

AGREEMENT no. PAŻP/18-

/AQLR

concluded on _____ in Warszawa (Warsaw) between:

Polish Air Navigation Services Agency being a state legal entity established by the regulation on 08.12.2006 in regards to Polish Air Navigation Services Agency (Journal of Laws, 2017 item 1967 as amended) with its registered office in Warszawa 02-147, ul. Wieżowa 8, REGON: 140886771, NIP (VAT identification number): PL 5222838321

Represented by:

..... -, power of attorney no, dated2018.

Hereinafter referred to as „**The Buyer**” or „The Party”,

and

..... with its registered office which is subject to VAT - Taxpayer Identification Number: 98-0353098, entitled to issue and receive invoices, represented by:

Represented by:

..... - power of attorney.....

Hereinafter referred to as „**The Seller**” or „The Party”,

Jointly referred as „**The Parties**”,

An agreement has been signed, hereinafter referred to as “**The Agreement**”.

§1 Subject of the Agreement

- (1) The subject of the following Agreement is the provision of training that allows to give rights to 3 Buyer's employees to use and configure Moog 2020 DME in one group.
Detailed dates will be fixed after signing of the contract
- (2) The services carried out by the Seller for the Buyer are described in detail in Annex 1 to the Agreement (Training Program).
- (3) The Training will be performed at - Place of Performance.
- (4) After accomplishing of each training the Seller will issue and hand over to the Buyer respective certificate/certificates for each student. The certificate however will be issued and handed over only to the participant, who has completed the Training. The Seller shall not be in default with fulfilment of its obligations under this Agreement in case of failure of the Buyer students to complete the Training and shall not be held responsible for any eventual extra costs arising upon.

§ 2 Price

- (1) The Total Price of Training provided for max. 3 employees during the period referred to in § 1 section 1 of the Agreement amounts to (in words:).
- (2) The Total Price of Training includes all elements related to the execution of the Agreement and in particular:
 - a. the cost of training for 3 employees designated by the Buyer in one group,
 - b. the cost of teaching materials for each participant of the Training,

- c. the certification,
 - d. students transportation costs from the airport to the hotel and back and from the hotel to the training place and back each day of the training.
- (3) Should the services be subject to Value Added Tax (VAT), the invoice issued by the Seller will include an information about applying the mechanism “reverse charge”.
- (4) The price mentioned in the section 1 above constitutes the entire remuneration that the Buyer is obliged to pay the Seller for the execution of the Agreement.

§ 3 Payment Conditions

- (1) The price to be paid under article 2 of the Agreement shall be bank transferred to the account indicated on invoice.
- (2) The payment shall be made within 21 days of the date of the delivery to the Buyer the following documents:
- a) originally signed commercial invoice, correctly issued after each training, made out to the Seller,
 - b) copies of certificates issued for all participants received by the Buyer according to the article 1.
- (3) The payment mentioned in section (1) or (2) above shall be considered to be made by the Buyer on the day on which the Buyer’s bank account will be charged a transfer effected on account of the Seller.
- (4) In case of delays in delivery of invoices the Buyer may charge The Seller penalties in the amount of interest the Buyer has to pay due to delays in the settlement of taxes.

§ 4 Change of the training date

- (1) In case when it is necessary from the Seller’s side to change the date of the training mentioned in article 1 section 1, the Seller shall inform the Buyer. In order to enable the stay in hotel and flight cancellation in appropriate time, such information should reach the Buyer 10 business days before the initially planned commencement of the training services, at the latest.
- (2) In case of situation specified in section 1 above the Parties shall agree by negotiations the new date of the Training. In order to avoid any doubts the Party jointly stipulate that the training must be completed till 31.12.2018.
- (3) In case when it is necessary from the Buyer’s side to change the date of the training mentioned in article 1 section 1, the Buyer reserves the right to change it at least 10 days before the agreed date. The new date will be agreed between the Parties and is not a change of the Agreement.

§ 5 Liability

- (1) Subject to provisions of article 4 of the Agreement in the event the Training is not conducted or its part is not conducted within the date indicated in § 1 of the Agreement or agreed in accordance with § 4 (2) of the Agreement and the Seller will be responsible for this, the Buyer has the right to charge the Seller a stipulated penalty to the amount equivalent to 0,2 % of the Total Price of Training for each day of delay. In such case the Seller is obliged to conduct the Training or the not conducted part of it on the date agreed between the Parties. In order to

avoid any doubts the Party jointly stipulate that the Training must be completed till 31.12.2018. In the event of the above delay when the Seller has failed to inform the Buyer about change of the training in accordance with § 4 (1) of the Contract, the Seller shall cover and pay for any and all costs of transportation, boarding, lodging, insurance and any other costs related to Buyer's students travel from Poland to the Place of Performance and back as well as related to their stay in

- (2) In the event the Seller cancels the Agreement, the Seller shall pay the Buyer 50 % of the Total Price of Training.
- (3) In order to avoid any doubts the Parties jointly stipulate that the Buyer has the right to claim damages exceeding the amount of above stipulated penalties.

§ 6 Force Majeure

- (1) The event and circumstances of an extraordinary character, which may take place after signing of the Agreement, which are beyond the control of the Seller or the Buyer and which cannot be reasonable foreseen such as earthquakes, flood, fire, or other natural physical disasters, epidemics, war, hostilities, rebellion, revolution, civil war, riot, commotion, strikes, acts of state and all other cases which Parties cannot foresee and which make impossible any fulfilment of the contractual obligations entirely or partly shall be deemed as force majeure (hereinafter "Force Majeure"). No Party shall be liable for delay or failure to perform which is due to this Force Majeure.
- (2) The Party referring to the Force Majeure is bound to inform the other Party immediately in writing when such an event has occurred and state the circumstances and reason of its occurrence.

§ 7 Duration

The Agreement comes into force on the day of signature by the last Party. The Agreement ends with fulfilment of all rights and duties out of the Agreement by the contracting Parties subject to the time limit indicated in article 4 section 2.

§ 8 Dispute resolution

- (1) The Buyer and the Seller shall endeavor to settle amicably, by negotiations, any disputes and differences that might arise between them in connection with the Agreement.
- (2) Should within a period of 21 (twenty-one) days of such negotiations the Buyer and the Seller be unable to reach an amicable settlement of such dispute or differences, any of the Parties shall be entitled to refer the matter to court competent with respect to the seat of the Buyer.
- (3) The Agreement shall be governed by the Polish Law.

§ 9 Miscellaneous

The Agreement has one annex: Annex no 1 – Training Program which constitutes the integral part of the Contract.

§ 10 Confidentiality

The Parties hereby declare that any personal data obtained in connection with the performance of the Contract shall be treated with appropriate warranties and confidentiality according to the law provisions applicable to each Party.

§ 11 Communication and Addresses

All communication relating to the present Contract shall be made in writing to the following addresses:

For the Buyer Entity:

PANSA, Polish Air Navigation Services Agency
ul. Wieżowa 8,
02-147 Warszawa, POLAND
Attn. Ms. Jolanta Dolińska
e-mail: Jolanta.dolinska@pansa.pl

For the Seller:

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.....,
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Attn:.....
e-mail:

§ 12 Final provisions

The Agreement has been made in 2 (two) identical counterparts in the English language, one for Buyer and one for the Seller.

Annex no 1 – Training Program

for the Seller

for the Buyer

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