretion. In the event Hartzell determines, at its sole discretion, that the Product or Component thereof is covered under the limited warranty, Hartzell shall, at its election, either: (1) Have the Product or Component repaired and returned to Purchaser; (2) Deliver to Purchaser a replacement Product or Component; or (3) Issue a credit to the Purchaser in the amount of the actual purchase price for the Product. Hartzell reserves the right to replace Products or Components with remanufactured or re designed Products or Components of substantially equivalent quality. All warranty repair work will be accomplished at Hartzell's principal place of business, a Hartzell Recommended Service Facility, or a third-party location pre-approved in writing by Hartzell. In the event Hartzell determines that the alleged defect is not covered by the limited warranty, the Product or Component will be returned to Purchaser, as is, transportation and handling charges collect.

The only remedies under this limited warranty are as set forth above. Any Product repaired, or replacement Product provided, shall retain the balance of the limited warranty provided for herein. This limited warranty is not transferable to any person or entity. This limited warranty does not extend to future performance of a Product.

**WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

This limited warranty does not provide coverage for any of the following:

1. Normal maintenance and service.

2. Consumable Products and Components, and Products and Components that have reached the end of their normal usable life.

3. Product components not manufactured by Hartzell, which components may or may not be covered under warranties made by the manufacturers of those components.

4. Products and Components not purchased through Hartzell or one of its authorized distributors, or any Products or Components purchased by way of auction, salvage, or repossession.

5. Conditions, damage, or issues caused by, in whole or in part, or in any way related to:

   a. Accident, misuse, theft, or negligence.

b. Failure to comply with any instruction provided by Hartzell or its suppliers with respect to the use, operation, maintenance, or service of the Products.

c. Alteration or modification of the Products or any Components.

d. Acts of God or other environmental conditions.

e. Use of the Products for purposes other than their normal use.

f. Failure to seek and obtain warranty coverage in a timely matter.

g. Deterioration or fading due to wear, exposure, or other cause, including but not limited to rust, cosmetic blemishes, and discoloration.

h. Acts or omissions of any person or entity other than Hartzell.

**DISCLAIMER OF INCIDENTAL AND CONSEQUENIAL DAMAGES**

**HARTZELL HEREBY DISCLAIMS ANY AND ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, AND INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCONVENIENCE, LOST PROFITS, COVER, RENTAL REPLACEMENTS, COSTS AND EXPENSES OF "TROUBLESHOOTING," AND TRANSPORTATION AND DELIVERY EXPENSES NOT PRE APPROVED IN WRITING BY HARTZELL. IN NO EVENT SHALL HARTZELL'S LIABILITY WITH RESPECT TO ANY PRODUCT, WHETHER UNDER THIS LIMITED WARRANTY, ANY IMPLIED WARRANTY, IN TORT, OR OTHERWISE, EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT. THESE DISCLAIMERS ARE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTIES OR REMEDIES PROVIDED TO PURCHASER, AND SHALL SURVIVE ANY DETERMINATION THAT A WARRANTY OR REMEDY FAILED OF ITS ESSENTIAL PURPOSE.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**STATUTE OF LIMITATIONS**

No action may be brought against Hartzell for breach of its limited warranty, any applicable implied warranty, or for any other claim relating to the Product, more than ten (10) days after expiration of the applicable limited warranty period.

**GOVERNING LAW**

This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

**NO AUTHORITY**

No person or entity has authority to alter the terms of this limited warranty or make any warranties or representations on behalf of Hartzell.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

Hartzell Propeller Inc.
One Propeller Place
Piqua, Ohio 45356

Phone: 937-778-4320

## 18. TRAINING AGREEMENT

The first retail Aircraft Purchaser will be provided training for one King Air crew, subject to the following:

1. A crew consists of up to two licensed pilots with current private or commercial, instrument and multi-engine ratings, and one mechanic with A&P license or equivalent experience.

2. Training will be conducted by FlightSafety Textron Aviation Training LLC, Seller's preferred training provider (or by Seller or another designated training organization, in Seller's discretion), at the location designated by Seller. The organization providing training will be referred to as the "Trainer."

For pilot training:

a. A simulator that is certified will be used to provide training for the model BE-90, BE-200 or BE-300 type rating as applicable; and

b. In lieu of a model specific simulator, training may be provided in the most appropriate type simulator available that is capable of accomplishing the FAA type rating with differences training provided.

3. Training will consist of the following:

a. Flight simulation training to simulator proficiency in accordance with Trainer's standards but not to exceed one additional simulator session per crew.

b. Flight training to flight proficiency in accordance with Trainer's standards aimed toward type certification of two pilots under applicable regulations not to exceed five total hours for the two pilots; and

c. Ground school training for each pilot and theoretical classroom instruction for a mechanic in accordance with Trainer's standards.

Any training in excess of 3a., b., or c. will be at Purchaser's expense.

4. Purchaser will be responsible for:

a. Transportation of the crew to and from the training site and for all living expenses associated with the training;

b. Providing an interpreter during the course of training for any of Purchaser's crew not conversant in the English language;

c. Extra charges, if any, for scheduling pilots in separate training classes;

d. Reimbursing Seller at the retail rate for training provided if the Aircraft to be purchased by Purchaser does not deliver to Purchaser; and

e. Ensuring compliance with TSA regulations including requirements that all current United States citizens must present a current United States passport before training can start.

5. All training furnished to Purchaser under the Agreement will be scheduled to commence no earlier than three months prior to Aircraft delivery and must be completed by Purchaser within 24 months after the earlier of (a) Aircraft delivery or (b) the commencement of the first training event for the Aircraft.

6. Seller or Trainer will schedule all training, furnish Purchaser training schedules and endeavor to schedule training at a time convenient for Purchaser. A rescheduling fee of five percent (5%) of the retail price of training the Purchaser's crew was scheduled to attend will be paid to Seller by Purchaser within thirty (30) days of the date of Seller's invoice if the crew fails to appear for scheduled training, except for reasons beyond its reasonable control, unless Purchaser gives Seller written notice of cancellation received at least twenty-one (21) days prior to scheduled training.

7. Neither Seller nor Trainer will be responsible for any delay in providing training.

8. Neither Seller nor Trainer will be responsible for the competency of Purchaser's crew during and after training. Trainer will make the same efforts to qualify Purchaser's crew as it makes in training other King Air crews; however, Seller and Trainer cannot guarantee Purchaser's crew will qualify for any license, certificate or rating.

This Training Agreement is part of the Specification and Description and thus part of the Aircraft Purchase Agreement. Purchaser's execution of the Aircraft Purchase Agreement constitutes Purchaser's acceptance of the foregoing terms and conditions of the Training Agreement and Purchaser's agreement that Seller can provide Purchaser's name, address and other relevant information to the Trainer for purposes of scheduling training.




U.S. + **1.844.44.TXTAV** | INTERNATIONAL **+1.316.517.8270** | **TXTAV.COM**

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February 2020
SD-TBP-350CSLK-0220

**EXHIBIT 1**
**END USER CERTIFICATION**

**Seller:** **Sundt Air Holding**

**Aircraft:**

Year: 2020 Make: Textron Aviation Inc.

Model: B300C Serial Number:

End-User of the Aircraft:

Name: _____

Address: _____

_____

_____

End-Use of the Aircraft (check all that apply):

☐ Commercial Transport (e.g. sightseeing, etc.)

☐ General Transport (e.g., VIP, personal, company)

☐ Government Transport

☐ Military Transport

☐ EMS

☐ Law Enforcement/Homeland Security

☐ Utility (e.g. firefighting, news gathering, etc.)

☐ Military Training

☐ Other Training

☐ Other (please specify) _____

Country where Aircraft will be registered: _____

Country or countries where Aircraft will be operated: _____

The undersigned certifies that the information provided is true and correct as of the date set out below and agrees to notify Sundt Air Holding (Seller) and Textron Aviation Inc. (OEM) as soon as practicable if any of this information changes prior to Aircraft delivery.

Signature:_____

Company:_____

Name:_____

Title:_____

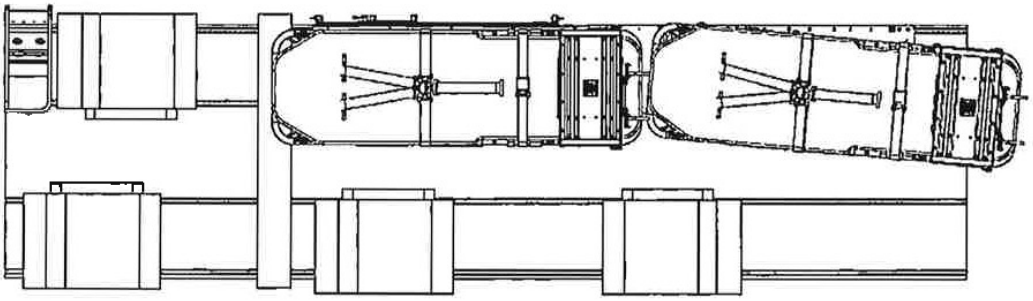
Date: _____

The layout and format of this Exhibit is presented by Sundt Air holding, Oslo, 20th May 2020

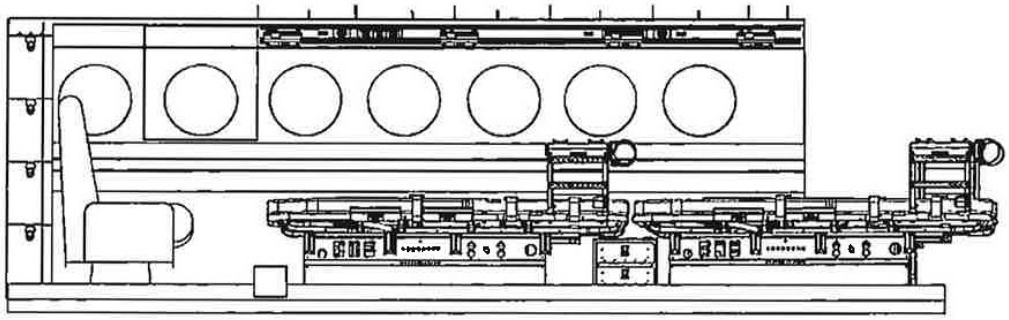


**EXHIBIT 2**
**Dual Air Ambulance Configuration Layout**

Top View



Side View



Side View

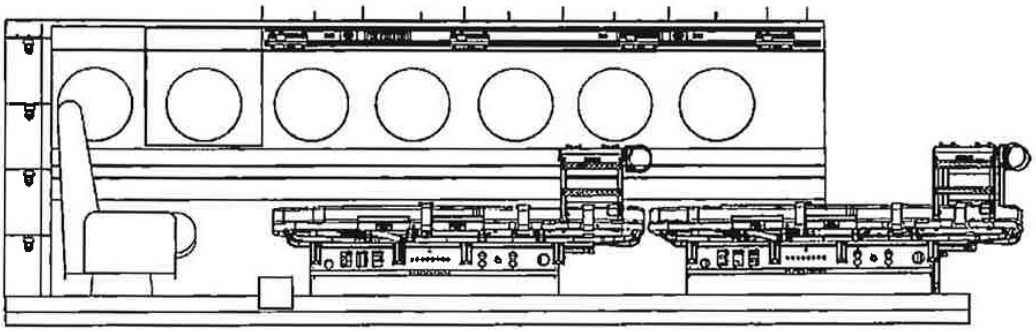
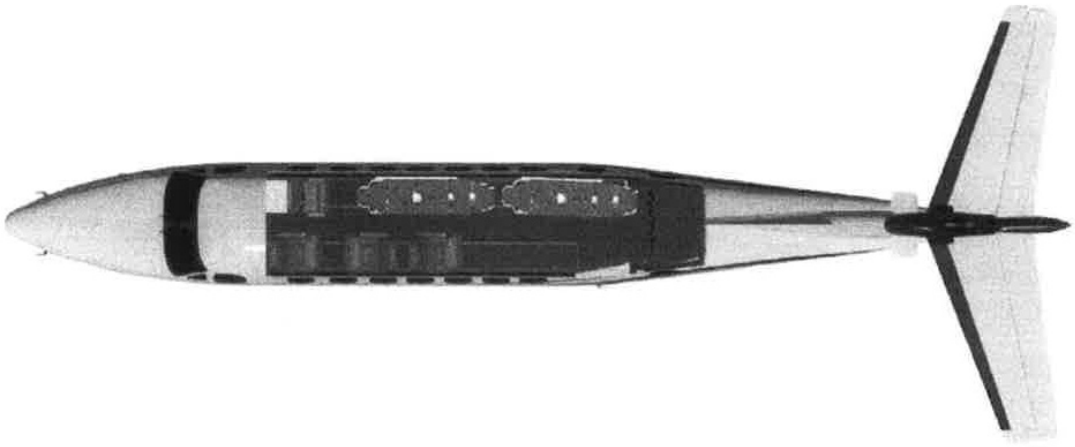
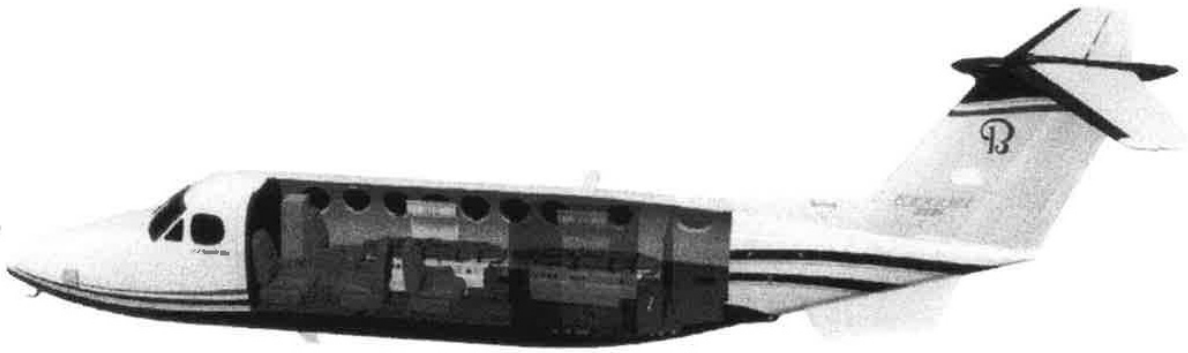


**EXHIBIT 2**
**Dual Air Ambulance Configuration Layout**
**Continued**





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**EXHIBIT 3**
**Textron Aviation CUSTOMER ACCEPTANCE CHECKLIST**

Beechcraft Cessna Hawker
TEXTRON AVIATION

# Textron Aviation
# CUSTOMER ACCEPTANCE CHECKLIST

Aircraft Serial Number _____
Aircraft Registration _____
Date _____
Customer _____
Crew _____
Aircraft Specialist _____
BEW _____
BOW _____

| | HOURMETER |
|---|---|
| END | |
| START | |
| TOTAL | |

**PRELIMINARY EXTERIOR INSPECTION**

- ☐ Normal Procedures Checklist

**COCKPIT/CABIN INSPECTION**

- ☐ Normal Procedures Checklist

**EXTERIOR INSPECTION**

- ☐ Keylocks - Check
- ☐ Doors - Check
- ☐ Windshields / Windows - Check Condition
- ☐ Pitot-Static Heat - Check
- ☐ Lights - Check
- ☐ Normal Procedures Checklist

**INTERIOR INSPECTION**

- ☐ Normal Procedures Checklist – Cockpit Preparation
- ☐ Optional Equipment - Verify
- ☐ Electronic charts/FMS database – Check Current
- ☐ Weather - Brief
- ☐ Flight Profile - Brief

**TAKEOFF DATA**

| ATIS | WIND | VISIBILITY | CEILING | TEMP | BARO |
|---|---|---|---|---|---|
| | | | | | |

**STARTING ENGINES**

- ☐ Normal Procedures Checklist – Before Starting Engines
- ☐ Normal Procedures Checklist – Starting Engines
- ☐ Normal Procedures Checklist – Before Taxi

Clearance _____

**TAXI**

- ☐ Normal Procedures Checklist – Taxi
- ☐ Ice Protection Systems - Check
- ☐ Normal Procedures Checklist – Before Takeoff

**TAKEOFF / CLIMB**

- ☐ Normal Procedures Checklist – Takeoff
- ☐ Normal Procedures Checklist – After Takeoff / Climb
- ☐ Ice Protection Systems - Check
- ☐ Com/Nav – Check
- ☐ Generators – Check
- ☐ Fuel crossfeed/transfer- Check
- ☐ APU – Operation (if equipped/required)

**NOTES**_____

_____

_____

_____

_____

_____

_____

_____

**CRUISE**

- ☐ Normal Procedures Checklist - Cruise
- ☐ Avionics / Optional Equipment – Check
- ☐ All cabin drains – Check
- ☐ Temperature control- Check
- ☐ Wx Radar/XM weather – Check
- ☐ Flight phone - Check
- ☐ Cruise Performance Data – Record (next page)

| | LEFT | RIGHT | STANDBY |
|---|---|---|---|
| N1 | | | |
| ITT | | | |
| N2 | | | |
| Oil Press | | | |
| Oil Temp | | | |
| Fuel Flow | | | |
| Fuel Qty | | | |
| KIAS | | | |
| Mach | | | |
| Altitude | | | |
| Temperature | RAT | OAT | ISA |
| Weight | | TAS | |

- ☐ AGHME Overflight (As Required)

| ALT | UTC |
|---|---|
| | |

**DESCENT / APPROACH / LANDING**

- ☐ Normal Procedures Checklist – **Descent**
- ☐ Speedbrakes – Check
- ☐ APU – Start (if required)
- ☐ AOA – Check Vref
- ☐ Normal Procedures Checklist - **Approach**
- ☐ A/P Coupled ILS Approach – Check
- ☐ Normal Procedures Checklist – **Before Landing and Landing**

| ATIS | WIND | VISIBILITY | CEILING | TEMP | BARO |
|---|---|---|---|---|---|
| | | | | | |

**POSTFLIGHT**

- ☐ Normal Procedures Checklist – **After Landing and Shutdown**
- ☐ Post-Flight Exterior Inspection
- ☐ Log Book Entries
- ☐ Loose Equipment List

**EXHIBIT 4**
**FACTORY TECHNICAL ACCEPTANCE CERTIFICATE**

Seller: Sundt Air Holding

One Textron Aviation Inc. aircraft, Model **B300C**, Serial Number_____, Registration Number_____, ("Aircraft"), is hereby tendered by Seller to Purchaser for technical acceptance pursuant to Purchase Agreement dated: _____; 2020 and its amendments.

Purchaser or Purchaser's authorized representative hereby confirms factory technical acceptance of the Aircraft equipped as reflected in the aforementioned Purchase Agreement.

The specific information regarding the Aircraft and its engine(s) at the time of Factory Technical Acceptance is as follows:

| | HOURS | SERIAL NUMBER |
|---|---|---|
| AIRFRAME: | _____ | |
| LEFT ENGINE: | _____ | |
| RIGHT ENGINE: | _____ | |

| PURCHASER | SELLER |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| Location: | Location: |

**EXHIBIT 5**
**MODIFIER ACCEPTANCE CHECKLIST**

# ***AIRCRAFT FINAL ACCEPTANCE CHECKLIST***
# ***POST MODIFICATIONS***

Location:

Aircraft Serial Number _____
Aircraft Registration _____
Date _____
Customer _____
Crew _____
Aircraft Specialist _____
BEW_____
BOW _____

| | HOURMETER |
|---|---|
| END | |
| START | |
| TOTAL | |

**EXTERIOR INSPECTION**

☐ Normal Procedures Checklist

**MODIFICATIONS**

⇨ Modifications
- o Log Book Entries
- o Interior configuration – Dual Air Ambulance - installed per STC Number FAA SA1213CH or updated alternative STC - as set out in Part 3A, Modifications (form, function, and fit checks)
- o Interior configuration – Loose Equipment and Avionics – provided (form function, and fit checks)
- o Specific Items to Review (not limiting)
  - ▪ Patient Loader operation – manual, electric
  - ▪ Database Loads updated and current for Atlantic Crossing
  - ▪ Layout, W/B, Connectors and plugs as per STC
  - ▪ Review of medical equipment and briefing on equipment installation process and operation
  - ▪ Document and Manuals included and Return to Service
    - • Review of Authorization to Install STC on Serial No._____
    - • Review of Records showing Installation of STC on Serial No._____
  - ▪ Overview of interior and exterior condition
  - ▪ Loose Equipment Checklist re-confirmed

NOTES

## MODIFIED TECHNICAL ACCEPTANCE CERTIFICATE

Seller: Sundt Air Holding

One Textron Aircraft inc. aircraft, Model **B300C**, Serial Number _____ Registration Number_____ ("Aircraft"), is hereby tendered by Seller to Purchaser for technical acceptance of the Modifications pursuant to Purchase Agreement dated _____, 2020 and its amendments.

Purchaser or Purchaser's authorized representative hereby confirms technical acceptance of the Aircraft Modifications equipped as reflected in the afore mentioned Purchase Agreement.

The specific information regarding the Aircraft and its engine(s) at the time of Modified Technical Acceptance is as follows:

| | HOURS | SERIAL NUMBER |
|---|---|---|
| AIRFRAME: | | |
| LEFT ENGINE: | | |
| RIGHT ENGINE: | | |

| PURCHASER | SELLER |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| Location: | Location: |

**EXHIBIT 7**

**AIRCRAFT DELIVERY RECEIPT**

AS OF THIS _____ DAY OF _____ 20___,THE HELLENIC MINISTRY OF HELATH ("PURCHASER") ACCEPTS DELIVERY OF THE AIRCRAFT DESCRIBED AS: MAKE: TEXTRON AVIATION INC., MODEL: KING AIR B350C "DUAL AMBULANCE INTERIOR by STC number:_____, Aircraft Serial Number FM-__ AT FARGO, NORTH DAKOTA, USA.

THE AIRCRAFT IS HEREBY IRREVOCABLY AND UNCONDITIONALLY ACCEPTED ON THE TERMS AND SUBJECT TO THE AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

Purchaser or Purchaser's authorized representative hereby confirms acceptance and delivery of the Aircraft equipped as reflected in the aforementioned Purchase Agreement and verifies that the Aircraft has been inspected and generally conforms to the Specification and Description or Specification referenced above. Purchaser or Purchaser's authorized representative also confirms receipt of the appropriate, approved Flight Manual and logbooks for the Aircraft.

| | **HOURS** | **SERIAL NUMBER** |
|---|---|---|
| AIRFRAME: | _____ | _____ |
| LEFT ENGINE: | _____ | _____ |
| RIGHT ENGINE: | _____ | _____ |
| LEFT PROPELLER: | _____ | _____ |
| RIGHT PROPELLER: | _____ | _____ |

ACTUAL DELIVERY DATE: _____

WARRANTY START DATE: _____

ACTUAL DEPARTURE DATE: _____

| HELLENIC MINISTRY OF HEALTH | SUNDT AIR HOLDING AS |
|---|---|
| By: _____ | By_____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**EXHIBIT 8**

**Medical equipment provided by the Purchaser**

To provide test fitting of the medical devices the Purchaser intends to use in the aircraft the following verification process is intended:

Photos of the below listed equipment (attachment points etc.) will be sent to Seller within four weeks after the contract signature. Mounts as part of the devices will be shipped to Spectrum Aeromed within 3 months prior to the aircraft to be ferried to Fargo, North Dakota, for design and fitting to the Mounting brackets provided by Spectrum Aeromed. The medical devices must be received by Spectrum Aeromed no later than 2 weeks after the Aircraft Factory Technical Acceptance Date.

For the first aircraft, the Purchaser will provide shipment, at its own cost and responsibility, to Spectrum Aeromed at its facilities in Fargo, North Dakota the medical equipment to be fitted on the Aircraft as loose carry on devices after completion of the Modifications, as per Part 3 A. If possible, the equipment will be ferried with the aircraft back to Athens. If not, the Purchaser is responsible for the shipment back to Athens. The ownership and responsibility for the medical devices remains at all times with the Purchaser including any and all import procedure, licence or taxes upon import to USA and return to Athens.

For the second aircraft the test fitting will be performed in Athens.

The medical devices to be installed are:

- Defibrillator/Monitor: **Stryker Lifepak 15,** one (1) per Base Unit
- Ventilator: **Dräger Oxylog VE 300,** one (1) per Base Unit
- Suction Pump: **Boscarol OB 3000 Avio,** one (1) per Base Unit
- Syringe Pump: **B BRAUN Infusomat Space,** two (2) per Base Unit

The above devices will be delivered with their manufacturer's mounts (if they are necessary) in order for the brackets to be installed/attached to the Aircraft. The brackets are part of the Modification as per Part 3. The brackets are four (4) per Base Unit because both Syringe Pumps can be attached simultaneously to a bracket, using a double manufacturer's mount.

The possibility to fit the medical devices on the Aircraft and their functioning with the Aircraft's electric power supply will be verified as part of the inspection process as per Exhibit 5 and Part 2, 4b Acceptance and Delivery.

If for reasons of the Covis-19 Pandemic, some of the specific medical devices as listed above should be unavailable, the Purchaser will find alternate manufacturer of similar devices in cooperation with Spectrum Aeromed.

**Exhibit 9**

SPECTRUM
Aeromed

# LIMITED WARRANTY

Limited Warranty. Subject to the following conditions and limitations, Seller warrants to the Purchaser (and not to any other person, including but not limited to patients or users of the Products) that the Products at delivery and for 2 years after the delivery date ("Warranty Period") shall be free from faulty workmanship and defective materials.

a. Seller's warranty does not cover, and Seller shall under no circumstances or theory have any liability for, any defect caused by or related to
(i) the failure of the Purchaser, its employees or agents, to follow strictly Seller's instructions concerning use, operation and maintenance of the Products,
(ii) any abuse, neglect, or misuse of the Products,
(iii) alteration of the Products,
(iv) normal wear and tear,
(v) interruptions in, or unsuitable, power or communication sources or connectivity,
(vi) environmental conditions,
(vii) storage or handling by parties other than Seller,
(viii) design of the Products,
(ix) any other causes that are not Seller's fault, or
(x) any non-original Products or parts thereof not manufactured by Seller, provided, however, that Seller shall provide to Purchaser all pass through warranties received from the original supplier or manufacturer of such Products or parts thereof. In the event that the Products are not covered under the limited warranty due to a circumstance identified in this Section, Purchaser shall be liable to Seller for any expenses incurred in connection with assessing and repairing such Products. Seller's limited warranties hereunder shall not be enlarged, or in any other way affected by (and no obligation or liability shall rise from), Seller's rendering of advice or service relating to the Product or its installation.

b. In the event that the defective Product or part is covered under this Limited Warranty, Purchaser shall notify Seller within 30 days after discovery of any defect and shall return the Product or any defective part pursuant to Seller's return instructions and within the time period instructed by Seller. Purchaser shall also be responsible for all costs of removal and reinstallation of the Product or of any defective components and for all freight and shipment of any defective Product, parts, or replacement Product or parts to and from Seller's warehouse, and for all travel costs for Seller's personnel.

c. Should the Product or any part of the Product fail to function within normal use due to defect in materials or workmanship within the Warranty Period, Seller at its option will:
(i) repair or replace the applicable part of the Products;
(ii) issue a credit to Purchaser (the credit shall be the lesser of the net invoiced price of the original part, or the current functionally comparable part, or replacement part of the Products), or
(iii) provide a functionally comparable replacement part of the Products at no charge. Seller's choice of one of the remedies set forth in this Section shall be Purchaser's sole remedy for breach of this limited warranty.

d. To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Purchaser to Seller in the selection or design of the Products and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Purchaser and relied upon by Seller, any warranties or other provisions which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

13.02.2020

SPECTRUM
Aeromed
1815 23rd Avenue North
Fargo, ND 58102, USA

For and on behalf of Sundt Air holding, Oslo, 20th May 2020

## EXHIBIT 10
## FERRY FLIGHT

### 1. SERVICES TO BE PERFORMED

1.1 Following the acceptance of the Aircraft in Fargo, as per Article 4 and in accordance with the Terms, the Seller shall provide two qualified pilots (the "Pilots") (1 pilot for each Aircraft) to assist as Pilot In Command (PIC) (provided the Aircraft flies on US) the ferry flight from Wichita, Kansas to Purchaser's base in Greece (Elefsis AFB). Purchaser's representatives or Hellenic Air Force personnel shall have the right to be onboard during the ferry flight after acceptance, in accordance with Seller's PIC indications.

1.2 This Service shall be offered by the Seller at no cost for the Purchaser.

1.3 operator acknowledges that all flights performed during the Entitlement Period will be within operator's operational control. operator further acknowledges that when performing the Services, the Pilots will be under operator's exclusive direction provided that nothing herein shall cause the Pilots to be bound by operator's instructions regarding the provision of Services if such instructions are, in the professional judgment of the Pilots, illegal, unsafe or imprudent.

1.4 In performing the Services, operator shall respect the crew duty maximum flight times permitted under applicable laws and regulations including without limitation any local, state, or national authority having jurisdiction over the Pilots.

### 2. COSTS AND TAXES

2.1 Seller will cover operational costs for the Aircraft's ferry flight from Wichita, Kansas to Athens.

2.2 Furthermore, Seller will cause the Aircraft to be insured in the Purchaser's name and interest, solely for the ferry flight from Wichita, Kansas to Athens, it being understood that the said insurance shall have a maximum duration of 15 days from the Aircraft delivery and shall immediately expire and lapse upon the Aircraft's landing in Athens / Elefsis AFB.

2.3 Taxes or financial burdens imposed outside Greece in connection with the service provided pursuant to this Exhibit will be covered by Seller.

### 3. FAILURE TO PERFORM/RIGHT TO STOP WORK

3.1 If any of the following events occur, Seller may fail to perform or may stop performing the Services of Paragraph 1:

a) An event beyond the reasonable control of the Seller;

b) There are conditions existing or threatening that are dangerous to the safety, welfare or health of the Pilot;

c) The government of any country or any governmental agency or authority refuses the Pilots permission to enter the country or Purchaser's base of operation; or

d) Performing the Services would subject Seller to liability under applicable law, rule, regulation or order.

4. RELEASE AND INDEMNIFICATION

4.1 Purchaser and operator release and agree to defend, indemnify and hold harmless Seller and its respective affiliates, officers, directors, agents, subcontractors, Pilots, employees and representatives (the "Indemnified Parties") from and against any and all liabilities, claims, damages, losses and judgments, including reasonable attorney's fees and related costs and expenses arising directly or indirectly out of the Services provided pursuant to this exhibit including but not limited to claims arising by reason of a) injury or death of any person; b) loss of use or loss or damage to any property, including the Aircraft; or c) the performance of the Services under this exhibit.

4.2 The foregoing release and agreement to defend, indemnify and hold harmless applies to claims by Purchaser and/or operator or third parties, no matter when such claims may be asserted and regardless of fault or theory of action, whether in contract or tort (including but not limited to the active, passive or imputed negligence of Seller), by statute or otherwise except that such agreement to defend, indemnify and hold harmless shall not apply to third party claims for death, bodily injury or third party property damage to the extent caused by Seller gross negligence or willful misconduct.

4.3 Article 4, including Purchaser's and operator's indemnity obligations, shall survive termination or expiry of the Aircraft Purchase Agreement.

5. **INSURANCE**

Seller shall insure the Aircraft from Delivery to Purchaser in Wichita, Kansas, till the Aircraft lands in Athens against:

a) All risks of loss of or damage to the Aircraft, including without limitation all risks of war and allied perils including hijacking, malicious damage, strikes, riots and civil commotion, in an amount of not less than the full replacement value of the Aircraft;
b) Aviation liability, including third party liability, and liability to passengers, including flight crew, in an overall limit not exceeding $200,000,000 U.S. for any one occurrence; and
c) Medical equipment carried on board.

Purchaser shall be responsible for any applicable deductibles or co-insurance that apply to this insurance;

Seller will provide an insurance certificate to the Purchaser 1 month prior to the Aircraft Delivery in Wichita.

## 6. DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED IN THIS EXHIBIT, Seller MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN CONNECTION WITH THE FURNISHING OF THE SERVICES AND PURCHASER AND SELLER HEREBY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES, CONDITIONS, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF PURCHASER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANY OTHER THING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A) ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, B) ANY IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE OF SELLER; AND D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY INCLUDING THE AIRCRAFT, OR FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY LIABILITY OF SELLER TO PURCHASER OR TO ANY THIRD PARTY. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES.

## 7. PURCHASER REQUIREMENTS

Purchaser shall obtain for Seller, at no cost to Seller, the necessary work permits, airport security clearances, authorizations, approvals and necessary endorsements of the Pilots licenses from the Hellenic civil aviation authority so that the Pilots may accomplish the Services herein.

# EXHIBIT 11

**Training Syllabus**

1. Beech 300 Series (P&WC PT6) Avionics Initial
2. Beech 300 Series (P&WC PT6) Avionics Practical
3. Beech 300 Series (P&WC PT6) Maintenance Initial
4. Beech 300 Series (P&WC PT6) Practical Training (10 Day)
5. King Air 350 Pro Line Fusion Pilot Training
6. P&WC PT6A Large Series Line Base Maintenance

## Course Description – 10 Day Course

The FlightSafety King Air 300 Avionics Initial course is designed to meet the training requirements of an avionics technician needing to maintain King Air 300 Series aircraft.

This course provides in-depth training for the electrical and avionics system as well as familiarization training for standard aircraft systems. To enhance retention of information learned in the classroom, specialized training materials and OEM technical data are used.. This course prepares the learner to perform system, engine, component, and functional checks and to correlate this information for decision-making as well as Return to Service.

FlightSafety Material Number .....303636

| Ground School Course Modules | Hours |
|---|---|
| ATA 100 Publications | 0.50 |
| ATA 5-12 Aircraft General | 2.00 |
| ATA 20 Standard Practices | 0.50 |
| ATA 21 Air Conditioning/Pressurization | 7.00 |
| ATA 22 Auto Flight | 4.00 |
| ATA 23 Communications | 2.50 |
| ATA 24 Electrical | 7.00 |
| ATA 25 Equipment/Furnishings | 0.50 |
| ATA 26 Fire Protection | 1.00 |
| ATA 27 Flight Controls | 2.00 |
| ATA 28 Fuel | 2.50 |
| ATA 30 Ice and Rain Protection | 2.00 |
| ATA 31 Indicating and Recording | 5.00 |
| ATA 32 Landing Gear | 2.50 |
| ATA 33 Lighting | 1.00 |
| ATA 34 Navigation | 13.00 |
| ATA 35 Oxygen | 0.50 |
| ATA 36 Pneumatics | 0.50 |
| ATA 37 Vacuum | 0.50 |
| ATA 38 Water/Waste | 0.50 |
| ATA 44 Cabin Systems | 0.50 |
| ATA 45 Central Maintenance System | 0.50 |
| ATA 46 Information System | 0.50 |
| ATA 51-57 Structures | 1.50 |
| ATA 61 Propellers/Propulsion | 0.50 |
| ATA 71-80 Powerplant | 3.00 |
| **Ground School Training Hours** | **61.50** |

| Academic Course Modules | |
|---|---|
| Welcome/Introduction | 1.00 |
| Functional Application* | 2.00 |
| Systems Integration* | 1.00 |
| Brief/Debrief* | 0.50 |
| Review/Exam | 4.00 |

*Based upon availability and course schedule.

**Total Hours ..... 70.00**

## Approvals and Limitations

**FAA IA renewal Accepted**
Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

| | |
|---|---|
| **EASA Approved B2-T2** | **(Theory & Practical)** |
| **CAAC Approved AV II** | **(Theory)** |
| **CASA Approved B2-T2** | **(Theory Only)** |
| **DGCA Approved B2** | **(Theory Only)** |

ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

Τεύχος A'116/17.06.2020

## Course Description – 10 Day Course
### 10 Day Course

This course is designed to equip the Avionics maintenance technician with the skills required to trouble shoot, repair and return to service today's electrically controlled aircraft.

The objective of the course is to enable the maintenance technician to competently perform all aspects of Beech 300 Series maintenance from routine inspections through trouble shooting systems, repair and replacement procedures and rigging of electronically controlled systems to software loading procedures.

Training scenarios have been developed from actual in-service situations reported to Hawker Beechcraft technical support department. A thorough knowledge of the Beech 300 Series systems will be required, together with a sound base knowledge of general aircraft maintenance practices. Students should be able to read and understand the manufacturer's documentation and all attendees should have completed the Beech 300 Series Maintenance Avionics Initial course.

FlightSafety Material Number .....304623

## Practical Course Modules

ATA 5-12 Aircraft General
ATA 20 Standard Practices Airframe
ATA 21 Air Conditioning
ATA 22 Auto Flight
ATA 23 Communications
ATA 24 Electrical
ATA 25 Equipment/Furnishings
ATA 26 Fire Protection
ATA 27 Flight Controls
ATA 28 Fuel
ATA 30 Ice and Rain Protection
ATA 31 Indicating and Recording
ATA 32 Landing Gear
ATA 33 Lighting
ATA 34 Navigation
ATA 35 Oxygen
ATA 36 Pneumatics
ATA 37 Vacuum
ATA 38 Water/Waste
ATA 44 Cabin Systems
ATA 45 Central Maintenance System
ATA 46 Information System
ATA 51-57 Structures
ATA 61 Propellers/Propulsion
ATA 71-80 Powerplant

**Total Hours ..... 60.00**

## Additional Information

Using the Aircraft, Simulators, Graphical Flightdeck Simulators, Computer Based Trainers, Practical Mock-ups and Part Task trainers, the practical instruction/assessment provides hands on use of the Textron Maintenance Library, component locations, functional checks, troubleshooting, components removal/replacement and servicing using some of the listed systems.

## Approvals and Limitations

**FAA IA renewal Accepted**
Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

| | |
|---|---|
| **EASA Approved B2-T2** | **(Practical Only)** |
| **CASA Approved B2-T2** | **(Practical Only)** |
| **CAAC Approved AV II** | **(Practical)** |
| **UAE Approved B2-T2** | **(Practical Only)** |
| **DGCA Approved B2-T2** | **(Practical Only)** |

## Course Description – 10 Day Course

The FlightSafety King Air 300 Maintenance Initial course is designed to meet the training requirements of technicians/engineers with limited experience maintaining King Air 300 aircraft.

Client will obtain the ability to recall, interpret, identify, test, troubleshoot and correlate system information applicable to the specific aircraft or engine model. Initial training covers use of OEM documentation, component location, normal operation, inspection, service and repair of aircraft systems.

Course participants will be able to demonstrate proper interpretation and utilization of technical data as well as recall major system and sub-system normal operations, safety precautions, ground handling, and system test procedures. The Initial training programs are aligned with ATA 104 Level III, FAA, EASA, TC, CASA, and CAAC requirements, as applicable.

FlightSafety Material Number .....303169

| Ground School Course Module | Hours |
|---|---|
| ATA 100 Publications | 0.50 |
| ATA 5-12 Aircraft General | 2.00 |
| ATA 20 Standard Practices | 0.50 |
| ATA 21 Air Conditioning | 7.00 |
| ATA 22 Auto Flight | 1.00 |
| ATA 23 Communications | 1.00 |
| ATA 24 Electrical | 7.00 |
| ATA 25 Equipment/Furnishings | 1.00 |
| ATA 26 Fire Protection | 1.00 |
| ATA 27 Flight Controls | 4.00 |
| ATA 28 Fuel | 5.00 |
| ATA 30 Ice and Rain Protection | 2.00 |
| ATA 31 Indicating and Recording | 5.00 |
| ATA 32 Landing Gear | 6.00 |
| ATA 33 Lighting | 1.00 |
| ATA 34 Navigation | 2.00 |
| ATA 35 Oxygen | 1.00 |
| ATA 36 Pneumatics | 0.50 |
| ATA 37 Vacuum | 0.50 |
| ATA 38 Water/Waste | 0.50 |
| ATA 44 Cabin Systems | 0.50 |
| ATA 45 Central Maintenance System | 0.50 |
| ATA 46 Information System | 0.50 |
| ATA 51-57 Structures | 4.00 |
| ATA 61 Propellers/Propulsion | 2.50 |
| ATA 71-80 Powerplant | 9.50 |
| **Ground School Training Hours** | **66.00** |

## Academic Course Modules

| | |
|---|---|
| Welcome/Introduction | 1.00 |
| Functional Application* | 2.00 |
| Systems Integration* | 1.00 |
| Brief/Debrief* | 0.50 |
| Review/Exam | 4.00 |

*Based upon availability and course schedule.

**Total Hours ..... 74.50**

## Approvals and Limitations

**FAA IA renewal Accepted**
Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

| | |
|---|---|
| **EASA Approved B1-T1** | **(Theory & Practical)** |
| **CASA Approved B1-T1** | **(Theory)** |
| **CAAC Approved ME II** | **(Theory)** |
| **UAE Approved B1-T1** | **(Theory)** |
| **DGCA Approved B1-T1** | **(Theory)** |

## Course Description – 10 Day Course

This course is designed to exercise the technician's skills and abilities by assessing their performance of various tasks. Participants are required to use the manufacturer's manuals, regulatory documents and feedback from the instructor to perform specific tasks that are unique to the aircraft using the actual aircraft, part task trainers, and simulator devices.

The objective of a practical training course is to gain the required competence in performing maintenance, inspections, and routine work according to the maintenance manual and other relevant instructions and tasks as appropriate for the Super King Air 300 Series, for example troubleshooting, repairs, adjustments, replacements, rigging and functional checks.

This course is designed for highly skilled technicians. A thorough working knowledge of the aircraft systems integration is a must. The ability to understand manufacturer documentation and general aircraft maintenance practices is required. All attendees should have completed the Maintenance Initial Course.

FlightSafety Material Number .....304573

| Practical Course Modules | Hours |
|---|---|
| ATA 5-12 Aircraft General | |
| ATA 20 Standard Practices Airframe | |
| ATA 21 Air Conditioning | |
| ATA 22 Auto Flight | |
| ATA 23 Communications | |
| ATA 24 Electrical | |
| ATA 25 Equipment & Furnishings | |
| ATA 26 Fire Protection | |
| ATA 27 Flight Controls | |
| ATA 28 Fuel | |
| ATA 30 Ice and Rain Protection | |
| ATA 31 Indicating & Recording | |
| ATA 32 Landing Gear | |
| ATA 33 Lighting | |
| ATA 34 Navigation | |
| ATA 35 Oxygen | |
| ATA 36 Pneumatics | |
| ATA 37 Vacuum | |
| ATA 38 Water & Waste | |
| ATA 44 Cabin Systems | |
| ATA 45 Central Maintenance System | |
| ATA 46 Information System | |
| ATA 51-57 Structures | |
| ATA 61 Propellers/Propulsion | |
| ATA 71-80 Powerplant | |
| **Total Hours** | **60.00** |

## Course Modules

Using the Aircraft, Simulators, Graphical Flightdeck Simulators, Computer Based Trainers, Practical Mock-ups and Part Task trainers, the practical instruction/assessment provides hands on use of the Interactive Maintenance Library, component locations, functional checks, troubleshooting, components removal/replacement and servicing using some of the listed systems.

## Approvals and Limitations

**FAA IA renewal Accepted**
Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

| | |
|---|---|
| **EASA Approved B1-T1** | **(Practical Only)** |
| **CASA Approved B1-T1** | **(Practical Only)** |
| **CAAC Approved ME II** | **(Practical)** |
| **UAE Approved B1-T1** | **(Practical Only)** |
| **DGCA Approved B1-T1** | **(Practical Only)** |

FlightSafety international

PROFESSIONAL AVIATION TRAINING

# King Air 350
# Collins Pro Line Fusion Series
# Pilot Training

*2019 Course Information*

| Course Curriculum | Initial | Recurrent | Prior Experience |
|---|---|---|---|
| **Course Module** | **14 Days** | **3 Days** | **4 Days** |
| Ground School | 42.0 hours | 12.0 hours | 12.0 hours |
| Systems Integration Training | 6.0 hours | 1.0 hours | 1.0 hours |
| Briefing/Debriefing | 12.0 hours | 6.0 hours | 8.0 hours |
| Simulator (Pilot Flying) | 12.0 hours | 6.0 hours | 8.0 hours |

**Type Rating Requirements** - As a minimum, pilot must possess a multi engine and instrument rating with 1000 hours total time for the BE-300 Type Rating.

**Course Length** - Course lengths for Initial and Prior Experience include simulator check days, but do not include flight training.

**Operational Day Flow (ODF) Training Available in Recurrent Course** – Operational Day Flow is the innovative next step in FlightSafety's approach to delivering Pilot Training. FlightSafety has redesigned its ground school courseware, based on aircraft performance and range, into operationally based scenarios organized by phase of flight. The result is an enhanced, interactive, hands-on learning experience with multiple benefits.

**Prior Experience Course** – This course is designed for pilots who are seeking the addition of an ATP. These pilots must have completed an FAA approved course which led to a type rating prior to enrollment. In addition, this course is also for those pilots who have been flying the aircraft as SIC and now want to obtain a PIC Type Rating. These pilots must have completed an FAA approved pilot initial course and meet the type rating prerequisites. Please contact the Program Manager prior to enrolling in this course. **All Prior Experience Courses are scheduled on request.**

**ATP Prerequisites** – FlightSafety is able to administer Airline Transport Pilot Certificate (ATP) Checks during the Pilot Initial and Prior Experience Course. To qualify, pilots must meet the requirements of 14 CFR Part 61.155 through 61.159.

**Training Materials** – Training and Pre-Course Study materials are available electronically to clients 60 days prior to scheduled training via FlightBag, our second-generation training materials app. Materials are updated automatically as new information becomes available, yet keeps all of your previous notes. The FlightBag App is available through the App Store for free.

**Maintenance Training** – Maintenance Training, including Pratt & Whitney Canada Engine Training is also available for this aircraft.

**Course Dates** - For course dates, please visit our website at www.flightsafety.com or contact the Learning Center listed below.

**Training Locations & Contact Information**

Atlanta, Georgia • 800-889-7916 • 678-365-2700 • fax 678-365-2699 • atlanta@flightsafety.com

flightsafety.com • A Berkshire Hathaway company

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Τεύχος A'116/17.06.2020

FlightSafety international

Pratt & Whitney Canada
A United Technologies Company

PROFESSIONAL AVIATION MAINTENANCE TRAINING

# P&WC PT6A – Large Series Line & Base Maintenance

## Including OLT General Familiarization – Level 1

*2020 Course Information*

### Course Description – 5 Day Course

The PT6A Large Series Initial Maintenance Course is designed to meet the needs of a Maintenance Technician in maintaining the PT6A Series Engines. The course is a combination of theory and practical activities, including an online pre-course study review course.

**Instructor Led Training Course Objectives:**
Special emphasis is placed on safety, component location, system normal and abnormal operation and indication, routine service / maintenance requirements and basic troubleshooting of the engine systems.

**Online Training (OLT) Pre-Course Review:**
Covers a brief overview of the engine, engine systems and engine to aircraft interface, and includes five modules, along with engine layout and characteristics. It defines the general layout of the engine major systems and identifies maintenance items important to the engine. The course also covers relevant safety precautions.

| | |
|---|---|
| FAA - FlightSafety Material Number | 302925 |
| EASA – FlightSafety Material Number | 302926 |
| CASA – FlightSafety Material Number | 302932 |
| TC – FlightSafety Material Number | 302927 |
| DGCA – FlightSafety Material Number | 302939 |

| Pre-Course Review Online Training | Hours |
|---|---|
| **General Familiarization – Level 1** | |
| **Course Modules** | |
| Introduction | |
| Course Navigation | |
| Engine / Aircraft Introduction | |
| Engine Characteristics | |
| Engine Systems | |
| Engine Control Interface | |
| Publications / Engine Life Limits | |
| Review and Exams | |
| **Training Hours** | **4.00** |

| Instructor Led Course Modules | Hours |
|---|---|
| Air System | 0.25 |
| Engine | 4.00 |
| Engine Control Interface | 0.75 |
| Engine Overview | 1.00 |
| Fuel System | 4.00 |
| Gearbox | 1.50 |
| Indicating System | 1.25 |
| Ignition System | 0.25 |
| Limits and Maintenance Checks | 1.50 |
| Oil System | 2.00 |
| Propellers | 2.25 |
| Standard Practices | 0.50 |
| Starting System | 0.25 |
| **Ground School Training Hours** | **19.50** |

| Academic Course Modules | Hours |
|---|---|
| Practical Training | 8.00 |
| Welcome/Introduction | 1.00 |
| Review and Exams | 1.50 |
| **Total Hours** | **30.00** |

**Applicable Models:** PT6A-52, 60A, 60AG, 61, 64, 65AG, 65AR, 65B, 65R, 66, 66A, 66B, 66D, 67, 67A, 67AF, 67AG, 67AR, 67B, 67D, 67F, 67P, 67R, 67T

### Approvals and Limitations

**FAA IA renewal Accepted**
Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

| | |
|---|---|
| **EASA Approved B1/B2-T1/T2** | **(Theory & Practical)** |
| **CASA Approved B1-T1** | **(Theory & Practical)** |
| **DGCA Approved B1** | **(Theory & Practical)** |
| **Transport Canada Approved** | |

Courses conducted at West Palm Beach and Brisbane are NOT DGCA Approved.

### Training Locations

**Contact the Montreal Learning Center for the locations below:**
**Bengaluru (Bangalore), India**
**Brisbane, Australia**
**Botucatu, Brazil**
**Haikou, China**
**Lanseria, South Africa**

**Montreal, Canada • 800-573-4025 • 514-631-2084 • montreal@flightsafety.com**
**Paris, France • +33 1-49-92-1919 • paris@flightsafety.com**
**West Palm Beach, Florida • 800-769-6763 • 561-515-2900 • westpalm@flightsafety.com**
**Wichita, Kansas • 800-491-9796 • 316-361-3900 • wichitamaintenance@flightsafety.com**

# HELLENIC MINISTRY OF HEALTH
# AND
# TEXTRON AVIATION INC.
# SPECIAL MISSIONS AFTERMARKET SUPPORT

# BASIC ORDERING AGREEMENT

**TEXTRON AVIATION PARTS & DISTRIBUTION**
**HAFKA350CPROGRAM TERMS & CONDITIONS**

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**Introduction**

THIS BASIC ORDERING AGREEMENT ("Agreement") is made effective as of the date signed both Parties ("Effective Date") between the **HELLENIC MINISTRY OF HEALTH**, (hereinafter referred to as "MOH") and **TEXTRON AVIATION INC.**, a Kansas corporation, with a place of business at 7121 Southwest Boulevard, Wichita, KS, 67215, USA (hereinafter referred to as "TAI"), MOH and TAI shall throughout this Agreement be referred to individually as a "Party" or in the plural as the "Parties".

**WHEREAS,** MOH has acquired two modified King Air 350C Aircraft for the MOH Medical Evacuation Program; to be operated by THE HELLENIC AIR FORCE (hereinafter referred to as "HAF") on behalf of NATIONAL CENTRE OF EMERGENCY CARE (hereinafter referred as "EKAB") and maintained by HAF.

**WHEREAS,** MOH requires the operational sustainment services of TAI as the Original Equipment Manufacturer of modified King Air 350C Aircraft; and

**WHEREAS,** the Parties desire to enter into this Agreement in furtherance of their objectives for the operational sustainment services of these modified King Air 350C aircraft to assist the mission capable requirements of the MOH Medical Evacuation Missions;

**NOW THEREFORE, IN CONSIDERATION** of the promises, understandings, covenants, and Agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, MOH and TAI agree as follows:

**Program Overview**

TAI gladly offers its support capabilities, maintenance network, parts distribution capabilities, technical support, , quality and supply chain expertise in the support of the MOH King Air 350CProgram (Program). TAI provides a cost of operations program per flight hour to support aircraft, engine, propeller, and mission equipment.

A/C Type

Model King Air 350C

Quantity: 2 A/C

TAI provides the following technical assistance to the MOH in support of its Model King Air 350C aircraft:

1. This Agreement establishes the terms and conditions by which TAI provides technical assistance to the MOH in support of its model King Air 350C aircraft related to airframe, engine, propeller, avionics, and mission equipment. The support will apply to spare parts, overhaul & repair services, tooling, ground support equipment,

technical publications, technical support, training, subscriptions, and components exchange parts. Levels of technical support that may be provided under this Agreement includes technical assistance, consultation and related to the airframe, engine, propeller, avionics, medical equipment, TAI currently offers twenty-four (24) hours a day, seven (7) days a week, 365 days a year technical assistance available by telephone to its customers through its hot line at the following U.S. telephone number: 316-676-3140.

2. If TAI offers this service to the general public, it will always be available to the MOH/HAF. There are no plans to discontinue this service or similar services and it is expected to continue if the King Air 350C aircraft remains in operation.

Under this Basic Ordering Agreement, TAI will support the EKAB missions under a Cost-per-Flight-Hour (CPFH) Program. The MOH will pay to TAI an hourly fee every two months for flight-hours usage, or minimum number of flight hours. In exchange for this fee, in accordance with the terms and conditions of this Agreement, TAI will provide spare parts, component repair or overhaul, propeller and engine parts support for scheduled and unscheduled engine and propeller maintenance events. This fee includes spare parts and component repair and overhaul for the Medic Equipment. TAI will cover the propeller parts, repairs, and overhauls for normal wear and TBO requirements.

Because of the large inventory the MOH already purchased, TAI waived the TAI Commencement Fee. When HAF uses an item from that inventory due to normal wear/TBO, HAF should order a part to replenish the inventory. That replenishment item will be covered under the ProAdvantage program provided the part was only used on the ProAdvantage program Aircraft and as long as the part in question was contained in the initial provision inventory as set out in Appendix J.

The services under the CPFH program include, but are not limited to, Technical Manuals, related Revisions Services, Avionics Subscriptions, Technical Assistance, In-region technical support through consult with in region field service representative or in accordance with the technical consults set out in Appendix G, Shipping charges per the Agreement, charts/NAV database subscriptions and CAMP. A part replaced for any reasons outside of normal wear and tear is considered an "Over and Above", O&A and not within the scope of the CPFH agreement. If the part is a TAI part the item will be at list price.

**Initial Provisioning**

This Agreement also applies to the acquisition of the initial provisioning and GSE, as defined in Appendix J. The initial provisioning for spare parts and GSE shall be delivered in accordance with Appendix D, before the 1st delivery of the Aircraft.

**Contingency Planning**

MOH will allocate annually an amount of $350,000.00 as a contingency budget to cover any requirement O&A to the cost generated by the CPFH programs described in Attachment 1 for the acquisition of additional material and services beyond CPFH

consumption. TAI does not manage nor control this MOH contingency budget. The contingency budget management and use is the sole responsibility of the MOH and HAF.

**Condition of Aircraft, Engines, Propeller and Mission Equipment**

MOH is solely responsible for knowing the condition of the Aircraft, Engines, and any Part or system thereof at the time of, and after MOH's enrollment in a Program. By enrolling MOH in a Program, TAI is not obligated to provide any Program coverage in conflict with the terms and conditions of this Agreement regardless of whether TAI recommends, facilitates, requires, authorizes, or conducts any inspection of the Aircraft, Engines, or any Part or system thereof at any time for any reason. MOH acknowledges and agrees the existing condition (whether apparent or hidden) of the Aircraft, Engines, and any Part or system thereof, and any labor arising from or relating to such existing condition, may not be covered under the CPFH portion of This Agreement.

**Definitions**

When capitalized in this Agreement, the following words and abbreviations have the meaning, intent, and clarification as defined below:

1. Abuse: (1) The failure by HAF to properly perform any necessary maintenance, Repair, or modification of the Aircraft, Engine, or any Part or system thereof, whether or not required by applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, TAI or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; (2) any use, operation, testing, or storage of the Aircraft, Engine, or any Part or system thereof, which is not in accordance with accepted aircraft operation or maintenance practices, or applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, TAI or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; or (3) any neglect, misuse, or unauthorized Repair or modification of the Aircraft, Engine, or any Part or system thereof.
2. Aircraft: The TAI Aircraft model and serial numbers identified in Attachment E.
3. BUER: Basic Unscheduled Engine Removal.
4. BUR: Basic Unscheduled Repair.
5. CAMP: A specific Maintenance tracking system.
6. TAI: TEXTRON AVIATION INC. A signatory to this Agreement.
7. Consumable: If applicable to a Program, any item required for installation or servicing of a Part, or Engine which can be used only once, excluding, without limitation (and as applicable to a Program), standard maintenance consumables, fluids, compounds, and standard aircraft hardware readily available from sources other than TAI.

8. Core: An Unserviceable Part required to be returned to TAI (or TAI's designee) upon removal from the Aircraft due to a Scheduled Removal or Unscheduled Removal.
9. TAPD: Textron Aviation Parts &Distribution.
10. SMAS: Textron Aviation's Special Missions Aftermarket Support
11. Discrepancy: A defect or variation affecting the structure, systems, or operations of the aircraft and alters it from the original Type Certificate Design. A Discrepancy may or may not affect the airworthiness of the aircraft.
12. Discretionary Removal: Removal of a Part prior to its Service Life made at HAF's option.
13. Engine Hours: The total accumulated operating time in hours accrued by an Engine as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.
14. Flight Hours: The total accumulated operating time in hours accrued by the Aircraft as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.
15. HSI: Hot Section Inspection as defined by Pratt & Whitney PT6-60A Maintenance Manual.
16. Improper Use: (1) Improper installation or maintenance contrary to TAI or OEM written and published installation and maintenance instructions or recommendations; (2) use or inspection contrary to TAI or OEM written and published operating and maintenance instructions or recommendations; (3) Repair or alteration other than by, as applicable, TAI Authorized Service Stations, an Engine OEM Facility, or an applicable Regulatory-Agency-approved facility; (4) use of a Part not supplied by TAI; or (5) misuse, negligence, or neglect resulting in damage, fatigue, or wear.
17. Life Limited Component: A Part with a life cycle fatigue limit as identified from time to time in any applicable TAI manuals, Engine specification, OEM manuals or technical publications, TAI service bulletins, or OEM service bulletins. Life Limited Component is synonymous with Life Cycle Fatigue (LCF).
18. LRU: Line Replaceable Unit.
19. OEM: Original Equipment Manufacturer.
20. Overhaul: The work necessary to return a Part, Engine, module, or LRU to a technical standard determined by, as applicable, the published specifications of TAI or TAI's supplier, the OEM's manual, the overhaul or repair Specifications, a Regulatory Agency, and/or as recommended by the OEM.
21. P&WC: Pratt & Whitney Canada Corp.

22. Part: A Part in its simplest form is one piece (or two or more pieces joined together) that is not normally subject to disassembly without destruction of designed use.

23. Party or Parties: TAI and MOH are referred to individually as "Party" and collectively as "Parties."

24. CPFH Program: MOH Cost-per-Flight-Hour Program (ProAdvantage – including Parts coverage ProParts Program, Engine Coverage PowerAdvantage Program, LLC coverage, ProPropeller Program, ProFlex Program)

25. Regulatory Agency: The applicable duly authorized governmental airworthiness authority of competent jurisdiction, without limitation, the Federal Aviation Administration of the United States of America (FAA) and the European Aviation Safety Agency (EASA).

26. Repair: The work necessary to make an item serviceable by replacing or fixing failed or damaged components or details per the OEM's technical publications.

27. MOH: MINISTRY OF HEALTH. A signatory to this Agreement.

28. Scheduled Removal: The removal of any Part upon the expiration of its Service Life.

29. Serviceable: In satisfactory operating condition, as defined by the limits, tolerances, or allowances prescribed by any applicable service or Repair manual, service bulletin, service letter, specification, or any other written instructions, and in compliance with Regulatory Agency requirements.

30. Service Life: The point (as measured in hours, cycles, wear, or time) when a Part must be repaired, overhauled, refurbished, or replaced, as specified by TAI, the OEM, or Regulatory Agency.

31. TBO: Time between Overhaul.

32. Unscheduled Removal: The removal at a time other than a specific maintenance interval of any Part that is determined by TAI to be Unserviceable.

33. Unserviceable: Not Serviceable.

34. HAF: HELLENIC AIR FORCE. Flight and maintenance operator of the Aircraft on behalf of EKAB.

35. EKAB: NATIONAL EMERGENCY AID CENTRE. A public legal entity directly under the Ministry of Health. MEDEVAC operator of the Aircraft.

36. Subcontractor: Party awarded with a portion of work by either party in support of this fleet maintenance and operational capabilities.

**Engine Facility**

For MOH to be eligible for any engine coverage, work performed internal to the Engine must have taken place at a facility designated by TAI to perform such work, including, without limitation, the engine OEM Facility, or an engine OEM approved facility. By designating the facility where work is to be performed, TAI is not obligated to provide any Engine coverage in conflict with the terms and conditions of this Agreement.

**Mission Equipment**

1. Organizational Maintenance for Mission Equipment – MOH shall ensure HAF or their Subcontractor performs Organizational Maintenance which for purposes of Mission Equipment shall be standard preventative and scheduled maintenance as set out in the Mission Equipment OEM manuals.
2. Notification of Fault or Malfunction – Inform TAI promptly upon becoming aware of any fault condition or malfunction of the Mission Equipment within coverage of the ProAdvantage agreement. The MOH shall ensure HAF completes an Equipment Failure Report and forward to TAI's repair contact. And Equipment Failure Report (EFR) must accompany all equipment being returned for repair. If the repair facility receives equipment without an EFR, the equipment will remain "on hold" until further instructions are received from HAF.
3. After receiving fault notification, TAI or Subcontractor will respond to HAF within forty-eight (48) hours via phone or email. A technician will assess the failure reported and a decision will be made whether the fault could be rectified via telephone consultation, site visit or return of equipment to repair facility.
4. On-site Service Calls –Whether on-site service is needed will be determined by mutual agreement following product consultation via phone and / or email, to include necessary exchange of technical and operational information Access to Mission Equipment – MOH shall ensure HAF makes available to TAI and its subcontractor, the Mission Equipment systems, documentation and any other information necessary for diagnosing any system fault.
5. Access to Site – In the event on-site repair is required, MOH shall ensure HAF grants TAI and its Subcontractor access to the site where the system is located to review/diagnose system fault.
6. Return Material Authorization – When Mission Equipment requires return to a service center, the equipment will be given a Return Material Authorization (RMA) number. The repair destination and return shipment addresses will be noted on the RMA form, which will be transmitted to the HAF via fax or email.

   In the event an Equipment Failure Report is not received with the failed equipment, the repair facility will notify the customer contact that the EFR has not been provided; no repair will commence without an EFR. The turn-around time for repair shall not

commence until equipment failure information and failure circumstances have been received.

7. TAI reserves the right, whether through TAI or their Subcontractor, to supply new or reconditioned replacement parts and to substitute with equivalent or "better than" parts in the performance of this Agreement.
8. Depot Maintenance for Mission Equipment – TAI subcontractor will manage repair activities that outside of Organizational Maintenance that cannot be completed by the HAF to the level that the HAF has been trained. This may consist of repair operations on any inoperable or defective LRU or SRU returned to an approve repair facility for testing and repair outside of Organizational Maintenance.

Depot maintenance includes actions other than Organizational Maintenance that constitute:

- Repair and test of Mission Equipment
- Corrective maintenance for repair of failures, fault isolation to the defective component within faulty SRUs, removal and replacement of the component, and checkout of the SRU operation for the Mission Equipment

9. Repair Turnaround Time –TAI and its Subcontractor will undertake a good-faith effort to limit the turnaround time for repairs for Mission Equipment.

**Mission Equipment Exclusions**

1. Excluded services will be the responsibility of the HAF, and MOH may request a proposal from TAI on such matters via the process set out in Over and Above Proposal (OAP) as defined in Appendix A.
2. Excluded services include:
    a. Organizational Maintenance tasks or provision of consumable items required to complete organization level maintenance tasks
    b. The correction of any fault in the system due to:
        i. HAF neglect or misuse of the system or its failure to operate the system in accordance with its intended purposes for which it was designed.
        ii. The alteration, modification or maintenance of the system by any party other than a TAI or TAI Subcontractor certified maintenance provider.

**Program Commencement**

The MOH fleet will be delivered as new. No pre-inspection by TAI shall be required and CPFH program will begin upon acceptance and reception of aircraft by MOH once the Effective Date of this Agreement has also occurred. For the avoidance of doubt, the

ProAdvantage agreement is effective as to an aircraft on the date upon which both of the following two conditions are first fulfilled: 1) this Agreement (BOA) is signed by both parties and 2). the aircraft is delivered by TAI to the purchaser. As the purchaser is taking more than one aircraft, the effective date of the ProAdvantage agreement will be different for each aircraft if they are not delivered on the same day.

**Required Accounts with TAI**

For the duration of this Agreement, MOH will maintain with TAI all accounts required for MOH to be enrolled in Pro Advantage Programs and MOH will keep such accounts in good standing. All amounts required to be paid to TAI in accordance with this Agreement will be paid in the legal currency of the United States of America. MOH acknowledges and agrees that actions taken by HAF with respect to this agreement shall be deemed to be the actions of the MOH, including as pertains to the issuance of purchase orders and payments. MOH shall be liable for all actions and inaction by HAF, and no failure of HAF to timely and properly complete a duty of MOH hereunder shall excuse such duty or liability of MOH. If MOH expects that HAF shall complete a duty on MOH's behalf, MOH shall bear the responsibility of communicating the same to HAF. The Parties acknowledge that TAI's liabilities hereunder run solely to MOH."

**Aircraft Maintenance**

For the duration of this Agreement, HAF will maintain the Aircraft in accordance with all applicable TAI flight manuals, operating manuals, maintenance and Repair manuals, service bulletins and service letters (alert, mandatory, and recommended), and all other written instructions issued by TAI and its suppliers from time to time. HAF will comply with all applicable regulatory agency requirements if so mandated. HAF will comply with generally accepted practices in the general aviation industry, provided such practices do not conflict with the afore mentioned manuals, service bulletins, service letters, and other written instructions issued by TAI and its suppliers.

**eCommerce Orders**

MOH/HAF will place orders electronically using the TAPD website: **parts.txtav.com.** Online or On-site training is available to navigate and work through this website.

Order Types:

- Aircraft-On-Ground (AOG) Is as defined in ProAdvantage agreement (see Addendums).
- Hot Order
  Orders entered for the "next-day" or "two-day" service once the part is available
- CS Order
  Orders entered for "three-day" service and are considered non-rush
- Stock Orders once the part is available

Orders entered for "ground" service will be considered Stocking Orders

**Orders and Deliveries**

HAF will use the TAPD Service Network (electronic) eCommerce site to order parts for this program. HAF will use the eCommerce site to place at least 90 percent of its orders for TAI parts. TAPD may grant an exception to HAF should HAF does not have access to reliable internet infrastructure. All orders will be subject to TAPD's general terms and conditions of sale set out at https://ww2.txtav.com/Areas/Parts/Assets/Files/terms_conditions.pdf

**Order Approval**

All orders are subject to credit approval by TAI and are only considered accepted when confirmed in writing or when shipment is made. An acknowledgment of receipt of an order is not an acceptance.

**Warranties and Claims Administration**

TAI Warranty Programs is responsible for the processing of any claims submitted by the MOH/HAF electronically in the TAI portal per warranty instructions referenced in this Agreement for disposition of such claim and if applicable for warranty remedy. Warranty terms for spare parts sales other than Mission Equipment are as set out in Appendix K .

The details on the policies and procedures for warranty and claim administration are available on TAPD's website, parts.txtav.com TAI reserves the right to revise any of its policies and procedures concerning claims administration processes without notice. Claims with respect to initial provisioning inventory in Appendix J, whether for CPFH or warranty, require that MOH or their designee provide a copy of the logbook entry showing the date the part was placed into service out of such initial provisioning inventory.

**ProAdvantage Programs Claims**

ProAdvantage claims must be submitted to TAI through the website, **parts.txtav.com**, within ten (10) working days after the reason for claim is found in order to qualify for coverage. If the Claim includes parts that are required to be returned to TAI, the subject part must be received by TAI, unless otherwise agreed, no later than thirty (30) working days from date the work is completed.

**Late Claims**

TAI may allow MOH/HAF up to 50% of the original claim for Warranty Program Claims filed between 30 days and 60 days after the date the HAF or an ASF makes the

repair. Claims received more than 60 days after the date that the repair is made by HAF or the ASF will not be reimbursed.

**Incomplete Claim Requests**

If HAF or ASF submits a Claim that is missing required information, TAI may ask the HAF or ASF to correct the Claim. MOH/HAF or an ASF is required to respond to a request for Claim information within 7 calendar days of TAI requesting the information.

**Reconsideration of Denied Claims**

HAF or ASF may ask TAI to reconsider the denial of a Claim by entering the request in the Claim system within 30 days of the date TAI initially denied the Claim. TAI's determination as to any request for reconsideration of a Claim will be final.

**Procedures for Filing Warranty Claims**

The online Claim system is accessed through the TAI Warranty Website, **parts.txtav.com**, and allows MOH/HAF or ASF to directly input and monitor claims for Warranty Programs coverage.

Each Claim will be checked to ensure that it is complete before it is accepted by the system. The Claim system will not allow non-descriptive words such as "defective, failed or inoperative" in the description of the Claim.

It is the responsibility of MOH/HAF to review Claim settlement details such as amount and credit memo number on the Warranty Status Report provided on the Claim system website.

**Core Return**

HAF will return an undamaged and valid Core due to TAI within thirty (30) working days of removal from the aircraft unless HAF is otherwise advised by TAI. Processing of core returns will be done through TAPD's website: **parts.txtav.com.** HAF will package Parts and Cores in such a manner to prevent damage while in transit. As required by TAI, HAF will properly store a removed Part (and/or Consumables) at HAF's expense until TAI issues disposal or return instructions. Any Part (or Consumables) held by HAF may be inspected by a TAI designee authorized to issue disposal or return instructions. MOH will pay TAI its then current suggested retail price (plus applicable taxes) for a new or exchange Part (and/or Consumables) when HAF fails to return a Core within thirty (30) working days of removal from the aircraft or fails to properly dispose of a removed Part (and/or Consumables).

**Loaned Parts**

TAI, at its sole discretion, may supply HAF a loaned Part as a substitute for an Unserviceable Part pending HAF's receipt of a Serviceable Part. As required, TAI will supply Parts (and Consumables) to install the loaned Part and the Serviceable Part. HAF

will return a loaned Part within thirty (30) working days of receipt of the Serviceable Part. HAF will be notified and the part will carry a part number designated as a Loaned part.

**Discretionary Removals**

In the event of a Discretionary Removal of a Part, MOH will pay TAI an amount equal to the difference between TAI's then current suggested retail price (plus applicable taxes) for a new or exchange Part (and Consumables) less an equitable portion for prior use and wear based on any wear limit, tolerance, or allowance identified in any applicable TAI maintenance manual, service and Repair manual, service bulletin and service letter, specification, or any other written instructions. In addition, MOH will reimburse TAI for all costs incurred associated with the restocking and recertification of the removed part if applicable.

**Part Condition and History**

MOH/HAF will provide all required documentation available, associated with a returned Part. MOH/HAF guarantees and warrants that, always, Parts returned or supplied under a Program will be utilized only on the Aircraft and such Parts will not be used in excess of cycle usage prescribed herein for each twelve (12) month period after the effective date of this Agreement.

**Service Documents**

Textron Aviation Service Bulletins, Owner Communications, and Airworthiness Advisories ("Service Documents") may contain a warranty statement either in the service document or in the Owner Advisory if Warranty Program coverage is offered. Standard claim filing time rules apply. Most Service Documents that provide for Warranty Program coverage have an expiration date. If the Service Documents do not specify an expiration date for Warranty Program coverage, then the Warranty Program coverage will expire 12 months from the date of issue.

Special program terms in a contract may provide coverage for Service Documents offering no Warranty Program coverage provided the service is accomplished according to timeframe parameters established in the Service Document.

**Technical Manuals and Documentation**

It is the obligation of MOH/HAF to obtain and maintain a complete library of support publications (paper or electronic), at its facility, for the aircraft on which support services are to be performed under the Agreement. These technical publications have been prepared in accordance with ATA2200. All manuals are written and supplied in English. All technical documents are subject to change without notice to the MOH/HAF. TAI will not refund payments made for technical documents that have expired, have been updated or revised. All sales of technical documents are final and may not be returned.

Technical manuals, including but not limited to service and safety bulletins and communiqués, are issued in electronic format (1View) online via Internet access, for MOH's aircraft, https://1view.txtav.com/TPWeb. MOH is solely responsible for confirming that the technical documents being used are current and up to-date. TAI is not obligated to but may notify MOH/HAF as future model electronic libraries are released.

For information regarding technical manual subscriptions, revision services, contact TMDC. Prices are subject to change without notice and should be confirmed prior to ordering. Contact details, the list of current publications, and appropriate pricing are available at the following website: https://ww2.txtav.com/technicalpublications

**Supplier Publications**

Access to Engine and Propeller maintenance manuals and service bulletins shall be provided by TAI through the respective OEMs. Technical manuals for all avionics and other vendor supplied components can be procured directly from the respective manufacturer or obtained from TAI's Technical Manual Distribution Center.

**Aircraft Logbook**

HAF will properly record in the Aircraft logbook all Aircraft Flight Hours, Engine Hours, cycles, landings, or times as reasonably required by TAI (for purposes of this Agreement) and/or a Regulatory Agency. In addition, HAF will record in the Aircraft logbook any other significant event, including, without limitation, any Abuse or damage to the Aircraft, Engine or any Part or system thereof, modifications, repairs, and maintenance as prescribed by TAI or required by a Regulatory Agency. HAF will furnish such information to TAI upon request. HAF will grant TAI (and/or TAI's designee) access to the Aircraft, Engine or any Part or system thereof, and to the operating records of the Aircraft, and Engines upon request by TAI. HAF guarantees and warrants the information recorded in the logbooks or otherwise reported to TAI will be true, accurate, and correct. If HAF fails to record or provide to TAI any information required in this Agreement, TAI has the right to require that any Unserviceable Part returned to TAI be overhauled at MOH's expense.

**Payment of Invoices**

MOH is responsible for payment of all invoices to MOH's accounts with TAI, including, without limitation, invoices for Flight Hours, Parts ordered on or billed to an applicable MOH account whether before, during, or after the suspension, termination, cancellation, revocation, and/or expiration of this Agreement. MOH will pay all invoices every TWO months in accordance with NET 60 terms. TAI has the right to prohibit HAF from receiving any ProParts benefits (i.e., support and/or services, including parts).

**Reporting Usage (Hours Flown) Minimum**

On or before the fifth (5th) calendar day of each month, MOH/HAF will report to TAI the Flight Hours, cycles, and/or landings for the previous month (including utilization of 0 hours) by using the on-line Report Flight Hour form located at **http://www.beechcraft.txtav.com/**. In the event the access to the on-line report form is unavailable, MOH/HAF shall contact the assigned Program Manager to provide the corresponding aircraft information. MOH will be invoiced monthly an amount equal to the reported usage multiplied by the hourly rate for this Program. If MOH/HAF fails to report the applicable hours, cycles, or landings, then MOH will be invoiced an amount for the month based on at least the monthly minimum required flight hours multiplied by the Hourly Rate. TAI has the right to alter (temporarily and/or permanently) the determination and calculation of these monthly invoice amounts whenever MOH/HAF fails to report usage as required by this Agreement.

If during each period of twelve (12) consecutive calendar months after the effective date of the ProAdvantage agreement, MOH has not reached the minimum amount of four hundred(400) Flight Hours per Aircraft per year (as average between the total Flight Hours flown by the Aircraft and the number of the Aircraft), then then TAI shall invoice MOH, and MOH shall pay, for the difference between the minimum amount of eight hundred (800) Flight Hours in aggregate for all Aircraft and the Flight Hours already invoiced

In the event that an aircraft is inoperative for expanded periods of time and out of service due to unforeseen or unpresented maintenance/repair issues (i.e. extensive structural repairs due to incident or unscheduled event), in an event as this, MOH/HAF should notify TAI to determine if the agreement for the aircraft can be placed on hold. TAI will determine if it is appropriate to place the programs on hold and/or review annual minimums for prorate. Programs will not be able to be used while on hold.

**Annual Program Management Review**

An annual Program Review will be conducted to include MOH/HAF and TAI at MOH/HAF's premises on or near the annual anniversary of this Agreement's effective date or of the anniversary of the effective date of the ProAdvantage Agreement, MOH/HAF will provide TAI all information requested for a review by TAI of the invoice amounts for the annual Flight Hours compared to the actual usage. The Parties will determine, calculate, and administer any account reconciliation for this Agreement resulting from this annual review. Such account reconciliation will be based on the difference between the minimum 800 FH per year on aircraft versus the actual FHs recorded. For example, in the event the HAF flies one aircraft 420 FH/Yr and the other 400FH/yr, after the annual review, the MOH shall pay for the additional 20 FH. On the

contrary, if the actual Hours recorded were 380 FHs on one aircraft and 370 on the second aircraft MOH shall pay the minimum of 800 FHs per year instead of 380 and 370 FHs totaling 750.

**Calculation of Excess Landing/Cycle Usage**

If MOH exceeds this Agreement's designated Hours per Landing/Cycle Factor, MOH will pay to TAI a fee for excess landing/cycle usage as listed in Appendix D, "Pricing Schedule". The designated Hours per Landing/Cycle factor for this Agreement is shown below. MOH's landing/cycle factor will be computed via the Annual Review per aircraft on a fleet wide basis.

1. MOH's landing/cycle factor equals actual Flight Hours divided by actual landings/cycles for a twelve (12) month period.
2. During the first 12 (twelve) months, and due to increased training requirements, the estimated number of landings is 800, for 600Flight Hours. Therefore, the landing/cycle factor shall be 0.75.
3. For the rest of the agreement period, 720 landings for 600FH are estimated, with a landing/cycle factor of 0.80.
4. If MOH's landing/cycle factor is a number less than the designated Hours Per Landing/Cycle Factor, then MOH has excess landing/cycle usage and will pay to TAI a fee based on the formula below:
   a. fee = [(actual landings) – (actual Flight Hours ÷ Hours Per Landing/Cycle Factor)] x (Rate Per Excess Cycle
   b. The rate per Excess Cycle is US$19.00 in the base year and escalated 5% per follow-on years.

**Title and Shipment**

TAI warrants that it has good title, free and clear of any and all mortgages, liens, charges, encumbrances, or security interests whatsoever, to all Parts (and Consumables) provided hereunder.

**Risk of Loss**

Delivery of any Part (and Consumables) by TAI to HAF will be DAP with the named place of delivery being Greece Port of Entry (INCOTERMS 2010). Financial risks of loss remain with MOH for returned Parts until received, inspected, and accepted by TAI.

**TAI Ownership of Parts**

Ownership of all Parts that are required to be returned under this Agreement automatically transfers to TAI (whether any credit is allowed) upon delivery of a Serviceable Part by TAI to HAF. TAI has the right to a priority lien on any Part or Core for which MOH fails to pay and/or return to TAI as required herein.

**Reusable Containers**

TAI determines when reusable containers must be utilized for returning a removed Part. MOH is liable and will be charged for damaging a reusable container. In addition, MOH is liable and will be charged for failing to use and/or return a reusable container as required.

**Import, Export, and Use Permits or Licenses**

Under this Contract it is the obligation of TAI to provide for an exportable system that complies with all requirements of this Contract provided such information is made available by Subcontractor. If TAI fails to request export licensing within sixty (60) calendar days of when TAI knows the services are needed, then this Contract shall remain in effect for all items included that do not require an export license. For any change to U.S. law, modification to the aircraft, or upgrades in technology that require a special export license, TAI or Subcontractor shall make application for the required license within ninety (90) days after receipt of notice of completion of such change. TAI shall not provide any services under this Agreement contrary to U.S. laws and regulations. MOH is responsible for obtaining, complying with, and paying for all permits, licenses, clearances, and documents required for the import or export of any Part shipped by or to HAF. Each Party shall be responsible for strict compliance with such laws and, where applicable, shall obtain import licenses, export licenses, or other governmental authorizations required for information disclosure, including, but not limited to, disclosures made within or outside a Party's facilities to foreign nationals, including foreign nationals employed by a Party.

**Taxes**

TAI will be responsible for the transportation, packing, storage, U.S. Taxes to ship items to DAP Greece with the named place of delivery being the port of entry Greece. MOH will be responsible for packing, storage, Greek import/export fees and duties for items shipping to TAI (or its designate) from Greece. U.S. Taxes TAI may incur as a result of providing parts and support to the MOH will be borne by TAI.

In addition to all other required payments, MOH will pay all taxes and associated charges imposed by the government of Greece (incurred within its territories or municipalities) including, without limitation, personal property taxes, import duties, import taxes, excise, consumption, assessments, interest, and penalties, which apply to this Agreement, the Aircraft, Engine, and any transaction contemplated herein, whether imposed on MOH or TAI. TAI will notify MOH in writing of any such tax or associated charges, and, within thirty (30) calendar days, MOH will pay such amount directly to the entity imposing the tax and associated charges; reimburse TAI for such amount; and/or defend and hold TAI harmless from any attempt to recover such tax and associated charges. If MOH fails to act as required herein, TAI may pay the asserted tax and associated charges and MOH will reimburse TAI for such payment no later than 12 weeks following such payment, and shall include all reasonable costs, attorney's fees, and expenses incurred by TAI arising from or relating to MOH's failure to timely act.

**Excusable Delay**

TAI is not liable for any loss, costs, or damages arising from or relating to any delay in performance or failure to perform in accordance with the terms of this Agreement where the cause of such delay or failure includes, without limitation, acts of God, strikes, lock outs, other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, governmental or lack of governmental action, explosions, fire, flood, or any other cause not within the reasonable control of TAI. In such event, the time for performance of any TAI obligation herein is extended for a period equal to the period during which such cause beyond the reasonable control of TAI continues to exist.

**Program Term**

The term for this Agreement shall be five 5 years from the date of full execution of the Agreement in duplicate; Contract renewal, if applicable, shall be reviewed at least six months prior to the end of the fifth year.

Should the Parties elect to extend the agreement for further periods of up to five (5) years, TAI will provide updated pricing for the additional years and extend the agreement per an amendment signed by both parties thereafter. Despite any term set out in this Agreement (BOA) this agreement shall not expire until the expiration of the ProAdvantage agreement unless otherwise determined by written amendment by the Parties.

**Order of Precedence**

In the event of a dispute regarding the terms and conditions, this Agreement is arranged in the following order of precedence except as applies to Appendix G which shall have preference over the BOA Articles:

1. BOA Articles
2. Agreement Appendices
3. Agreement Attachments

**Dispute Resolution**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three. In the event the Parties enter arbitration, the tribunal shall make its decision by a vote of majority. The place of arbitration shall be New York City, New York, USA. The language of the arbitration shall be English .

All of TAI's rights and all MOH's obligations in this Section "MOH Payment Obligations" survive the suspension, termination, cancellation, revocation, and/or expiration of this Agreement.

**Payment Terms**

TAI will invoice the MOH for actual flying hours, bimonthly at the flying hour rate(s) as described in Appendix D of this Agreement.

TAI will invoice parts and repair orders, not covered under the cost of operations portion of this Agreement, upon shipment of the parts from TAI or its designate, to the MOH.

TAI will invoice unscheduled maintenance upon completion of the service.

MOH will make payments via wire transfer to TAI's account within 60 days of the invoice date as described in Appendix I. MOH will be responsible for paying wire transfer fees.

**Notices**

All written notices and communications shall be addressed to TAI's duly authorized Contracts representative as noted below, (or as otherwise designated in writing by TAI):

Points of Contact:

Contract Representative
Mr. Marcelo J. Casenove
Director, Special Missions Aftermarket Support
Textron Aviation Parts &Distribution
P.O. Box 7706
Wichita, KS 67277-7706
+1 (316) 517-1717 (Office)
+1 (316) 648-6577 (Mobile)
mcasenove@txtav.com

**Sole Agreement**

This Agreement and its Attachments are wholly integrated and are the sole Agreement/attachments controlling this Basic Ordering Agreement and sales within its framework. They are exclusive of any other express, implied, verbal, or written representations, omissions, or Agreements, and are binding on MOH and TAI, their heirs, executors, administrators, successors or assigns. MOH and TAI acknowledge receipt of a written copy of this Agreement and Attachments, which may not be modified in any way except by written Agreement executed by authorized representatives of both Parties.

**Assignment**

This Agreement and its Attachments, including the rights of MOH hereunder, may not be assigned by MOH except to a wholly-owned subsidiary, successor in interest by name change or otherwise, or to a financial institution solely for the purpose of providing MOH financing or leasing, and then only upon the prior written consent of TAI. Provided,

however, the MOH acknowledges and agrees that TAI will not consent to the assignment of the Agreement to any business entity the name of which includes one or more of TAI's trademarks or trade names. Notwithstanding the foregoing, any reference within this Agreement or the ProAdvantage agreement to administrative tasks or other duties of HAF or EKAB in support of MOH as buyer of parts and services hereunder also hereby includes a requirement of MOH to ensure such duty is properly and timely fulfilled by either MOH, HAF, or EKAB as applicable and no failure of HAF or EKAB to fulfill such duty shall excuse MOH from the same duty. Performance of actions or duties hereunder by HAF or EKAB shall be binding upon MOH just as if it were the actions of MOH.

**Governing Law**

MOH and TAI expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, and the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (collectively the Cape town Convention), and any successor thereto, do not take precedence over and are specifically excluded from this Agreement. This Agreement shall be governed in all respects and shall be construed, and the legal relationships between the Parties shall be determined, in accordance with applicable commercial Federal laws and the laws of the State of Kansas, U.S.A.; however, unless HAF resides in the State of Kansas, the provisions of the Kansas Consumer Protection Act, K.S.A. 50-623, et. Seq., as may be in effect from time-to-time shall not apply to this Agreement or the Parties hereto. MOH and TAI also agree to comply with all applicable U.S. Government export, re-export, retransfer, end-use, import and customs regulations."

**Severability and Captions**

If any portion of this Agreement is invalid or unenforceable, this Agreement shall be considered divisible as to such provisions and the remainder of the Agreement valid and binding as though such provisions were not included herein. Captions used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement nor used in the construction of its meaning.

**Waiver**

No waiver by MOH of any breach of this Agreement or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach.

**Confidentiality**

In order to facilitate performance by MOH and TAI under this Agreement, it is or may become necessary for MOH and TAI to disclose to the other, information which is confidential and proprietary to the disclosing Party. Confidential and proprietary information may be used only for its intended purpose and may not be disclosed to any

other party except as may be required by law. Each Party will only share the other Party's information with members of its own organization on a 'Need to know' basis. This exchange of information shall in all respects be protected by the Party receiving the confidential and proprietary information of the other party. The disclosure of information pursuant to this Agreement is subject to all applicable laws and regulations of the United States of America. Each Party shall be responsible for strict compliance with such laws and, where applicable, shall obtain import licenses, export licenses, or other governmental authorizations required for information disclosure, including, but not limited to, disclosures made within or outside a Party's facilities to foreign nationals, including foreign nationals employed by a Party. Furthermore, MOH and TAI shall cause any of their employees to whom confidential and proprietary information is transmitted to be bound to the same obligation of confidentiality that MOH and TAI are bound to under this Agreement.

All confidential and proprietary information disclosed by MOH and TAI to the other shall remain the property of the disclosing Party and shall be promptly returned to such Party at its request, together with any copies thereof, upon completion of the purpose for which the confidential and proprietary information was disclosed.

Any use of TAI's name, information about this Agreement or work performed hereunder in any publicity, advertising, or press or news releases requires prior written approval from TAI through its Corporate Communications Department.

**Incorporated Documents**

All documents attached to this Agreement are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

**Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**Signing Authority**

The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to legally bind itself as a Party to this Agreement.

**Termination**

1. In addition to any other rights and remedies provided by law or under this Contract, the MOH may, by written notice of default to TAI, terminate this Contract if the following occurs and if it is a material breach:
   a. TAPD fails to deliver the supplies or to perform the services within the time specified in this Contract;
   b. TAPD fails to comply with any of the provisions of this Contract which cannot be remedied by mutual Agreement within ninety days from the MOH 's official written notice to the Supplier.

c. If the effect of Excusable Delay events continues for a period of ninety (90) calendar days.

2. The MOH 's right to terminate this Contract under subdivisions a, b and c above, may be exercised if TAPD does not cure such failure within 90 days (or more if authorized in writing by the MOH).

3. This termination will be affected by registered letter, facsimile to TAPD and without need to legal, judicial, or other formalities.

4. The rights and remedies of the MOH in this clause are in addition to any other rights and remedies provided by the State of Kansas law or under this Contract.

5. The MOH shall pay Contract price for completed supplies delivered and accepted.

6. The MOH may acquire, under the terms and in the manner the MOH considers appropriate, supplies or services like those terminated, from any other Supplier.

7. MOH will be charged for all delivered and received parts and services at any time MOH elects to terminate the agreement.

8. In addition to any other rights and remedies provided by law or under this Contract, the TAI may, by written notice of default to TAI, terminate this Contract if:

   a. MOH fails to pay according to the terms of this Agreement;

   b. MOH fails to comply with any of the provisions of this Agreement which cannot be remedied by mutual Agreement within ninety days from TAI's notice to the Supplier.

**Contract Changes**

When the MOH and TAPD agree to make changes to the requirements established in this Contract, the Parties will sign an amendment(s) to this Contract.

1. Only the MOH and the TAI's duly authorized representatives are empowered to agree to amendment(s) to this Contract.

2. The Parties will not be obligated in any manner for performance of changes in the requirements of this Contract prior to the effective date of the associated amendment.

3. Except for changes identified as amendment(s) and signed by the Parties, TAPD shall disregard any actions, inaction, and written or oral communications with anybody that TAPD regards as a change to the Contract terms and/or conditions.

**Language**

1. All correspondence, reports, data, notices, or communications passing between the Parties pertaining to the Contract shall be in the English language.

2. This Contract is drawn up in the English Language only. In case of any dispute arising from an alleged difference in meaning between any translation of this Contract and the English text, the English text shall prevail.

IN WITNESS WHEREOF in mutual Agreement, the Parties hereto have, through duly authorized officials, executed this Agreement.

| **MINISTRY OF HEALTH** | **TEXTRON AVIATION INC.** |
|---|---|
| | Kelly C Short |
| Print Name | Print Name |
| | |
| Signature | Signature |
| | SVP Textron Aviation Parts & Program |
| Title | Title |
| | 6/2/20 |
| Date | Date |

## APPENDICES

## APPENDIX A: ORDERING PROCEDURES

### A. PROADVANTAGE PROGRAM ORDERING PROCEDURE

This procedure is outline on the tutorial provided under the link: https://parts.txtav.com. Furthermore, the assigned Program Manager for this program will provide on-site or video-conferencing instructions for entering ProAdvantage program orders.

### B. OVER AND ABOVE ORDERING PROCEDURE

This procedure is outline on the tutorial provided under the link: https://parts.txtav.com Furthermore, the assigned Program Manager for this program will provide on-site or video-conferencing instructions for entering over-and-above orders.

### C. GENERAL

1. Catalog Products: For Products listed in TAI's Catalog (where available), MOH/HAF may place a purchase order at any time. Prices will be the prices contained in the Catalog. TAI shall provide HAF with the yearly Catalog not later than 31 January each year.
2. See page 12 of this BOA under "eCommerce Orders" types.
3. TAI will provide a username and password to the HAF for access to TAI's website on-line system (https://parts.txtav.com) which shows pricing, alternative part numbers and allows the HAF to file claims on-line. HAF's account access to said website is available for up to 15 (fifteen) users. TAI is not responsible for HAF's personnel with access to this website; HAF shall have its own approval process for individuals with access to TAI's website.
4. Non-Catalog Products: MOH/HAF should submit a Request For Quotation ("RFQ"). TAI shall respond with a proposal setting forth price, delivery schedule and any other applicable information relating to the Products.

## APPENDIX B: REPAIR ORDERING PROCEDURES

This procedure is outline on the tutorial provided under the link: https://parts.txtav.com Furthermore, the assigned Program Manager for this program will provide on-site or video-conferencing instructions for entering over-and-above orders.

1. Items for repair shall be shipped to the following address:

TEXTRON AVIATION INC.
TAI Service Parts & Programs
Attention Repair Dept.
7121 Southwest Boulevard
Wichita, KS 67215 USA
Tel. +1 (316) 517-1137
Email: TBD
Attn: TBD

All freight costs and charges associated with transportation of repairable items to TAPD's facilities shall be covered under the CPFH program.

2. The HAF shall notify TAPD of shipments of items for repair and provide the airway bill number. The shipment should be accompanied by a Repair Order which indicates the part number, description, serial number and reason for removal.
3. TAPD shall, upon receipt of repairable items, open and inspect the item(s) to determine the reparability of the item(s).
4. Upon completion of the open and inspect effort, TAPD will determine if the cause of the component failure qualifies for coverage under the cost per hour program. TAPD is authorized to proceed with repair of the item(s) if the cause of the component failure qualifies for coverage under the cost per hour program OR is authorized to proceed with the repair of the item(s) and be paid therefore without further approval of the MOH/HAF, provided the total price of the repair (inclusive of the opening and inspection price) is not more than fifty percent (50%) of the new item price.
5. If the repair for an item is within these limits, TAPD shall, within sixty (60) days after receipt of the item, notify the HAF of the delivery associated with the repair of the item.

6. In the event the estimated repair price of an item, inclusive of the open and inspect price is Beyond Economical Repair (BER) BER for purpose of this BOA, is defined as a condition where the repair price of an item is estimated to exceed fifty percent (50%) of the replacement price of the item. TAPD shall submit to the HAF:

   a) TAPD's firm fixed-price proposal for repair of the item(s);

   b) A budgetary price for the purchase of a new item, including delivery;

7. TAPD shall use its good faith efforts to submit its repair order proposal to the HAF within sixty (60) days after receipt of the repairable item(s) at TAPD's Receiving Facility;

8. Proposals shall be prepared in the Repair Order format in Appendix F, "Repair Order Format"(or as indicated through https://parts.txtav.com) to minimize redundant effort and to provide for ease of acceptance, or as indicated in . TAPD's repair order proposal shall be signed by TAPD and require only acceptance by the HAF via signature, to become an effective Repair Order.

9. The MOH shall make payments for Repair Orders accepted by default of the price as per number four (4) above and/or approved by HAF signature authorizing the repair

## APPENDIX C: DISPOSITION OF ITEMS NOT REPAIRED

1. In the event HAF elects not to authorize repair of an items returned to TAPD for repair, HAF shall use good faith efforts to notify TAPD within sixty (60) days after date of supplier's firm, fixed price proposed repair order of whether item is to be returned to HAF or scrapped. If HAF instructs TAPD to scrap the un-repaired items, TAPD will dispose of same as deemed appropriate. The MOH shall not be entitled to any refund, payment, or discount as a result of items scrapped hereunder. In the event HAF does not notify TAPD within sixty (60) days after receipt of TAPD's proposal of the disposition of items not repaired, TAPD is authorized to return the items to HAF. In the case HAF does not elect to authorize the repair of an item, the MOH agrees to pay to TAPD for the open and inspection effort performed by TAPD or its sub-supplier.
2. Each order shall be treated as a separate purchase order between HAF and TAPD, subject to the terms of this Basic Ordering Agreement.
3. The average repair is sixty (60) to ninety (90) days, if it is to be more, TAPD shall inform HAF.
4. TAPD will repair or replace any item damaged or destroyed while in the custody of TAPD.
5. Unless advised to scrap as per number one above, items not repaired are to be returned to HAF.

## APPENDIX D PRICING SCHEDULE FOR 5 -YEAR SUPPORT AGREEMENT

## INCOTERMS 2010 DAP GREECE PORT OF ENTRY

| 2xKing Air 350 (PT6A-60A) @ 600 FHPY; 5 years | 5-Yr Blended CPFH | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|
| ProParts | $ 140.65 | $ 35.28 | $ 37.04 | $ 200.23 | $ 210.10 | $ 220.61 |
| Life Limited Components (LLC) Rate | $ 24.42 | $ 22.10 | $ 23.21 | $ 24.37 | $ 25.58 | $ 26.86 |
| PowerAdvantage | $ 382.55 | $ 339.31 | $ 359.67 | $ 381.25 | $ 404.13 | $ 428.38 |
| ProProp | $ 33.50 | $ 31.10 | $ 32.12 | $ 33.41 | $ 34.74 | $ 36.13 |
| ProFlex - Jeppesen Charts | $ 54.62 | $ 48.45 | $ 51.36 | $ 54.44 | $ 57.70 | $ 61.17 |
| ProFlex - FMS Dbase (EU/Mediterranean) | $ 27.73 | $ 24.60 | $ 26.08 | $ 27.64 | $ 29.30 | $ 31.06 |
| ProFlex - Shipping (DAP) | $ 9.49 | $ 8.59 | $ 9.02 | $ 9.47 | $ 9.95 | $ 10.44 |
| ProFlex - Technical Support & Program Management | $ 48.73 | $ 44.09 | $ 46.30 | $ 48.61 | $ 51.04 | $ 53.59 |
| Totals | $ 721.71 | $ 553.53 | $ 584.80 | $ 779.41 | $ 822.55 | $ 868.24 |

1. For Blended Rate of the 5-year program, the nominal bimonthly payment shall be $ 144,342.00

2. The payment for the spare parts and propeller, as well as the Ground Support Equipment shall be done in full in the amount of $968,315.20 reference appendix J. Initial provisioning shall be delivered within 120 days of approved purchase order by HAF.

3. MOH will allocate annually an amount of $350.000,00 as a contingency budget to cover any requirement O&A to the cost generated by the CPFH programs described in Attachment 1 and/or acquisition of material/services described in Appendix G. TAI does not manage nor control this MOH contingency budget. The contingency budget management and use is the sole responsibility of the MOH and HAF.

**APPENDIX E: AIRCRAFT LISTING (See ProAdvantage Agreement)**

## APPENDIX F: REPAIR ORDER PROCEDURE

This procedure is outline on the tutorial provided under the link: https://parts.txtav.com. Furthermore, the assigned Program Manager for this program will provide on-site or video-conferencing instructions for entering Repair-type orders.

## APPENDIX G: SERVICES AND SUPPORT

TAI may provide or assist in the facilitation of varying levels of support for technical assistance and technical consultation relative to the airframe, engine, avionics and mission equipment as provided on the King Air 350C aircraft.

Access to technical support is available 24/7/365 by phone for the * items. Aircraft model teams are staffed with employees to give technical insight regarding Airframe, Avionics, Propeller and Engines.

The following support for this configuration as specified under this Agreement as follows:

- *Aircraft technical support 24 hours per day, 7 days per week, 365 days per week is Beechcraft technical consult at 316-517-9355 or online at teamturboprop@txtav.com
- *Support of Propellers and Engines is Product support at 316-517-9355 or online at teamturboprop@txtav.com for consult
- *Support for Avionics equipment is 316-517-9355 or online at teamturboprop@txtav.com for consult
- With respect to PowerAdvantage Turboprop coverage, for the services contemplated in B.3-B4.6 of the ProParts agreement, Engine removal and installation would be handled by Textron Aviation ASF and MOH shall make the Aircraft available at the ASF facility for such work. In the alternative, if MOH prefers to remove and install the engine themselves for such services to be rendered, MOH may do so provided TAI and MOH reach an agreement on a rate per hour for MOH's removal and installation services. In addition, MOH must be duly qualified to do such removal and installation should they elect to do it themselves.
- Medical Equipment as defined herein includes only the medical equipment that was included in the Aircraft configuration at the time of final delivery from Textron Aviation, not any subsequently added or separately acquired modifications or accessories.

**Scope Clarification** The maintenance and repair services included in the cost per flight hour rate as set out in this Agreement are specific to the Engine under the PowerAdvantage terms of the Agreement as qualified in this Addendum and the Mission Equipment support as set out in the Agreement. Otherwise, support concerning the remainder of the Aircraft within the cost per flight hour rates is limited to the technical consults set forth in the first three bullets of this Addendum designated with an * for so long as such services are generally offered to TAI aircraft consumers and any guidance that may be provided by a field service representative. HAF will be responsible for the maintenance and support of the Aircraft.

**Ad Hoc Purchases**

Items or Services not included in the Scope Clarification paragraph above, and not constituting a line item on the initial provisioning list Appendix, are not included in the pricing set forth in this Agreement, however, they are available for request for proposal and quote under this Agreement with the following provisos: 1) certain services may be subject to additional terms and conditions as specified by TAI, 2) TAI is free to unilaterally revise its list of ad hoc available items/ services at any time prior to finalizing contracting on the ad hoc purchase with MOH, including cessation of such item or service, 3) certain items or services may be subject to additional contract terms of TAI due to their nature (examples – engineering services, service center work) and 4) to the extent that a service may trigger a foreign country tax liability or significantly onerous visa requirements, it may be deemed by TAI to be unavailable under this Agreement. Details on some Ad Hoc categories contemplated, without contemplation of whether they fall within the provisos above, are set out below in this Appendix.

- **Ad Hoc Training.** Training is not included in the CPFH program, and all training is considered ad hoc training other than that set forth in initial provisioning, Appendix J. Training set forth in the Initial Provisioning list in Appendix J is subject to separate terms than the ad hoc training described in this section. Initial Provisioning training terms are set out in Appendix J. Should HAF elect to procure ad hoc training services, training is available for procurement and delivery at a price to be negotiated. Thereafter, if HAF desires ad hoc training services, of the nature set out below or otherwise, HAF may make a request to TAI for the such services and if TAI offers training services of the nature requested, TAI will provide pricing and availability information to HAF.

| Potential Crew/Technician Training Services |
|---|
| 1. A crew consists of up to two licensed pilots with current private or commercial, instrument and multi-engine ratings, and one technician with A&P licenses or equivalent experience/license. |
| 2. Training will be conducted by a designated training organization, and at a location determined at the time of request for training. The organization providing training will be referred to as the "trainer." |
| For pilot training:<br>a) A simulator that is certified will be used to provide training for the models BE-90, BE-200 or BE-300 as applicable; and<br>b) In lieu of a model specific simulator, training may be provided in the most appropriate type simulator available that is capable of accomplishing training or type rating with differences training provided. |

| |
|---|
| 3. Depending on requested training from MOH/HAF; Training may consist of the following: |
| **Pilot:**<br><br>a) Trainer's standard duration of ground school for each crew;<br><br>b) Flight simulation training to proficiency in accordance with trainer's standards but not to exceed one additional simulator session per crew;<br><br>c) Type certification event for two pilots under applicable regulations (If required), not to exceed five hours total for two pilot checking events. |
| **Technician:** |
| d) Trainer's standard theoretical classroom instruction for the technician. |

| |
|---|
| Any training will be at Purchaser's expense. |
| 4. Purchaser will be responsible for: |

| |
|---|
| a) Transportation of the crew to and from the training site and for all living expenses associated with the training;<br><br>b) Providing an interpreter during training for any of Purchaser's crew not conversant in the English language;<br><br>c) Associated costs for aviation inspector requirements to attend training or checking events with crew;<br><br>d) Associated costs or delays related to regulatory training and checking matters;<br><br>e) Extra charges, if any, for scheduling pilots in separate training classes;<br><br>f) Additional charges, if regulatory maintenance technician theory or practical training is required; and<br><br>g) Ensuring compliance with TSA regulations including requirements that all current United States citizens must present a current United States passport before training can start. |
| Any rescheduling fees for training the Purchaser's crew was scheduled to attend will be paid by MOH. |
| 5. MOH/HAF will schedule training, it will be the purchaser's responsibility to acquire training schedules and coordinate training. TAI may assist with pricing and location of training as requested. |
| 6. TAI will not be responsible for any delay in providing training this is the responsibility of MOH/HAF. |
| 7. TAI will not be responsible for the competency of Purchaser's crew during and after training. Trainer will make the same efforts to qualify Purchaser's crew as it makes in training other King Air crews; however, TAI cannot guarantee Purchaser's crew will qualify for any license, certificate or rating. |
| TAI can provide Purchaser's name and address to the Trainer for purposes of scheduling training |

- **Ad Hoc Spares.** Other than the spares set forth in the initial provisioning list, and the coverages of the CPFH program, no additional parts are included. Should HAF desire to buy additional parts relating to spares, GSE, or tooling HAF may send an RFP to TAI for such items. If TAI offers such items for sale in the quantities requested by HAF, TAI shall provide a proposal, including price, for the sale of such spares.
- **Ad Hoc Services or Items Miscellaneous.** The following are ad hoc services or items contemplated, and subject to the provisos above.

| Ad Hoc Services or Items Misc. |
|---|
| 1. Publications in addition to those in the CPFH rate for additional users or locations |
| 2. Engineering Support through TAI structures or modification engineering team |
| 3. On Site Support in the form of field trip of technician from TAI, including tooling and spares as contemplated in Ad Hoc Spares above. |

**APPENDIX H: (Reserved)**

**APPENDIX I: PAYMENT PROCESS**

Payment shall be completed via wire transfer to the account noted below:

**Payment via Wire Transfer to:** **JP Morgan Chase Bank**
**1 Chase Manhattan Plaza**
**New York, NY 10081**
**Telephone 212.552.2222**

**TEXTRON AVIATION INC.**
**Corporate Account No. 910-1-209543**
**ABA Routing No. 0210 00021**
**Swift Code CHASUS33**

Upon payment, please notify the following:

Mr/Mrs. To-Be-Determined
TEXTRON AVIATION INC.
316.517.xxxx (Office)
316.xxx.xxxx (Mobile)
xxxxx@txtav.com

**Appendix J: Initial Provisioning**

**Summary**

This is the initial provisioning list purchased by MOH in addition to the CPFH program. Prices herein were the prices listed as of the time of initial provisioning purchase at signature of the Agreement. MOH shall take delivery in 2020 of all available initial provisioning parts, spares, components, and equipment available from TAI in 2020.

| Greece Hellenic Air Force (HAF) King Air 350 | |
|---|---|
| Type of Aircraft: | KA350HW (B300) |
| Engines: | PT6A-60A |
| Number of Aircraft: | 2 |
| Flight Hours per a/c per year: | 600 |
| Total Program Hours (per A/C): | 600 |
| Phase Inspection Spares: | $25,318.30 |
| Time and Calendar Components: | $126,232.66 |
| Aircraft Spares: | $180,433.63 |
| Core Deposits: | $2,000.00 |
| Brakes & Tire Spares: | $356,552.62 |
| Ground Support Equipment (GSE): | $207,525.99 |
| Spare Prop: | $70,252.00 |
| 2020 FSI Training pricing: | $190,200.00 |
| Program Total: | $1,158,515.20 |
| | |

## Phase Inspection Spares

| Total Program Inspection Parts (Phase 1, 2, 3, 4, and Nozzle) | | | | | | |
|---|---|---|---|---|---|---|
| PT6A-100HRBECHKT | Engine Kits | | EA | 80 | $ 114.94 | $ 9,195.20 |
| 102A10001-15 | Fuel Bowl O-Rings | | EA | 80 | $ 35.19 | $ 2,815.20 |
| 102A10001-16 | Fuel Bowl O-Rings | | EA | 80 | $ 15.02 | $ 1,201.60 |
| 3010880 | Ignitor Gaskets | | EA | 80 | $ 4.99 | $ 399.20 |
| B3-5-1 | Vacuum Regulator Filter | | EA | 20 | $ 4.14 | $ 82.80 |
| 300-1511-1 | Return Air Filter | | EA | 10 | $ 145.00 | $ 1,450.00 |
| 9922-11-BQ | Window Defog Filter | | EA | 30 | $ 197.00 | $ 5,910.00 |
| MS28778-10 | O-Ring for Instrument Air Filter | | EA | 25 | $ 2.38 | $ 59.50 |
| AS3209-009 | Packing Pref. - AMS 7276, O-Ring | | EA | 1200 | $ 0.76 | $ 912.00 |
| MS9371-16 | Gasket, Metal O-Ring | | EA | 280 | $ 11.76 | $ 3,292.80 |
| | | | | | | |
| | **Inspection Spares Total:** | | | | | **$ 25,318.30** |

## Time and Calendar Components

| ATA | Part Number | Nomenclature | On A/C | Freq. | Hours / Calendar | Total Qty. | Unit Price | Ext. Price |
|---|---|---|---|---|---|---|---|---|
| 37 | 101-380039-1 | Instrument Air Filter | 1 | 600 | Hours | 10 | $ 114.71 | $ 1,147.10 |
| 24 | 23085-001 | Starter Generator | 2 | 1,000 | Hours | 5 | $ 23,389.24 | $ 116,946.20 |
| 73 | 3059786-01 | P3 Air Filter | 2 | 1,000 | Hours | 4 | $ 864.40 | $ 3,457.60 |
| 79 | 3059258-01 | Engine Oil Filter | 2 | 1,000 | Hours | 4 | $ 1,080.50 | $ 4,322.00 |
| 32 | 570357 | Hydraulic Power Pack Filter | 1 | 1,200 | Hours | 2 | $ 156.56 | $ 313.12 |
| 32 | MS28775-012 | Filter Packing | 1 | 1,200 | Hours | 100 | $ 0.40 | $ 40.00 |
| 32 | M83461/1-122 | Filter Cover Packing | 1 | 1,200 | Hours | 2 | $ 3.32 | $ 6.64 |
| 71 | 114-389031-17 | Engine Vibration Isolator Mount Assy | 4 | 4,000 | Hours | 0 | $ 3,125.06 | $ - |
| | | | | | | | | |
| | | | | | | | **TIME LIFE ITEMS:** | **$ 126,232.66** |

## Aircraft Spares

| AIRCRAFT SPARES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | Qty | U/M | Unit Price | Ext. Price | Core Deposit | Ext. Core |
| 031134-307 | 21 | EXPANSION VALVE | | 4 | EA | $54.71 | $ 218.84 | | |
| 101-384079-5 | 21 | RECEIVER DRYER | | 2 | EA | $405.00 | $ 810.00 | | |
| 201-0450-3 | 21 | COMPRESSOR ASSEMBLY | A/C COMPRESSOR | 2 | EA | $3,830.00 | $ 7,660.00 | $ 1,000.00 | $ 2,000.00 |
| AS21919WDG10 | 21 | CLAMP | AIR COND PLUMB CLAMP | 40 | EA | $1.67 | $ 66.80 | | |
| ES20173-4 | 21 | BELT | A/C COMPRESSOR | 4 | EA | $147.00 | $ 588.00 | | |
| NAS1149F0332P | 21 | WASHER, FLAT | | 200 | EA | $0.04 | $ 8.00 | | |
| 101-380053-11 | 23 | STATIC DISCHARGER S/A DD1W | | 10 | EA | $35.79 | $ 357.90 | | |
| 101-380053-9 | 23 | DISCHARGER | | 4 | EA | $98.62 | $ 394.48 | | |
| MS29561-113 | 24 | O RING | | 20 | EA | $0.98 | $ 19.60 | | |
| RG-380E/44K | 24 | BATTERY,VRSLA,24 VOLT *RA-N* | BATERY LEAD ACID | 2 | EA | $6,814.95 | $ 13,629.90 | | |
| 23085-001 | 24 | STARTER GENERATOR | 300 AMP | 4 | EA | $23,389.24 | $ 93,556.96 | | |
| MS24693-S4 | 25 | SCREW | | 200 | EA | $0.09 | $ 18.00 | | |
| NAS367-1032-16P | 25 | SCREW, MACHINE, 1000 OVAL | UPHOLSTERY & CARPET | 100 | EA | $0.86 | $ 86.00 | | |
| MS21256-2 | 27 | CLIP, LOCKING, TURNBUCKLE | | 200 | EA | $0.69 | $ 138.00 | | |
| 100-380006-167 | 28 | FUEL PROBE | CENTER SECTION INBD | 2 | EA | $2,261.97 | $ 4,523.94 | | |
| 100-380006-173 | 28 | FUEL QUANTITY PROBE | WING INBD | 2 | EA | $2,609.31 | $ 5,218.62 | | |
| 100-380006-175 | 28 | PROBE FUEL QUANTITY | LEADING EDGE INBD | 2 | EA | $2,655.78 | $ 5,311.56 | | |
| 100-380006-177 | 28 | FUEL QUANTITY PROBE | LEADING EDGE OUTBD | 2 | EA | $3,085.00 | $ 6,170.00 | | |
| 100-380006-179 | 28 | FUEL QTY PROBE | OUTER WING | 2 | EA | $3,272.62 | $ 6,545.24 | | |
| 100-380006-181 | 28 | FUEL QTY PROBE | OUTER WING | 2 | EA | $2,959.58 | $ 5,919.16 | | |
| 100-380006-197 | 28 | PROBE-FUEL QUANTITY | CENTER SECTION OUTBD | 2 | EA | $2,782.86 | $ 5,565.72 | | |
| 100-381005-15 | 28 | FUEL CAP | | 2 | EA | $1,894.13 | $ 3,788.26 | | |
| 99-389005-1 | 28 | JET PUMP | | 2 | EA | $1,394.06 | $ 2,788.12 | | |
| CCA-3400 | 28 | DRAIN VALVE | | 8 | EA | $19.30 | $ 154.40 | | |
| MS29512-06 | 28 | O-RING, PREFORMED | | 200 | EA | $0.32 | $ 64.00 | | |
| MS29512-08 | 28 | O-RING, PREFORMED | | 200 | EA | $0.51 | $ 102.00 | | |
| MS29512-10 | 28 | O-RING, PREFORMED | ALSO ATA 73 FUEL CELLS | 200 | EA | $0.51 | $ 102.00 | | |
| MS29512-12 | 28 | O-RING, PREFORMED | | 100 | EA | $0.65 | $ 65.00 | | |
| 3E2090-1 | 30 | MODULAR BRUSH ASSY | PROP ASSY DE-ICE | 2 | EA | $660.00 | $ 1,320.00 | | |
| 50-384082-1 | 30 | BRIDGE & BLADE ASSEMBLY | WINDSHIELD WIPER BLADE | 2 | EA | $674.03 | $ 1,348.06 | | |
| MS20500-428 | 30 | NUT, HEX, SELF LOCKING, 12000 | ENG ANTI-ICE | 50 | EA | $4.80 | $ 240.00 | | |
| 5011064 | 32 | SEAL - BEARING, WHEEL | MAIN LANDING GEAR | 2 | EA | $1,002.74 | $ 2,005.48 | | |
| 68-216 | 32 | PACKING | NLG WHEEL ASSY | 10 | EA | $67.92 | $ 679.20 | | |
| GWA182-6 | 32 | WASHER | MLG WHEEL ASSY | 30 | EA | $38.06 | $ 1,141.80 | | |
| M83461/1-012 | 32 | PACKING | HYDRAULICS | 25 | EA | $0.81 | $ 20.25 | | |
| MS21045-5 | 32 | NUT, SELF-LOCKING, HEX HEAD | NLG WHEEL ASSY | 50 | EA | $0.95 | $ 47.50 | | |
| MS21250-06030 | 32 | BOLT | MLG WHEEL ASSY | 10 | EA | $13.02 | $ 130.20 | | |
| 1683 | 33 | LAMP | TAIL NAVIGATION LIGHT | 10 | EA | $2.69 | $ 26.90 | | |
| 4587 | 33 | LAMP WING TAXI LIGHT | TAXI LAMP, NOSE GEAR | 1 | EA | $25.79 | $ 25.79 | | |
| 4596 | 33 | LAMP | LANDING LAMP, NOSE GEAR | 1 | EA | $33.43 | $ 33.43 | | |
| 01-0771898-01 | 33 | LIGHT ASSEMBLY | RECOGNITION LIGHT, WING TIP | 1 | EA | $347.00 | $ 347.00 | | |
| 34-0226010-91 | 33 | LAMP, 28V, 150W, BAYONET BASE | ANTI-COLLISION LAMP | 1 | EA | $98.00 | $ 98.00 | | |
| M6363/2-2 | 33 | LAMP | WING TIP LIGHT | 1 | EA | $33.72 | $ 33.72 | | |
| M83461/1-112 | 52 | PACKING | AIRSTAIR DOOR DAMPER | 25 | EA | $1.55 | $ 38.75 | | |
| 50-440012-380 | 53 | SPRING | MAIN ACCESS DOOR | 1 | EA | $233.00 | $ 233.00 | | |
| 130-170032-45 | 57 | LENS - WINGLET ASSEMBLY | LH WING TIP | 1 | EA | $1,279.00 | $ 1,279.00 | | |
| 130-170032-46 | 57 | LENS - WINGLET ASSEMBLY | RH WING TIP | 1 | EA | $1,407.00 | $ 1,407.00 | | |
| A-3044 | 61 | CARBON BLOCK ASSEMBLY | | 1 | EA | $216.25 | $ 216.25 | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 101-389011-65 | 71 | CHECK VALVE | FLOW DIVIDER DRAIN (240,335) | 1 | EA | $306.68 | $ | 306.68 | |
| 100-389018-23 | 73 | FUEL PRESSURE SWITCH | ENGINE FUEL DISTRIBUTION | 1 | EA | $1,328.75 | $ | 1,328.75 | |
| D9-55-1 | 73 | ELEMENT 03W041627 | FUEL ELEMENT FILTER | 1 | EA | $554.76 | $ | 554.76 | |
| 101-389011-95 | MULT | CHECK VALVE | | 1 | EA | $1,261.33 | $ | 1,261.33 | |
| 130909B14 | MULT | BOLT | | 100 | EA | $0.50 | $ | 50.00 | |
| 130909B34 | MULT | BOLT | | 50 | EA | $1.05 | $ | 52.50 | |
| 130909B35 | MULT | BOLT | | 50 | EA | $3.13 | $ | 156.50 | |
| 130909B39 | MULT | BOLT | | 50 | EA | $1.12 | $ | 56.00 | |
| 130909B45 | MULT | BOLT, MACHINE, MAG INSPECTED | | 50 | EA | $4.99 | $ | 249.50 | |
| 130909N24 | MULT | NUT, MAGNETIC INSPECTED | | 50 | EA | $3.12 | $ | 156.00 | |
| 130909N28 | MULT | NUT, MAGNETIC INSPECTED | | 100 | EA | $0.88 | $ | 88.00 | |
| 130909N29 | MULT | NUT | | 50 | EA | $1.22 | $ | 61.00 | |
| 130909N32 | MULT | NUT | | 50 | EA | $2.25 | $ | 112.50 | |
| 132408-22 | MULT | DIODE | | 4 | EA | $0.43 | $ | 1.72 | |
| 68-448 | MULT | PACKING | | 5 | EA | $36.38 | $ | 181.90 | |
| AN525-10R8 | MULT | SCREW | | 100 | EA | $0.44 | $ | 44.00 | |
| AN525-832R8 | MULT | SCREW | | 100 | EA | $0.34 | $ | 34.00 | |
| AN929-4 | MULT | CAP | PRESSURE SEAL | 20 | EA | $3.91 | $ | 78.20 | |
| AN970-3 | MULT | WASHER | | 100 | EA | $0.15 | $ | 15.00 | |
| AN970-4 | MULT | WASHER | | 100 | EA | $0.22 | $ | 22.00 | |
| AS3209-014 | MULT | PACKING, PREFORMED O-RING | | 50 | EA | $0.63 | $ | 31.50 | |
| AS3209-016 | MULT | PACKING, PREFORMED O-RING | | 25 | EA | $1.20 | $ | 30.00 | |
| MB346171-267 | MULT | O-RING | | 20 | EA | $9.63 | $ | 192.60 | |
| MS21042L06 | MULT | NUT | | 100 | EA | $0.74 | $ | 74.00 | |
| MS21047L08 | MULT | NUTPLATE | | 50 | EA | $1.32 | $ | 66.00 | |
| MS21059L3 | MULT | NUTPLATE | | 50 | EA | $1.40 | $ | 70.00 | |
| MS21256-1 | MULT | CLIP | | 100 | EA | $0.70 | $ | 70.00 | |
| MS24665-132 | MULT | COTTER PIN, SPLIT | | 100 | EA | $0.05 | $ | 5.00 | |
| MS24665-134 | MULT | COTTER PIN, SPLIT | | 100 | EA | $0.06 | $ | 6.00 | |
| MS24665-285 | MULT | COTTER PIN, SPLIT | | 100 | EA | $0.30 | $ | 30.00 | |
| MS24665-360 | MULT | COTTER PIN, SPLIT | | 100 | EA | $0.08 | $ | 8.00 | |
| MS24693-S29 | MULT | SCREW | | 100 | EA | $0.13 | $ | 13.00 | |
| MS24694-S3 | MULT | SCREW | | 100 | EA | $0.23 | $ | 23.00 | |
| MS24694-S50 | MULT | SCREW | | 100 | EA | $0.39 | $ | 39.00 | |
| MS25171-1S | MULT | NIPPLE | TERMINAL COVER | 20 | EA | $1.19 | $ | 23.80 | |
| MS28778-5 | MULT | PACKING | | 25 | EA | $1.48 | $ | 37.00 | |
| MS28778-8 | MULT | PACKING | ATA 32 & 35 | 25 | EA | $1.85 | $ | 46.25 | |
| MS29561-237 | MULT | O-RING, PREFORMED | | 25 | EA | $3.48 | $ | 87.00 | |
| MS35206-245 | MULT | SCREW, MACHINE-PAN HEAD | | 100 | EA | $0.12 | $ | 12.00 | |
| MS35206-247 | MULT | SCREW, MACHINE-PAN HEAD | | 100 | EA | $0.15 | $ | 15.00 | |
| MS35207-263 | MULT | SCREW | ATA 21 & 24 | 100 | EA | $0.20 | $ | 20.00 | |
| MS35338-43 | MULT | WASHER, LOCK-SPRING, HELICAL | | 100 | EA | $0.05 | $ | 5.00 | |
| MS938B-126 | MULT | PACKING | | 5 | EA | $29.86 | $ | 149.30 | |
| NAS1149C0332R | MULT | WASHER, FLAT | | 100 | EA | $0.11 | $ | 11.00 | |
| NAS1149F0363P | MULT | WASHER, FLAT | | 100 | EA | $0.05 | $ | 5.00 | |
| NAS1149F0432P | MULT | WASHER, FLAT | | 100 | EA | $0.04 | $ | 4.00 | |
| NAS1149F0463P | MULT | WASHER, FLAT | | 100 | EA | $0.06 | $ | 6.00 | |
| | | | | | | | | | |
| | | | | | | Subtotal: | $ | 180,433.63 | |
| | | | | | | Deposits: | $ | 2,000.00 | |
| | | | | | | Total (USD): | $ | 182,433.63 | |

## Brake & Tire Spares

| BRAKE AND TIRE SPARES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **BRAKE ASSEMBLY** | | | | | | | | |
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | UPA | Qty | U/M | Unit Price | Ext. Price |
| 114-388024-1 | 32 | BRAKE ASSEMBLY | HIGH FLOAT. ASSEMBLY | 4 | 5 | EA | $33,421.64 | $ 167,108.20 |
| | | | | | | | Brake Assy Subtotal | $ 167,108.20 |
| **LANDING GEAR ASSEMBLY** | | | | | | | | |
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | UPA | Qty | U/M | Unit Price | Ext. Price |
| 105740X-YN0577 | 32 | BUSHING | MAIN LDG GEAR ASSY | 2 | 40 | EA | $54.02 | $ 2,160.80 |
| 101-810025-1 | 32 | PIN-TORQUE KNEE,DUAL WHEEL UPPER | MAIN LDG GEAR ASSY | 2 | 40 | EA | $345.97 | $ 13,838.80 |
| 101-810024-1 | 32 | BUSHING TORQUE, FLANGED | MAIN LDG GEAR ASSY | 2 | 40 | EA | $514.00 | $ 20,560.00 |
| 105740X-YA1625 | 32 | BUSHING | MAIN LDG GEAR ASSY | 2 | 40 | EA | $60.19 | $ 2,407.60 |
| MS20392-2C53 | 32 | PIN, STRAIGHT HEAD, DRILLED SHANK | MAIN LDG GEAR ASSY | 2 | 40 | EA | $2.21 | $ 88.40 |
| 130909B132 | 32 | BOLT, MACHINE, MAG INSPECTED | MAIN LDG GEAR ASSY | 1 | 40 | EA | $33.22 | $ 1,328.80 |
| 130909N9 | 32 | NUT, MAGNETIC INSPECTED | MAIN LDG GEAR ASSY | 1 | 40 | EA | $3.65 | $ 146.00 |
| 100951X063XE | 32 | WASHER | MAIN LDG GEAR ASSY | 3 | 200 | EA | $0.18 | $ 36.00 |
| NAS1149F0632P | 32 | WASHER,FLAT | NOSE LDG GEAR ASSY | 24 | 400 | EA | $0.05 | $ 20.00 |
| MS24665-283 | 32 | COTTER PIN, SPLIT | FOR ALL GEAR | 1 | 400 | EA | $0.05 | $ 20.00 |
| | | | | | | | Gear Assy Subtotal | $ 40,606.40 |
| **MAIN WHEEL & TIRE** | | | | | | | | |
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | UPA | Qty | U/M | Unit Price | Ext. Price |
| 114-810091-3 | 32 | WHEEL & TIRE ASSY | MLG WHEEL/TIRE ASSY | 4 | 2 | EA | $25,657.22 | $ 51,314.44 |
| 026-524-0 | 32 | TIRE 22X6.75X10 10PLY/AIR TL | MAIN TIRE | 4 | 56 | EA | $960.50 | $ 53,788.00 |
| 68-448 | 32 | PACKING | | 1 | 5 | EA | $36.38 | $ 181.90 |
| | | | | | | | MLG Wheel & Tire Subtotal | $ 105,284.34 |
| **NOSE WHEEL & TIRE** | | | | | | | | |
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | UPA | Qty | U/M | Unit Price | Ext. Price |
| 101-8026-5 | 32 | WHEEL ASSY | | 1 | 2 | EA | $16,489.00 | $ 32,978.00 |
| 265F86-6 | 32 | TIRE 22X6.75X10 8PLY FLCH TL | NOSE TIRE | 1 | 10 | EA | $805.00 | $ 8,050.00 |
| 68-216 | 32 | PACKING | | 1 | 5 | EA | $67.92 | $ 339.60 |
| | | | | | | | NLG Wheel & Tire Subtotal | $ 41,367.60 |
| **HARDWARE** | | | | | | | | |
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | UPA | Qty | U/M | Unit Price | Ext. Price |
| 131553-6M | 32 | ROD END - BRASS INSERT | NOSE GEAR | 2 | 8 | EA | $51.01 | $ 408.08 |
| M83461/1-335 | 32 | O-RING, PREFORMED | PACKING MLG ASSY | 1 | 80 | EA | $2.71 | $ 216.80 |
| M83461/1-122 | 32 | PACKING, PRE FORMED | PACKING-FILTER COVER | 1 | 80 | EA | $3.32 | $ 265.60 |
| AN809-1 | 32 | CORE-HIGH PRESSURE VALVE | NOSE & MAIN TIRES | 6 | 80 | EA | $2.93 | $ 234.40 |
| M83461/1-216 | 32 | O-RING, PREFORMED | PACKING NG SHIMMY DAMPER | 1 | 80 | EA | $5.08 | $ 406.40 |
| M83461/1-216 | 32 | O-RING, PREFORMED | PACKING NG SHIMMY DAMPER | 2 | 80 | EA | $3.86 | $ 308.80 |
| M83461/1-111 | 32 | O-RING, PREFORMED | PACKING NG SHIMMY DAMPER | 1 | 100 | EA | $1.14 | $ 114.00 |
| MS28778-8 | 32 | O-RING, PREFORMED | PACKING FOR LDG GEAR HYDRAULICS | 2 | 100 | EA | $1.66 | $ 166.00 |
| MS24665-428 | 32 | COTTER PIN, SPLIT | NOSE GEAR | 1 | 200 | EA | $0.15 | $ 30.00 |
| MS24665-355 | 32 | COTTER PIN, SPLIT | FOR ALL GEAR | 4 | 200 | EA | $0.18 | $ 36.00 |
| | | | | | | | Harware Subtotal | $ 2,186.08 |
| | | | | | | | | |
| | | | | | | | Brake & Tire Total | $ 356,552.62 |

## Ground Support Equipment (GSE)

| Ground Support Equipment (GSE) | | | | | | | |
|---|---|---|---|---|---|---|---|
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | Qty | U/M | Unit Price | Ext. Price |
| 50-590017 | 9 | TOWBAR | | 2 | EA | $15,261.21 | $30,522.42 |
| 16600 | 21 | LEAK DETECTOR (freon) | | 1 | EA | $543.64 | $543.64 |
| 34788 | 21 | AIR CONDITIONING SERVICING EQUIPMENT | RECYCL./RECHARG MACHINE | 1 | EA | $17,165.59 | $17,165.59 |
| 97-000000/939-1 | 21 | SAFETY NET - CABIN DOOR | | 1 | EA | $6,742.10 | $6,742.10 |
| 5T28400CL | 24 | GROUND POWER UNIT, GPU-400, 50 HZ | | 1 | EA | $14,527.71 | $14,527.71 |
| 101-00602 | 28 | KING AIR MODULE (for DC400A) | ADAPTER MODULE - KING AIR | 1 | EA | $7,079.04 | $7,079.04 |
| DC400A | 28 | TEST SET FUEL QTY - DC400A | | 1 | EA | $10,198.67 | $10,198.67 |
| 02-7856C0100 | 32 | AIRCRAFT JACK 5 TON | TRONAIR JACK TRIPOD 5 TON | 3 | EA | $3,032.00 | $9,096.00 |
| 06-4005-0511 | 32 | HYDRAULIC HANDPUMP *RA | SERVICE UNIT-FLUID | 1 | EA | $1,392.00 | $1,392.00 |
| 06-5022-6500 | 32 | UNIT,HYDRAULIC (SERVICE UNIT) | RESERVOIR | 1 | EA | $1,483.00 | $1,483.00 |
| 116-590023-1 | 32 | LIMITER-MAIN STRUT ASSEM | | 1 | EA | $8,557.00 | $8,557.00 |
| 116-590035 | 32 | LIMITER | | 1 | EA | $4,900.00 | $4,900.00 |
| 14-6802-6000 | 32 | TIRE/STRUT DEFLATOR | | 1 | EA | $304.00 | $304.00 |
| 18-4208-0010 | 32 | UNIT, NITROGEN SERVICE | | 1 | EA | $14,917.00 | $14,917.00 |
| K-3706 | 32 | ADAPTOR (for cart bottle) | | 1 | EA | $94.00 | $94.00 |
| 173784 | 35 | OXY SERVICE ADAPTR | | 1 | EA | $390.44 | $390.44 |
| 20-4505-7000 | 35 | CART, BOTTLE (4) W/O2 BOOSTER | | 1 | EA | $20,492.00 | $20,492.00 |
| PC-1006 | 35 | ADAPTER, OXYGEN CHARGER | | 1 | EA | $914.00 | $914.00 |
| 343 | 36 | PNEUMATIC TEST KIT | KITVACTEST | 1 | EA | $2,488.14 | $2,488.14 |
| TS1176-11 | 57 | TORQUE WRENCH ADAPTER UPR AND LWR AFT ATTA | WRENCH 3/4 | 1 | EA | $2,662.19 | $2,662.19 |
| TS1176-6 | 57 | TORQUE WRENCH ADAPTER UPR FWD WING ATTACH | WRENCH 13/16 | 1 | EA | $2,163.50 | $2,163.50 |
| TS1222-4 | 57 | WRENCH UPR AND LWR AFT WING BOLT | WRENCH WING ATTACH | 1 | EA | $3,003.06 | $3,003.06 |
| 12350-032 | 61 | HARVARD TRIP BALANCE | | 1 | EA | $1,181.41 | $1,181.41 |
| WS-HPS-J97 | 61 | PROPELLER SLING | | 1 | EA | $884.01 | $884.01 |
| Z2020HR-PROP220V | 61 | ACES PROP BALANCER FOR PT6A-60A, 4 BLADED HA | BASIC PROP BALANCER KIT | 1 | EA | $12,563.39 | $12,563.39 |
| 08-0102-4010 | 71 | ENGINE SLING | | 1 | EA | $12,563.39 | $12,563.39 |
| 08-4049-0013 | 71 | WASHER, ENG COMPRESSOR (includes PT-6 Fuel Nozzle Cleaner - K-2015) | | 1 | EA | $2,346.00 | $2,346.00 |
| 06-5022-6800 | 72 | ENGINE OIL SERVICE UNIT | FLUID SERVICE UNIT | 1 | EA | $7,419.00 | $7,419.00 |
| 101-930023-5 | 72 | CAP ASSEMBLY-DRAIN INSTL,OIL,ENGINE | | 1 | EA | $1,607.00 | $1,607.00 |
| K-1152 | 79 | ADAPTER COMP WASH | ADAPTER KIT | 1 | EA | $167.00 | $167.00 |
| 5803 | GEN | NOZZLE UTILITY, FOR GREASE GUN | | 1 | EA | $172.00 | $172.00 |
| 10113 | GEN | TORQUE ADPT 5/8 | | 1 | EA | $26.53 | $26.53 |
| 11001 | GEN | BOX END WRENCH, 12 POINT | | 1 | EA | $231.33 | $231.33 |
| 314150 | GEN | GREASE NOZZLE | | 1 | EA | $81.43 | $81.43 |
| 619065 | GEN | 9/16 BOXHEAD | 9/16 BOXHEAD WRENCH HEAD | 1 | EA | $52.33 | $52.33 |
| 03A5804C0010 | GEN | JACK STABILIZER | TAIL STAND | 1 | EA | $72.54 | $72.54 |
| 101-590020-1 | GEN | WELD ASSEMBLY-WRENCH-SUMP DRAIN, FUEL | | 1 | EA | $1,286.00 | $1,286.00 |
| 101-590052-3 | GEN | WRENCH-ADJUSTABLE ECCENTRIC BUSHING | | 1 | EA | $343.00 | $343.00 |
| 50-590106 | GEN | WRENCH - SUMP DRAIN | | 1 | EA | $310.33 | $310.33 |
| 81-111J | GEN | DIAL INDICATOR | | 1 | EA | $150.38 | $150.38 |
| 99-9026-6000 | GEN | WHEELCHOCK | | 4 | EA | $467.43 | $1,869.72 |
| LG-100 | GEN | FORCE METER | LOW CAPACITY MECHANICAL F | 1 | EA | $210.00 | $210.00 |
| T6-2002-104-00 | GEN | TENSIOMETER | | 1 | EA | $1,284.30 | $1,284.30 |
| Z737 | GEN | GREASE NOZZLE (NEEDLE TYPE) | | 2 | EA | $1,534.70 | $3,069.40 |
| | | | | | | | |
| | | | | | | GSE Total: | $207,525.99 |

**Spare Propeller**

| Spare Propeller | | | | | | | |
|---|---|---|---|---|---|---|---|
| PART NUMBER | ATA | NOMENCLATURE | DESCRIPTION | Qty | U/M | Unit Price | Ext. Price |
| 101-960026-13 | 61 | PROPELLER ASSEMBLY | PROP FOR PT6A-60A ENGINE | 1 | EA | $ 70,252.00 | $ 70,252.00 |
| | | | | | | | |
| | | | | | | Propeller Total: | $ 70,252.00 |

**Initial Provisioning Training**

The following training table is initial provisioning training. MOH hereby commits to buy such training in the time frames specified and TAI commits to provide such training either directly or via a subcontractor in the same period for the price set forth below. For avoidance of doubt, this initial provisioning training is in addition to the training contracted for sale in the aircraft purchase agreement. The nature of the training is as described in the paragraph below the following table and is identical in nature to the training contracted in the aircraft purchase agreement.

| YEAR | King Air 350 Fusion Pilot Initial (2 pilots) | B1 - Beech 300 Series (P&WCPT6) 10 day Maintenance Initial (2 Technicians) | B1 - Beech 300 Series (P&WCPT6) 10 day Practical (2 Technicians) | B2 - Beech 300 Series (P&WC PT6) 10 day Avionics Initial (2 Technicians) | B2 - Beech 300 Series (P&WC PT6) 10 day Avionics Practical (2 Technicians) |
|---|---|---|---|---|---|
| 2020 | $65 600 | $29.800 | $33.200 | $28.400 | $33.200 |
| 2021 | $67 568 | $30.694 | $34 196 | $29.252 | $34 196 |

Pilots' and technicians' training pre-qualifications as per Textron syllabus or equivalent per applicable Greek state regulations. For non-civil licensed trainees' certificates of attendance will be provided. Training syllabus is available outside of this agreement via the aircraft purchase agreement exhibit 12.

**Appendix K: SPARE PARTS WARRANTY (EXCLUDING MISSION EQUIPMENT)**

# Textron Aviation Spare Part Warranty
## (Cessna Aircraft Company and Beechcraft Corporation)

A Textron Aviation Spare Part Limited Warranty

(1) Subject to the limitations and conditions below Textron Aviation provides a Spare Part Warranty for each new and exchange spare part sold by Textron Aviation to be free from defects in material and workmanship provided however that the defect must be discovered and reported within a period of six (6) months from date of installation and the claim must be filed and part returned to Textron Aviation within thirty (30) days of discovery of the defect

(2) The entire extent of Textron Aviation's liability shall be limited to repairing or replacing at Textron Aviation's sole discretion any replacement part or assembly within the 6 month warranty period The flat rate labor established by Textron Aviation necessary to remove the part from the aircraft and reinstall it will also be covered by this Limited Warranty provided the work is performed at a properly rated Textron Aviation Authorized Service Facility

(3) The part to be repaired or replaced must in all instances be returned shipping prepaid to Textron Aviation and with a Textron Aviation issued Return Authorization All import duties customs brokerage charges sales tax use taxes and misc fees if any on such warranty repairs or replacements assemblies or parts are the warranty recipient s sole responsibility This Spare Part Limited Warranty will apply to any part repaired or replaced by a properly rated Textron Aviation Authorized Service Facility pursuant to this Warranty provided however that such warranty for the part repaired or replaced shall be limited to the unexpired portion of the Spare Parts Limited Warranty described in paragraph (1) above as applicable In other words the warranty period of the part repaired or replaced does not re-start from the date of reinstallation

B Limitations Applicable to Textron Aviation's Spare Part Warranty

(1) This Spare Part Warranty shall be void and Textron Aviation will be relieved of all obligations and liability under this Warranty if

(a) The alleged defect in the part is caused by misuse abuse or negligence on the part of someone other than Textron Aviation or by corrosion delamination or accident or

(b) The alleged defect in the part is the result of normal wear exposure or maintenance service that in any way that in the sole judgment of Textron Aviation adversely affects the performance stability or reliability or found to be free of defects or

(c) Any Textron Aviation or manufacturer identification mark or name or serial number has been removed or

(d) The aircraft and/or equipment has not been maintained operated or stored either in accordance with applicable manuals communications or other written instructions of Textron Aviation or any manufacturer of the part involved or in accordance with applicable Federal Aviation Regulations and advisory circulars unless Buyer shows that such maintenance operation or storage was not a contributory cause of the defect or

(e) The part has been modified or altered after delivery other than by its manufacturer or in accordance with a modification or alteration scheme approved in writing by its manufacturer In addition any part or system of the aircraft affected by a modified or altered part will not be covered by this Warranty or

(f) The part is used on the aircraft for purposes other than conventional owner/operator usage Usage not considered conventional owner-operator usage includes but is not limited to scheduled airline shared ownership/fleet governmental/military or special mission operations and flight/pilot training operations or

(g) If the alleged defect in or damage to the part was ascertainable by visual inspection upon receipt from Textron Aviation and a claim is not submitted to the Textron Aviation Warranty Department within thirty (30) days from invoice date This will require end buyer to do a visual inspection of all Textron Aviation parts upon receipt at the ship-to destination

(2) Textron Aviation shall not be in breach of this Spare Part Limited Warranty solely because a part requires subsequent to its delivery some modification or alteration for product improvements or in order to meet a change in the requirements of any applicable Federal Aviation Regulation

(3) TEXTRON AVIATION HEREBY DISCLAIMS, AND BUYER WAIVES AS TO SELLER AND TEXTRON AVIATION, ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(4) THE OBLIGATIONS OF TEXTRON AVIATION SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY, AND, TO THE SAME EXTENT, NEITHER TEXTRON AVIATION NOR SELLER SHALL BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL, INCIDENTAL, SUBSEQUENT OR COLLATERAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS, OR ANY DAMAGES TO THE AIRPLANE CLAIMED BY THE BUYER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT.

(5) ANY ACTION BY BUYER FOR BREACH OF THIS WARRANTY BY EITHER TEXTRON AVIATION OR THE PART SELLER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE BUYER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

C Other warranties applicable to certain Cessna Citation aircraft

(1) Honeywell Collins and Airnav parts have a twelve month warranty regardless of shelf life and

(2) Select Brake Programs must have reported landings on the respective brake at time of removal for a pro-rated credit consideration to be issued (to be accomplished using the Wear Pin Tool)

D Hawker 4000 and Premier parts

Textron Aviation does not extend a warranty for Hawker 4000 and Premier parts The warranty if any offered by the parts manufacturer will be passed through to the Buyer Textron Aviation will process a warranty claim for a Hawker 4000 or Premier part with the parts manufacturer on behalf of the Buyer The defect must be discovered and reported within twelve (12) months of date of purchase for new overhauled rebuilt repaired and serviceable Hawker 4000 or Premier parts and the claim must be filed within thirty (30) days of discovery of the defect

E Core Return Requirements

(1) A copy of the Textron Aviation packing sheet or invoice must be attached to the returned core

(2) Cores must be returned with a completed service data log documented by a licensed mechanic or authorized repair station

(3) Cores should be carefully repackaged to preclude shipping damage and the original packing material/methods supplied should be reused when possible

(4) Cores must be returned to Textron Aviation unless otherwise directed by Textron Aviation within 30 days for US domestic orders or 45 days for international orders calculated from the date of shipment

(5) Textron Aviation reserves the right to reject and return cores at customer expense and not issue core credit or reduced core credit for cores that are BER (Beyond Economic Repair) have incomplete data tags have been disassembled are not like for like part number or if the core returned exceeds normal run out condition and is going to incur charges over and above the standard overhaul Textron Aviation will provide bill back notification to the customer within 60 days from receipt of the core if any over and above charges or core unacceptability should be identified

(6) Failure to comply with the above requirements may delay reduce or forfeit core credit issuance

F Short Shipments: Reports of shortage in shipment must be made within 10 days from invoice date

G. Authorized Returned Goods Requirements:
Customers authorized to purchase parts direct from Textron Aviation are eligible to return parts ordered in error The following criteria must be met to return a mis-ordered part

(1) All returns must have prior approval to return

(a) For new part returns requests to return components must be made within 30 days from date of shipment for Hawker or Beech customers via the WEB based 'Create New Part Return' form found on www.Beechcraft.com or for Cessna customers by contacting the Cessna Sales Desk at drop@txav.com Domestic or mail@txav.com (International)

(b) For warranty returns requests to return components must be made within 30 days from discovery of defect (i) for Hawker or Beech customers via the WEB based 'Create Warranty Claim' form found on www.Beechcraft.com or (ii) for Cessna customers submit claims through www.GEMXpress.com or call 1 316 517 4658

(c) For more information or if you have any questions regarding return approval

- Beech or Hawker customers should contact a HBP&D Customer Service Representative at 888 727 4344 (US Domestic) 316 676 3100 (International) or fax to 316 676 3222 (US Domestic) 316 676 3327 (International)
- Cessna customers should contact the Cessna Sales Desk for an ARG at 800 835 4000 (US Domestic) or 316 517 5606 (International)

(2) All parts should be returned with all freight and custom charges prepaid A copy of the Return Authorization form provided by Textron Aviation must be included in the shipment in addition to any other required shipping documents

(3) Original Airworthiness Documentation furnished with the original shipment must also accompany the part

(4) The parts must not have been installed in an aircraft or damaged and in the opinion of Textron Aviation must be in the same condition as when they were sold by Textron Aviation

(5) The original packing material/methods should be reused when possible

(6) Returns must be properly cased plugged or capped as appropriate and be suitably protected for shipment with packing shock mounts shipping flanges or other protective measures so that they arrive at Textron Aviation in good condition Improper packing may be cause for rejection of credit All retable returns must have all original supplier paperwork Statically sealed items must be returned unopened

(7) All returned parts are subject to handling charges of 20% of the invoiced price of the item ($50 00 minimum/$500 00 maximum) on stock items Any required recertification prior to restocking and/or items which must be added to part will be charged to the customer

(8) If the return is the result of a Textron Aviation error all Textron invoiced costs will be credited including freight

(9) Claims to the freight carrier for carton damage should be submitted upon receipt for carton damage within ten (10) days from invoice date

**ATTACHMENT 1**
**PROADVANTAGE AGREEMENT**

## TEXTRON AVIATION

**TEXTRON AVIATION INC.**

ProParts
Textron Aviation Inc.
7121 Southwest Boulevard
TurboProp
Wichita, Kansas 67215
TurboProp
U.S.A.

**PROGRAMS**

Textron Aviation Parts Distribution
ProTech
ProPropeller LLC
PowerAdvantage for
PowerAdvantage+ for

**AGREEMENT NO.**

## AIRCRAFT INFORMATION

**SERIAL NUMBERS**

AIRCRAFT FM-87, FM-89
ENGINE (LEFT & RIGHT)

**ESTIMATED ANNUAL HOURS**

FLIGHT HOURS 1200
ENGINE HOURS

## CUSTOMER INFORMATION

**OWNER** Hellenic Ministry of Health
ADDRESS

PRIMARY CONTACT
TITLE
PHONE
FAX
E-MAIL

**OPERATOR** Hellenic Air Force
ADDRESS

PRIMARY CONTACT
TITLE
PHONE
FAX
E-MAIL

## PROGRAM INFORMATION

| | Y/N | START DATE | PROGRAM TERM | MINIMUM ANNUAL HOURS | ENROLLMENT FEE | HOURLY RATE* |
|---|---|---|---|---|---|---|
| PP | Y | At Delivery by TAI | 60 months | 400 | N/A | 140.65 |
| | | | | | | |
| PT | N | N/A | N/A | N/A | | N/A |
| | | | | | | |
| TP+ | Y | At Delivery by TAI | 60 months | 400 | N/A | 382.55 |
| | | | | | | |
| LLC | Y | At Delivery by TAI | 60 months | 400 | N/A | 22.42 |
| | | | | | | |
| PF | Y | At Delivery by TAI | 60 months | 400 | N/A | 140.57 |
| | | | | | | |
| PR | Y | At Delivery by TAI | 60 months | 400 | N/A | 33.46 |

# PROADVANTAGE PROGRAMS

Textron Aviation Proprietary and Confidential

| | | | |
|---|---|---|---|
| EXCESS LANDING USAGE | AIRFRAME HOURS PER CYCLE FACTOR | LANDING RATE PER EXCESS CYCLE | CYCLE RATE PER EXCESS CYCLE |
| | Yr. 1 - 0.75<br>Yr. 2-5 – 0.80 | $19.00 | |

*FOR ENGINE PROGRAMS, HOURLY RATES ARE PER ENGINE AND ARE BASED ON TOTAL TIME SINCE NEW.

## PROADVANTAGE AGREEMENT

This ProAdvantage Agreement is entered by and between Textron Aviation and Customer.

## NO ADDITIONAL WARRANTIES

EXCEPT FOR THE WARRANTY OF GOOD TITLE AND THE EXPRESS TERMS OF TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY, WHICH ARE SET FORTH IN THE AIRCRAFT SPECIFICATION, TEXTRON AVIATION MAKES NO (AND HEREIN SPECIFICALLY EXCLUDES ANY) REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, WHICH EXTEND BEYOND THE FACE HEREOF OR THEREOF. TEXTRON AVIATION SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE FOUR CORNERS OF THIS AGREEMENT AND TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY OBLIGATIONS ON BEHALF OF TEXTRON AVIATION REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. IN NO EVENT SHALL TEXTRON AVIATION BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, ACTIVE OR PASSIVE NEGLIGENCE, IMPUTED LIABILITY, OR STRICT LIABILITY) OR BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF VALUE, OR COMMERCIAL LOSS. THE ENGINES AND ENGINE ACCESSORIES ARE SEPARATELY WARRANTED BY THEIR MANUFACTURER AND ARE EXPRESSLY EXCLUDED FROM TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR AND ONLY INSOFAR AS REQUIRED BY SAID LAW.

## CUSTOMER OFFER

Customer acknowledges reading and understanding, and prior to making this offer to Textron Aviation, hereby agrees to, the terms and conditions of this Agreement, expressly including without limitation Attachment A (Enrollment Hours), Attachment B (Account Information), Attachment C (Textron Aviation ProAdvantage Programs Terms & Conditions Supplement), and the Termination by Customer and Customer Payment Obligation paragraphs of Section E1.0. Customer hereby offers to enroll in the above-indicated ProAdvantage Programs pursuant to the terms and conditions of this Agreement. Each signatory of Owner and Operator (collectively "Customer") has the authority to bind and hereby binds the respective party for which it is the signatory.

Attachment A

PROADVANTAGE PROGRAMS

Textron Aviation Proprietary and Confidential

**ENROLLMENT HOURS**

Total Airframe Hours at Contract Start Date: ____N/A_____; and Landings: ____N/A_____.

Total Left Engine Hours at Contract Start Date: ____N/A_____; and Cycles: ___N/A_____.

Total Right Engine Hours at Contract Start Date: ___N/A_____; and Cycles: ____N/A_____.

Notes: New Aircraft Delivery

Notes:
A) This Fleet agreement consists of the following aircraft:

FM-87
FM-89

A change in the Fleet Size may result in a permanent change to the Minimum and Maximum Annual Hours and Hourly Rate

B) Payment terms as set out in BOA (Basic Order Agreement).

Customer may elect to terminate the Textron Aviation ProAdvantage Program for the 2 King Air Fleet at any time during the contract term without further billing with the exception of any negative balance that may be on the ProAdvantage accounts. Once the account is paid in full the cancelation will take effect. There must be 30 days of notification prior to the desired early termination rate to reconcile the account and any outstanding claims. Current ProAdvantage Program Terms & Conditions apply for Abuse, Damage, and other non-covered items as detailed in the ProAdvantage Agreement.

**PRO-FLEX COVERAGE**

Program Management:

- Program Administration, 24/7 customer support
- Placing Orders
- Coordination of Shipments
- Coordination of On-Site Support
- Communication between Hellenic Air Force (HAF) and Local Representative (Field Service Representative and Authorized Service Facility)
- Billing/invoicing/Returns
- One Annual Program Management Review in Greece with Textron Aviation Special Missions Aftermarket Support experts, to cover:
    - Financials
    - Technical Support, Maintenance & Operations topics
    - Textron Aviation Parts & Distribution website training
    - Future mandates & modifications

Attachment A




Subscriptions:
- Jeppesen
- CAMP

Shipping and Import Duties for Program Parts and Components:
- Freight/Shipping Avg

Medical Equipment Spares:
- Coverage of spares replacement for Spectrum medical system

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Attachment A




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**Attachment B**

PROADVANTAGE PROGRAMS

Beechcraft | Hawker

# PROFORMA INVOICE

**Credit Account Deposit Calculations**

**Americas** – 1/12 of annual minimum hours
**Non-Americas** – 2/12 of annual minimum hours

**ProParts:** _____ (1/12 of annual minimum hours) x _____ (rate) = _____

**PowerAdvantage(+):** _____ (1/12 of annual minimum hours) x _____ (rate) = _____

**AuxAdvantage:** _____ (1/12 of annual minimum hours) x _____ (rate) = _____

**ProTech:** _____ (1/12 of annual minimum hours) x _____ (rate) = _____

**Account Deposit Total Due:** _____

**Enrollment Fee Total Due: (If Applicable)** _____ + tax

**Total Due:** _____ + tax

Please note that the ProAdvantage coverage will not be active until deposit or enrollment fee is paid in full. For account deposits (not Enrollment Fees), Customer may request a return of the total deposit after 12 months of on-time credit history.

**ACCEPTABLE METHODS OF PAYMENT FOR ACCOUNT DEPOSITS AND ENROLLMENT FEE PAYMENT**

**WIRE TRANSFERS**

Each payment whether a deposit or enrollment fee must be made in US dollars by a single wire transfer. Wire transfers shall include: (a) the name of the customer as set out in the agreement as originator, (b) payment application information; i.e., information regarding the agreement to which the funds are to be applied, and (c) the aircraft serial number.
The "by order of" ("b/o") customer must be the same as the name on the agreement. If originator or b/o customer is different, remitter must submit a tie in letter before funds can be accepted and credited.
In addition, the transfer shall: (x) specify that all bank charges are for the account of the opener, (y) instruct the issuing bank to transfer the total value to the beneficiary and, (z) be sent to:

**Attachment B**

**PROADVANTAGE** PROGRAMS

Beechcraft | Cessna | Hawker

Textron Aviation Products and Services

**Textron Aviation:** JP Morgan Chase Bank 1 Chase Manhattan Plaza New York, NY 10081
**Textron Aviation Corporate Account No.** 910-1-209543 **ABA Routing No.** 0210 00021
**Swift Code** CHASUS33

## ACCOUNT INFORMATION

Within five (5) calendar days of a request by Textron Aviation, Customer shall provide the following account information to Textron Aviation (with updates provided to Textron Aviation by Customer within five (5) calendar days after Customer has new information):

Name: _____

Primary Contact: _____

Title: _____

E-mail: _____

Web Site: _____

Street Address: _____

City, State, Postal Code: _____

Province: _____

Country: _____

Phone: _____

Fax: _____

for each of the following individuals and entities:

- Owner
- Operator
- Parent Company of Owner and/or Operator
- Financing Institution
- Aircraft Insurer
- Accounts Payable Department / Provider
- Prospective New Owner
- Prospective New Operator
- Prospective Assignee
- Lessor
- Lessee
- Maintenance Department / Provider

Within five (5) calendar days of a request by Textron Aviation, Customer shall provide the following account information to Textron Aviation (with updates provided to Textron Aviation by Customer within five (5) calendar days after Customer has new information):

- The names of all other programs covering parts, labor, or services for the Aircraft, Engines, Parts, or systems.
- The names and locations of all providers of such programs.

**Attachment B**




·The nature and extent of the program coverage.

**Attachment C**

**PROADVANTAGE** PROGRAMS

# TERMS & CONDITIONS SUPPLEMENT

*TEXTRON AVIATION PROPRIETARY AND CONFIDENTIAL*

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## A1.0 INTRODUCTION

**Condition of Aircraft and Engines.** Customer is solely responsible for knowing the condition of the Aircraft, Engines, and any Part or system thereof prior to, at the time of, and after Customer's offer to enroll in a Program. By accepting Customer's offer to enroll in a Program, Textron Aviation is not obligated to provide any Program coverage in conflict with the terms and conditions of this Agreement regardless of whether Textron Aviation recommends, facilitates, requires, authorizes, or conducts any inspection of the Aircraft, Engines, or any Part or system thereof at any time for any reason. Customer acknowledges and agrees the existing condition (whether apparent or hidden) of the Aircraft, Engines, and any Part or system thereof, and any labor arising from or relating to such existing condition, may not be covered under this Agreement.

**Definitions.** When capitalized in this Agreement, the following words and abbreviations have the meaning, intent, and clarification as defined below:

Abuse: (1) The failure by Customer to properly perform any necessary maintenance, Repair, or modification of the Aircraft, Engine, or any Part or system thereof, whether or not required by applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, Textron Aviation or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; (2) any use, operation, testing, or storage of the Aircraft, Engine, or any Part or system thereof, which is not in accordance with accepted aircraft operation or maintenance practices, or applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, Textron Aviation or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; or (3) any neglect, misuse, or unauthorized Repair or modification of the Aircraft, Engine, or any Part or system thereof; or (4) any accident, impact or foreign object damage or contamination resulting in damage, fatigue or unusual wear to the Aircraft, engine or any Component; or (5) any operation of the Aircraft, engine or Component, for any reason whatsoever, beyond the limits set forth in any applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions; or (6) any improper techniques or methods of performing labor such as the failure to follow applicable requirements of appropriate Textron Aviation manuals or any appropriate Airworthiness Authority document and/or generally accepted practices currently followed in the general aviation industry, or (7) any removal, tampering, obliteration or destroying of Textron Aviation's, or its supplier's, identification mark, name or serial number from any part or Component.

Account Deposit: The account deposit required for establishing a Net30 open credit account with Textron Aviation.

Aircraft: The Textron Aviation model and serial number identified in this Agreement.

Aircraft on Ground (AOG): The highest priority designation to process a requirement for a spare part(s) and/or maintenance action where the Aircraft is unable to continue or be returned to service until appropriate action is taken without the possibility that the item can remain inoperable and/or unserviceable within the terms of the Minimum Equipment List (MEL), if applicable.

Basic Unplanned Engine Removal (BUER): The premature removal of Engine or APU resulting from a failure due to an Engine, APU, Part, or Component-induced malfunction of those Engines, APUs, Parts, or Components directly supplied by Textron Aviation or OEM.

BUR: Basic Unscheduled Repair on aircraft.

Component: Any self-contained part or any combination of parts, sub-assemblies or units which performs a distinctive function in any operating system installed or incorporated in the Aircraft and covered by the Program pursuant to the provisions of this Agreement.

Consumable: If applicable to a Program, any item required for installation or servicing of a Part, Engine, which can be used only once, excluding, without limitation (and as applicable to a Program), standard maintenance consumables, fluids, compounds, and standard aircraft hardware readily available from sources other than Textron Aviation.

Core: An Unserviceable Part required to be returned to Textron Aviation (or Textron Aviation's designee) upon removal from the Aircraft due to a Scheduled Removal or Unscheduled Removal.

Customer: Owner (if a signatory to this Agreement) and/or Operator (if a signatory to this Agreement).

Discretionary Removal: Removal of a Part prior to its Service Life made at Customer's option.

Discretionary Inspection: Any premature inspection of the Aircraft or its Components, at the Owner's discretion or convenience, prior to achieving the applicable inspection interval or tolerance as specified in any applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions including, without limitation, Textron Aviation Aircraft Maintenance Manual and/or that is not in compliance with all appropriate Airworthiness Authorities' requirements and/or airworthiness directives.

Designated Overhaul Facility (DOF): An Engine Overhaul facility authorized by the Engine OEM to perform the Engine Overhaul.

Engine Hours: The total accumulated operating time in hours accrued by an Engine as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.

Engine Labor: The Engine OEM DOF facility's labor for hot section module Refurbishment, BUER, Overhaul of the Engine, and for scheduled and unscheduled Repair or Overhaul of LRUs and Parts, which includes: (1) Engine receiving, cleaning, and inspection; (2) Part Repair, rework, or modification, Engine assembly, test, and final inspection; (3) preparation for Engine shipment; and/or (4) labor provided by Service Facility or Engine OEM DOF facility as required for disassembly and reassembly of the Engine hot section for HSI.

Engine OEM: The original equipment manufacturer (OEM) of the engines.

Engines: The OEM-manufactured engines used as prime propulsion for the Aircraft.

Enrollment Fee: the non-refundable amount required for program enrollment under this Agreement.

Flat-Rate Charges: Charges for labor hour reimbursement where Textron Aviation, in its sole and absolute discretion, has established a flat-rate labor allowance that, after taking into consideration the normal requirements for accomplishing a maintenance task on the Aircraft, consists of a nominal quantity of labor hours for accomplishing such work, including labor for gaining access to, inspecting, checking, troubleshooting, removing, repairing, Refurbishing or overhauling, or replacing any

Component and related consumables for each scheduled and/or Unscheduled Maintenance task covered pursuant to the Program. Costs associated with such work by the Service Facility will be the responsibility of Textron Aviation, only to the extent of the Textron Aviation flat-rate labor allowance referenced above multiplied by the applicable facility's labor rate as defined under the Program. Textron Aviation will not be responsible for any costs over and above the flat-rate labor allowance amount that would have been charged by or to Textron Aviation for like or similar work at the Service Facility.

Flight Hours: The total accumulated operating time in hours accrued by the Aircraft as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.

Hot Section Inspection (HSI): The removal and/or inspection of Engine or APU combustion and turbine section Components and the Repair or replacement of Unserviceable Parts in compliance with the applicable maintenance manual and/or this Agreement. Hot Section Inspection is synonymous with Major Periodic Inspection (MPI).

Hourly Rate: The flight hour rate established at the start date of this Agreement, reflected in the Program Information above.

Improper Use: (1) Improper installation or maintenance contrary to Textron Aviation or OEM written and published installation and maintenance instructions or recommendations; (2) use or inspection contrary to Textron Aviation or OEM written and published operating and maintenance instructions or recommendations; (3) Repair or alteration other than by, as applicable, Textron Aviation Service Centers and Stations, an Engine OEM Facility, or an applicable Regulatory-Agency-approved facility; (4) use of a Part not supplied by Textron Aviation; or (5) misuse, negligence, or neglect resulting in damage, fatigue, or wear.

Life Limited Component (LLC): A Part with a life cycle fatigue limit as identified from time to time in any applicable Textron Aviation manuals, OEM manuals or technical publications, Textron Aviation service bulletins, or OEM service bulletins. Life Limited Component is synonymous with Life Cycle Fatigue (LCF).

LRU: Line Replaceable Unit.

MedAire: A service program offered and administered by MedAire, Inc. for the supply of goods and services.

MSU: Mobile Serve Unit

Negative Account Balance: The amount by which the aggregate retail cost of the Program Benefits provided Customer with respect to a specific Program exceeds Customer's payments to Textron Aviation on account of that specific Program.

OEM: Original Equipment Manufacturer.

Operator: The operator of the Aircraft as identified in this Agreement.

Overhaul: The work necessary to return a Part, or LRU to a technical standard determined by, as applicable, the published specifications of Textron Aviation or Textron Aviation's supplier, the

OEM's manual, the overhaul or repair Specifications, a Regulatory Agency, and/or as recommended by the OEM.

Owner: The owner of the Aircraft as identified in this Agreement.

Part: A Part in its simplest form is one piece (or two or more pieces joined together) that is not normally subject to disassembly without destruction of designed use.

Party or Parties: Textron Aviation and Customer are referred to individually as "Party" and collectively as "Parties."

Positive Account Balance: The amount by which Customer's payments to Textron Aviation on account of a specific Program exceed the aggregate retail cost of the Program Benefits provided Customer with respect to that program.

Primary Location: Location which serves as the base of operations for Customer.

ProAdvantage or ProAdvantage Programs: Textron Aviation's aftermarket programs for Beechcraft aircraft, which includes ProParts, ProTech, ProPropeller, PowerAdvantageTP, PowerAdvantageTP+, LLC and/or any other program designated as such by Textron Aviation.

Program: Any applicable ProAdvantage program.

Program Benefits: With respect to any specific Program, all Parts, Components, Consumables Labor or Engine Labor, Flat-Rate Charges, Overhaul or HSI, freight, or fees (including any payment made to any avionics OEM or other vendor, which payment provides for future benefits, labor or parts available to Customer or Textron Aviation related to this Agreement) which Textron Aviation is obligated to pay or in its discretion pays on account or related to its obligations to Customer under this Agreement.

Regulatory Agency: An applicable duly authorized governmental airworthiness authority of competent jurisdiction, including, without limitation, the Federal Aviation Administration of the United States of America (FAA) and the European Aviation Safety Agency (EASA).

Repair: The work necessary to make an item serviceable by replacing or fixing failed or damaged Components or details per the OEM's technical publications.

Scheduled Inspection: Any inspection performed at intervals defined in the current applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions as revised from time to time including, without limitation, Textron Aviation Aircraft Maintenance Manual and/or that is in compliance with all appropriate Airworthiness Authorities' requirements and/or airworthiness directives to maintain an item in a serviceable condition by systematic inspection, detection, functional and/or operational checks to ensure a satisfactory operating condition as defined by the limits, tolerances or allowances.

Scheduled Removal: The removal of any Part upon the expiration of its Service Life.

Serviceable: In satisfactory operating condition, as defined by the limits, tolerances, or allowances prescribed by any applicable service or Repair manual, service bulletin, service letter, specification, or any other written instructions, and in compliance with Regulatory Agency requirements.

Service Life: The point (as measured in hours, cycles, wear, or time) when a Part must be repaired, overhauled, Refurbished, or replaced, as specified by Textron Aviation, the OEM, or Regulatory Agency.

TAPD: Textron Aviation Parts Distribution.

TBO: Time Between Overhaul.

Textron Aviation: Textron Aviation Inc.

Textron Aviation Labor: The scheduled and unscheduled labor hours required to perform inspection, maintenance, and/or removal and installation work at Textron Aviation Service Facility designated by Textron Aviation to perform work covered under ProTech.

Textron Aviation Maintenance Manual: The Textron Aviation aircraft maintenance manual for the Aircraft.

Textron Aviation Service Facility: As applicable and approved by Textron Aviation, the appropriately rated Textron Aviation owned service facilities, authorized service centers, and/or authorized service stations.

Unavailable Parts: Any component which (i) is no longer in production by a commercial manufacturer of such component or (ii) Textron Aviation is unable to procure using reasonable efforts at a price substantially comparable, in Textron Aviation's reasonable good faith determination.

Unscheduled Maintenance: Any maintenance performed to restore any Component to a serviceable condition occurring as a result of a confirmed malfunction and/or discrepancy.

Unscheduled Removal: The removal at a time other than a specific maintenance interval of any Part that is determined by Textron Aviation to be Unserviceable.

Unserviceable: Is not serviceable.

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## B1.0 PROADVANTAGE PROGRAMS

Section B1.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Agreement and Program Management.** TAPD manages this Agreement and the ProAdvantage Programs on behalf of Textron Aviation and serves as the primary point of interface with Customer. Textron Aviation has the right to utilize any measure reasonably designed to administer this Agreement and/or the ProAdvantage Programs. Customer agrees to fully cooperate and comply with all such administrative measures in effect from time to time. Textron Aviation, at its sole discretion, determines from whom Customer obtains Parts, and/or any other Program benefits, and to whom Customer makes shipments and returns, files Program claims (and the deadlines for filing claims), and fulfills any other Program obligations in accordance with this Agreement.

**Scheduled Removals.** For Scheduled Removals under ProParts, PowerAdvantage+, or PowerAdvantage:

**B1.9** When a Part reaches its Service Life, Customer will remove the Part for the purpose of Repair, Overhaul, refurbishment, or replacement, as required and managed by Textron Aviation.

**B1.10** Textron Aviation will provide any Part (and Consumables) covered by a Program when Customer makes a request thirty (30) calendar days prior to the date of Scheduled Removal. Textron Aviation will use its best efforts to provide the replacement Part (and Consumables) within thirty (30) calendar days.

**B1.11** Under ProParts, if a Part is removed from service more than twenty-five (25) hours, twenty-five (25) cycles, twenty-five (25) landings, or one (1) month prior to its Service Life, Customer will pay to Textron Aviation an amount equal to the unused life of the Part in excess of the twenty-five (25) hour, twenty-five (25) cycle, twenty-five (25) landing, or one (1) month grace period.

**B1.12** Under PowerAdvantage+ and PowerAdvantage, if a Part is removed from service prior to its Service Life, Customer will pay to Textron Aviation an amount equal to the unused life of the Part.

**B1.13** Any Part provided by Textron Aviation to Customer for a Scheduled Removal will be exchange, overhauled, or repaired and will be per the applicable specifications determined, controlled, and/or managed by Textron Aviation. The use of a new Part must be pre-approved by Textron Aviation ProAdvantage administration.

**B1.14** Under ProTech, Scheduled Inspection or maintenance must be performed within thirty (30) days, twenty-five (25) hours, twenty-five (25) cycles, or twenty-five (25) landings of it's normal interval.

**Unscheduled Removals.** Textron Aviation will supply to Customer a Serviceable Part (and Consumables), provided, Textron Aviation, at its sole discretion, may require Customer to obtain prior written authorization for any Unscheduled Removal. In such event, Textron Aviation or its designee will verify the condition of the Part to be removed; determine whether the Part is Unserviceable and the cause of its failure; and, only if the Part is covered under a Program, authorize the Part's removal for a

replacement Part. Customer, at its own expense, is responsible for all required labor for troubleshooting, removing, and replacing any Unserviceable Part. If the Aircraft is grounded due to an Unscheduled Removal, Textron Aviation will reply to Customer's request as soon as reasonably possible. For any Unscheduled Removal of a Part, Textron Aviation, at its sole discretion, may provide a Serviceable Part as a replacement.

**ProAdvantage Programs General Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProAdvantage Programs coverage does not extend to any of the following:

**B1.15** Any Abuse or Improper Use and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, APU, or any Part or system thereof directly or indirectly attributable to Abuse or Improper Use.

**B1.16** Any accident, incident, impact, foreign object damage (FOD), weather, or act of God (or other matters or occurrences beyond the reasonable control of Customer, Textron Aviation, or the OEM) and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, or any Part or system thereof directly or indirectly attributable to accident, incident, impact, FOD, weather, or act of God (or other matters or occurrences beyond the reasonable control of Customer, Textron Aviation, or the OEM).

**B1.17** Any subsequent or consequential damage, including without limitation any damage to other structures or components caused by a failed or damaged component.

**B1.18** Any corrosion, erosion, or deposition, and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, or any Part or system thereof directly or indirectly attributable to corrosion, erosion, or deposition.

**B1.19** Any Discretionary Removal of Parts.

**B1.20** Any Airworthiness Directives issued by a Regulatory Agency or any service bulletins without the prior written approval of Textron Aviation; or any such Textron Aviation-prior-approved Airworthiness Directives or service bulletins with which Customer does not fully comply with the terms and conditions thereof.

**B1.21** Any labor and/or materials associated with any cosmetic work (including, without limitation, painting) requested by Customer with respect to any Part supplied by Textron Aviation.

**B1.22** Any expenses related to flying the Aircraft; tooling fees; hangar fees; any related airport fees; or living or transportation expenses for crew, passengers, or maintenance personnel of any Party or third party; any travel related expense other than those covered under ProTech in B6.0.

**B1.23** Any damages caused by Aircraft accident; loss of Aircraft or Engine value; loss of Aircraft use; loss of time; loss of profit; loss of goodwill; or indirect, incidental, secondary, consequential, special, or punitive damages.

**B1.24** Any costs that are not expressly covered in this Agreement or costs to be paid by Customer in addition to Program fees, including, without limitation, costs for transportation, insurance, packing, storage, restocking, recertification, taxes, export fees, and duties.

B1.25 Any overtime premiums and/or call out charges.

B1.26 Any Aircraft, Engine, Engine Part, and any equipment, modification, or installation by Supplemental Type Certification (or other certification or authorization) incorporated in the Aircraft unless installed by Textron Aviation, installed under Textron Aviation's direction, or expressly approved in writing by a duly authorized representative of Textron Aviation, or FAA or equivalent airworthiness authority mandated generic aircraft modifications, inspections, or procedures including, but not limited to, test procedures affecting the Aircraft, but which are not specifically directed to the Textron Aviation model in question, or other similar actions incorporated or performed.

B1.27 Any charges for all types of consumable or expendable used by the Owner in performing servicing of the Aircraft, engines including, without limitation fuel, lubrication oil, hydraulic oil, de-ice or anti-ice fluids, water or waste systems, oxygen, nitrogen, rain repellent, general inspection and condition, cleaning and preflight or post flight inspections and any other maintenance activity of a similar nature.

B1.28 Any charges for all types of maintenance and/or repairs resulting from exceeding any Aircraft and/or engine operating limitation or additional maintenance resulting from exceeding any Aircraft inspection time limitation or performed outside of the inspection tolerance.

B1.29 Any cost incurred for the supply or replacement of any protective coverings, ground lock pins, gust locks, flags, loose equipment, or other such ground support equipment, tooling or the purchase or rental of ground support equipment, subscriptions and similar type services.

B1.30 Any costs, charges or services for obsolete avionics or factory installed entertainment parts, interior/exterior appearance/wear items, and non-approved or unavailable parts. Examples including, without limitation, furniture delamination, decoratively plated or anodized parts, leather, fabric, carpet, paint, upholstery, trim, DVD players, speakers, and video monitors

B1.31 Any item, matter, event, situation, or condition not expressly approved for coverage in this Agreement.

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## B2.0 PROPARTS

Except as otherwise stated in this Agreement, this Section B2.0 is applicable to ProParts (PP)

**ProParts Coverage.** In exchange for the ProParts Service fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide ProParts coverage for certain airframe Parts, Avionics and Consumables, as follows:

B2.1 Parts and Consumables required for a Scheduled Removal, an Unscheduled Removal, and a removal of an Unserviceable Part in connection with scheduled maintenance, as prescribed by the applicable Textron Aviation Maintenance Manual.

B2.1.1 As an example, ProParts coverage includes: tires, wheels, brakes, valves, motors, actuators, starter generators, avionics, instruments, gauges, O-rings, light bulbs, packings, and exchange bottles for hydrostatic testing (or, in lieu of providing exchange bottles, reimbursement of hydrostatic testing fees).

B2.1.2 Factory installed entertainment items, including, without limitation, DVD players, speakers, and video monitors.

B2.1.3 Replacement Components covered pursuant to the Plan for Textron Aviation mandatory service bulletins installed on the Aircraft prior to the Start date.

B2.1.4 Kits or Components as defined by the service bulletin required to install all Textron Aviation mandatory service bulletins covered pursuant to the Plan and issued after the Start date.

**Parts Coverage Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProParts coverage does not extend to any of the following:

B2.2 The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to ProParts.

B2.3 The cost of any part not purchased from Textron Aviation.

B2.4 Costs for labor, including, without limitation, fees associated with troubleshooting, recalibrating, inspecting, testing, removing, refurbishing, or replacing any Part or Consumable.

B2.5 Structural airframe Parts required when the Aircraft is no longer within the applicable Textron Aviation warranty period, including, without limitation: (1) primary structures consisting of frames, bulkheads, formers, longerons, pylons, stringers, wing spars and bonded skins, fuselage and wing skins, and frames; and (2) secondary structures consisting of nose baggage compartment shelves, avionics shelves, cabin dividers, fore and aft bulkheads, center pedestal, flight and passenger compartment floor panels, seat frames, doors, fairings, cowlings, and refreshment center bar and structure.

B2.6 Damage to a Part arising from or relating to fuel or hydraulic system contamination.

B2.7 Any costs arising from or relating to any Part returned by Customer, which is determined by Textron Aviation or its designee to be Serviceable.

B2.8 Parts used to attach another Part to the Aircraft and generally available from sources other than Textron Aviation.

B2.9 Provisioning of any inventory of spare Parts at Customer's facility, base of operations, or other locations.

B2.10 Life Limited Components as identified in the applicable maintenance manuals unless authorized by Textron Aviation in writing in accordance with this Agreement. This excludes gaseous bottles that are set up on exchange for hydrostatic testing purposes which may life-out during the exchange cycle.

B2.11 WiFi Systems.

B2.12 Parts required to modify the aircraft to accommodate the installation of a superseded or obsolete part substitute when the part is not provided by service bulletin coverage in accordance with this Agreement.

B2.13 Any service bulletin issued prior to enrollment and service bulletins previously offered at no charge to the Owner for which the Owner has exceeded the deadline specified by Textron Aviation and/or its suppliers for ordering or installing the related components or kits.

B2.14 Any item, matter, event, situation, or condition not expressly approved for ProParts coverage in this Agreement.

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## B3.0 PowerAdvantage for TurboProp

Except as otherwise stated in this Agreement, this Section B3.0 is applicable to PowerAdvantage for TurboProp:

**PowerAdvantage for TurboProp Coverage.** For the PowerAdvantage for TurboProp fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide PowerAdvantage for TurboProp coverage for certain Engine Parts, Consumables, Life Limited Components, and labor, as follows:

**B3.1** Parts, Consumables, and Engine Labor required for HSI, Overhaul, and BUER.

**B3.2** Parts required for a premature shop visit as directed by Textron Aviation, the Engine OEM, or a Regulatory Agency.

**B3.3** Consumables required for field level maintenance: (1) Textron Aviation-provided igniters required to be replaced due to the igniter tip being worn beyond OEM maintenance manual limits or when the igniter is determined to be Unserviceable; and (2) Textron Aviation-provided oil filters and fuel filters required to be replaced in accordance with the OEM maintenance manual.

**B3.4** Parts for field level routine or periodic maintenance and inspections as specified in applicable periodic inspection tables of the Engine maintenance manuals, Overhaul manuals, and Repair manuals, including, without limitation, filters, line replaceable O-rings, gaskets, and igniters.

**B3.5** Required LRUs.

**B3.6** For Overhaul and BUER, Textron Aviation will use its best efforts to ensure availability of rental engines for Customer subject to Customer executing the Engine DOF rental agreement prior to shipment and use of the rental engines. Any Engine rental agreement will be between Customer and the Engine DOF and all Terms and Conditions of their separate agreement shall apply.

**B3.7** Parts and Consumables required to comply with either Airworthiness Directives issued by a Regulatory Agency or the required Engine OEM's service bulletin categories 1 – 6.

**B3.8** Test cell fees.

B3.9 Rental engine coverage for OH and unscheduled events for which coverage is not excluded under this Agreement and which require engine removal.

**PowerAdvantage for TurboProp Exclusions.** Notwithstanding anything to the contrary in this Agreement, PowerAdvantage for TurboProp coverage does not extend to any of the following:

B3.10 Freight for shipping to and from Engine DOF for scheduled or unscheduled.

B3.11 Textron Aviation Labor for Engine removal and installation related to scheduled maintenance conducted in accordance with applicable maintenance manuals.

B3.12 Textron Aviation Labor for Engine removal and installation related to Unscheduled Maintenance.

B3.13 Textron Aviation Labor for rental Engine installation and removal related to Overhaul and BUER Engine events.

B3.14 MSU travel and labor for Engine events.

B3.15 Labor for field level replacement of LRUs, Parts or Consumables, Engine or Part removal and reinstallation.

B3.16 Repair or replacement costs attributable to the use of non-Textron Aviation or non-Engine-OEM original manufactured Parts.

B3.17 Damage directly attributable to an Engine-mounted LRU or accessory.

B3.18 Rental engine coverage for HSI.

B3.19 Life Limited Components.

B3.20 Field level routine or periodic maintenance and inspection labor, including, without limitation, consumed or replacement fuel and oil.

B3.21 Replacement of Engine Parts missing from an Engine when received at an OEM DOF shop for Engine Overhaul or BUER.

B3.22 Taxes and duties.

B3.23 Insurance for shipping to and from Engine DOF.

B3.24 Labor or Parts for repairs caused by operating the engines outside the parameters identified in the Aircraft Flight Manual (AFM) and Pilot Operating Handbook (POH).

B3.25 The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage for TurboProp.

B3.26 Any item, matter, event, situation, or condition not expressly approved for PowerAdvantage for TurboProp coverage in this Agreement.

**Engine DOF Facility.** In order for Customer to be eligible for any PowerAdvantage for TurboProp coverage, work performed on the Engine must have taken place at a facility designated by Textron Aviation to perform such work, including, without limitation, the Engine DOF Facility. By designating or contracting with the facility where work is to be performed, Textron Aviation is not obligated to provide any PowerAdvantage for TurboProp coverage in addition to or in conflict with the terms and conditions of this Agreement, and Customer agrees to timely pay any charges in addition to or not covered by this Agreement.

**Engine Event Notification.** In order for Customer to be eligible for coverage of any scheduled event under PowerAdvantage for TurboProp, Customer is required to notify the ProAdvantage Engine Event Management Team within 90 days of the event.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Textron Aviation resulting from Customer's request for an early HSI or Overhaul of an Engine prior to the Engine's Scheduled Removal.

**Mandatory Early Removal.** The Parties acknowledge that a national, state, or local Regulatory Agency may recognize a different HSI or Overhaul period expressed in hours. Customer will not be liable for a Regulatory-Agency-mandated early removal so long as Textron Aviation was properly made aware by Customer of such a regulatory mandate in effect prior to Textron Aviation's acceptance of this Agreement and Textron Aviation did not take exception.

## B4.0 PowerAdvantage for TurboProp+

Except as otherwise stated in this Agreement, this Section B4.0 is applicable to PowerAdvantage for TurboProp+:

**PowerAdvantage for TurboProp+ Coverage.** For the PowerAdvantage for TurboProp+ fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide PowerAdvantage for TurboProp+ coverage for certain Engine Parts, Consumables, Life Limited Components, and labor:

**B4.1** The coverage contained in Subsections B3.1 through B3.9 for PowerAdvantageTP is incorporated by reference herein and is applicable to PowerAdvantage for TurboProp+

**B4.2** Freight for shipping Engine, excluding Engine parts and accessories, to and from Engine DOF.

**B4.3** Textron Aviation Labor for Engine removal and installation related to scheduled maintenance conducted in accordance with applicable maintenance manuals.

**B4.4** Textron Aviation Labor for Engine removal and installation related to Unscheduled Maintenance.

**B4.5** Textron Aviation Labor for rental Engine installation and removal related to Overhaul and BUER Engine events.

**B4.6** Textron Aviation Engine Field Level Labor.

**B4.7** MSU travel and labor for unscheduled AOG Engine events within the Continental United States (lower 48 states).

**PowerAdvantage for TurboProp+ Exclusions.** Notwithstanding anything to the contrary in this Agreement, PowerAdvantage for TurboProp+ coverage does not extend to any of the following:

**B4.8** The exclusions contained in Subsections B3.16 through B3.26 for PowerAdvantageTP is incorporated by reference herein and is applicable to PowerAdvantageTP+.

**B4.9** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage for TurboProp+.

**B4.10** MSU travel and labor to any locations outside the Continental United States (lower 48 states).

**B4.11** MSU travel and labor for Scheduled (non-AOG) events.

**B4.12** Any item, matter, event, situation, or condition not expressly approved for PowerAdvantage for TurboProp+ coverage in this Agreement.

**Engine DOF Facility.** In order for Customer to be eligible for any PowerAdvantage for TurboProp+ coverage, work performed on the Engine must have taken place at a facility designated by Textron Aviation to perform such work, including, without limitation, the Engine DOF Facility. By designating

or contracting with the facility where work is to be performed, Beechcraft is not obligated to provide any PowerAdvantage for TurboProp+ coverage in addition to or in conflict with the terms and conditions of this Agreement, and Customer agrees to timely pay any charges in addition to or not covered by this Agreement.

**Engine Event Notification.** In order for Customer to be eligible for coverage of any scheduled event under PowerAdvantage for TurboProp+, Customer is required to notify the ProAdvantage Engine Event Management Team within 90 days of the event.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Beechcraft resulting from Customer's request for an early HSI or Overhaul of an Engine prior to the Engine's Scheduled Removal.

**Mandatory Early Removal.** The Parties acknowledge that a national, state, or local Regulatory Agency may recognize a different HSI or Overhaul period expressed in hours. Customer will not be liable for a Regulatory-Agency-mandated early removal so long as Textron Aviation was properly made aware by Customer of such a regulatory mandate in effect prior to Textron Aviation's acceptance of this Agreement and Textron Aviation did not take exception.

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## B5.0 LLC

Except as otherwise stated in this Agreement, this Section B5.0 is applicable to LLC:

**LLC Coverage.** For the LLC fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide LLC coverage Life Limited Components, and labor, as follows:

**B5.1** The aircraft must also be enrolled in PowerAdvantage for TurboProp+ or PowerAdvantage for TurboProp.

**B5.2** All Life Limited Components required to be replaced due to the depletion of life by hours or cycles.

**LLC Exclusions.** Notwithstanding anything to the contrary in this Agreement, LLC coverage does not extend to any of the following:

**B5.3** Labor to change LLC's other than at HSI or OH.

**B5.4** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to LLC.

**B5.5** Any item, matter, event, situation, or condition not expressly approved for LLC coverage in this Agreement.

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## B6.0 PROTECH

Except as otherwise stated in this Agreement, this Section B6.0 is applicable to ProTech:

**ProTech Coverage.** In exchange for the ProTech fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide ProTech coverage for certain labor, as follows:

**B6.1** Textron Aviation Labor for Scheduled Inspection and maintenance conducted in accordance with applicable maintenance manuals.

**B6.2** Textron Aviation Labor for installation and removal of loaned Parts provided in accordance with Section C1.0 Subsection "Loaned Parts" of this Agreement.

**B6.3** Textron Aviation Labor for Unscheduled Maintenance including field service labor, troubleshooting, and Consumables servicing labor (ProTech only).

**B6.4** Shop supplies for Textron Aviation-approved Textron Aviation Labor.

**B6.5** Unscheduled AOG MSU visits (includes MSU set up fee, travel, and off-site labor rate if required).

**B6.6** Unscheduled AOG Field Trips (Textron Aviation technician traveling to aircraft sight, includes technician travel and expenses and off site labor rate if required).

**B6.7** Must be enrolled in ProParts.

**B6.8** Expedited freight for parts related to AOG MSU visits and field trips only, not including counter to counter ship methods.

**ProTech Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProTech coverage does not extend to any of the following:

**B6.9** Labor for Engine inspections other than minor inspections and labor for Engine maintenance other than line maintenance.

**B6.10** Inspection documents concerning periodic washes and corrosion inspections for aircraft operating in a corrosive environment; service bulletins; hydrostatic testing; and any labor related thereto.

**B6.11** Any labor arising from or relating to a violation by Customer of this Agreement or any Program in which Customer is enrolled.

**B6.12** The exclusions contained in Section B2.0 Subsection "ProParts Exclusions" (and its subsections, with the exception of B2.5) are incorporated by reference herein and are applicable to ProTech. ProTech coverage does not extend to any labor and associated costs arising from or relating to such exclusions.

**B6.13** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to

ProTech. ProTech coverage does not extend to any labor and associated costs arising from or relating to such exclusions.

**B6.14** Scheduled (non-AOG) MSU and/or Field Trip visits.

**B6.15** Any item, matter, event, situation, or condition not expressly approved for ProTech coverage in this Agreement.

The following terms are applicable to ProTech:

**Hourly Rate.** Based on Customer's estimated annual flight hours, Textron Aviation will assign Customer to a Program tier. If Customer's actual flight hours for the year are less than the minimum hours for the assigned Program tier, then Customer will be invoiced for the assigned Program tier's minimum hours at the assigned tier's rate. If Customer's actual flight hours for the year are more than the maximum hours for the assigned tier, then Customer will be invoiced for all actual flight hours at the assigned tier's rate. At its sole discretion, Textron Aviation determines, calculates, and administers any account reconciliation for the Program including but not limited to the annual review. Such account reconciliation may result in an assignment to a different Program tier, and a different hourly rate.

**Approved Locations and Hourly Rates.** At its sole discretion, Textron Aviation determines the ProTech hourly rates and facilities where Citation Labor may be performed. Customer should contact Textron Aviation for the locations of Textron Aviation-approved facilities and any applicable hourly rate differences for Citation Labor performed outside of Customer's primary region of operation.

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## B7.0 PROPROPELLER

Except as otherwise stated in this Agreement, this Section B7.0 is applicable to ProPropeller:

**ProPropeller Coverage.** In exchange for the ProPropeller fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide ProPropeller coverage for certain parts and labor, as follows:

**B7.1** Propellers and related consumables covered pursuant to the Program required for scheduled propeller removals and overhaul, if applicable.

**B7.2** Line labor covered pursuant to the Program required for scheduled propeller removals and overhaul, if applicable.

**ProPropeller Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProPropeller coverage does not extend to any of the following:

**B7.3** The exclusions contained in Section B2.0 Subsection "ProParts Exclusions" are incorporated by reference herein and are applicable to ProPropeller. ProPropeller coverage does not extend to any labor and associated costs arising from or relating to such exclusions.

**B7.4** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to ProPropeller. ProPropeller coverage does not extend to any labor and associated costs arising from or relating to such exclusions.

**B7.5** Any item, matter, event, situation, or condition not expressly approved for ProPropeller coverage in this Agreement.

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## C1.0 CUSTOMER OBLIGATIONS

Section C1.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Required Accounts with Textron Aviation.** For the duration of this Agreement, Customer will maintain with Textron Aviation all accounts required for Customer to be enrolled in ProAdvantage Programs and Customer will keep such accounts in good standing. All amounts required to be paid in accordance with this Agreement will be paid in the legal currency of the United States of America.

**Aircraft Operation.** For the duration of this Agreement, Customer will operate and maintain the Aircraft in accordance with all applicable Textron Aviation flight manuals, Textron Aviation and supplier operating manuals, maintenance and Repair manuals, service bulletins and service letters (alert, mandatory, and recommended), and all other written instructions issued by Textron Aviation and its suppliers from time to time. Customer will comply with all applicable Regulatory Agency requirements. Customer will comply with generally accepted practices in the general aviation industry, provided such practices do not conflict with the aforementioned manuals, service bulletins, service letters, and other written instructions issued by Textron Aviation and its suppliers.

**Core Return.** Customer will return an undamaged and valid Core due to Textron Aviation within fifteen (15) calendar days of removal from the Aircraft unless Customer is otherwise advised by Textron Aviation. Customer will package Parts and Cores in such a manner to preclude damage while in transit. As required by Textron Aviation, Customer will properly store a removed Part (and/or Consumables) at Customer's expense until Textron Aviation issues disposal or return instructions. Any Part (or Consumables) held by Customer may be inspected by a Textron Aviation designee authorized to issue disposal or return instructions. Customer will pay Textron Aviation its then current suggested retail price (plus applicable taxes) for a new or exchange Part (and/or Consumables) when Customer fails to return a Core within fifteen (15) calendar days or fails to properly dispose of a removed Part (and/or Consumables).

**Loaned Parts.** Textron Aviation, at its sole discretion, may supply Customer a loaned Part as a substitute for an Unserviceable Part pending Customer's receipt of a Serviceable Part. As required, Textron Aviation will supply Parts (and Consumables) to install the loaned Part and the Serviceable Part. Customer will return a loaned Part within fifteen (15) calendar days of receipt of the Serviceable Part. Delay beyond fifteen (15) calendar days results in additional charges assessed by Textron Aviation for which Customer is liable.

**Discretionary Removals.** In the event of a Discretionary Removal of a Part, Customer will pay Textron Aviation an amount equal to the difference between Textron Aviation's then current suggested retail price (plus applicable taxes) for a new or exchange Part (and Consumables) less an equitable portion for prior use and wear based on any wear limit, tolerance, or allowance identified in any applicable Textron Aviation Maintenance Manual, service and Repair manual, service bulletin and service letter, specification, or any other written instructions. In addition, Customer will reimburse Textron Aviation for all costs incurred associated with the restocking and recertification of the removed Part.

**Part Condition and History.** Customer guarantees and warrants all Parts have been maintained per the applicable Textron Aviation Maintenance Manuals and all Parts covered under a Program are Serviceable as of the date of this Agreement. Customer will provide all required documentation associated with a returned Part. Customer guarantees and warrants that, at all times, Parts returned or supplied under a Program have been or will be utilized only on the Aircraft and such Parts will not be used in excess of cycle usage prescribed herein for each twelve (12) month period after the start date of this Agreement.

Excess cycle usage results in additional charges assessed by Textron Aviation for which Customer is liable.

**Aircraft Logbook.** Customer will properly record in the Aircraft logbook all Aircraft Flight Hours, Engine Hours, cycles, landings, or times as reasonably required by Textron Aviation (for purposes of this Agreement) and/or a Regulatory Agency. In addition, Customer will record in the Aircraft logbook any other significant event, including, without limitation, any Abuse or damage to the Aircraft, Engine, or any Part or system thereof, modifications, Repairs, and maintenance as prescribed by Textron Aviation or required by a Regulatory Agency. Customer will furnish such information to Textron Aviation upon request. Customer will grant Textron Aviation (and/or Textron Aviation's designee) access to the Aircraft, Engine, or any Part or system thereof, and to the operating records of the Aircraft, Engines, upon request by Textron Aviation. Customer guarantees and warrants the information recorded in the logbooks or otherwise reported to Textron Aviation is true, accurate, and correct. If Customer fails to record or provide to Textron Aviation any information required in this Agreement, Textron Aviation has the right to require that any Unserviceable Part returned to Textron Aviation be overhauled at Customer's expense.

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## C2.0 CUSTOMER PAYMENTS

Section C2.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Payment of Invoices.** Customer, including both any Owner and any Operator, are responsible for payment of all invoices to Customer's accounts with any Textron business unit, billed to an applicable Customer account whether before, during, or after any suspension, termination, cancellation, revocation, and/or expiration of this Agreement. Customer will pay all invoices in accordance with the credit terms established by Textron Aviation and pursuant to this Agreement. Customer will pay all invoices in accordance with the credit terms established by Textron Aviation and pursuant to this Agreement. Any default, including any default in payment, in this Agreement shall be an event of default under any agreement with Textron Aviation, and a default in any other Agreement with Textron Aviation or with any other Textron business unit shall be a default under this Agreement. Should the Customer be in default, including arrears in paying any invoice issued by Textron Aviation or any affiliate or subsidiary of Textron, regardless of whether the invoice relates to goods or services provided to the Customer under this Agreement, any benefits to be provided under the Program may, at the option of Textron Aviation, be suspended until such default is cured. Textron Aviation may require Customer to cure any account defaults, including past due payments, or require prepayment of Customer's obligations, prior to extending any Program Benefit. Textron Aviation also shall have the right to charge Customer reinstatement fees if Customer requests reinstatement of this Agreement after Textron Aviation terminates this Agreement due to any default.

**Fees.** Textron Aviation may require that Customer pay a one-time Enrollment Fee or Account Deposit when enrolling in a Program (Attachment B). In addition, Customer will pay to Textron Aviation monthly Program fees and other fees computed in accordance with the provisions herein. One Time Enrollment Fees or Account Deposit must be paid prior to contract activation. For Account Deposits, Customer may request a return of the Account Deposit after 12 months of on-time credit history; Enrollment Fees, however, are non-refundable.

**Reporting Usage.** No later than the start date of this Agreement, Textron Aviation and Customer will agree on estimated annual Flight Hours, Engine Hours, and/or APU Hours in an amount of at least the minimum annual hours as identified in this Agreement. Then, on or before the fifth (5th) calendar day of each month, Customer will report to Textron Aviation the Flight Hours, Engine Hours, APU Hours, cycles, and/or landings for the previous month. Customer will be invoiced monthly an amount equal to the reported usage multiplied by the hourly rate for a Program, plus any applicable state and local sales tax which Textron Aviation, in its sole discretion, deems required. The state and local sales tax shall be included with each monthly invoice for all United States registered aircraft unless the operator has filed a valid sales tax exemption certificate with Textron Aviation. If Customer fails to report the applicable hours, cycles, or landings, then Customer will be invoiced an amount for the month based on Customer's annual program minimum requirement as determined by Textron Aviation. Textron Aviation has the right to alter (temporarily and/or permanently) the determination and calculation of these monthly invoice amounts whenever Customer fails to report usage as required by this Agreement. Excess cycle usage results in additional charges assessed by Textron Aviation for which Customer is liable.

**Annual Review.** On or about the annual anniversary of the Program start date, Customer will provide Textron Aviation all information requested for a review by Textron Aviation of the invoice amounts for the annual Flight Hours compared to the actual usage. At its sole discretion, Textron Aviation determines, calculates, and administers any account reconciliation for the Program resulting from this annual review.

Such account reconciliation may result in Customer being charged for excess cycle usage as described herein.

**Calculation of Excess Cycle Usage.** If Customer exceeds this Agreement's designated Hours Per Cycle Factor, Customer will pay to Textron Aviation a fee for excess cycle usage as determined solely by Textron Aviation in accordance herewith.

C2.1 (12) Customer's cycle factor equals actual Flight Hours divided by actual landings for the twelve month period.

C2.2 If Customer's cycle factor is a number less than the designated Hours Per Cycle Factor, then Customer will pay to Textron Aviation the applicable fee for each hour flown in the prior twelve (12) month period, as shown in the table below:

Fee = [(actual landings) – (actual Flight Hours ÷ Hours per Cycle Factor)] x (Rate per Excess Cycle)

(Hours per Cycle factor is 0.85 for all models)

**Adjustment of Rates.**

C2.3 Any change to aircraft configuration may result in an immediate adjustment of ProAdvantage Program hourly rates.

C2.4 Any change to the primary geographical location maintenance is performed in, as determined by Textron Aviation, may result in a permanent increase to the Hourly Rate equal to the rate differential currently in effect for that region of the world.

**Annual Adjustment of Rates.** Hourly Rates are subject to an upward adjustment on January 1st of each year as follows (rates will NOT be adjusted downward if the calculation is negative):

C2.5 Until the final adjusted rates are determined, current rates are used to compute applicable fees. Customer will pay any difference between current rates and the final adjusted rates for the period from January 1st through the date Customer receives written notice from Textron Aviation of the final adjustment via a flight hour invoice.

C2.6 If for any reason the above referenced economic indices, singularly or in combination, are not published or only partially published, Textron Aviation reserves the right to use different published indices, the above referenced publish indices from the preceding year, if available; or, if not, the published indices from the most recent preceding year as the basis for determining any rate change appropriate for the forthcoming calendar year.

C2.7 Reference the Basic Order Agreement (BOA) for rate escalations applicable to ProParts, ProTech, ProPropeller, Proflex and LLC.

## D1.0 TITLE AND SHIPMENT

Section D1.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Title.** Textron Aviation warrants that it has good title, free and clear of any and all mortgages, liens, charges, encumbrances, or security interests whatsoever, to all Parts (and Consumables) provided hereunder.

**Risk of Loss.** Delivery of any Part (and Consumables) by Textron Aviation to Customer will be DAP (Incoterms 2010) shipping point as determined by Textron Aviation. Title and all financial risks of loss pass to Customer upon delivery thereof by Textron Aviation (or its agent) to a commercial carrier or freight forwarder. Title and all financial risks of loss remain with Customer for returned Parts until received, inspected, and accepted by Textron Aviation.

**Insurance.** All Items shipped by Owner or Designee will be insured by Owner or Designee during transit for not less than the catalog value of the shipped Items.

**Textron Aviation Ownership of Parts.** Ownership of all Parts that are required to be returned under a Program automatically transfers to Textron Aviation (whether any credit is allowed) upon delivery of a Serviceable Part by Textron Aviation to Customer. Textron Aviation has the right to a priority lien on any Part or Core for which Customer fails to pay and/or return to Textron Aviation as required herein.

**Costs.** Customer is responsible for paying Textron Aviation for all handling, packing, crating, transportation, insurance, storage costs and other costs incurred by Textron Aviation in connection with a Program.

**Reusable Containers.** Textron Aviation determines when reusable containers must be utilized for returning a removed Part. Customer is liable and will be charged for damaging a reusable container. In addition, Customer is liable and will be charged for failing to use and/or return a reusable container as required.

**Import, Export, and Use Permits or Licenses.** Customer is responsible for obtaining, complying with, and paying for all permits, licenses, clearances, and documents required for the import or export of any Part shipped by or to Customer.

**Taxes.** In addition to all other required payments, including state and local sales taxes invoiced pursuant to section C2.0 herein, Customer will pay all taxes and associated charges, including, without limitation, personal property taxes, import duties, import taxes, excise, consumption, assessments, interest, and penalties, which apply to this Agreement (or a Program herein), the Aircraft, Engine, and any transaction contemplated herein, whether imposed on Customer or Textron Aviation. Textron Aviation will notify Customer in writing of any such tax or associated charges, and, within thirty (30) calendar days, Customer will pay such amount directly to the entity imposing the tax and associated charges; reimburse Textron Aviation for such amount; and/or defend and hold Textron Aviation harmless from any attempt to recover such tax and associated charges. If Customer fails to timely act as required herein, Textron Aviation may pay the asserted tax and associated charges and Customer will immediately reimburse Textron Aviation for such payment and all reasonable costs, attorney's fees, and expenses incurred by Textron Aviation arising from or relating to Customer's failure to timely act.

All payments due to Textron Aviation shall be made in full, without set-off, counterclaim, deduction or withholding of any kind. Customer shall ensure that the sums received by Textron Aviation shall be equal to the full amounts expressed to be due Textron Aviation according to its invoice, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues or charges of whatever nature. If Customer is compelled by law to make any such deduction or withholding, Customer shall pay such additional amounts as may be necessary in order that the net amount received by Textron Aviation after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding.

**Delay in Performance.** Textron Aviation is not liable for any loss, costs, or damages arising from or relating to any delay in performance or failure to perform in accordance with the terms of this Agreement where the cause of such delay or failure includes, without limitation, delay or failure of suppliers or subcontractors, acts of God, strikes, lock outs, other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, governmental action, explosions, fire, flood, or any other cause not within the reasonable control of Textron Aviation. In such event, the time for performance of any Textron Aviation obligation herein is extended for a period equal to the period during which such cause beyond the reasonable control of Textron Aviation continues to exist.

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## E1.0 TERM

Except as otherwise stated in this Agreement, this Section E1.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Program Term.** The term for each Program is as identified in this Agreement.

**Renewal.** Each Program in this Agreement is eligible for renewal at the conclusion of its term (1) subject to the terms and conditions of this Agreement; (2) subject to any Textron Aviation-proposed revisions to the terms and conditions of this Agreement; and (3) subject to Customer, Aircraft, Engines, and/or APU-specific usage conditions as calculated and determined by Textron Aviation. Upon renewal of a ProParts or ProTech Program, any Negative Account Balance from the preceding Program term is eliminated and Textron Aviation will reset the account balance to zero as of the start date of the renewal. On all other Programs, any Negative Account Balance will carry forward until the Overhaul.

Textron Aviation will provide to Customer in writing any such aforementioned revisions, rates, and usage conditions prior to the conclusion of the Program's term.

**Assignment.** With prior written consent of Textron Aviation, which may be granted or withheld solely at Textron Aviation's discretion, Customer may assign this Agreement only in a written document provided and approved by Textron Aviation. Textron Aviation requires itself, Customer, and the designated assignee to all be signatories to the assignment document. No attempted assignment of this Agreement is complete, valid, or binding upon Textron Aviation unless and until such an assignment is executed by a duly authorized representative of Textron Aviation. Any purported assignment in violation of this Agreement is void. Any purported incorporation, attachment, or reference (or any other act) that has the effect of circumventing or eliminating the requirement of Textron Aviation's prior written consent is void. At Textron Aviation's sole discretion, any involuntary transfer of this Agreement is voidable. This Agreement inures to the benefit of, is binding upon, and is enforceable against the Parties and their respective legitimate successors, assigns, and transferees.

**Termination by Customer.** Upon written request by Customer to Textron Aviation, this Agreement or Customer's enrollment in any Program may be terminated at any time before the expiration of this Agreement's term or the Program's term provided all fees owed to Textron Aviation, and any other amounts owed to Textron Aviation pursuant to this Agreement, have been paid by Customer. In the event of termination of this Agreement or Customer's enrollment in a Program, Customer shall be liable to pay to Textron Aviation the following amounts as of the start date of such event: (i) all Program fees; (ii) any Negative Account Balance(s), and (iii) all other amounts owed by Customer to Textron Aviation pursuant to this Agreement. No Negative Account Balance nor any Positive Account Balance of a Program may be transferred between Programs or to other Agreements unless previous approval has been granted by Textron Aviation.

If any ProAdvantage Program has a Negative Account Balance at the time of assignment, this balance may not transfer to the new Owner, and the Customer must comply with the "Customer Payment Obligations" section below.

If the Aircraft is sold and no written request for termination is obtained from Customer, Textron Aviation may terminate the Agreement using available information.

**Annual Minimums.** Agreements that are assigned or transferred to new ownership or are terminated in accordance with above section "Termination by Customer" will be responsible for fees associated with a prorated minimum hour amount calculated from anniversary date to the date of transfer or termination. This applies only to ProParts.

**Termination by Textron Aviation.** At any time, Textron Aviation may terminate this Agreement, terminate Customer's enrollment in any Program, and/or suspend any benefit provided herein immediately upon written notice of termination or suspension to Customer in the event of any or all of the following:

E1.1 At its sole discretion, Textron Aviation decides to end this Agreement or Customer's enrollment in the Program.

E1.2 Customer fails to perform any Customer obligation in accordance with this Agreement and does not cure or remedy such failure to the reasonable satisfaction of Textron Aviation within a period of thirty (30) calendar days after written notice of such failure is given by Textron Aviation to Customer. Written notice to be sent to the address on record (typically listed on the Agreement). It is the Customer's responsibility to notify the Textron Aviation ProAdvantage group of any name or address changes.

E1.3 Customer becomes insolvent or suspends business; Customer files a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Customer and are not dismissed within a period of thirty (30) calendar days thereafter; a court of competent jurisdiction takes and retains jurisdiction over the assets of Customer for a period of at least thirty (30) calendar days; and/or a receiver or trustee is appointed with respect to the property of Customer by a court of competent jurisdiction and is not discharged within a period of thirty (30) calendar days thereafter.

E1.4 Customer makes a purported assignment that is void in accordance with this Agreement or as a matter of law; and/or this Agreement, or any right or duty hereunder, is transferred involuntarily or as a matter of law.

E1.5 Customer fails to execute any license required for owning, operating, and/or using the Aircraft, Propeller, Parts, systems, or subscriptions.

E1.6 The use of the Aircraft is misrepresented, unlawful, and/or for an unlawful purpose.

E1.7 The Aircraft, Engine, or APU is damaged beyond economic repair as determined solely by Textron Aviation.

E1.8 The sale of the Aircraft, or any Part or system thereof.

**Re-enrollment After Termination.** If this Agreement is terminated by Textron Aviation for any reason, consideration for re-enrollment will result in review of eligibility, and any re-enrollment will be subject to a re-instatement fee of up to $25,000, as determined by Textron Aviation in its sole discretion.

Re-enrollment into any of the Programs after being terminated by Textron Aviation will be prohibited if Customer's ProAdvantage Agreement has been terminated for 60 days or longer. After 60 days Customer will be required to enter into a new Agreement and would remain subject to the terms and conditions of the "Re-enrollment After Termination" section above.

**Customer Payment Obligations.** In the event of any suspension, termination, cancellation, revocation, and/or expiration of this Agreement or Customer's enrollment in a Program (other than a Program reaching the end of its term without a renewal), Customer shall be liable to pay to Textron Aviation the following amounts as of the start date of such event: (i) all Program fees; (ii) any Negative Account Balance(s), and (iii) all other amounts owed by Customer to Textron Aviation pursuant to this Agreement. No Negative Account Balance nor any Positive Account Balance of a Program may be transferred between Programs or to other Agreements. Textron Aviation and Customer agree that if Textron Aviation prevails in any legal proceeding against Customer for any amount owed pursuant to this Agreement, then all of Textron Aviation's legal expenses, including, without limitation, attorney fees, court costs, and other fees and costs are the sole responsibility of, and will be paid by, Customer. All of Textron Aviation's rights and all of Customer's obligations in this Section E1.0 Subsection "Customer Payment Obligations" survive the suspension, termination, cancellation, revocation, and/or expiration of this Agreement.

**Notices.** All written notices and other written communications Customer is required to provide Textron Aviation in accordance with this Section E1.0 are to be sent to the following address (or as otherwise designated in writing by Textron Aviation): ProAdvantage Management, Textron Aviation Service Parts & Programs, 7121 Southwest Boulevard, Wichita, Kansas 67215, U.S.A.

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## F1.0 MISCELLANEOUS

**Customer Acknowledgement.** Customer acknowledges reviewing, understanding, and agreeing to the terms and conditions of this Agreement which includes its attachments. When Owner and Operator are both signatories to this Agreement, each is the agent of the other as to all acts and omissions arising from or relating to this Agreement and each is jointly and severally liable to Textron Aviation.

**Textron Aviation Acceptance Required.** This Agreement is not valid or binding upon Textron Aviation unless and until it is executed by a duly authorized representative of Textron Aviation. The Parties agree the place of contract formation is Wichita, Kansas, United States of America.

**Entire Agreement.** This Agreement and any amendments, addenda, and attachments hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings, representations, negotiations, and correspondence, written or oral, between the Parties. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by the Parties. Notwithstanding anything to the contrary in this Agreement, the automatic renewal of this Agreement (or a Program herein) does not require a written instrument executed by the Parties when such renewal is in accordance with the provisions of this Agreement. All amendments, addenda, and attachments to this Agreement are incorporated by reference and made a part of this Agreement.

**Nondisclosure.** This Agreement is a proprietary work of Textron Aviation and, as such, is confidential. During and after the existence of this Agreement, Customer shall preserve the confidentiality of this Agreement and all information disclosed by Textron Aviation related to this Agreement; and shall not disclose without the prior written consent of Textron Aviation any such information and any terms and conditions of this Agreement, in whole or in part, to any third party.

**Limitation of Liability.** IN NO EVENT WILL TEXTRON AVIATION BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (AND ANY TRANSACTION CONTEMPLATED HEREIN), WHETHER THE CLAIM IS BASED IN TORT, CONTRACT, EQUITY, OR AT LAW, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF INCOME, OR LOSS OF SAVINGS, EVEN IF ANY PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

**Nonwaiver.** Should Textron Aviation not require performance by Customer of any provision of this Agreement, Textron Aviation's right to require such performance at any time thereafter is in no way affected. The waiver by Textron Aviation of a breach of any provision of this Agreement does not constitute a waiver of any preceding or succeeding breach of the same or any other provision.

**Dispute Resolution**

F1.1 The Parties shall strive to settle amicably, in good faith, and with due diligence any dispute arising from or relating to this Agreement.

F1.2 **Governing Law.** Textron Aviation and Customer agree this Agreement will be deemed made and entered into within the State of Kansas, upon its acceptance by Textron Aviation, and that this Agreement will be wholly performed and administered by Textron Aviation within the State of Kansas, and the laws of the State of Kansas (without giving effect to its conflicts of law principles) govern all matters arising from or relating to this Agreement and all of the transactions contemplated herein, including, without limitation, validity, interpretation,

construction, performance, and enforcement of this Agreement. The Parties expressly agree to exclude from this Agreement the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, and any successor thereto. This Agreement is not interpreted or construed for or against any Party on the basis of which Party drafted this Agreement.

F1.3 **Forum Selection.** Any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Textron Aviation and Customer or the transaction that is the subject of this Agreement will be adjudicated solely and exclusively in the state or federal courts sitting in Wichita, Kansas. Each of the parties consents to the exclusive, personal jurisdiction of these courts and, by signing this Agreement, waives any objection to the jurisdiction or venue of the state or federal courts sitting in Wichita, Kansas. The disputes to which this provision applies include, without limitation, those arising from any claim by or between Customer and any third party to any amount claimed to be due under this Agreement, and among the remedies available to Textron Aviation, without limitation or exclusion of any others, shall be the right to interplead any such claimed amounts into such courts.

**Notices.** Any notice required or permitted to be given hereunder shall be in writing (unless otherwise specifically authorized herein) and shall be sufficiently given if delivered personally or transmitted by facsimile, certified mail, registered mail, or courier service. In all cases where a facsimile is transmitted, both Textron Aviation and Customer agree to provide the other with originals of the transmitted documents by courier service within one (1) calendar week of the date of the facsimile transmittal. The date of effective notice is the earliest of the date of transmitting of the facsimile, the date of personal delivery of the document, or the date of sending the document by certified mail, registered mail, or courier service. When Owner and Operator are both signatories to this Agreement, notice given to either Owner or Operator constitutes notice to both Owner and Operator.

**Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable (in whole or in part), this Agreement and all of its remaining provisions (and parts thereof) remain in effect. The "Table of Contents" and the headings in this Agreement are for convenience only and do not affect the interpretation or construction of this Agreement.

**Survivability of Rights and Remedies.** The rights and obligations contemplated herein to survive the suspension, termination, cancellation, revocation, and/or expiration of this Agreement do hereby survive, as do each Party's remedies.

**All Rights Reserved.** Copyright 2017 Textron Aviation Aircraft Company. Textron Aviation reserves all rights. Except as otherwise expressly stated in this Agreement, Textron Aviation has the right to retain for its sole benefit all monies paid or credited to Textron Aviation by Customer (or on Customer's behalf) arising from or relating to this Agreement. Textron Aviation exercises its rights without prejudice to any of its other rights or remedies at law or in equity.

**NOTES** **Rendering: 1**

NOTE: The pages in this sketch define the decorative graphics to be painted on this aircraft. Data required for aircraft certification is to be found on the applicable engineering exterior markings drawing.

ΔΩΡΕΑ / GRANT 2021

ΙΣΝ/SNF

ΙΔΡΥΜΑ ΣΤΑΥΡΟΣ ΝΙΑΡΧΟΣ
STAVROS NIARCHOS
FOUNDATION

ΕΘΝΙΚΟ ΚΕΝΤΡΟ ΑΜΕΣΗΣ ΒΟΗΘΕΙΑΣ
Ε.Σ.Υ.




SCALE 1:40

KINGAIR 350ER FM 87 DATE: 5/27/2020 DESIGNER: J Stevens

**REGISTRATION NUMBER**

Customer Approval

Note: Dimensions shown are approximate to assist in locating masking tapes.

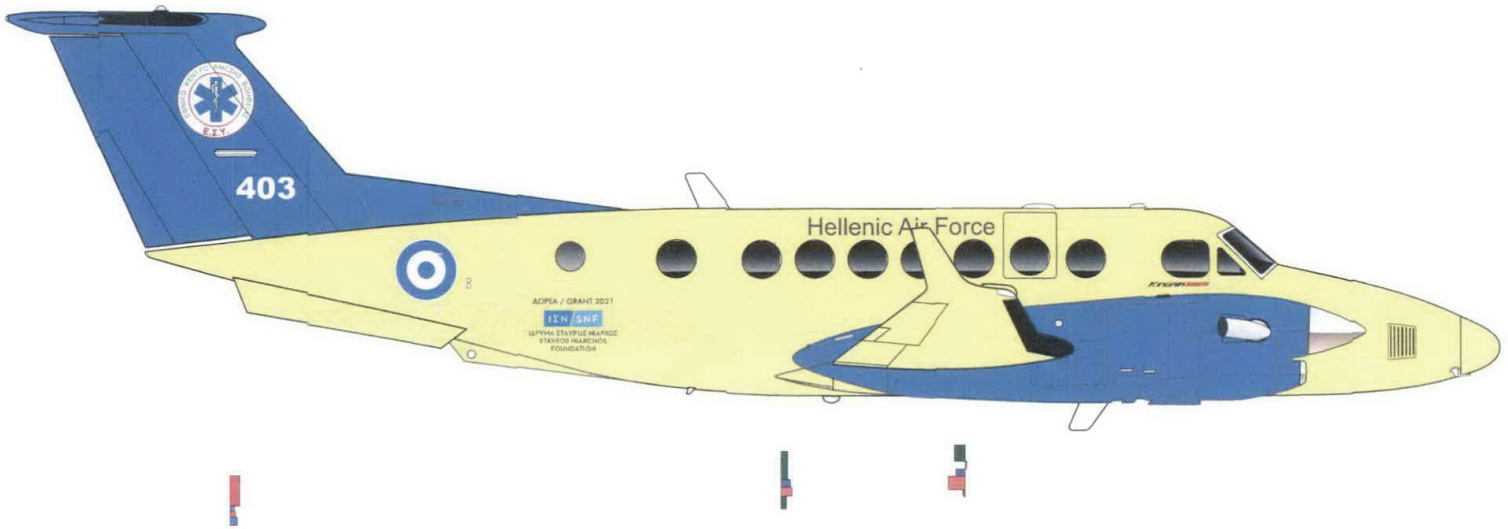
**350C- Custom**

| PAINT COLORS | | CODE |
|---|---|---|
| 1 | RAL 1016 | PC CA8800/R1016 |
| 2 | Dark Blue 15102 | PC CA8800/F15102 |
| 3 | Pantone Cool Gray 11 | PC CA8800/P11C |
| 4 | Blue Pantone 299C | PC CA8800/P299C |
| 5 | Red 11105 | PC CA8800/F11105 |
| 6 | Green Pantone 363C | PC CA8800/P363C |
| 7 | Insigna White | PC CA8800/F17875 |
| 8 | Blue Pantone 301C | PC CA8800/P301C |

## NOTES

**Rendering: 1**

NOTE: The pages in this sketch define the decorative graphics to be painted on this aircraft. Data required for aircraft certification is to be found on the applicable engineering exterior markings drawing.




SCALE 1:40

KINGAIR 350CER FM 87

DATE: 5/27/2020
DESIGNER: J Stevens

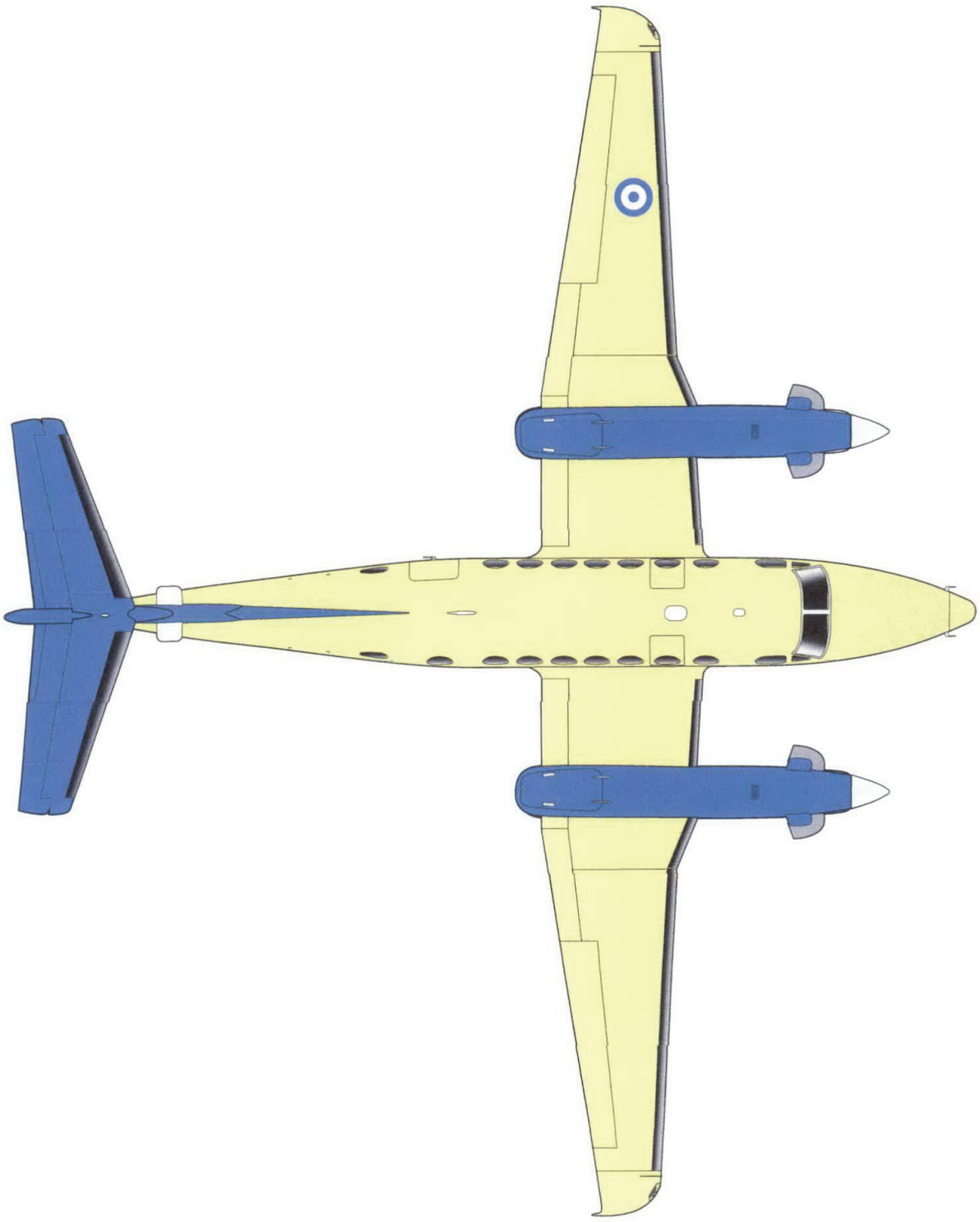
**REGISTRATION NUMBER**

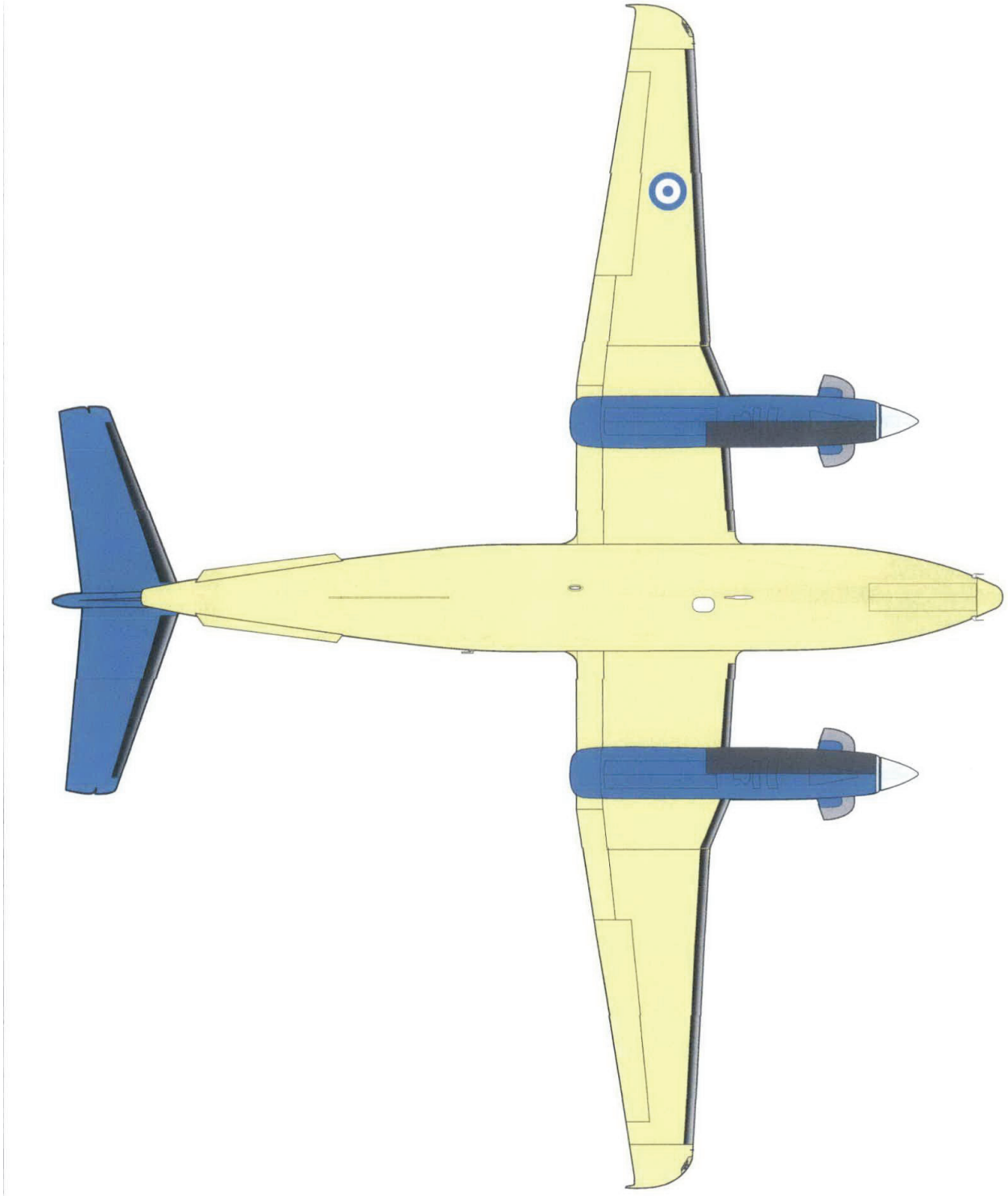
| PAINT COLORS | CODE |
|---|---|
| 1 RAL 1016 | PC CA8800/R1016 |
| 2 Dark Blue 15102 | PC CA8800/F15102 |
| 3 Pantone Cool Gray 11 | PC CA8800/TBD |
| 4 Blue Pantone 299C | PC CA8800/P299C |
| 5 Red 11105 | PC CA8800/F11105 |
| 6 Green Pantone 363C | PC CA8800/P363C |
| 7 Insigna White | PC CA8800/F17875 |
| 8 Blue Pantone 301C | PC CA8800/P301C |

Customer Approval

Note: Dimensions shown are approximate to assist in locating masking tapes.

350C- Custom





**NOTES** **Rendering: 1**

NOTE: The pages in this sketch define the decorative graphics to be painted on this aircraft. Data required for aircraft certification is to be found on the applicable engineering exterior markings drawing.

ΔΩΡΕΑ / GRANT 2021

ΙΣΝ/SNF

ΙΔΡΥΜΑ ΣΤΑΥΡΟΣ ΝΙΑΡΧΟΣ
STAVROS NIARCHOS
FOUNDATION

ΕΘΝΙΚΟ ΚΕΝΤΡΟ ΑΜΕΣΗΣ ΒΟΗΘΕΙΑΣ
Ε.Σ.Υ.




SCALE 1:40

KINGAIR 350ER FM 89 DATE: 5/27/2020 DESIGNER: J Stevens

**REGISTRATION NUMBER**

Customer Approval

Note: Dimensions shown are approximate to assist in locating masking tapes.

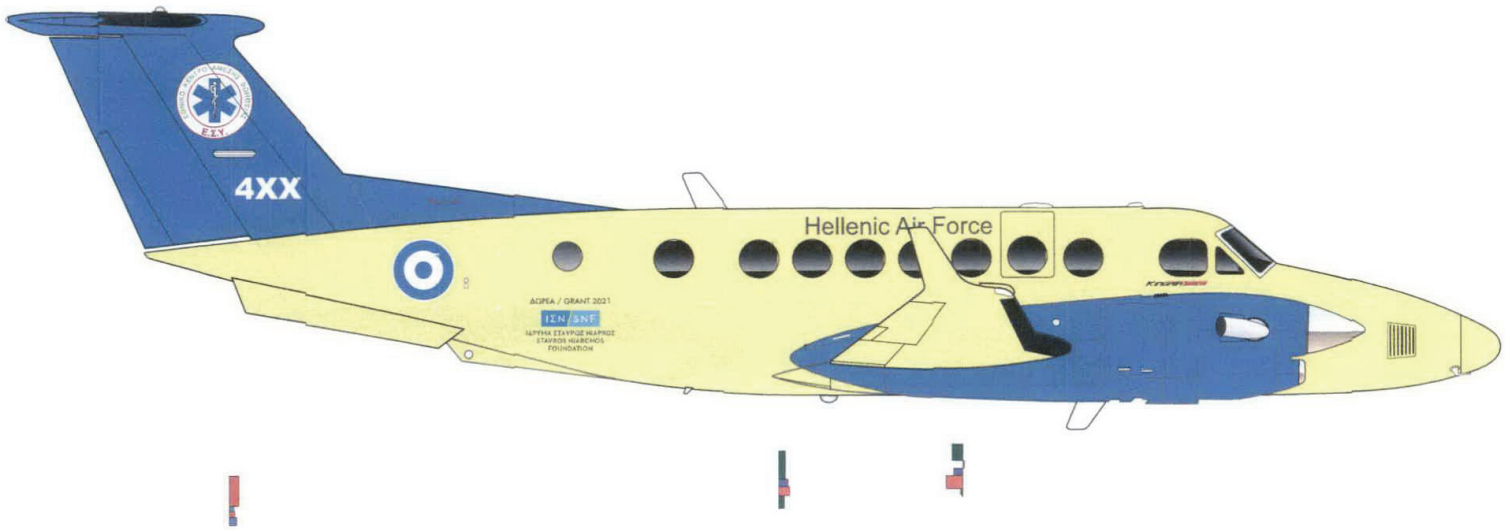
**350C- Custom**

| PAINT COLORS | | CODE |
|---|---|---|
| 1 | RAL 1016 | PC CA8800/R1016 |
| 2 | Dark Blue 15102 | PC CA8800/F15102 |
| 3 | Pantone Cool Gray 11 | PC CA8800/P11C |
| 4 | Blue Pantone 299C | PC CA8800/P299C |
| 5 | Red 11105 | PC CA8800/F11105 |
| 6 | Green Pantone 363C | PC CA8800/P363C |
| 7 | Insigna White | PC CA8800/F17875 |
| 8 | Blue Pantone 301C | PC CA8800/P301C |

## NOTES

Rendering: 1

NOTE: The pages in this sketch define the decorative graphics to be painted on this aircraft. Data required for aircraft certification is to be found on the applicable engineering exterior markings drawing.




SCALE 1:40

KINGAIR 350ER FM 89

DATE: 5/27/2020
DESIGNER: J Stevens

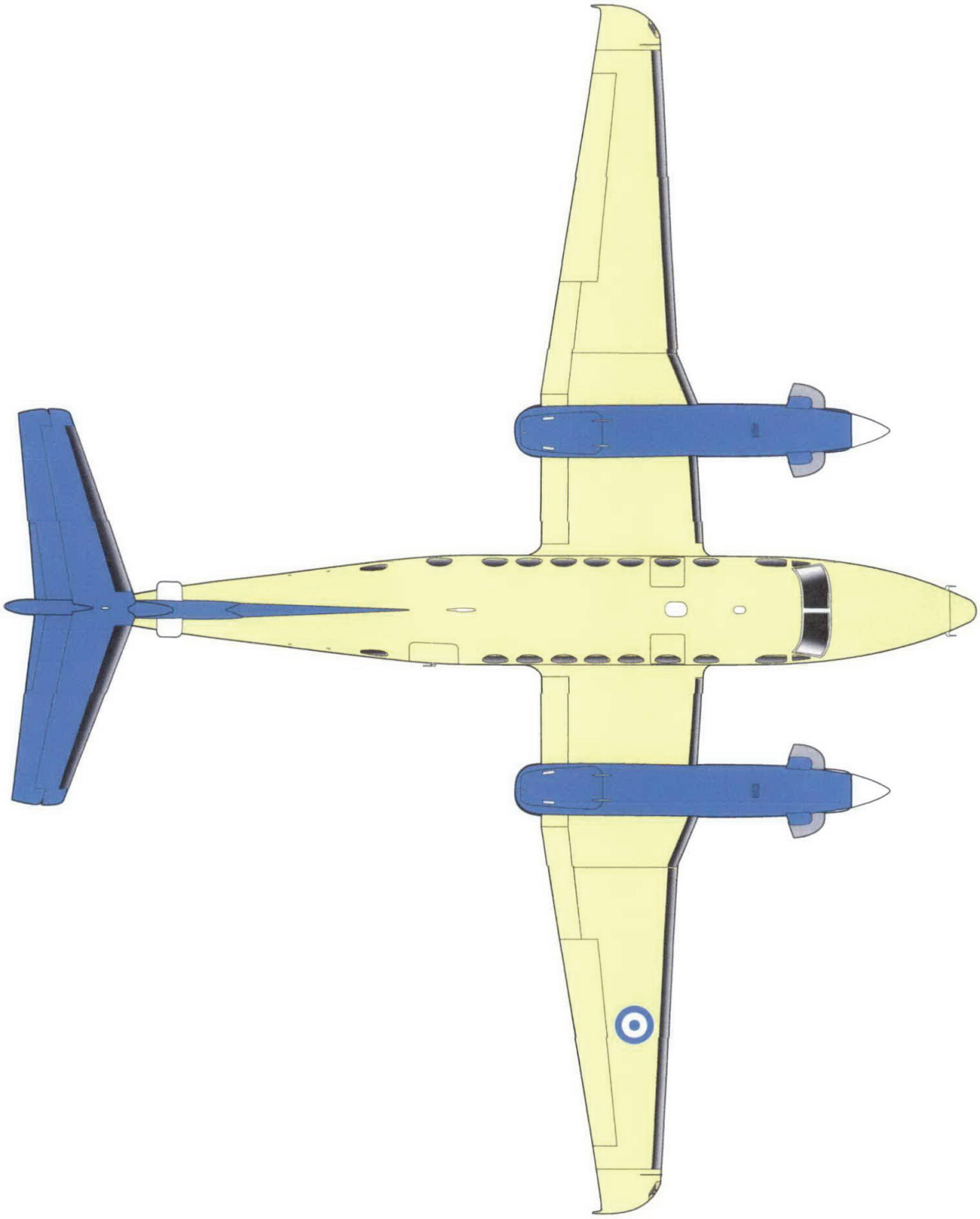
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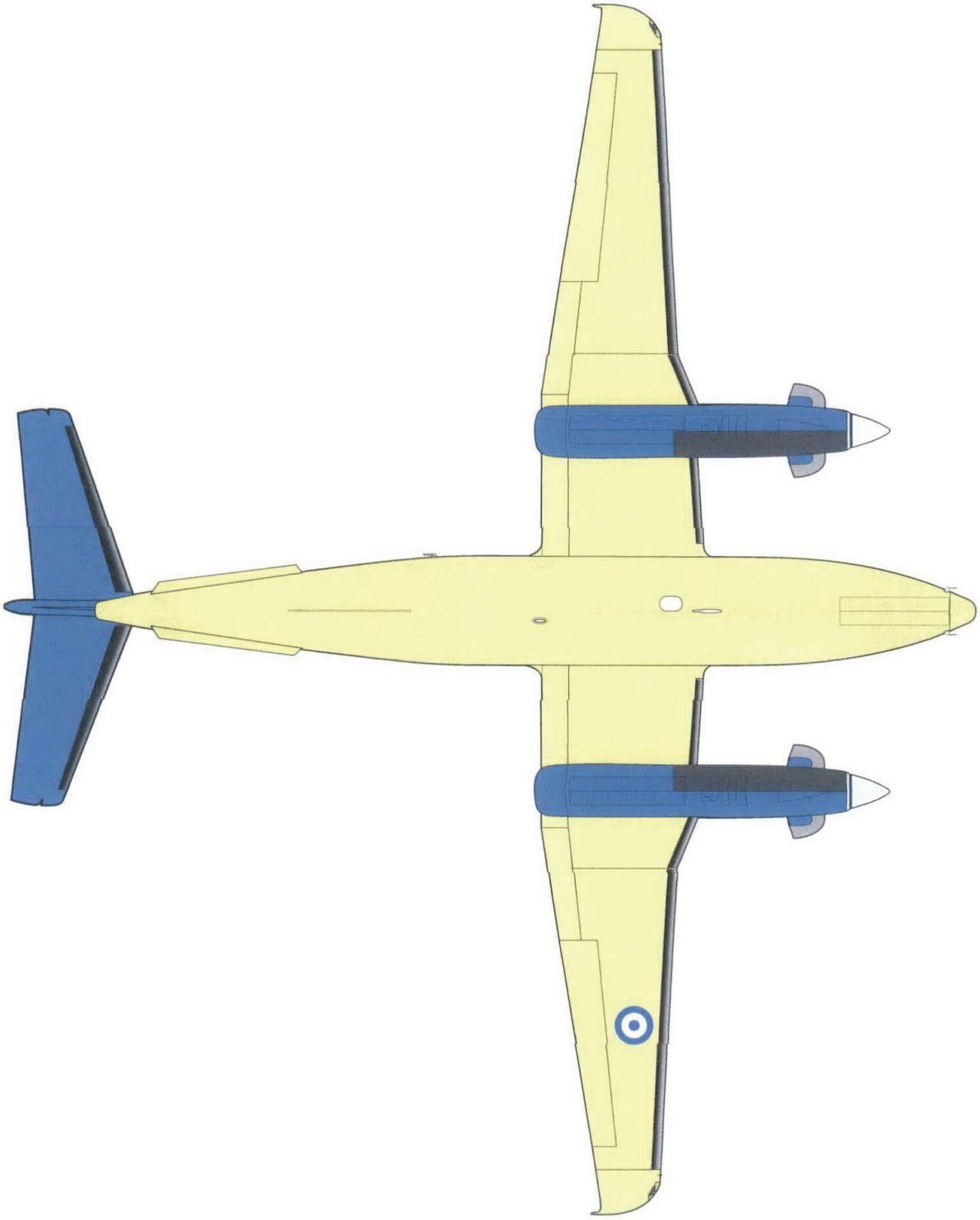
350C- Custom

Customer Approval

Note: Dimensions shown are approximate to assist in locating masking tapes.

| PAINT COLORS | | CODE |
|---|---|---|
| 1 | RAL 1016 | PC CA8800/R1016 |
| 2 | Dark Blue 15102 | PC CA8800/F15102 |
| 3 | Pantone Cool Gray 11 | PC CA8800/P11C |
| 4 | Blue Pantone 299C | PC CA8800/P299C |
| 5 | Red 11105 | PC CA8800/F11105 |
| 6 | Green Pantone 363C | PC CA8800/P363C |
| 7 | Insigna White | PC CA8800/F17875 |
| 8 | Blue Pantone 301C | PC CA8800/P301C |





**Άρθρο δεύτερο**
**Σύναψη συμβάσεων χρήσης αεροσκαφών για τη διενέργεια αεροδιακομιδών ασθενών**

1. Για το χρονικό διάστημα μέχρι και την 30ή.9.2020 σε περιοχές της Χώρας, στις οποίες δεν είναι δυνατή η κάλυψη των αναγκών αεροδιακομιδής ή μεταφοράς με τα υπάρχοντα τη δεδομένη χρονική στιγμή εναέρια μέσα ασθενών, ιδίως αυτών που πάσχουν από κορωνοϊό COVID-19, για την πληρέστερη και αμεσότερη υγειονομική τους φροντίδα σε νοσοκομεία της Χώρας δύναται να τηρούνται οι ακόλουθες διαδικασίες:

α) Να διατίθενται αεροσκάφη, μέσω ιδιωτικών δωρεών, κατάλληλα διαμορφωμένα για τη διενέργεια αεροδιακομιδών. Σε περίπτωση δωρεάς εκ μέρους φυσικών ή νομικών προσώπων πάσης φύσεως, το Ελληνικό Δημόσιο βαρύνεται με την κάλυψη όλων των εξόδων (καύσιμης ύλης, παρεπόμενων τελών ή επιβαρύνσεων) για τη διενέργεια της αερομεταφοράς.

β) Να τηρείται από το ΕΚΑΒ κατάλογος των αεροσκαφών, των λοιπών εναέριων μέσων και των χειριστών τους, που έχουν τη δυνατότητα να διενεργούν τη μεταφορά δια αέρος ασθενών, που νοσούν ιδίως από κορωνοϊό COVID-19, με πρόβλεψη αποζημίωσης χρήσης ή και αμοιβής. Σε περίπτωση ύπαρξης περισσοτέρων κατάλληλων προς διενέργεια της αεροδιακομιδής εναέριων μέσων, κριτήρια για τη σύναψη μίσθωσης είναι η αμεσότητα στην παροχή της υπηρεσίας και η χαμηλότερη προσφορά. Το ΕΚΑΒ συντάσσει τον σχετικό κατάλογο και έχει την επιμέλεια της διαρκούς επικαιροποίησής του.

γ) Εφόσον δεν υφίσταται οικειοθελώς διατιθέμενο ιδιωτικό μέσο για την αερομεταφορά ασθενών, ιδίως νοσούντων από κορωνοϊό COVID-19, ή εφόσον δεν καλύπτονται οι ανάγκες για τη μεταφορά ασθενών από τα οικειοθελώς διατιθέμενα ιδιωτικά εναέρια μέσα λόγω του πλήθους και της αυξημένης συχνότητας περιστατικών αερομεταφοράς ασθενών στη συγκεκριμένη περιοχή, καθώς και του έκτακτου χαρακτήρα τους, δύναται να διενεργείται με κοινή απόφαση των Υπουργών Οικονομικών και Υγείας επίταξη ιδιωτικού αεροσκάφους από τα εγγεγραμμένα στον κατάλογο κατάλληλων προς αεροδιακομιδή αεροσκαφών. Στην περίπτωση του πρώτου εδαφίου καταβάλλεται αποζημίωση χρήσης για την επίταξη του ιδιωτικού αεροσκάφους και την κάλυψη της αμοιβής του χειριστή του.

2. Κατά τη διάρκεια της κατά τα ανωτέρω αναγκαστικής επίταξης ή μίσθωσης, η διαχείριση του αεροσκάφους και η διάθεση του προσωπικού του, καθώς και η κατοχή του τελούν υπό την ευθύνη του ΕΚΑΒ, ως δημόσιας αρχής που συντονίζει την αεροδιακομιδή. Το ΕΚΑΒ μεριμνά για την υποστήριξη της αεροδιακομιδής με το κατάλληλο ανθρώπινο δυναμικό (διασώστες, πλήρωμα), με τη συνδρομή της οικείας Δ.Υ.Πε.. Η επίταξη δύναται να διενεργείται για χρονικό διάστημα έως τριών (3) μηνών.

3. Με κοινή απόφαση των Υπουργών Οικονομικών και Υγείας, που εκδίδεται εντός ενός (1) μηνός από την έναρξη ισχύος του παρόντος άρθρου, καθορίζονται η διαδικασία για τη διενέργεια της αποδοχής δωρεών της παρ. 1, ο τρόπος κάλυψης πάσης φύσεως εξόδων της αεροδιακομιδής, τα αναγκαία δικαιολογητικά για την κάλυψή τους, η διαδικασία κατάρτισης του καταλόγου προσφερόμενων αεροσκαφών προς μίσθωση, ο τρόπος αξιολόγησης της καταλληλότητάς τους για την εγγραφή στον κατάλογο, η αμοιβή για τη χρήση των οικειοθελώς καταχωρούμενων στον κατάλογο ιδιωτικών αεροσκαφών, ο τρόπος προσδιορισμού της αποζημίωσης χρήσης και πτητικών μέσων και των επιταχθέντων αεροσκαφών και πτητικών μέσων. Με την ίδια απόφαση προβλέπονται οι αναγκαίες πιστώσεις για την κάλυψη των ποσών αποζημίωσης χρήσης και αμοιβής παρεπόμενων παρεχόμενων υπηρεσιών.

**Άρθρο τρίτο**
**Ρυθμίσεις οφειλών μεταξύ του Υπουργείου Υγείας και της Ηλεκτρονικής Διακυβέρνησης Κοινωνικής Ασφάλισης Α.Ε. (ΗΔΙΚΑ ΑΕ)**

Οι δαπάνες του Υπουργείου Υγείας, που έγιναν κατά τα έτη 2016, 2017, 2018 και 2019, συνολικού ποσού ενός εκατομμυρίου τριακοσίων ογδόντα οκτώ χιλιάδων τετρακοσίων σαράντα τριών ευρώ και εξήντα τριών λεπτών (1.388.443,63) και αφορούν σε υπηρεσίες που παρασχέθηκαν από την ΗΔΙΚΑ ΑΕ, είναι νόμιμες και πληρώνονται στη δικαιούχο με ένταλμα πληρωμής που εκδίδει η Διεύθυνση Οικονομικής Διαχείρισης της Γενικής Διεύθυνσης Οικονομικών Υπηρεσιών του Υπουργείου Υγείας, σε βάρος των πιστώσεων του προϋπολογισμού του Υπουργείου Υγείας και με μόνα παραστατικά τα εκδοθέντα κατά τα προαναφερθέντα έτη τιμολόγια παροχής υπηρεσιών και τα πιστωτικά τιμολόγια παροχής υπηρεσιών, οι αξίες των οποίων συμψηφίζονται κατά την εκκαθάριση.

**Άρθρο τέταρτο**
**Αποζημίωση υπερωριακής εργασίας των υπαλλήλων της Διεύθυνσης Επιχειρησιακής Ετοιμότητας Έκτακτων Καταστάσεων Δημόσιας Υγείας**

Από 1.3.2020 και για χρονικό διάστημα τεσσάρων (4) μηνών, αυξάνονται το ανώτατο όριο ωρών απογευματινής υπερωριακής εργασίας, για την οποία αποζημιώνονται έως εκατό ενενήντα (190) υπάλληλοι της Κεντρικής Υπηρεσίας του Υπουργείου Υγείας, μηνιαίως, από είκοσι (20) σε σαράντα (40) ώρες ανά υπάλληλο και το ανώτατο όριο υπερωριακής εργασίας κατά τις Κυριακές και εξαιρέσιμες ημέρες εργασίας από δεκαέξι (16) σε είκοσι πέντε (25) ώρες ανά υπάλληλο. Κατά το ανωτέρω χρονικό διάστημα επιτρέπεται, κατ’ εξαίρεση, η συμμετοχή έως εκατόν ενενήντα (190) υπαλλήλων, εκτός από το συνεργείο υπερωριακής απογευματινής απασχόλησης που συστήνεται στη Διεύθυνση στην οποία υπηρετούν, και στο συνεργείο υπερωριακής απασχόλησης, κατά τις Κυριακές και εξαιρέσιμες ημέρες εργασίας, που συστήνεται στη Διεύθυνση Επιχειρησιακής Ετοιμότητας Εκτάκτων Καταστάσεων Δημόσιας Υγείας, στην οποία διατίθενται κατόπιν απόφασης του Υπουργού Υγείας. Τυχόν δε ήδη διενεργηθείσα υπερωριακή απασχόληση εντός των προαναφερόμενων ορίων λογίζεται ως νόμιμη δαπάνη.

**Άρθρο πέμπτο**
**Μετακινήσεις προσωπικού Φορέων Παροχής Υπηρεσιών Υγείας (Φ.Π.Υ.Υ.)**

Οι μετακινήσεις του πάσης φύσεως προσωπικού των Φορέων Παροχής Υπηρεσιών Υγείας (Φ.Π.Υ.Υ.) εντός της ίδιας Υ.Πε. ή μεταξύ διαφορετικών Υ.Πε., που έχουν πραγματοποιηθεί με αποφάσεις των οικείων διοικητών, σύμφωνα με το άρθρο 24 του ν. 3599/2007 (Α΄ 176), ανεξαρτήτως του χρονικού σημείου λήξεως αυτών, παρατείνονται αυτοδικαίως από τη λήξη τους μέχρι την 31η.12.2020.

**Άρθρο έκτο**
**Ιδιωτικοί φορείς πρωτοβάθμιας φροντίδας υγείας**

Η παρ. 19 του άρθρου 66 του ν. 3984/2011 (Α΄ 150) αντικαθίσταται ως εξής:

«19. Επιτρέπεται στους φορείς των παρ. 2β και 2γ του άρθρου 1 του π.δ. 84/2001 (Α΄ 70), ανεξαρτήτως του χρόνου κατά τον οποίο έχουν λάβει την άδεια ή βεβαίωση λειτουργίας τους, υπό την προϋπόθεση της τήρησης του ν. 4495/2017 (Α΄ 167) και εν γένει της κείμενης νομοθεσίας για την αυθαίρετη δόμηση, να στεγάζουν τα εργαστήρια των Β΄ και Γ΄ Τμημάτων του Δεύτερου Μέρους του Παραρτήματος Α΄, σε χώρους κτιρίων που δεν είναι χαρακτηρισμένοι ως χώροι κύριας χρήσης. Οι χώροι αυτοί των εργαστηρίων δεν προσμετρώνται στον συντελεστή δόμησης του οικοπέδου. Στους χώρους αυτούς πρέπει να εξασφαλίζεται ο απαραίτητος για τη λειτουργία τους τεχνητός φωτισμός και αερισμός. Το σύνολο των χώρων των ως άνω φορέων υπάγεται, ως προς τον κανονισμό πυροπροστασίας, στην κατηγορία “Γραφεία”.».

**Άρθρο έβδομο**
**Παράταση συμβάσεων εργασίας επικουρικού προσωπικού του Εθνικού Οργανισμού Φαρμάκων (ΕΟΦ)**

Συμβάσεις εργασίας ιδιωτικού δικαίου ορισμένου χρόνου ΠΕ φαρμακοποιών, ΠΕ Χημικών και ΠΕ Βιολόγων του Εθνικού Οργανισμού Φαρμάκων, οι οποίες λήγουν από τη δημοσίευση του παρόντος μέχρι και την 30ή.11.2020, παρατείνονται μέχρι την 31η.12.2020 με τους ίδιους όρους, προκειμένου αυτοί να επικουρούν το έργο της Επιτροπής Αξιολόγησης και Αποζημίωσης Φαρμάκων Ανθρώπινης Χρήσης και της Επιτροπής Διαπραγμάτευσης Τιμών Φαρμάκων.

**Άρθρο όγδοο**
**Αποζημίωση φαρμακοποιών και βοηθών φαρμακείων του Εθνικού Οργανισμού Παροχής Υπηρεσιών Υγείας με σύμβαση ορισμένου χρόνου**

Δαπάνες που έχουν πραγματοποιηθεί μέχρι τη δημοσίευση του παρόντος και αφορούν στην κάλυψη των αναγκών της απογευματινής λειτουργίας των φαρμακείων του ΕΟΠΥΥ, σύμφωνα με την παρ. 12 του άρθρου 13 του ν. 4052/2012 (Α΄ 41), από φαρμακοποιούς και βοηθούς φαρμακείου που απασχολούνται στον ΕΟΠΥΥ είτε με σύμβαση έργου ορισμένου χρόνου με δελτίο παροχής υπηρεσιών είτε με σύμβαση εργασίας ορισμένου χρόνου είτε ως επικουρικοί, αναγνωρίζονται, εκκαθαρίζονται και εξοφλούνται κανονικά.

**Άρθρο ένατο**
**Όροι και προϋποθέσεις λειτουργίας Μονάδων Ημερήσιας Νοσηλείας (Μ.Η.Ν.)**

Η παρ. 2 του άρθρου 30 του ν. 4486/2017 (Α΄ 116) αντικαθίσταται ως εξής:

«2. Οι ήδη λειτουργούσες αυτοτελείς Μονάδες Ημερήσιας Νοσηλείας (Μ.Η.Ν.), ανεξάρτητα από την αρχή από την οποία έχουν αδειοδοτηθεί, υποχρεούνται να προσαρμοστούν στις διατάξεις του άρθρου, εντός προθεσμίας είκοσι οκτώ (28) μηνών από τη δημοσίευση των υπουργικών αποφάσεων των παρ. 5 και 7. Εάν η προθεσμία αυτή παρέλθει άπρακτη, η λειτουργία τους διακόπτεται. Οι αρμόδιες υπηρεσίες των περιφερειών, μετά από έλεγχο της επιτροπής του άρθρου 4 του π.δ. 247/1991 (Α΄ 93), υποχρεούνται σε επανεξέταση και έκδοση νέων βεβαιώσεων, σύμφωνα με τις διατάξεις του παρόντος και βάσει των όρων, των προϋποθέσεων και των προδιαγραφών των ανωτέρω υπουργικών αποφάσεων.».

**Άρθρο δέκατο**
**Σύσταση Αυτοτελούς Τμήματος Θεραπευτικών Πρωτοκόλλων και Μητρώων Ασθενών**

1. Μετά το άρθρο 33 του π.δ. 121/2017 (Α΄ 148), προστίθεται άρθρο 33Α ως εξής:

«Άρθρο 33 Α
Σύσταση Αυτοτελούς Τμήματος Θεραπευτικών Πρωτοκόλλων και Μητρώων Ασθενών

1. Το Αυτοτελές Τμήμα Θεραπευτικών Πρωτοκόλλων και Μητρώων Ασθενών έχει ως σκοπό την ανάπτυξη, επεξεργασία και επικαιροποίηση διαγνωστικών και θεραπευτικών πρωτοκόλλων συνταγογράφησης, καθώς και μητρώων ασθενών.

2. Οι αρμοδιότητες του Αυτοτελούς Τμήματος Θεραπευτικών Πρωτοκόλλων και Μητρώων Ασθενών είναι οι εξής:

α. Η συνεργασία με τις αρμόδιες υπηρεσίες του Υπουργείου Υγείας ή άλλων Υπουργείων και Οργανισμών για την ανάπτυξη, επεξεργασία, επικαιροποίηση και ψηφιοποίηση των διαγνωστικών και θεραπευτικών πρωτοκόλλων συνταγογράφησης.

β. Η συνεργασία με τις αρμόδιες υπηρεσίες του Υπουργείου Υγείας ή άλλων Υπουργείων και Οργανισμών για τη δημιουργία, επικαιροποίηση και μηχανογράφηση των μητρώων ασθενών.

γ. Η διαμόρφωση και παραμετροποίηση των κλινικών δεδομένων με ενιαία μορφή για το ΕΣΥ.

δ. Η συνεργασία με τις αρμόδιες υπηρεσίες του Υπουργείου Υγείας για τη διαμόρφωση εθνικής στρατηγικής ανάπτυξης μητρώων ασθενών και τη διαχείριση των εθνικών μητρώων ασθενών.

ε. Η ανάπτυξη κλινικών πρωτοκόλλων, τα οποία θα ενσωματωθούν στα πληροφοριακά συστήματα των νοσοκομείων και θα διασυνδεθούν με το σύστημα των Κλειστών Ενοποιημένων Νοσηλίων (KEN/DRGs).

στ. Η ανάπτυξη μηχανισμών παρακολούθησης της εφαρμογής των θεραπευτικών πρωτοκόλλων συνταγογράφησης και των Μητρώων Ασθενών (δείκτες audit), που θα αξιοποιηθούν στην εισαγωγή κανόνων ορθής συνταγογράφησης.

ζ. Η συνεργασία με την ΗΔΙΚΑ ΑΕ για την ανάπτυξη, επεξεργασία, επικαιροποίηση και ψηφιοποίηση των διαγνωστικών και θεραπευτικών πρωτοκόλλων συνταγογράφησης, για τη δημιουργία, επικαιροποίηση και μηχανογράφηση των μητρώων ασθενών, καθώς και για την ενσωμάτωση αυτών στα πληροφοριακά συστήματα που λειτουργεί η ΗΔΙΚΑ ΑΕ για λογαριασμό του Υπουργείου Υγείας.

η. Η συνεργασία με εποπτευόμενους από το Υπουργείο Υγείας φορείς, όπως τον Εθνικό Οργανισμό Φαρμάκων, τον Εθνικό Οργανισμό Παροχής Υπηρεσιών Υγείας, την Επιτροπή Αξιολόγησης και Αποζημίωσης Φαρμάκων Ανθρώπινης Χρήσης και την Ανώνυμη Εταιρεία «Κέντρο Τεκμηρίωσης και Κοστολόγησης Νοσοκομειακών Υπηρεσιών ανώνυμη εταιρεία» (ΚΕΤΕΚΝΥ ΑΕ) - Ελληνικό Ινστιτούτο DRGs, με σχετικές επιτροπές που έχουν συγκροτηθεί με αποφάσεις του Υπουργού Υγείας, με άλλα τμήματα ή διευθύνσεις ή όργανα του Υπουργείου Υγείας, με επιστημονικές ιατρικές εταιρείες, συλλόγους ασθενών, καθώς και με επιστημονικές ομάδες εργασίας και επιτροπές με συναφές αντικείμενο για την επίτευξη των σκοπών του τμήματος.

θ. Η εισήγηση για συγκρότηση επιστημονικών ομάδων εργασίας με αντικείμενο τη γνωμοδότηση σχετικά με την ανάπτυξη, επεξεργασία και επικαιροποίηση των διαγνωστικών και θεραπευτικών πρωτοκόλλων συνταγογράφησης ή/και τη δημιουργία, επεξεργασία και επικαιροποίηση των μητρώων ασθενών.

ι. Η αξιολόγηση και στατιστική επεξεργασία ανωνυμοποιημένων δεδομένων από τη χρήση των διαγνωστικών και θεραπευτικών πρωτοκόλλων συνταγογράφησης και των μητρώων ασθενών για σκοπούς δημοσίου συμφέροντος και βελτίωσης της παρεχόμενης φροντίδας στον τομέα της υγείας, για σκοπούς αρχειοθέτησης, επιστημονικής έρευνας ή στατιστικούς σκοπούς, σύμφωνα με τις προϋποθέσεις της παρ. 3 του άρθρου 83 του ν. 4600/2019 (Α΄ 43).

3. Το τμήμα στελεχώνεται από μόνιμους και με σχέση εργασίας ιδιωτικού δικαίου αορίστου χρόνου υπαλλήλους του Υπουργείου Υγείας, που τοποθετούνται με απόφαση του Υπουργού Υγείας. Παρέχεται η δυνατότητα να αποσπώνται για χρονικό διάστημα έως και δύο (2) έτη στο εν λόγω τμήμα υπάλληλοι, μόνιμοι και με σχέση εργασίας ιδιωτικού δικαίου αορίστου χρόνου, που υπηρετούν σε νομικά πρόσωπα δημοσίου ή ιδιωτικού δικαίου, που εποπτεύονται από το Υπουργείο Υγείας, με απόφαση του αρμοδίου οργάνου του Υπουργείου Υγείας, κατά παρέκκλιση από κάθε άλλη διάταξη.».

2. Στο άρθρο 41 του π.δ. 121/2017, προστίθεται στοιχείο (29) ως εξής:

«29. ΑΥΤΟΤΕΛΕΣ ΤΜΗΜΑ ΘΕΡΑΠΕΥΤΙΚΩΝ ΠΡΩΤΟΚΟΛΛΩΝ ΚΑΙ ΜΗΤΡΩΩΝ ΑΣΘΕΝΩΝ ΠΕ ΙΑΤΡΩΝ η ΠΕ ΔΙΟΙΚΗΤΙΚΟΥ».

**Άρθρο ενδέκατο**
**Παράταση συμβάσεων με παρόχους του ΕΟΠΥΥ κατά την περίοδο της διάδοσης του κορωνοϊού COVID-19**

Το άρθρο 22 του ν. 4683/2020 (Α΄ 83) αντικαθίσταται ως εξής:

«Άρθρο 22

Παράταση συμβάσεων με παρόχους του ΕΟΠΥΥ κατά την περίοδο της διάδοσης του κορωνοϊού COVID-19

1. Εφόσον εξακολουθεί να υφίσταται άμεσος κίνδυνος εμφάνισης και διασποράς του κορωνοϊού COVID-19, η έλλειψη του οποίου βεβαιώνεται με απόφαση του Υπουργού Υγείας, η ισχύς των συμβάσεων που έχουν συναφθεί μεταξύ του ΕΟΠΥΥ και των κάτωθι κατηγοριών παροχών του και αφορούν:

α) παροχή υγειονομικού υλικού και ιατροτεχνολογικών προϊόντων,

β) παροχή ακουστικών βαρηκοΐας, ορθοπεδικών και αναπνευστικών συσκευών / ειδών,

γ) παροχή διαιτητικών τροφίμων που προορίζονται για ειδικούς ιατρικούς σκοπούς,

δ) παροχή οπτικών ειδών και

ε) στέγες υποστηριζόμενης διαβίωσης,

παρατείνεται αυτοδίκαια με τους ίδιους όρους αναδρομικά από την ημερομηνία της λήξης τους, εφόσον αυτή έλαβε χώρα από 1.1.2020 και για χρονικό διάστημα τριών (3) μηνών από τη δημοσίευση του παρόντος και σε κάθε περίπτωση όχι πέραν της 10ης.10.2020.

2. Παρατείνεται αυτοδίκαια με τους ίδιους όρους και η ισχύς των συμβάσεων της παρ. 1 που λήγουν εντός τριμήνου από τη δημοσίευση του παρόντος και για χρονικό διάστημα τριών (3) μηνών από την ημερομηνία λήξης τους και σε κάθε περίπτωση όχι πέραν της 10ης.10.2020.

**Άρθρο δωδέκατο**
**Ζητήματα προσωπικού**

Το άρθρο δεύτερο της από 25.2.2020 Πράξης Νομοθετικού Περιεχομένου «Κατεπείγοντα μέτρα αποφυγής και περιορισμού της διάδοσης κορωνοϊού» (Α΄ 42), όπως κυρώθηκε με το άρθρο 1 του ν. 4682/2020 (Α΄ 76), αντικαθίσταται ως εξής:

«Άρθρο δεύτερο
Ζητήματα προσωπικού

Ο Γενικός Γραμματέας Υπηρεσιών Υγείας δύναται να μετακινεί για χρονικό διάστημα ενός (1) μηνός, με δυνατότητα παράτασης έως και έξι (6) μήνες ακόμη από τη δημοσίευση του παρόντος, ιατρικό, νοσηλευτικό και πάσης φύσεως βοηθητικό προσωπικό των νοσηλευτικών ιδρυμάτων αρμοδιότητάς του από νοσοκομεία, κέντρα υγείας ή υγειονομικούς φορείς μη πληττόμενων περιοχών σε πληττόμενες περιοχές από τη διάδοση του κορωνοϊού προς τον σκοπό προστασίας της δημόσιας υγείας. Ο Πρόεδρος του Εθνικού Κέντρου Άμεσης Βοήθειας (ΕΚΑΒ) δύναται να μετακινεί για χρονικό διάστημα ενός (1) μηνός, με δυνατότητα παράτασης έως και έξι (6) μήνες ακόμη από τη δημοσίευση του παρόντος, προσωπικό του ΕΚΑΒ από παραρτήματα του ΕΚΑΒ μη πληττόμενων περιοχών σε πληττόμενες περιοχές από τη διάδοση της ασθένειας προς τον σκοπό προστασίας της δημόσιας υγείας. Τυχόν

μη συμμόρφωση με το περιεχόμενο της απόφασης μετακίνησης του ιατρικού, νοσηλευτικού και λοιπού βοηθητικού προσωπικού ή του προσωπικού του ΕΚΑΒ συνιστά πειθαρχικό παράπτωμα που επισύρει κατ’ ελάχιστον την ποινή της περ. β΄ της παρ. 1 του άρθρου 109 του ν. 3528/2007 (Α΄ 26). Με απόφαση του Γενικού Γραμματέα Υπηρεσιών Υγείας δύναται να εντάσσεται στο δυναμικό της πρωτοβάθμιας φροντίδας υγείας, των νοσοκομείων, καθώς και κάθε οργανικής μονάδας του Εθνικού Συστήματος Υγείας εν γένει, εθελοντικό ιατρικό, νοσηλευτικό και λοιπό βοηθητικό προσωπικό και να του ανατίθενται καθήκοντα για ορισμένο χρονικό διάστημα για την καταπολέμηση της έκτακτης ανάγκης δημόσιας υγείας.

**Άρθρο δέκατο τρίτο**
**Ζητήματα δημόσιων συμβάσεων**

Το άρθρο τρίτο της από 25.2.2020 Πράξης Νομοθετικού Περιεχομένου «Κατεπείγοντα μέτρα αποφυγής και περιορισμού της διάδοσης κορωνοϊού» (Α΄ 42), όπως κυρώθηκε με το άρθρο 1 του ν. 4682/2020 (Α΄ 76), αντικαθίσταται ως εξής:

«Άρθρο τρίτο
Ζητήματα δημοσίων συμβάσεων

1. Για το χρονικό διάστημα έως την 30η.9.2020 και εφόσον εξακολουθεί να υφίσταται άμεσος κίνδυνος εμφάνισης και διάδοσης κορωνοϊού, η ανώνυμη εταιρεία με την επωνυμία «Ινστιτούτο φαρμακευτικής Έρευνας και Τεχνολογίας Α.Ε.» δύναται, κατά παρέκκλιση όλων των κείμενων εθνικών διατάξεων περί δημοσίων συμβάσεων, να απευθύνει πρόσκληση για απευθείας αγορά υγειονομικού υλικού, ατομικών μέτρων προστασίας και φαρμάκων προς τον σκοπό της κάλυψης της έκτακτης ανάγκης προστασίας της δημόσιας υγείας. Η πρόσκληση αναρτάται στην ιστοσελίδα της εταιρείας για χρονικό διάστημα τριών (3) ημερών και δύναται να απευθύνεται σε κάθε επιχείρηση πώλησης και διάθεσης υγειονομικού υλικού και φαρμάκων. Η σύμβαση συνάπτεται με μοναδικά κριτήρια τη χαμηλότερη προσφορά και την επίτευξη αγοράς ικανών ποσοτήτων για την αντιμετώπιση των έκτακτων υγειονομικών αναγκών.

2. Για το χρονικό διάστημα έως την 30η.9.2020 και εφόσον εξακολουθεί να υφίσταται άμεσος κίνδυνος εμφάνισης και διάδοσης κορωνοϊού, διαδικασίες έκτακτης προμήθειας κάθε αναγκαίου υγειονομικού υλικού, πάσης φύσεως φαρμάκων, κάθε ενδεδειγμένου μέσου ατομικής ή συλλογικής προστασίας από τη διάδοση του κορωνοϊού μπορούν να διενεργούνται από οποιαδήποτε αναθέτουσα αρχή αρμοδιότητας ή εποπτείας του Υπουργείου Υγείας ή να ανατίθενται από οποιαδήποτε αναθέτουσα αρχή αρμοδιότητας ή εποπτείας του Υπουργείου Υγείας στην Εθνική Κεντρική Αρχή Προμηθειών Υγείας (ΕΚΑΠΥ) κατά παρέκκλιση όλων των κείμενων εθνικών διατάξεων περί δημοσίων συμβάσεων. Η ΕΚΑΠΥ ή η οποιαδήποτε αναθέτουσα αρχή αρμοδιότητας ή εποπτείας του Υπουργείου Υγείας απευθύνει πρόσκληση για απευθείας αγορά υγειονομικού υλικού, ατομικών μέτρων προστασίας και φαρμάκων προς τον σκοπό της κάλυψης της ανωτέρω έκτακτης ανάγκης. Η πρόσκληση αναρτάται μέσω της ιστοσελίδας του Υπουργείου Υγείας για χρονικό διάστημα τριών (3) ημερών και δύναται να απευθύνεται σε κάθε επιχείρηση πώλησης και διάθεσης υγειονομικού υλικού και φαρμάκων. Η σύμβαση συνάπτεται με μοναδικά κριτήρια τη χαμηλότερη προσφορά και την επίτευξη αγοράς ικανών ποσοτήτων για την αντιμετώπιση των έκτακτων υγειονομικών αναγκών.».

**Άρθρο δέκατο τέταρτο**
**Ζητήματα αναγκαστικής διάθεσης χώρων**

Το άρθρο τέταρτο της από 25.2.2020 Πράξης Νομοθετικού Περιεχομένου «Κατεπείγοντα μέτρα αποφυγής και περιορισμού της διάδοσης κορωνοϊού» (Α΄ 42), όπως κυρώθηκε με το άρθρο 1 του ν. 4682/2020 (Α΄ 76), αντικαθίσταται ως εξής:

«Άρθρο τέταρτο
Ζητήματα αναγκαστικής διάθεσης χώρων

Για το χρονικό διάστημα έως την 30η.9.2020 και εφόσον εξακολουθεί να υφίσταται άμεσος κίνδυνος διάδοσης του κορωνοϊού COVID-19, δύναται να διατάσσεται, με κοινή απόφαση των Υπουργών Οικονομικών και Υγείας, η αναγκαστική διάθεση στο Δημόσιο για κάλυψη αναγκών δημόσιας υγείας, κλινών ιδιωτικών θεραπευτηρίων και κλινικών, κλινών Μονάδων Εντατικής Θεραπείας (ΜΕΘ), ξενοδοχείων, ιδιωτικών χώρων παροχής υπηρεσιών στέγασης, άλλων δημόσιων ιδιοκτησιών ή ιδιοκτησιών νομικών προσώπων δημοσίου δικαίου για την κάλυψη έκτακτων αναγκών δημόσιας υγείας που συνδέονται με την αντιμετώπιση του κορωνοϊού COVID-19, εφόσον αυτές δεν μπορούν να αντιμετωπιστούν με διαφορετικό τρόπο. Με την ανωτέρω απόφαση ορίζονται οι συγκεκριμένες ανάγκες δημόσιας υγείας, οι δεσμευόμενες ποσότητες υλικών και εγκαταστάσεων, ο χρόνος δέσμευσης, ο τρόπος αποζημίωσης των αναγκαστικά διατιθέμενων προς χρήση για τη δημόσια υγεία υλικών ή και εγκαταστάσεων, καθώς και κάθε σχετική λεπτομέρεια για την εφαρμογή του παρόντος.».

**Άρθρο δέκατο πέμπτο**
**Ανάθεση καθηκόντων συντονισμού τμημάτων ή μονάδων του ΕΣΥ**

1. Συντονιστές Διευθυντές, οι οποίοι μετατίθενται σε κενή οργανική θέση Διευθυντών, δεν αναλαμβάνουν αυτοδίκαια τον συνολικό συντονισμό του τμήματος ή της μονάδας στην οποία μετατέθηκαν, εφόσον στην ίδια οργανική μονάδα υπηρετούν ήδη Διευθυντές σε άλλες υφιστάμενες οργανικές θέσεις.

2. Στην περίπτωση της παρ. 1 ο υπεύθυνος για τον συνολικό συντονισμό του τμήματος ή της μονάδας ορίζεται με απόφαση του Διοικητή του Νοσοκομείου, με υποψηφίους όλους τους υπηρετούντες σε οργανική ή προσωποπαγή θέση Διευθυντή, με βαθμό Διευθυντή ή Συντονιστή Διευθυντή.

3. Η διαδικασία αξιολόγησης, τα κριτήρια, ο χρόνος προκήρυξης της θέσης και κάθε σχετική λεπτομέρεια ορίζονται με απόφαση του Υπουργού Υγείας, που εκδίδεται μέσα σε έξι (6) μήνες από τη δημοσίευση του παρόντος. Κάθε διαδικασία κρίσεως για την ανάθεση καθηκόντων συντονισμού τμημάτων ή μονάδων του ΕΣΥ, λόγω μετάθεσης σε οργανικές μονάδες του ΕΣΥ

ιατρών με βαθμό Συντονιστή Διευθυντή, αναστέλλεται για χρονικό διάστημα έξι (6) μηνών.

4. Το παρόν καταλαμβάνει και όλες τις εκκρεμείς αιτήσεις συντονιστών διευθυντών της παρ. 1, για ανάθεση καθηκόντων συντονισμού τμήματος ή μονάδας.

**Άρθρο δέκατο έκτο**
**Μέτρα ενίσχυσης της απασχόλησης**

Στην περ. γ΄ της παρ. 3 του άρθρου 31 του ν. 4690/2020 (Α΄ 104) προστίθεται τρίτο εδάφιο ως εξής:

«Κατ’ εξαίρεση, για το χρονικό διάστημα από 15.6.2020 έως 31.7.2020, οι εργοδοτικές ασφαλιστικές εισφορές που αντιστοιχούν στον χρόνο κατά τον οποίο οι εργαζόμενοι δεν απασχολούνται, καταβάλλονται από τον Κρατικό Προϋπολογισμό κατά ποσοστό 60%.».

**Άρθρο δέκατο έβδομο**

Η ισχύς του νόμου αυτού αρχίζει από τη δημοσίευσή του στην Εφημερίδα της Κυβερνήσεως, εκτός αν άλλη διάταξη ορίζει διαφορετικά.

Παραγγέλλομε τη δημοσίευση του παρόντος στην Εφημερίδα της Κυβερνήσεως και την εκτέλεσή του ως νόμου του Κράτους.

Αθήνα, 15 Ιουνίου 2020

Η Πρόεδρος της Δημοκρατίας
**ΚΑΤΕΡΙΝΑ ΣΑΚΕΛΛΑΡΟΠΟΥΛΟΥ**

Οι Υπουργοί

Οικονομικών
**ΧΡΗΣΤΟΣ ΣΤΑΪΚΟΥΡΑΣ**

Ανάπτυξης και Επενδύσεων
**ΣΠΥΡΙΔΩΝ - ΑΔΩΝΙΣ ΓΕΩΡΓΙΑΔΗΣ**

Εθνικής Άμυνας
**ΝΙΚΟΛΑΟΣ ΠΑΝΑΓΙΩΤΟΠΟΥΛΟΣ**

Εργασίας και Κοινωνικών Υποθέσεων
**ΙΩΑΝΝΗΣ ΒΡΟΥΤΣΗΣ**

Υγείας
**ΒΑΣΙΛΕΙΟΣ ΚΙΚΙΛΙΑΣ**

Περιβάλλοντος και Ενέργειας
**ΚΩΝΣΤΑΝΤΙΝΟΣ ΧΑΤΖΗΔΑΚΗΣ**

Εσωτερικών
**ΠΑΝΑΓΙΩΤΗΣ ΘΕΟΔΩΡΙΚΑΚΟΣ**

Υποδομών και Μεταφορών
**ΚΩΝΣΤΑΝΤΙΝΟΣ ΚΑΡΑΜΑΝΛΗΣ**

Ναυτιλίας και Νησιωτικής Πολιτικής
**ΙΩΑΝΝΗΣ ΠΛΑΚΙΩΤΑΚΗΣ**

Επικρατείας
**ΚΥΡΙΑΚΟΣ ΠΙΕΡΡΑΚΑΚΗΣ**

*Θεωρήθηκε και τέθηκε η Μεγάλη Σφραγίδα του Κράτους.*

Αθήνα, 15 Ιουνίου 2020

Ο επί της Δικαιοσύνης Υπουργός
**ΚΩΝΣΤΑΝΤΙΝΟΣ ΤΣΙΑΡΑΣ**

## ΕΘΝΙΚΟ ΤΥΠΟΓΡΑΦΕΙΟ

Το Εθνικό Τυπογραφείο αποτελεί δημόσια υπηρεσία υπαγόμενη στην Προεδρία της Κυβέρνησης και έχει την ευθύνη τόσο για τη σύνταξη, διαχείριση, εκτύπωση και κυκλοφορία των Φύλλων της Εφημερίδας της Κυβερνήσεως (ΦΕΚ), όσο και για την κάλυψη των εκτυπωτικών - εκδοτικών αναγκών του δημοσίου και του ευρύτερου δημόσιου τομέα (ν. 3469/2006/Α΄ 131 και π.δ. 29/2018/Α΄58).

### 1. ΦΥΛΛΟ ΤΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ (ΦΕΚ)

• Τα **ΦΕΚ σε ηλεκτρονική μορφή** διατίθενται δωρεάν στο **www.et.gr**, την επίσημη ιστοσελίδα του Εθνικού Τυπογραφείου. Όσα ΦΕΚ δεν έχουν ψηφιοποιηθεί και καταχωριστεί στην ανωτέρω ιστοσελίδα, ψηφιοποιούνται και αποστέλλονται επίσης δωρεάν με την υποβολή αίτησης, για την οποία αρκεί η συμπλήρωση των αναγκαίων στοιχείων σε ειδική φόρμα στον ιστότοπο www.et.gr.

• Τα **ΦΕΚ σε έντυπη μορφή** διατίθενται σε μεμονωμένα φύλλα είτε απευθείας από το Τμήμα Πωλήσεων και Συνδρομητών, είτε ταχυδρομικά με την αποστολή αιτήματος παραγγελίας μέσω των ΚΕΠ, είτε με ετήσια συνδρομή μέσω του Τμήματος Πωλήσεων και Συνδρομητών. Το κόστος ενός ασπρόμαυρου ΦΕΚ από 1 έως 16 σελίδες είναι 1,00 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,20 €. Το κόστος ενός έγχρωμου ΦΕΚ από 1 έως 16 σελίδες είναι 1,50 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,30 €. Το τεύχος Α.Σ.Ε.Π. διατίθεται δωρεάν.

• **Τρόποι αποστολής κειμένων προς δημοσίευση:**

Α. Τα κείμενα προς δημοσίευση στο ΦΕΚ, από τις υπηρεσίες και τους φορείς του δημοσίου, αποστέλλονται ηλεκτρονικά στη διεύθυνση **webmaster.et@et.gr** με χρήση προηγμένης ψηφιακής υπογραφής και χρονοσήμανσης.

Β. Κατ’ εξαίρεση, όσοι πολίτες δεν διαθέτουν προηγμένη ψηφιακή υπογραφή μπορούν είτε να αποστέλλουν ταχυδρομικά, είτε να καταθέτουν με εκπρόσωπό τους κείμενα προς δημοσίευση εκτυπωμένα σε χαρτί στο Τμήμα Παραλαβής και Καταχώρισης Δημοσιευμάτων.

• Πληροφορίες, σχετικά με την αποστολή/κατάθεση εγγράφων προς δημοσίευση, την ημερήσια κυκλοφορία των Φ.Ε.Κ., με την πώληση των τευχών και με τους ισχύοντες τιμοκαταλόγους για όλες τις υπηρεσίες μας, περιλαμβάνονται στον ιστότοπο (www.et.gr). Επίσης μέσω του ιστότοπου δίδονται πληροφορίες σχετικά με την πορεία δημοσίευσης των εγγράφων, με βάση τον Κωδικό Αριθμό Δημοσιεύματος (ΚΑΔ). Πρόκειται για τον αριθμό που εκδίδει το Εθνικό Τυπογραφείο για όλα τα κείμενα που πληρούν τις προϋποθέσεις δημοσίευσης.

### 2. ΕΚΤΥΠΩΤΙΚΕΣ - ΕΚΔΟΤΙΚΕΣ ΑΝΑΓΚΕΣ ΤΟΥ ΔΗΜΟΣΙΟΥ

Το Εθνικό Τυπογραφείο ανταποκρινόμενο σε αιτήματα υπηρεσιών και φορέων του δημοσίου αναλαμβάνει να σχεδιάσει και να εκτυπώσει έντυπα, φυλλάδια, βιβλία, αφίσες, μπλοκ, μηχανογραφικά έντυπα, φακέλους για κάθε χρήση, κ.ά.

Επίσης σχεδιάζει ψηφιακές εκδόσεις, λογότυπα και παράγει οπτικοακουστικό υλικό.

| | |
|---|---|
| **Ταχυδρομική Διεύθυνση:** Καποδιστρίου 34, τ.κ. 10432, Αθήνα | Ιστότοπος: **www.et.gr** |
| **ΤΗΛΕΦΩΝΙΚΟ ΚΕΝΤΡΟ: 210 5279000 - fax: 210 5279054** | Πληροφορίες σχετικά με την λειτουργία του ιστότοπου: **helpdesk.et@et.gr** |
| **ΕΞΥΠΗΡΕΤΗΣΗ ΚΟΙΝΟΥ**<br>**Πωλήσεις - Συνδρομές:** (Ισόγειο, τηλ. 210 5279178 - 180)<br>**Πληροφορίες:** (Ισόγειο, Γρ. 3 και τηλεφ. κέντρο 210 5279000)<br>**Παραλαβή Δημ. Ύλης:** (Ισόγειο, τηλ. 210 5279167, 210 5279139) | Αποστολή ψηφιακά υπογεγραμμένων εγγράφων προς δημοσίευση στο ΦΕΚ: **webmaster.et@et.gr** |
| **Ωράριο για το κοινό:** Δευτέρα ως Παρασκευή: 8:00 - 13:30 | Πληροφορίες για γενικό πρωτόκολλο και αλληλογραφία: **grammateia@et.gr** |

**Πείτε μας τη γνώμη σας,**

για να βελτιώσουμε τις υπηρεσίες μας, συμπληρώνοντας την ειδική φόρμα στον ιστότοπό μας.

*0100116170620035 2*