

**APPENDIX NUMBER 53 TO THE GENERAL
TERMS AGREEMENT FOR SERVICE
SUPPORT (GTA) REF. NO. LCI583**

Appendix Ref. No. LCI583A53

BETWEEN

ROYAL JET

AND

ETIHAD AIRWAYS ENGINEERING LLC

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THIS APPENDIX NUMBER 53 (“**Appendix**”) to the Agreement for Service Support is entered into between **ROYAL JET** (the “**Customer**”) and **Etihad Airways Engineering LLC** (“**EYEng**”) and shall be dated as per the date of the last signature hereto by the Parties.

The Customer and EYEng may hereinafter be referred to individually as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A.** The Parties entered into a General Terms Agreement for Service Support under reference number LCI583 and dated 20th August 2005 (“**Agreement**”); and
- B.** The Parties hereby agree to attach this Appendix to the Agreement and as more specifically described below.

NOW IT IS HEREBY AGREED as follows:

1. GENERAL

- 1.1 This Appendix is an integral and binding part of the Agreement entered into between the Parties. All terms and conditions set out in the Agreement including any capitalized terms used but not defined in this Appendix, shall have the same meaning as set out in the Agreement unless the context requires otherwise. The Services to be provided are as detailed in this Appendix.

SECTION A - GENERAL CONDITIONS

A.1 AIRCRAFT MAINTENANCE

- A.1.1 EYEng will provide certain Services to the Customer on the Aircraft operated by the Customer. The Services to be provided are as detailed in Section B of this Appendix.

A.2 POTENTIAL EQUIPMENT

- A.2.1 Aircraft in this Section A shall mean the following Aircraft operated by the Customer:

NO	AIRCRAFT TYPE AND MODEL	SERIAL NUMBER	REGISTRATION	ENGINE MODEL
1.	B737-700	30884	A6-DFR	CFM56-7B27/B1

A.3 LOCATION IDENTIFIED FOR THE PERFORMANCE OF SERVICES AND DELIVERY/RE-DELIVERY POINT

Etihad Airways Engineering LLC (EYEng)
Adjacent to Abu Dhabi International Airport
PO Box 46450
Abu Dhabi

United Arab Emirates.

The Aircraft and/or Equipment shall be delivered by the Customer to EYEng Location and re-delivered by EYEng to the Customer at EYEng Location (“**Delivered**” and “**Re-delivered**” respectively).

A.4 SUB-CONTRACTING

A.4.1 EYEng shall not sub-contract any responsibility under this Appendix without prior approval of the Customer, except to approved sub-contractors.

A.5 QUALITY MONITORING

A.5.1 EYEng will grant access to the Customer’s Quality Department to perform quality audits, which the Customer is required to perform for the purposes of sustaining its EASA Part M Approval. EYEng will respond with corrective actions within agreed timescale to any accepted non-conformities, which will affect the Customer’s ability to sustain its regulatory authority approval.

A.5.2 Upon receipt of appropriate documentation from the Customer EYEng shall apply for the required security passes to enable access to EYEng premises where the Services are to be performed and for the purposes of Articles A.5.1 and A.27.3. No obligation shall fall to EYEng should such security passes fail to be forthcoming.

A.6 AVIATION AUTHORITY INVOLVEMENT AND APPLICABLE CERTIFICATES HELD

A.6.1 For the purpose of this Appendix [EASA] [the UAE General Civil Aviation Authority (**GCAA**)] is the Aviation Authority for the Customer and the applicable certificates held by EYEng.

A.7 MAINTENANCE PROGRAMME

A.7.1 EYEng will carry out all scheduled maintenance in accordance with the Customer’s Approved Maintenance Programme (Schedule).

A.8 AIRWORTHINESS DATA

A.8.1 The Customer shall be responsible for providing EYEng with all:

A.8.1.1 Customized airworthiness data required by EYEng to accomplish the Services under this Appendix; and

A.8.1.2 Aviation Authority approval for all such airworthiness data provided.

A.8.2 EYEng shall ensure that all airworthiness data provided by the Customer are held and maintained in accordance with the requirements of the Customer’s Aviation Authority. However, the update of this data shall be the responsibility of the Customer.

A.8.3 The Customer shall confirm in writing to EYEng two (2) weeks prior to the Aircraft Delivery date that all airworthiness data provided is to the latest revision status.

A.8.4 The extent of airworthiness data provided by the Customer shall include but may not be limited to:

A.8.4.1 Basic Airworthiness Data (to be supplied at least two (2) weeks before Aircraft input):

- A.8.4.1.1 Illustrated Parts Catalogue (IPC);
- A.8.4.1.2 Maintenance Manual;
- A.8.4.1.3 Wiring Diagram Manual;
- A.8.4.1.4 Aircraft Weighing Report;
- A.8.4.1.5 Fault Isolation Manual;
- A.8.4.1.6 Cabin Configuration Layout;
- A.8.4.1.7 Emergency Equipment Layout;
- A.8.4.1.8 Cabin Interior Specification;
- A.8.4.1.9 CMM for galleys, seats and lavatories;
- A.8.4.1.10 System Schematics Manual;
- A.8.4.1.11 Structural Repair Manual;
- A.8.4.1.12 Contracted Maintenance Training Manual (as applicable);
- A.8.4.1.13 ETOPS Manual (as applicable);
- A.8.4.1.14 Technical Instructions (as applicable); and
- A.8.4.1.15 The Customer Supplement Manuals for IPC, MM WDM, and Temporary Revisions to the above manuals.

A.8.4.2 Supplemental airworthiness data on-board the Aircraft:

- A.8.4.2.1 Operations Manual;
- A.8.4.2.2 Dispatch Deviation Guide;
- A.8.4.2.3 Minimum Equipment List; and
- A.8.4.2.4 Fault Reporting Manual.

A.8.5 Where necessary the Customer will advise manufacturers/vendors that EYEng will accomplish work on the Aircraft and shall authorize them to release any engineering data, drawings, and/or other technical information that may be required by EYEng for the performance of the Services under this Appendix. Charges associated with such data release are the responsibility of the Customer.

A.9 INCOMING CONDITIONS

A.9.1 Prior to the commencement of any Services, the Customer shall provide EYEng with information on the serviceability status of the incoming Aircraft, its engines and Components and any deferred defects. Such information shall be recorded in the Aircraft Technical log.

A.10 AIRWORTHINESS DIRECTIVE (AD's)

A.10.1 Applicable AD's are those published, as applicable, by EASA and/or the Aviation Authority of the country of registration of the Aircraft.

A.10.2 Determination of applicability means of compliance, planning, and follow-up of AD's is the responsibility of the Customer.

A.10.3 The Customer shall notify EYEng which AD's need to be embodied and when embodiment action is required. The Customer shall provide EYEng with embodiment instructions, a copy of the AD's and all other relevant airworthiness data necessary to carry out the embodiment. Following embodiment action EYEng shall provide the Customer with a detailed record of the embodiment.

A.10.4 Any deviation from AD's is subject to approval by the Customer's Aviation Authority.

A.11 SERVICE BULLETINS/MODIFICATIONS

A.11.1 Determination of applicability means of compliance, planning, and follow-up of Service Bulletins is the responsibility of the Customer.

A.11.2 The Customer shall notify EYEng what Service Bulletins and Modifications need to be embodied on the Aircraft and when embodiment action is required. The Customer shall provide EYEng with embodiment instructions, copies of Service Bulletins and Modifications, and any other airworthiness data necessary for EYEng to carry out the embodiment. Following embodiment action EYEng shall provide the Customer with a detailed record of the embodiment.

A.11.3 The Customer is responsible for supplying EYEng with all pertinent documents in sufficient detail/instructions for the accomplishment of Modifications unless otherwise agreed upon.

A.12 HOURS AND CYCLES CONTROL

A.12.1 The Customer shall monitor and control the Aircraft flight hours and cycles and will notify EYEng of the updated hours and cycles for the Aircraft.

A.13 COMPONENT CONTROL/REMOVAL FORECAST

A.13.1 The Customer will be responsible for the control of Components, and for planning the removal and installation of Components on the Aircraft. The Customer will notify EYEng what Components EYEng will need to remove from the Aircraft and the Customer will provide EYEng with all Components that need to be installed on the Aircraft.

A.13.2 EYEng is responsible for Component removal and installation, if any, during maintenance of the Aircraft at EYEng Location and shall supply the Customer with removal/installation data of such Components.

A.14 LIFE LIMITED PARTS

A.14.1 The Customer is responsible for the control of life-limited parts.

A.15 SUPPLY OF PARTS

A.15.1 The Customer is responsible for the supply of parts unless otherwise agreed in writing between the Parties.

A.15.2 During the receiving, inspection, and processing of new or repaired/overhauled equipment or Components, EYEng shall, verify that all necessary documentation has been received with the equipment or Components. Such documentation may include, a Customer Serviceable Tag with, as may be applicable: EASA Form 1, or the Customer furnished documentation approved by the Customer's Aviation Authority.

A.15.3 All parts provided by EYEng shall be certified by EYEng using its approved procedures and documents. Overhauled equipment or Components shall have EASA Form 1 or Aviation Authority certificate.

A.15.4 The Customer approves use of EYEng Workshops in accordance with the EYEng EASA Approved Maintenance Organization Exposition (MOE).

A.15.5 Certification of all parts repaired, bench tested and/or overhauled shall be accomplished in accordance with EYEng approved procedures.

A.15.6 EYEng shall complete and forward to the Customer Shop Finding Reports for all Components tested and/or overhauled in its Workshops.

A.15.7 EYEng is responsible for checking that all spare parts or pooled parts, which are to be fitted on the Customer Aircraft during the maintenance period comply with EASA Part 145 or the Aviation Authority's requirements.

A.16 LANDING, PARKING AND FUEL CHARGES

A.16.1 The Customer shall be responsible for all fuel, landing, parking, handling, and other similar charges levied by the authorities.

A.16.2 The Customer shall settle the charges under this Article A.16 directly with the vendors prior to the departure of the Aircraft from EYEng Location.

A.17 SCHEDULED MAINTENANCE

A.17.1 The Customer is responsible for planning the scheduled maintenance checks in accordance with the Maintenance Programme (Schedule).

A.17.2 If EYEng determines, for any reason, that a maintenance task needs to be deferred then EYEng shall refer the matter to the Customer and the Customer shall, if necessary, request regulatory approval before deferring the task to a later

date.

A.18 DOCUMENTS TO BE PROVIDED BY THE CUSTOMER

A.18.1 For the purposes of this Appendix "Work Package" or "Work Request" shall mean the Customer's requirement of work to be performed on its Aircraft and/or Equipment. Where applicable, work/job requests shall indicate the reason for the Equipment removal and subsequent work to be performed, including a specification or Modification standard to be complied with.

A.18.2 The Customer shall be responsible for providing the Work Package and any other documentation, drawings, manuals and/or other information and data required for the performance of the Services under this Appendix.

A.18.3 At least two (2) weeks before Aircraft input, the Customer shall provide EYEng with:

A.18.3.1 Required Airworthiness Data;

A.18.3.2 A work package, including:

A.18.3.2.1 Applicable Work Package including Task (Job) and sign off cards;

A.18.3.2.2 Out of phase maintenance requirements including task (Job) and sign off cards;

A.18.3.2.3 Independent inspection/RII and critical task requirements;

A.18.3.2.4 The Customer task (Job) cards for AD's that require accomplishment;

A.18.3.2.5 Engineering orders for service bulletins and Modifications that require accomplishment;

A.18.3.2.6 List of Components due to be removed from the Aircraft;

A.18.3.2.7 Copies of any AD's, Service Bulletins, Modifications, and drawings as required by EYEng.

A.18.3.3 List of pre-load parts.

A.18.4 The Customer shall ensure that the supplied Work Package is technically accurate and reflects the current revisions of the approved Maintenance Schedule.

A.19 UNSCHEDULED MAINTENANCE/DEFECT RECTIFICATION

A.19.1 EYEng is responsible for obtaining approval from the Customer Local Representative (as per Article A.25.6) for rectification of defects above the agreed defect rectification man-hour limit as set out in Article B.6 Charges.

A.19.2 EYEng shall not defer any defect found without prior approval from the Customer Local Representative.

A.19.3 EYEng shall report all defects found in accordance with the Customer defect reporting policy and procedure. This includes reporting of any unairworthy condition found to the Customer, the Customer's Aviation Authority, and EYEng's UAE GCAA.

A.20 DEVIATION FROM THE MAINTENANCE SCHEDULE AND DEFERRED TASKS

A.20.1 EYEng shall not defer any tasks without approval from the Customer Local Representative.

A.20.2 EYEng shall not deviate from the approved Maintenance Schedule without approval from the Customer through the Customer Local Representative.

A.20.3 Any deferment of a maintenance task or defect rectification has to be formally agreed to by the Customer Local Representative. EYEng shall perform defect rectification in accordance with maintenance manuals, structural repair manual, wiring diagram etc. if data for defect rectification is unavailable in such documentation, EYEng shall approach the Customer Local Representative for instructions.

A.21 TEST FLIGHT

A.21.1 If any test flight is required, it shall be performed in accordance with the Customer's procedures and paperwork.

A.21.2 The costs, risks, and insurance of such test flight shall be borne by the Customer.

A.21.3 EYEng employees may participate in such test flights as observers.

A.22 RELEASE TO SERVICE DOCUMENTATION

A.22.1 The Customer shall authorize EYEng to release the Aircraft back to Service following completion of the maintenance Services.

A.22.2 Certificate of Release to Service shall be accomplished in accordance with the EYEng MOE.

A.22.3 The Release to Service shall be performed in accordance with EYEng MOE, using the Customer forms, and technical log of the Aircraft.

A.23 DOCUMENTATION TO BE PROVIDED BY EYEng

A.23.1 EYEng shall complete all mutually agreed paperwork.

A.23.2 EYEng shall provide the Customer's Production Planning Department via its Customer Local Representative with one (1) hard copy (as applicable) of each of the following documents:

A.23.2.1 Certificate of Release to Service;

A.23.2.2 Test Flight Report (as performed and prepared by the Customer's flight crew, and if applicable);

- A.23.2.3 Aircraft Weighing Report (if applicable);
 - A.23.2.4 List of Routine Work Cards;
 - A.23.2.5 List of Open Items/Findings accomplished;
 - A.23.2.6 List of Deferred items (Open Items carried forward);
 - A.23.2.7 List of Components removed, overhauled and reinstalled;
 - A.23.2.8 List of exchanged Components;
 - A.23.2.9 List of Additional Works performed;
 - A.23.2.10 List of AD's performed; and
 - A.23.2.11 List of Modifications performed.
- A.23.3 All original documents related to the maintenance of the Customer's Aircraft shall be Re-delivered to the Customer within twenty (20) days after completion of the check.
- A.23.4 EYEng is responsible for maintaining a copy of the documents for a minimum period of three (3) years and providing the Customer with access to or additional copies of the documents upon request.

A.24 RELIABILITY REPORT

- A.24.1 Not applicable.

A.25 EXCHANGE OF INFORMATION AND MEETINGS

- A.25.1 During the accomplishment of the Services representative(s) of EYEng and the Customer Local Representative shall regularly meet at EYEng Location to discuss the progress of the work and matters arising which may cover:
- A.25.1.1 Scheduled maintenance packages;
 - A.25.1.2 Structural repairs; and
 - A.25.1.3 Modifications.
- A.25.2 Meetings shall also be arranged upon the occurrence of:
- A.25.2.1 Un-airworthy condition or incident reporting;
 - A.25.2.2 Variation/concession request;
 - A.25.2.3 Verification and test flights; and
 - A.25.2.4 Changes in procedures and/or documents.
 - A.25.2.5 It is the responsibility of the Customer to provide any required in-house documentation or special training such as ETOPS as required by the

Aviation Authority. In the absence of such special training, the Customer agrees to accept EYEng process, procedures, and training as an adequate and acceptable alternative.

A.25.3 Quality

A.25.3.1 During the accomplishment of the Services, the representative(s) of EYEng and the Customer Local Representative shall meet at EYEng Location to discuss the progress of the work and matters arising.

A.25.4 Reliability

A.25.4.1 No meetings applicable under this Appendix.

A.25.5 Contacts at EYEng

EYEng's Quality Assurance			
Name:	Roman Bihuniak Snr. Manager, Quality Assurance	Fax:	[REDACTED]
Tel:	[REDACTED]	Email:	[REDACTED]

EYEng's Central Planning and Control Department			
Name:	Chris Morgan Snr. Manager [REDACTED]	Fax:	[REDACTED]
Tel:	[REDACTED]	Email:	[REDACTED]

EYEng's Material Receiving Department			
Name:	Riad Majali Manager, Material Receiving	Fax:	N/A
Tel:	[REDACTED]	Email:	[REDACTED]

A.25.6 Contacts of the Customer

A.25.6.1 The following Local Representative(s) of the Customer are accountable for:

Day-to-day issues/communications during performance of this Appendix			
Name:	Mr. Ousseynou Thiaw	Fax:	TBA
Tel:	[REDACTED]	Email:	[REDACTED]

Customer Postal Address
Royal Jet Po Box: 60666, Abu Dhabi, United Arab Emirates

For Financial Details			
Name:	TBA	Fax:	TBA
Tel:	TBA	Email:	TBA

For Engineering Details			
Name:	TBA	Fax:	TBA
Tel:	TBA	Email:	TBA

A.26 MEETINGS

- A.26.1 As necessary, the relevant technical personnel of the Parties will meet to review the contents and implication of this Appendix, and will establish a thorough understanding of the division of responsibilities.
- A.26.2 During the period of this Appendix, as and when required regular meetings will be held between the Parties relating to the workscope prior to each maintenance input, for technical and quality matters as required between the Parties.

A.27 LOCAL REPRESENTATIVE

- A.27.1 The Customer shall assign at EYEng one (1) or more Local Representative(s) (maximum four [4]) at its own cost and expense for the duration of the maintenance Services. Such Customer Local Representative(s) shall be direct employees of the Customer, while two (2) such Representatives may be from OEMs, vendors, suppliers, or sub-contractors of the Customer.
- A.27.2 Only the Customer's direct employees shall be authorized to approve any additional works, over and above labour and/or material, sub-contracting of certain Services, Components overhaul/repair and any other matter on behalf of the Customer. The Customer shall notify EYEng of the details of such Representative(s).
- A.27.3 Subject to Article A.5.2 EYEng will provide access to the Aircraft for the Local Representative(s).

End of Section A

SECTION B - SPECIFIC CONDITIONS

B.1 SPECIFIC AIRCRAFT

B.1.1 The defined term of “**Aircraft**” in this Section B shall specifically mean the following Aircraft:

NO	AIRCRAFT TYPE AND MODEL	SERIAL NUMBER	REGISTRATION	ENGINE MODEL
1.	B737-700	30884	A6-DFR	CFM56-7B27/B1

B.2 SERVICES TO BE PROVIDED ON THE AIRCRAFT

B.2.1 Accomplishment of the workscope as per the following list supplied by the Customer:

NO.	AIRCRAFT REG.	WORKSCOPE	CUSTOMER DOCUMENT REF. & DATE
B.2.1.1	A6-DFR	C1 Check	Ref. to the workscope send by the customer on 15 th Nov'16 via email.

B.2.2 Performance of any other work as requested by the Customer and agreed to by EYEng in writing.

B.3 APPLICABLE QUALITY APPROVAL

B.3.1 The Services on the Aircraft identified above shall be performed in accordance with the Customer's Aviation Authority.

B.4 MATERIAL SUPPLY AND TOOLING

B.4.1 Subject to availability, EYEng shall supply basic Consumables and Expendables required for the Services unless otherwise agreed in this Appendix. Any materials supplied by EYEng shall be reimbursed as per Article B.6.4.

B.4.2 All other materials including, but not limited to Rotables, Repairables, modification kits, and the Customer's peculiar materials (including but not limited to seat spares, galley spares, lavatory spares, IFE spares, peculiar to type materials and the like) shall be supplied by the Customer.

B.4.2.1 All materials supplied by the Customer must be accompanied by a complete packing list and shall be Delivered to EYEng at least two (2) weeks prior to the layover start date. The Customer shall advise shipping details whenever a part is shipped to EYEng to support the Services.

B.4.2.2 If the Customer is unable to supply any material under its responsibility, thereby endangering the time schedule of the Services, and if EYEng, at its discretion, is able to procure such material on an expedited basis, the Customer agrees to bear all extra costs incurred thereby and further

agrees to pay for such purchases at the time of order placement.

B.4.2.3 Any surplus parts/materials ordered by EYEng for the Services in this Appendix and which cannot reasonably be utilised at EYEng's discretion shall be purchased by the Customer.

B.4.3 EYEng shall supply all tools required for the routine check(s). The Customer however shall be responsible for supply of all special tools as required for the Services (e.g. service bulletin incorporation, Modifications, Special Repairs etc.)

B.5 LAYOVER PERIOD

B.5.1 Subject to EYEng receiving the work package, the required kits, and any other material to be supplied by the Customer at least two (2) weeks before the input date and provided that no significant defects or deficiencies are found on the Aircraft or documentation supplied by the Customer, the layover period for Services under Article B.2 shall be as follows;

No.	AIRCRAFT REG.	INPUT DATE	TAT
B.5.1.1	A6-DFR	18-Dec-16 (TBC)	Sixteen (16) consecutive days

Note: The TAT is for the workpack defined. Any increase in TAT due to end of lease work, hangar/parking charges to apply.

B.5.2 If EYEng is forced to stop work on the Aircraft, or the Aircraft is delayed due to non-availability of spares or approved data, or the Customer fails to make appropriate decisions including obtaining timely information from the manufacturers and the Aircraft is occupying hangar or parking space, then EYEng reserves the right to charge hangarage and/or parking charges as per Articles B.6.6 and B.6.7.

B.5.3 The Customer agrees that the following conditions constitute acceptable reasons for delay of Aircraft output and in any such event EYEng will not be held responsible for exceeding the agreed TAT:

B.5.3.1 Force Majeure or any other event outside the reasonable control of EYEng that prevents EYEng from the Aircraft or Equipment being Re-delivered on time;

B.5.3.2 The Customer not accepting suitable material offered by EYEng and the Customer not being able to provide a suitable substitute in good time;

B.5.3.3 Material ordered in a timely manner from suppliers and not Delivered to EYEng on time or not Delivered at all;

B.5.3.4 The Customer or the Customer's Representative, without due cause, withholding or delaying its approval or consent where such approval or consent is required to proceed with the work;

B.5.3.5 The Customer not delivering the Work Package or any other documents as stipulated in this Appendix;

B.5.3.6 Non-payment of charges by the Customer to EYEng resulting in EYEng

being unable to meet its own obligation towards vendors and suppliers;

- B.5.3.7 Unforeseen defects on airframe, engines, or Components and which could not have been reasonably expected and which have an impact on the Services to be provided and not resulting from faulty workmanship by EYEng or not covered by the Services and which are detected during final functional checks;
- B.5.3.8 Material necessary for the progress of the Services which was supposed to be supplied by the Customer was unavailable or supplied late;
- B.5.3.9 Delays in receipt of manufacturers or regulatory approval where such requests are submitted by EYEng with due diligence; and
- B.5.3.10 Documentation to be supplied by the Customer is unavailable, incomplete or incorrect.

B.6 CHARGES

- B.6.1 For the Services detailed under Article B.2, EYEng shall charge the Customer the following fixed charges per Aircraft:

AIRCRAFT REGISTRATION	FIXED AMOUNT US DOLLARS (in words)	US\$
As per Clause B.2.1, EYEng shall charge a fixed amount of:	Two hundred ninety-two thousand nine hundred twenty	292,920/-

NOTE: Royal Jet to provide VIP Cabin Specialist to assist and guide Etihad Airways Engineering cabin team.

- B.6.2 The above fixed prices in Article B.6.1 above includes:
 - B.6.2.1 All labour related to the workscope of paragraph B.2.1;
 - B.6.2.2 Aircraft positioning, towing, movement, and marshalling (within EYEng Location) for the specified duration of the work; and
 - B.6.2.3 Aircraft reception, hangarage, docking, and staging;
 - B.6.2.4 All routine labour required for the routine work as per Article B.2.1 as set out in the respective work package as defined in the applicable tally list;
 - B.6.2.5 Labour related to the rectification of any discrepancies found from the routine task cards of Article B.2.1 up to twenty five (25) man-hours per routine task card. For the sake of clarity, for twenty six (26) man-hours booked, then only one (1) man-hour will be charged. However, this does not cover any repairs/refurbishment deemed necessary for cosmetic reasons, non- airworthiness tasks that require workshop maintenance, or repairs/refurbishment as per Component Maintenance Manual (CMM). This cut-off is not applicable to AD/SB/EO's, which shall be charged in full;

- B.6.2.6 All consumable/expendable material cost (incl. oil, hydraulic fluids, grease, etc.) as required for the routine maintenance event tally list as per work scope of B.2.1 and defects arising from up to a cap of US\$200/- per line item. This material cut off is not applicable for AD/SB/EO's, customer peculiar tasks, cabin interior tasks, and/or VIP specific expendables/consumables which shall be charged in full;
 - B.6.2.7 Suitable approved and environmentally controlled hangar space for the Aircraft together with the required utilities such as compressed air, bright lightning, electrical power, fire fighting facilities, and water;
 - B.6.2.8 Production support equipment including basic tooling, work stands, dockings, and scaffolding;
 - B.6.2.9 Ground support equipment to facilitate the maintenance work;
 - B.6.2.10 Defueling and re-fuelling assistance at EYEng Location (all fuel costs will be borne by the customer); and
 - B.6.2.11 Completion of all appropriate paperwork and Aircraft final release and return to service.
- B.6.3 The above fixed charges in Article B.6.1 above does not include the following:
- B.6.3.1 Anything not mentioned in B.6.2;
 - B.6.3.2 Defect rectification man-hours in excess of the limits specified in Article B.6.2.5;
 - B.6.3.3 Manufacture of any kits, parts, or fittings;
 - B.6.3.4 Engineering orders and drawings;
 - B.6.3.5 Modifications as a result of service bulletin/AD's Inspection;
 - B.6.3.6 Any defects arising from the Aircraft not having been maintained or repaired in accordance with the appropriate Aircraft Maintenance Manual or Structural Repair Manual;
 - B.6.3.7 Any labour and material used on the Aircraft outside the agreed scope;
 - B.6.3.8 Excessive defects caused by external damage or negligence, or improper maintenance; and
 - B.6.3.9 All "off-Aircraft" work on engines, to include but not limited to Components, insurance items, and flight control work;
 - B.6.3.10 All W/shop tasks viz., battery cap test, HST, component repairs, overhaul etc. are not included and will be on CWR basis;
 - B.6.3.11 Findings from any Cabin components R/I tasks to be treated on [REDACTED];
 - B.6.3.12 All work depending on CMM ref is not included in the evaluation, and if

- out of EYEng capability, customer to provide replacements;
- B.6.3.13 All hard time components quoted for RAR customer to provide replacement;
 - B.6.3.14 Customer peculiar materials including consumables/expendables required to normalize cabin to be supplied by customer;
 - B.6.3.15 WO 51131 - Ref. Task 53-866-00, 53-876-00 & 53-884-00 Zonal GVI of Cabin, quote does not include rectification of Cabin Interior Defects.
 - B.6.3.16 WO 51131 - Task 26-010-10-AF, 35-050-20-AF, 35-050-30-AF, 737-38-010-80-S-LHT & B3-38-010-90-AF customer to provide replacement spares.
 - B.6.3.17 WO 51131 - Task 35-050-150-AF, 35-050-160-AF, 35-050-240-AF & 35-050-250-AF quoted for Inspection only.
 - B.6.3.18 WO 51131 - Task 737-25-080-10S-LHT Inspection of Sound Insulation Material- Excluded from quote area of inspection not defined.
 - B.6.3.19 WO 51285-Task 25-300-00-00AF & 38-010-70-PF customer to provide replacement spares.
 - B.6.3.20 All Kits, Spares, Special Tools, Documents etc., needed for the accomplishment of AD/SB and Customer Peculiar Task including tooling to remove Aux Tanks is to be supplied by Customer.
 - B.6.3.21 All work depending on CMM/EM ref is not included in the evaluation, Customer to provide replacements;
 - B.6.3.22 All cabin interior and/or VIP specific expendables/consumables and all cabin parts (such as galley, lavatory, seats, carpets, window panes, sidewalls, ceiling panels and associated spares), BFE, IFE, PTT items, carpets & soft furnishing etc and paint material including Galley, lavatory, seats repair, overhaul and refurbishment;
 - B.6.3.23 Task card preparation, and approved sign off stage sheet documents;
 - B.6.3.24 Rotables materials including all off-aircraft workshop overhaul, repairs, modifications, refurbishment, or test;
 - B.6.3.25 Findings and defects rectifications on Cabin components Removed for access outside the scope of routine tasks will be charged on [REDACTED];
 - B.6.3.26 Customer initiated task quoted hours are only for work scope specified on the card. All findings to be treated as [REDACTED];
 - B.6.3.27 All Tech /Cabin log defect rectification will be on [REDACTED];
 - B.6.3.28 All incoming carry forward defects and defects reported by the ferry crew;

B.6.3.29 All material required to rectify unusual findings resulting from excessive abuse, unapproved operation or non-compliance with the approve maintenance program;

B.6.3.30 All work that calls for Component Maintenance Manual or Vendor manual reference

B.6.4 Additional charges shall be as follows:

DETAILS	FIXED AMOUNT US DOLLARS (in words)	US\$
Any additional labour and all other work outside the fixed charges shall be charged per man-hour for all "on-Aircraft" work:	Fifty nine per man hour	59/-
For the performance of development engineering services, a labour charge per engineering man-hour shall apply: Any RAS/DER charges shall be for the account of the Customer.	One hundred and ten per engineering man hour	110/-
<u>For all "off-Aircraft" workshop work on, engines, Rotables/Repairable Components and other parts workshop labour rates shall be per man hour:</u>		
Component Workshops:	Sixty per man hour	60/-
Engine Workshops:	Eighty five per man hour	85/-
Process Shops:	Eighty five per man hour	85/-
Handling charges on sub-contracted work shall be EYEng's landed cost plus a mark-up of:	Ten percent with a maximum cap of Two thousand per single item	10% capped to 2,000/-
Handling charge per airway bill for clearing any Customer supplied material from Customs shall apply:	One hundred per AWB	100/-
Any material purchased or drawn from EYEng stock which falls outside the fixed charge shall be charged at landed cost plus a mark-up of:	Ten percent with a maximum cap of Two thousand per single part	10% capped to 2,000/-

B.6.5 The Customer agrees to pay all Boeing, Regulatory Authority or other manufacturer (as applicable) fees levied towards EYEng for any engineering work or release or supply of any drawings, documents, information or data to support repairs or defect rectification in connection with this Aircraft input.

B.6.6 Hangar fees in the event of TAT extension due to additional work or ground time extension due to reasons not attributable to EYEng, or the Customer's failure to collect the Aircraft on the Redelivery date will be US Dollars five thousand

(US\$5,000/-) per day or part thereof, in addition to all other charges.

- B.6.7 The Aircraft must be collected by the Customer on the completion of the agreed Services from EYEng. Failure to collect the Aircraft shall, after a grace period of two (2) days, will result in daily parking charges (outside of hangar) being incurred by the Customer of US Dollars two thousand (\$2,000/-) per day or part thereof.
- B.6.8 If applicable, fuel for ground run, flight test and departure assistance, airport ground handling and navigation and parking charges at the airport, shall be charged according to the respective suppliers invoice plus mark-up.

B.7 INVOICES AND PAYMENT TERMS

B.7.1 Fixed Charges

Upon signature of this Appendix EYEng shall present an invoice to the Customer for payment of the charges as to:

B.7.1.1 All the fixed charges:

B.7.1.1.1 A non-refundable deposit of ten percent (10%) of the fixed charges to secure the slot booking which will be implemented in the event that the slot is cancelled or delayed but without any obligation on the part of EYEng a grace period of three (3) days may be proposed and at EYEng's sole discretion; and

B.7.1.1.2 The remaining ninety percent (90%) of the fixed charges shall be settled on each Aircraft input.

B.7.2 Over and Above

B.7.2.1 EYEng shall raise a further invoice for over and above charges on reasonable estimate basis. This invoice shall account for materials used, additional labour utilized, and any other Services EYEng rendered to the Customer. This invoice shall be paid before Aircraft Re-delivery; and

B.7.2.2 After completion of the Services and Aircraft Re-delivery EYEng shall issue an invoice(s) for all non-fixed-charges and other Services not invoiced at the time of Aircraft Re-delivery. These invoices shall be payable within thirty (30) days of the date of issue.

B.8 WARRANTY

- B.8.1 All work performed by EYEng under this Appendix is warranted for twenty four (24) months or three thousand (3000) Flight Hours, whichever comes first from the date of completion of such work on the Aircraft.

B.9 INCENTIVES

- B.9.1 EYEng shall provide the Customer with furnished office space including a PC with Internet connection and e-mail access free of charge. EYEng shall also provide a dedicated telephone line, fax, and mobile phone to the Customer Local

Representative. All local calls shall be free but all international calls, faxes, and mobile calls shall be recharged to the Customer.

B.10 PENALTIES

B.10.1 If EYEng fails to Re-deliver the Aircraft for reasons within its control to the Customer by exceeding the turnaround time specified at Article [B.5], or as may from time to time be extended in accordance with this Appendix. EYEng shall be liable to pay the Customer as liquidated damages for the delay, US Dollars five thousand (US\$5,000/-) for each complete day, commencing on the third day after the scheduled Re-delivery date of the Aircraft and ending on the actual date upon which Re-delivery takes place. Such liquidated damages payable by EYEng to the Customer shall be subject to maximum of five (5) days.

IN WITNESS WHEREOF the Parties hereto have caused this Appendix to be entered into

Signed for and on behalf of

Signed

Name

Title

Date

Signed for and on behalf of

ETIHAD AIRWAYS ENGINEERING LLC

Signed

Name JEFF WILKINSON

Title **SVP & Accountable Manager, Technical**

Date