

VAS "Latvijas gaisa satiksme"  
eksemplārs

**CONTRACT for Primary & Secondary radars advanced tuning training**

Reference Number: LGS 2015/46

Between

**LATVIJAS GAISA SATIKSME**  
Int. Airport "Riga"  
Riga, LV-1053, LATVIA  
("LGS")

and

**THALES AIR SYSTEMS SAS**  
3 avenue Charles Lindbergh  
94150 Rungis  
France  
("THALES")

THALES and LGS are hereinafter collectively referred to as "Parties" and individually as "Party".

**PREAMBULE**

**Whereas** THALES desires to accomplish training courses for LGS and Serbia and Montenegro Air Traffic Services SMATSA Ilc (SMATSA) technical personnel,

**Whereas** some people from LGS and SMATSA personnel, intend to attend the same Radar training sessions on Primary and Secondary radars in THALES premises in France (Rouen-Ymare site). The price of the training session will then be shared as agreed between LGS and SMATSA.

**Whereas** THALES has a long and distinguished history in the teaching of training courses,

**NOW, THEREFORE,** the Parties agree to the following:

## 1. SCOPE OF SUPPLY

1.1. THALES shall provide LGS with Radar Advanced tuning training courses in Rouen (France) on the STAR2000 and RSM970S Radar systems for three (3) trainees (among a maximum of 6 trainees) for a period of three (3) consecutive weeks, as detailed in Annex 2 - Technical Description.

## 2. CONTRACT PRICE

Designation	Price in Euros (€)
1. Radar advanced tuning training session (STAR2000 & RSM970S)	77 800,00
<b>Total</b>	<b>77 800,00</b>

2.1. As agreed between LGS, SMATSA and THALES, the price of the training session will be equally shared between LGS and SMATSA if it is confirmed that both ANSP attend the training session together at the same time.

2.2. The total price to be paid by LGS will then come to **38 900,00 Euros**.

2.3. The total price to be paid by LGS does not depend on number of trainees. So in case of partial attendance by LGS, the session will be held as planned without partial refund.

2.4. Forty-five (45) calendar days prior to the beginning of the training session, Thales will confirm in written form to LGS, that SMATSA's contract to participate in the same training session is signed and not terminated.

2.5. In case SMATSA did not sign or did terminate the contract relating to this training session, more than forty-five (45) calendar days prior the beginning of the training session, this Contract shall automatically be deemed null and void without further obligation and without liability of the LGS or THALES.

## 3. LIMITS TO THE SCOPE OF SUPPLY

3.1. The price does not include the air flight tickets from Latvia to France, and return air flight tickets. Expenses incurred by the trainees during their stay in France in addition to the expenses included in the price, as mentioned in Clause 4 below, shall be borne by LGS.

## 4. PRICING CONDITIONS

4.1. The price set forth in Clause 2 is fixed and firm for the time period during which the Contract is performed in year 2015. It has been computed in Euro free of VAT (Value Added Tax) in France and free of tax, duty or any other charges in Latvia, which will be at the exclusive charge of LGS.

4.2. Prices do neither include any assistance nor expenses.

## 5. PAYMENT TERMS AND CONDITIONS

5.1. The Contract price shall be paid as follows:

- Thirty per cent (30%) Advanced-Payment within 10 (ten) calendar days but not earlier than forty-five (45) calendar days prior to the beginning of the training session upon:
  - Forty-five (45) calendar days prior to the beginning of the training session, THALES' confirmation in written form, that SMATSA's contract to participate in the same training, is signed and not terminated;
  - invoice from THALES.
- Seventy per cent (70%) of the total price of the Contract within fifteen (15) calendar days counting from the day when the training course has been fully completed, certificate of completion of training is signed by authorized representatives of both contracting parties and invoice is received.

5.2. Payments shall be made by bank transfer to the following bank account:

NATIXIS  
BP N°4  
75060 Paris Cedex 2  
IBAN : FR76 3000 7999 9904 0082 6000 089  
BIC : NATXFRPPXXX

## 6. TIME SCHEDULE

6.1. The dates of the training session shall be from the 07<sup>th</sup> until the 25<sup>th</sup> of September 2015.

## 7. WARRANTY

7.1. No warranty is provided under this Contract.

7.2. However, THALES guarantees that in the course of the training session, all the best professional skills shall be used.

7.3. The individual certificates for each trainee, confirming participation and completion of Primary and Secondary radars advanced tuning training, shall be provided by THALES' authorized representative after completion of training.

## 8. TERMINATION

8.1. Either party may terminate the Contract, by operation of law and without further formality, by serving a written notice to the other party with immediate effect,

8.2. In case of termination more than forty-five (45) calendar days before the beginning of the training session, this Contract shall automatically be deemed null and void without further obligation and without liability of the LGS or THALES,

8.3. In case of termination less than forty-five (45) calendar days before the beginning of the training session, termination will not affect payments already received by THALES or due by LGS for the performance of the Contract. It means that the total contract price in amount of 38 900 Euros has to be paid by LGS.

## 9. CONDITIONS OF CONTRACT

The following documents shall form part of the Contract:

- This Contract,
- The THALES General Conditions of Sale set forth in Appendix 1
- Technical Description of the training, set forth in Appendix 2.

In case of discrepancies between the Contract and any of the appendices, the Contract shall prevail.

## 10. FORCE MAJEURE

THALES shall not be liable to LGS if it cannot perform its obligations under the Contract due to the occurrence of a force majeure event i.e any event beyond its reasonable control such as governmental decision, war declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally available sources (including but not limited to electricity, water, fuel and the like), strike and lockout. In such a case, notice of the event shall be given by THALES to LGS and the time schedule shall be mutually agreed between Parties. The performance of the Contract shall be resumed as soon as practicable after the cause in question has come to an end. If the performance in whole or part of any obligation under the Contract is delayed by reason of force majeure for a period exceeding six (6) months, either party may request termination of the Contract or any part thereof; then the parties will try to agree upon a liquidation settlement; failing such an agreement, the provisions of clause 8 "Termination" will apply.

## 11. DISPUTES AND GOVERNING LAW

11.1. Any dispute arising in the executive process of the Contract shall be settled through consultations between both parties.

11.2 All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve between themselves within 30 working days, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the Rules.

The arbitration shall be held in Geneva (Switzerland). The language to be used in the arbitrage proceedings shall be the English language and the award shall be issued in English..

**12. COMING INTO FORCE**

The Contract shall come into force upon signature of this Contract by the Parties, at last forty-five (45) calendar days prior the beginning of the training session.

IN WITNESS WHEREOF, the Parties hereto execute this Contract in two (2) original copies by their duly authorized Representatives, each Party receiving one (1) original copy thereof.

For and on behalf of Thales Air Systems  
S.A.S:

For and on behalf of SJSC "Latvijas  
gaisa satiksme":

Made on 22.06.2015

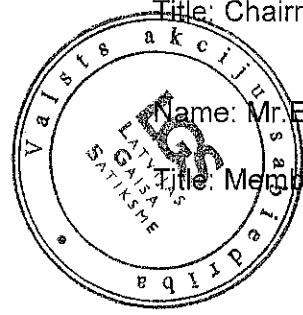
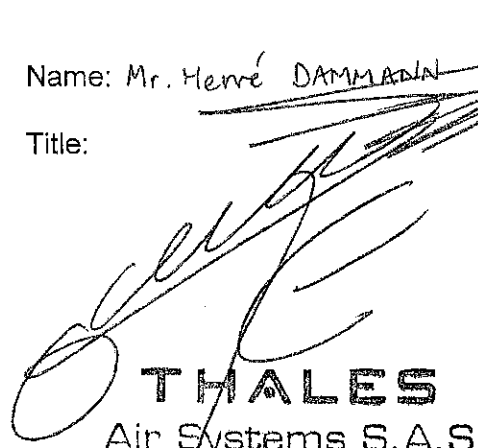
Made on 17.06.2015.

Name: Mr. Hervé DAMMANN

Name: Mr. Dāvids Tauriņš

Title:

Title: Chairman of the Board



Name: Mr. Elmārs Švēde

Title: Member of the Board



**THALES**  
Air Systems S.A.S

Hervé DAMMANN  
Vice President Sales & Business Development