

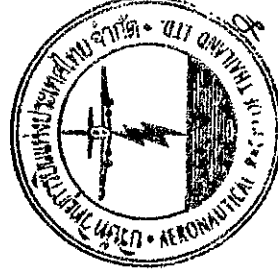
Contract No. PI 003/2017
FOR A SUPPLY AND INSTALLATION OF
ONE FLIGHT INSPECTION SYSTEM



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CONTRACT
FOR A SUPPLY AND INSTALLATION OF ONE FLIGHT INSPECTION SYSTEM

Contract No. PI 003/2017 is executed and delivered this 28 day of September, B.E. 2560 (A.D. 2017), between

AERONAUTICAL RADIO OF THAILAND LTD., a state-owned enterprise limited company organized under the laws of the Kingdom of Thailand, having its legal address at 102 Ngamduplee, Tungmahamek, Sathon, Bangkok 10120, Thailand, represented by Mrs. Sarinee Angsusingha, President of Aeronautical Radio of Thailand Ltd., hereinafter called "AEROTHAI", of the one part; and

Aerodata AG, a company organized under the law of Germany, having its registered office at Hermann - Blenk-StraBe 34-36, D-38108 Braunschweig, Germany represented by Dr. Manfred Haverland, Director Strategic Business Development hereinafter called "the Contractor" of the other part.

AEROTHAI and the Contractor mutually agree as follows:

1. CONTRACT DOCUMENTS

The following documents are attached to this Contract and are incorporated and made an integral part of this Contract, as though fully written out and set forth herein:

- A. i Conditions of Contract
- ii Technical Specifications as stated in Tender Documents for a Supply and Installation of One Flight Inspection System, Section F
- iii Tender Documents for a Supply and Installation of One Flight Inspection System, Section A - F, June 2017

- B. i Technical Proposal (Part 4) (Binder 1 and 2)

- ii Aerodata official responses:

- (1) Aerodata's clarification for Technical Proposal, AEROTHAI's from July 25, 2017, Ref. PI.GA 024/2017



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iii Aerodata's letter Ref: FA 040706 dated 4 August 2017 "Commercial Proposal FA 040706"

All of the foregoing documents, together with this Contract, are referred to herein as the "Contract Documents." Also incorporated into this Contract, and made part hereof, are all codes, designations, standards, standard specifications, and similar materials which are referred to in the Tender Documents and the Tenderer's response thereto.

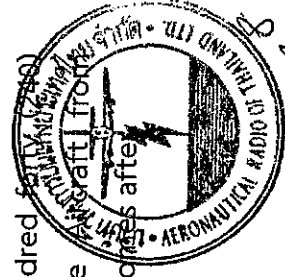
It is intended that Conditions of Contract serves as general conditions, and Technical Specifications define the specific requirements and conditions particular to this Contract. Headings and sub-sections within each Contract Documents may be repeated but their contents may serve its intended purposes and provide complete non-conflicting requirements in overall. It is Contractor's responsibility to ensure all terms and requirements within the whole of Contract Documents are met.

In case of discrepancy or conflict between any of the Contract Documents, the Contract shall prevail over all other Contract Documents. The Conditions of Contract shall prevail over all other Contract Documents except this Contract. In case of discrepancy or conflict between any of the Contract Documents, then the Contractor shall accept the determination made by AEROTHAI and shall not claim from AEROTHAI any expense or compensation which arises therefrom.

2. OBLIGATION OF THE CONTRACTOR

The Contractor agrees to:

- a) perform efficiently and faithfully all of the Activities and services and to furnish all of the equipment and materials described in the Contract Documents, and to supply and to provide all equipment, materials, supplies, goods, labor, installation and other things requisite for or incidental to the successful completion of the Activities and in carrying out all duties and obligation imposed by the Contract Documents.
- b) complete all Activities within the Project Completion Date of four hundred eighty (480) days from the Signing Contract Date or two hundred eighty (280) days from the date of AEROTHAI Notice to Receive the AEROTHAI's premise to begin the installation work, whichever comes after.



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3. OBLIGATION OF AEROTHAI

AEROTHAI agrees, subject to the terms and conditions of the Contract Documents, to pay to the Contractor the "Contract Price", consisting of the following:

The Total Price is DDP Baht 93,900,000.00

And pay for provision of FIS and all work carried out in accordance with Cost and Payment specified in Section F Technical Specifications (General Requirements), Item 7.5 Costs and Payments.

4. NOTICES

All notices called for under the terms of the Contract shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

AEROTHAI : The Inspection Committee
Aeronautical Radio of Thailand Ltd.
102 Ngamduplee, Tungmahamek,
Sathon, Bangkok 10120
THAILAND
Tel: +66 2 285 9666
Fax: +66 2 287 8166
+66 2 287 4733
e-mail address : channarong.cu@aerothai.co.th
mitree.nim@gmail.com
yazajiang@gmail.com

Contractor: Aerodata AG
Hermann – Blenk-StraBe
34-36, D-38108 Braunschweig
Germany
Tel: +49 (0)531/23 590
Fax: +49 (0)531/23 59 158
For the Attention of Dr.Manfred Haverland
e-mail address: haverland@aerodata.de
langhorst@aerodata.de
kleffmann@aerodata.de
phatcharin@royalsky.co.th
praewjai@royalsky.co.th



Such notices shall be in the English language or the Thai language as may be agreed upon by the Parties and served by sending by registered post, or delivering by hand. They can also be sent by facsimile or e-mail provided that the same shall be promptly confirmed in writing served in the same manner as aforementioned.

5. INTEGRATION

AEROTHAI and the Contractor agree that this Contract including the Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, and that no modification or alteration of this Contract shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract, except as may otherwise be specifically provided in the Contract Documents.

6. APPLICATION FOR BUSINESS LICENSE

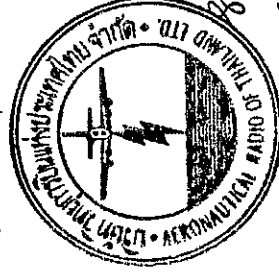
The Contractor who is a foreign company will be required to register and obtain a license (certificate) required to operate a business in the Kingdom of Thailand in accordance with the Alien Business Act B.E. 2542.

If the Contractor fails to submit a copy of such license (certificate) to AEROTHAI within ninety (90) days from the Signing Contract Date by any reason, AEROTHAI is entitled to terminate the Contract and confiscate Bank Guarantee(s). In this respect the Contractor hereby waives any claims against AEROTHAI whatsoever.

7. COUNTERPARTS

This Contract is executed in two identical counterparts: one for AEROTHAI, and one for the Contractor.

Both parties have read and understood all terms and conditions of this Contract and hereto append their respective signatures and affix their seals (if any) in the presence of witnesses.



AEROTHAI

the Contractor

By
[Signature]

By
[Signature]

(Mrs. Sarinee Angsusingha)
President

(Dr. Manfred Haverland)
Director Strategic Business Development

Witness
[Signature]

Witness
[Signature]

(Mr. Preecha Hariphong)

(Mrs. Sutthiya Patrapokinthorn)



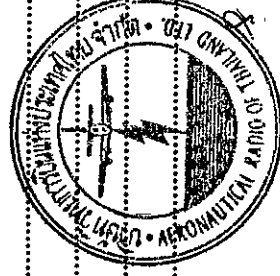
CONDITIONS OF CONTRACT



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1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Wherever the following terms are used in the Contract (as hereinafter defined) they shall have the meaning assigned to them except where the context requires otherwise for example those specific terms and meaning in Section F: including General Requirements, Annex A,B and C.

"Activities" means the totality of activities and/or works to be performed by the Contractor, consisting of supply and delivery of Equipment; if applicable), installation, tests, commissioning (if applicable), training, documentation and other services in order to fully and satisfactorily complete all his duties and obligations under the Contract.

"Addendum or Addenda" means additional contract provision (s) issued in writing by AEROTHAI.

"AEROTHAI" means Aeronautical Radio of Thailand Ltd., having its Head Office at Tungmahamek, Sathon, Bangkok, Thailand, and its authorized representative or representatives.

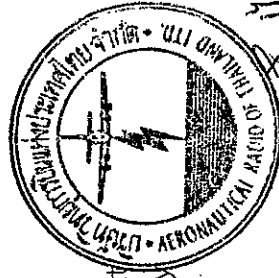
"Contract" means the contract between AEROTHAI and the Contractor for the Activities dated 28/9/2014 together with the Contract Documents, and any amendment thereof (if any)

"Contract Documents" means documents specified in the Contract as forming integral part of the same.

"Contractor" means the juristic person or persons, firm or company whose Tender has been accepted by AEROTHAI and who agrees to accomplish the Activities for AEROTHAI and includes the Contractor's personal representatives, legal successors, and permitted assignees.

"Contract Period" means the time agreed for completion of the Activities.

"Contract Price" means the sum designated as such in the Contract, subject to such additions thereto of deductions therefrom as may be made under the provisions of the Contract.



"day (s)" means a calendar day or consecutive calendar days unless otherwise specified.

"Engineer" means the Engineer designed by AEROTHAI to monitor the Works in the Contract or other Engineer appointed from time to time by AEROTHAI and notified in writing to the Contractor to act as Engineer for the purposes of the Contract.

"Equipment" means any product, system, equipment, software, material or spare parts defined as such in the Technical Specifications (Section) to be supplied, delivered and installed or otherwise provided by the Contractor under the Contract as stipulated in Condition 51 (Scope of Supply).

"Force Majeure" means any event, the happening or pernicious results of which could not be prevented even though a person against whom it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation.

"Project Completion Date" means the date by which the Contractor is to have demonstrated to AEROTHAI's satisfaction after completion of the whole of the Activities including all Contractor's duties and obligations as prescribed in Condition 27 (Certificate of Project Completion) have been fully completed in accordance with the Contract.

"site" means the actual place where the Equipment delivered and installed, and other elements of the Activities performed

"Subcontractor" means any person, corporation, company, partnership or firm (other than the Contractor) to whom any part of the Contract has been sublet with the consent of AEROTHAI, by the Contractor.

"Temporary Works" means work camp and/or Site offices as to be provided by the Contractor



“Tender” means an offer to perform the Activities submitted in response to the relevant Invitation to Tender issued by AEROTHAI.

“Work(s)” means part of the Activities to be performed by the Contractor under the Contract

“DDP(Site)” means “Delivered Duty Paid (Name of destination)” shall have the meaning assigned by INCOTERMS 2010 but without prejudice to the requirements of any other provisions of the Contract which shall be deemed to have precedence.

1.2 INTERPRETATION

- (a) Words importing the singular only also include the plural and vice versa where the context requires.
- (B) The heading to any provision shall not affect the interpretation thereof.

1.3 LANGUAGE AND NUMBERS

All drawings, designs, specifications, manuals, name plates, markings, operating instructions, statements, schedules, notice documents, user interfaces and all written communications between AEROTHAI and the Contractor, concerning the Contract, shall be in the English language or Thai language as may be agreed between the parties, unless otherwise stipulated in the Contract, and in the metric system of weights and measures, unless otherwise specified.

2. INTENT OF CONTRACT DOCUMENTS

All of the Contract Documents are complementary, and what is called for by one element thereof shall be binding as if called for by all. In the case of any discrepancy between any of the Contract Documents, or any defective description or ambiguity, the matter shall be promptly submitted to AEROTHAI, which shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at the Contractor’s own risk and expense. In all cases of discrepancy, defective description, or ambiguity, the interpretation given by AEROTHAI shall be binding on the Contractor.



3. PERFORMANCE SECURITY

3.1 The Contractor shall, at the time of executing the Contract, deposit with AEROTHAI a Performance Security for the due and proper performance of the Contract in the amounts of ten (10) percent of the total price of the Contract

The Performance Security shall also insure payment of any obligations, damages, Liquidated damages, or expenses for which the Contractor may become liable to AEROTHAI.

3.2 The Performance Security shall be payable in Baht.

3.3 Unless and until an official receipt is issued with respect to the Performance Security, AEROTHAI shall not be responsible for any such Performance Security lodged under this Condition. Failure to deposit Performance Security at the time specified in this Condition shall be a breach of the Contract, and AEROTHAI may, at its absolute discretion, cancel the Contract without liability.

3.4 The Performance Security shall be released after the expiry of the appropriate Warranty Period (s) or at such later time as the Contractor has discharged all his obligations to AEROTHAI under the Contract. The Contractor shall maintain the validity of the Performance Security accordingly.

4. INFORMATION CONCERNING THE SITE

4.1. It shall be the responsibility of the Contractor to obtain complete and accurate information concerning the Site and/or a hosting platform or structure that the Activities may be carried out upon, and any equipment at present installed thereon, and the Contractor will ensure that the Equipment complies with any local by-law and other legal requirements. Inadequate or inaccurate information, including information given in good faith by AEROTHAI in the Contract Documents or otherwise, will not be accepted as a reason for the Contractor avoiding all or any of his responsibilities under the Contract or as the basis for any adjustment to the Contract Price.



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4.2 Any relevant information held by AEROTHAI shall be made available to the Contractor on request. Visits to the Site, and/or a hosting platform or structure that the Activities may be carried out upon, by the Contractor's engineers, other representatives or agents shall be permitted, subject to prior arrangement with AEROTHAI.

5. MASTER PROGRAMME

The Contractor shall provide AEROTHAI separately a complete and full detailed GANTT or other internationally accepted scheduling chart (the "Master Programme") for Overall Project subject to mutual agreement within 15 days from the Signing Contract Date.

Such Master Programme shall contain a tentative schedule for all works to be performed by the Contractor, for example as applicable, the Activities for each Site comprising of production, delivery of equipment, installation, testing, and other activities which shall be completed within the Project Completion Date.

Such Master Plan and any individual plan shall be updated periodically in order to reflect accurate information.

Not later than sixty (60) days before commencement of each testing, the Testing Procedure for FAT shall be submitted to AEROTHAI for approval.

6. COMMENCEMENT TIME AND TIME OF COMPLETION

All Activities shall be completed within the Project Completion Date of four hundred eighty (480) days from the Signing Contract Date or two hundred forty (240) days from the date of AEROTHAI Notice to Receive the Aircraft from AEROTHAI's premise to begin the installation work, whichever comes after.

7. RESPONSIBILITY FOR DESIGN

The Contractor shall be solely responsible for the adequate designs including shop-drawings, if applicable, as well as coordinated functioning of all Equipment supplied under the Contract. AEROTHAI's design requirements are as stated elsewhere in the Contract Documents and the Contractor shall conform to the best engineering practice for the operating conditions specified.



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8. IMPORT LICENSE/ RADIO COMMUNICATION EQUIPMENT REGISTRATION

8.1 If an Import License is required for the Equipment to be supplied under the Contract, the Contractor must obtain the relevant Import License before shipment can be made. Any fine or expenses caused by unauthorized shipment will be the Contractor's sole responsibility.

8.2 In the case of the importation of radio communication equipment, which has not previously been imported into Thailand, the following original documents are required for a Type Approval Test before an Import License will be issued by the Office of National Telecommunications Commission:

- a) Catalog;
- b) Technical Specification;
- c) Operation Manual and Maintenance or Service Manual; and
- d) Circuit Diagram.

8.3 The radio communication equipment shall be registered from the Office of National Broadcasting and Telecommunications Commission before the System Completion Date.

8.4 In all cases where export licenses are required for the export of the Equipment and Service, obtaining any such licenses shall be the responsibility solely of the Contractor.

8.5 In event that and end user certificate and/or completed DSP-83 form is required for the services of this contract, AEROTHAI shall provide the purchase order or other document appropriately required to allow the contractor to apply for the export license, and the contractor shall ensure within its reasonable control for successful export. Time taken for AEROTHAI to provide necessary documentation for export shall be exempted in considering liquidated damages. Failure of the export permits, or withdrawal/termination of a required export permit by the said exporting state, if proven to be clearly beyond control of the contractor, shall relieve the contractor of its obligations without liability for any consequential losses. In such case, the contractor shall provide work around measures and remain responsibility under services until completion.



9. SHIPPING

9.1 If any Equipment to be delivered to AEROTHAI according to the Contract is to be carried by sea on a route where Thai vessels are in carriage service and have space available according to a Notification issued by the Ministry of Transport, the Contractor must make arrangements for the shipment of such Equipment to Thailand by Thai vessels or vessels which enjoy rights similar to Thai vessels, unless permission has been obtained from the Marine Department before such Equipment is carried by non-Thai vessels.

9.2 In delivering Equipment according to the Contract, the Contractor must submit two (2) copies of the Bill of Lading to AEROTHAI at least fifteen (15) days before the arrival of each shipment at the Port of Bangkok showing that the Equipment is carried by Thai vessels or vessels which enjoy rights similar to Thai vessels. In cases where such Equipment is not carried from abroad by a Thai vessel or vessels which enjoy rights similar to Thai vessels, the Contractor must submit evidence to AEROTHAI showing either that permission has been obtained from the Marine Department allowing the carriage of Equipment by non-Thai vessels or that payment of a special fee has been made due to the non-carriage of Equipment by Thai vessels according to the Mercantile Marine Promotion Act B.E. 2521.

9.3 In cases where the Contractor does not submit to AEROTHAI either of the type of evidence mentioned in the preceding clause of this Condition, but nevertheless desires to make delivery of such Equipment to AEROTHAI in advance without receiving payment for such Equipment, AEROTHAI is entitled to take delivery of such Equipment and shall pay the price for such Equipment when the Contractor has properly fulfilled the aforesaid requirements.

10. SHIPPING DOCUMENTS

At least fifteen (15) days before the arrival of each shipment of Equipment at a port in Thailand, the Contractor shall submit to AEROTHAI at least the following shipping documents:

- a) two (2) copies of clean-on-board Bill of Lading or Air Waybill as the case may be;
- b) six (6) copies of Contractor's detailed invoice;
- c) three (3) copies of Manufacturer's Inspection Certificate;
- d) six (6) copies of packing list;



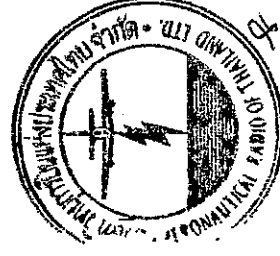
- e) two (2) copies of insurance policy; and
- f) three (3) copies of Certificate of Origin.

11. QUALITY OF THE EQUIPMENT

- 11.1 The Contractor guarantees that the Equipment to be furnished shall be of a quality not below than that stipulated in the Technical Specifications, and be brand new and never before used elsewhere, except as required during normal manufacture and testing.
- 11.2 The above Equipment which are computers and/or hardware and/or software may be replaced by the Equipment whether in whole or in part with same or better quality and technology without additional cost whatsoever and is also subject to a prior written approval from AEROTHAI.
- 11.3 If the price of the replacement Equipment is lower than that of the Equipment as specified under the Contract, the Contractor shall refund the price difference to AEROTHAI.

12. OWNERSHIP OF EQUIPMENT

- 12.1 Intentionally Left Blank
- 12.2 The property in all Equipment and other related equipment and parts shall pass to AEROTHAI upon the Project Completion Date. In the event that the Equipment has been delivered prior to AEROTHAI's authorization but cannot be installed, the Contractor shall be responsible for maintenance, related expense and insurance stating AEROTHAI as the beneficiary.
- 12.3 The Contractor shall be responsible for effecting full insurance coverage in respect of all Equipment until such time, and condition and coverage as shall be accepted by AEROTHAI. A copy or copies of the appropriate insurance policy(ies) and the receipt(s) for payment of the current premium(s) shall be provided to AEROTHAI within thirty (30) days of execution of the Contract.



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13. ASSIGNMENT AND SUBLETTING

13.1 The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under without the prior written consent of AEROTHAI. Provided that the Contractor may transfer any monies due or become due under the Contract in favor of his bankers without the written consent of AEROTHAI but he shall notify AEROTHAI of such transfer within fifteen (15) days.

13.2 The Contractor shall not sublet the whole of the Activities. Except where otherwise provided for by the Contract, the Contractor shall not sublet any part of the Activities without the prior written consent of AEROTHAI. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the defaults and neglects of any Subcontractor, his agents or workmen as the case may be.

14. CONSTRUCTION OF BUILDING AND UTILITIES

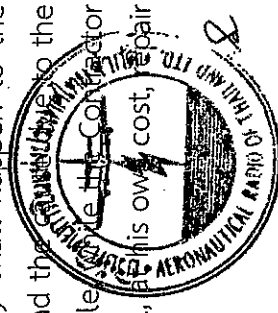
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15. GENERAL OBLIGATIONS FOR CONSTRUCTION OF BUILDING & UTILITIES

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16. CARE OF WORK

From the commencement of the Works until the date stated in the Certificate of Project Completion for the whole of the Works pursuant to Condition 26 (CERTIFICATE OF PROJECT COMPLETION) hereof the Contractor shall take full responsibility for the care thereof. When AEROTHAI has issued a Certificate of Project Completion in respect of the Permanent Works the Contractor shall cease to be liable for the care of the Permanent Works from the date stated in the Certificate of Project Completion and the responsibility for the care of the Works shall pass to AEROTHAI. Provided that the Contractor shall take full responsibility to complete any outstanding work as specified in Condition 27 (CERTIFICATE OF PROJECT COMPLETION) hereof. In the case of damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, and the Contractor shall be responsible to the extent of the cost of repair of the Works for which the Contractor is not responsible, the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair



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and make good the same, so that at completion Works shall be in good order and condition and in conformity with every aspect with the requirements of the Contract.

17. MATERIAL AND WORKMANSHIP

17.1 All Material and workmanship shall be of the kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacturer or fabrication, or on the Site or at such other place or places as may be specified in the Contract, on at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labor and materials as are normally required for examining, measuring and testing any work and the quality, weight of quantity of any material used and shall supply samples of materials before incorporating in the Works for testing as may be selected and required by the Engineer.

17.2 All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

17.3 The cost of making any test shall be borne by the Contractor if such test is clearly intended or provided for in the Contract and, in the case only of a test under load or if a test to ascertain whether the design of any finished or partially finished in the Contract in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

17.4 If any test is ordered by the Engineer, which is either:

- a) not so intended or provided for, or
- b) (in the cases above mentioned) not so stated, or
- c) though so intended or provided for, is ordered by the Engineer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the materials tested. Then the cost of such test shall be borne by the Contractor, if the test shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instructions.

18. KEEP SITE CLEAN

INTENTIONALLY LEFT BLANK (Not Applicable)



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19. REMOVAL OF IMPROPER WORK AND MATERIALS

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20. TECHNICAL TRAINING

20.1 The technical training programme shall be covered all FIS operation and maintenance subjects. It shall be consisting of class room for duration between 10 to 20 working days, flight training for 40 flight hours and on-job training for 10 working days. The on-job-training shall be conducted after final acceptance processes has been done and conducting while usual flight inspection schedule which determined the date and location by Aerothai. The cost of fuel during on job training shall be under responsibility by Aerothai. The Contractor shall be responsible for instructor(s) accommodation.

20.2 The On-the-job training shall be conducted at AEROTHAI hangar or any facility within Thailand.

20.3 The Contractor shall provide a course syllabus and a Training Plan not later than sixty (60) days before the training starts.

20.4 The Training Plan shall describe the objectives, pre-requisites, duration and approach for training involved with the delivered system (both hardware and software).

20.5 To ensure a good standard of training, the Contractor shall provide instructors who are fully trained in Instructional Techniques and qualified for training the required topics.

20.6 Course syllabus, training plan and Instructors shall be agreed by a mutual consent between AEROTHAI and the Contractor.

21. INSTALLATION

21.1 The Contractor shall be solely responsible for the proper installation and configuration, including certification as appropriate, of the Equipment as part of the Activities under this Contract.



- 21.2 The Contractor shall provide all labor, material, tools, utility charges, and other things that are or may be required by the Contractor to perform under the Contract.
- 21.3 Such schedule shall be adequately detailed and fully synchronized with the Master Program for the Contract.
- 21.4 The Contractor shall be solely responsible for the provision of sufficient quantities of suitably qualified and experienced supervisory personnel, know-how, documentation, tools and such other persons and materials as may be necessary for the proper installation.
- 21.5 If the installation of any Equipment is not completed in accordance with the schedule provided by the Contractor due to delay in the delivery of Equipment, the Contractor shall continue to supervise the installation so affected until it is completed at no additional cost whatsoever to AEROTHAI.
- 21.6 AEROTHAI reserves the right to observe the installation and configuration of the Equipment as part of the Activities under this Contract.

22. THE CONTRACTOR'S EMPLOYEES

- 22.1 Employees of the Contractor and/or Subcontractors employed in the performance of Activities and services under the Contract shall, at all times, be identified and recognized as the employees of the Contractor and/or Subcontractors, under its administrative control, and shall at no time be identified as employees of AEROTHAI.
- 22.2 The Contractor and/or Subcontractors shall obtain and furnish necessary security clearances, personal passports, visas, work permit and all other necessary documents for personnel performing services under the Contract. AEROTHAI will issue such documents as are necessary to assist in obtaining permission from the authorities in Thailand for foreign personnel to perform the Activities under the Contract.
- 22.3 At all times covered by the Contract, the Contractor and/or subcontractors shall exercise complete control over their employees. The Contractor and/or Subcontractors and their employees shall conform to all applicable local laws, regulations and ordinances and shall promptly correct any violation of their attention.



22.4 The Contractor and/or Subcontractors shall be responsible for the professional and technical competence of their employees and will try their best to select and employ only those persons who in their judgment will be reliable, competent and who will comply with local laws, customs and conform to a high standard of moral and ethical conduct.

22.5 The Contractor and/or Subcontractors agree, upon written request by AEROTHAI, to terminate the employment in Thailand of any of their employees performing Activities under the Contract, if AEROTHAI considers that such termination is necessary to protect the interests of AEROTHAI. The Contractor and/or Subcontractors shall bear all the expenses necessary for such termination of employment and shall provide replacement for any such personnel, at their own expense, within specified time to be notified by AEROTHAI.

23. DIRECTIONS AND INSTRUCTIONS

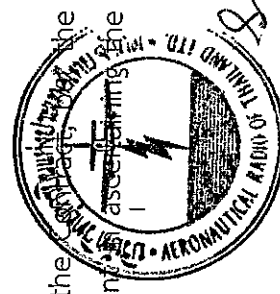
Directions and instructions given verbally to the Contractor's personnel by AEROTHAI or its designated personnel shall be binding upon the Contractor, provided that they are confirmed in writing within seven (7) days.

24. ALTERATIONS, ADDITIONS AND OMISSIONS

AEROTHAI shall make any variation of the form, quality or quantity of the Activities or any part thereof that may, in his opinion, be necessary; and for that purpose that, AEROTHAI shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) increase or decrease the quantity of any Activities included in the Contract,
- b) omit any such Activities,
- c) change the character or quality or kind of any such Activities,
- d) change the levels, lines, positions and dimensions of any kind necessary for the completion of the Activities.
- e) Execute additional work of any kind necessary for the completion of the Activities.

And no such variation shall in any way vitiate or invalidate the Contract or its value, if any, of all such variations shall be taken into account in the amount of the Contract Price.



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24.1 No such variation shall be made by the Contractor without and order in writing of AEROTHAI. Provided always that the powers of AEROTHAI under this Condition shall be subject to the prior written approval of the AEROTHAI.

24.2 All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of AEROTHAI, the same shall be applicable. If the Contract does not contain any rates or prices shall be agreed upon between AEROTHAI and the Contractor. In the event of disagreement AEROTHAI shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

25. EQUIPMENT PRE-INSPECTION

AEROTHAI is entitled to inspect all materials and equipment during manufacture, fabrication, or tests prior to preparation for shipment, and to witness any or all tests, at any times and places during the Contract Period. The Contractor shall notify AEROTHAI at least sixty (60) days in advance when and where the materials or equipment will be inspected and tested. The making of any inspection or witnessing of any test, shall in no way relieve the Contractor of the responsibility for equipment and/or materials meeting all of the requirements of this Contract.

26. ACCEPTANCE, INSPECTION AND TESTING

26.1 The Equipment shall be subject to at a minimum to the tests detailed in Condition 26.2 - 26.3 below. The tests shall be performed by the Contractor at his own expenses whatsoever and, if desired, be witnessed by AEROTHAI Inspection Committee. If the installed Equipment, components or materials fail to meet the Contract requirements due to the fault of the Contractor, the Contractor will be given an opportunity to rectify or replace so as to conform but without prejudice to the Contract Period or Completion Date.

26.2 The FAT shall be performed on the Equipment to ensure compliance with the requirements of the Contract. The Contractor shall be responsible for the set up of equipment as well as the provision of all tests, gears and instruments in order that the FAT can be performed and completed in an expedient manner. The FAT shall be witnessed by AEROTHAI Inspection Committee. The test results may be shown to be satisfactory, but the Contractor shall be responsible for ensuring that the FAT fulfills the requirements of the Contract and, if satisfactory, AEROTHAI Inspection Committee will endorse the FAT result in respect of the Equipment.



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26.3 If any test result(s) which must be performed at the factory is not satisfactory, the Contractor shall be responsible for any additional expense incurred for AEROTHAI to participate in the new FAT.

27. CERTIFICATE OF COMPLETION

Upon completion of the Activities, AEROTHAI shall issue Certificates as follows:

27.1 Intentionally Left Blank

27.2 Certificate of Project Completion

After the whole of the outstanding Activities have been fully completed as prescribed by the Contract, the Contractor shall give a notice to that effect to AEROTHAI accompanied by an undertaking to maintain his warranty obligations of the mentioned Equipment. Such notice and undertaking shall be in writing and shall be deemed a request by the Contractor for AEROTHAI to issue a Certificate of Project Completion in respect of the activities. AEROTHAI shall within fifteen (15) days of the date of delivery of such notice, either issue to the Contractor a Certificate of Project Completion stating the date on which, in its opinion, the Activities were fully completed in accordance with the Contract, or give instructions to the Contractor specifying all the work which, in its opinion, requires to be done by the Contractor before the issue of such Certificate of Project Completion.

For the purpose of this Condition, the Activities will be considered to be fully complete when all obligations of the Contractor except warranty have been fulfilled. The decision of AEROTHAI with respect to what constitutes the full completion shall be final and not subject to question by the Contractor.

When the Certificate of Project Completion is issued to the Contractor, the liability of the Contractor to pay liquidated damages under Condition 44 (Liquidated Damages) shall cease but, however, the Contractor shall still be liable to pay for any expenses actually and necessarily incurred by AEROTHAI during the performance of the outstanding Activities remained in the Contract.



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28. TERMS OF PAYMENTS

Each payment shall take place upon presentation of a correct and fully itemized invoice and such other documents as may be required by AEROTHAI.

Details of payment terms are described in Section F.

For any Advance Payment of fifteen (15) percent of total price of contract required by this Contract, the Bank Guarantee (Advance Payment) shall be issued by a bank in Thailand for an amount equivalent to the Advance Payment. Such Bank Guarantee shall be in the form stipulated and valid from the date of receipt of the Advance Payment up to the date of issuance of the Certificate of Project Completion by AEROTHAI.

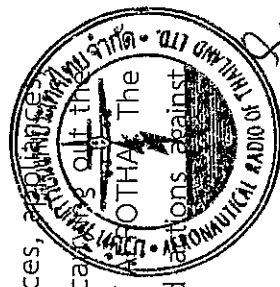
The said Bank Guarantee (Advance Payment) shall be released after the Certificate of Project Completion has been issued by AEROTHAI and until Contractor's duties and obligations under the Contract have been fulfilled (excluding Warranty). Each payment shall be made by way of Telegraphic Transfer to the Contractor's account in accordance with the complete documents as to be submitted by the Contractor to AEROTHAI for approval.

VAT and/or Withholding tax shall be deducted from each payment at the rate prescribed by Thai laws. The Contractor shall be responsible and pay for any stamp duties arising out of this Contract. (if any)

Upon receipt of each payment, the Contractor shall furnish a cash receipt signed by the Contractor or by the receiver to AEROTHAI by hand or by registered mail sent to AEROTHAI within seven (7) days.

29. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

29.1 The Contractor shall hold harmless and indemnify AEROTHAI from all costs that may occur due to intellectual property rights infringement or alleged intellectual property rights infringement from use of any patented inventions, copyrighted or uncopyrightable compositions, registered designs, articles, devices, processes, manufactured, delivered, etc. by the Contractor in carrying out the Activities, including their being used or being at the disposal of Contractor shall, at his own cost, defend all claims, suits and



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AEROTHAI, provided the Contractor is notified not later than thirty (30) days after the receipt by AEROTHAI of notice of institution of any such suit or claim and the Contractor is given full power and authority thereto.

Upon the performance of the Activities, if the Contractor is required under this Contract to provide AEROTHAI with any license to use any of the Contractor's or third party's software(s), copyright and/or other intellectual properties, the Contractor shall grant and/or provide to AEROTHAI the perpetual and royalty-free licenses of same in the legal form(s) acceptable to AEROTHAI.

The Contractor shall use all legal intellectual property rights in performing the Activities as required herein.

In performing of the Activities, the Contractor shall not make any copy, or duplication, or do any act or thing which may be deemed as infringement of any intellectual property rights of a third-party.

29.2 Unless otherwise expressly provided herein, the Contractor, its employees, representatives, and subcontractors shall keep strictly confidential any and all of AEROTHAI's trade secret and information, which may be obtained by the Contractor (whether directly or indirectly) in the course of or as a result of the discharge of its obligations under this Contract, including all information given to AEROTHAI by the Contractor (whether directly or indirectly) in pursuance of its obligations hereunder. The aforesaid confidential information shall also include all communication messages made via telephones, facsimiles, or other devices, whether verbally or in writing (hereinafter referred to as the "Information"). The Information shall be treated by the Contractor, its employees, representatives, and subcontractors as strictly confidential and shall not be disclosed by any of them to any third party without obtaining prior written consent from AEROTHAI.

29.3 Upon the termination of this Contract, the Contractor shall return all documents, materials, things, and all type of media, which contain the Information, to AEROTHAI immediately.

29.4 All the provisions contained in this Condition 28 shall survive after the termination of this Contract.



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30. TAXES AND DUTIES

The Contractor shall be responsible for all taxes, duties, fees or other expenses of whatsoever nature incurred in Thailand or other countries in supplying the Equipment and performing Activities under the Contract.

31. COMPLIANCE WITH LAW AND REGULATIONS

31.1 The Contractor shall give all notices and pay all fees required to be given or paid by any law or any regulation, if any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

31.2 The Contractor shall conform in all respects with the provisions of any such laws as aforesaid and the regulations or by-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against any penalty and liability of every kind for breach any such statute, Ordinance or Law, regulation or by-law.

32. NON-DISCLOSURE

The Contractor agrees not to communicate, disclose, or use in advertisements, publicity or sales promotion, any photographs or other reproductions of the Activities covered by the Contract, or a description of the size, dimensions, quantity or quality, or other information concerning the Activities, except as provided for elsewhere in the Contract without the prior written permission of AEROTHAI.

33. FAILURE TO MEET REQUIREMENTS

33.1 AEROTHAI shall have the right at any time to require the Contractor to make any changes in the Activities covered by the Contract, which may be necessary to make the Activities conform to the requirements of the Contract, without additional cost to AEROTHAI.



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33.2 Any defects in the Equipment or other failure to meet the requirements of the Contract, due to the fault of the Contractor, including errors and omissions on the part of the Contractor, which are disclosed prior to final payment or prior to acceptance by AEROTHAI after completion of all tests, whichever occurs at a later date, shall be corrected entirely at the expense of the Contractor. The time used for any correction or replacement of the Equipment shall not be taken by the Contractor as an excuse for an extension of the Completion Date.

34. INSURANCE OF ACTIVITIES

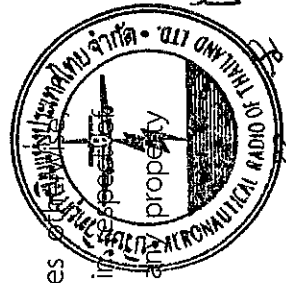
Without limiting his obligations and responsibilities under Condition 35 hereof, the Contractor shall, so far as insurable by using his best effort and at his own cost, insure in the joint names of AEROTHAI and the Contractor against all loss or damage to the Activities from whatever cause including strike, riot, and civil commotion, arising during the performance under this Contract and in such manner that AEROTHAI and the Contractor are covered for the period stipulated in Condition 16. (CARE OF WORKS) hereof and are also covered during the Warranty Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Condition 41 (WARRANTY) hereof:

- a) the Activities for the time being executed to the estimated current value thereof, or such additional sum as may be specified together with the Equipments or materials for incorporation in the Activities at their replacement value;
- b) The other things brought on to the Site by the Contractor to the replacement value of such other things.

Such insurance shall be affected with Dhipaya Insurance Public Company Limited registered in Thailand, and in terms approved by AEROTHAI, whose approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to AEROTHAI the policy or policies of insurance and the receipts for payment of the current premiums.

35. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall, except if and in so far as the Contract provides otherwise, indemnify and save harmless AEROTHAI against all losses and claims in respect of injuries or damage to any person or material or physical damage to any



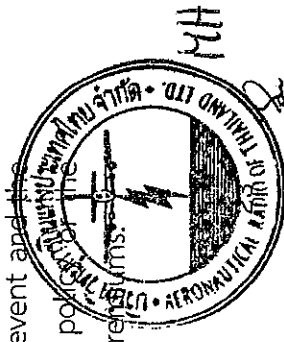
whatsoever which may arise out of or in consequence of the execution and maintenance of the Activities and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:

- a) The permanent use or occupation of premises by the Equipment or any part thereof which is not caused or contributed to by the fault of the Contractor, his agents or his employees;
- b) The right of AEROTHAI to execute the Activities or any part thereof on, over, under, in or through any land;
- c) Injuries or damages to persons or property solely resulting from any act or neglect of AEROTHAI or its employees.

36. LIABILITY INSURANCE

36.1 Without in any way limiting the Contractor's obligations and responsibilities under Condition 35 above the Contractor shall carry insurance, at his own cost, with Dhipaya Insurance Public Company Limited registered in Thailand as follows:

- a) For all workmen and employees employed on the Activities. This insurance shall cover against all liabilities of the Contractor, including those of any Subcontractors, in respect of any damages or compensation payable according to the law in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any Subcontractors.
- b) For Third Party
Before commencing the execution of the Activities for, the Contractor (but without limiting his obligations and responsibilities under Condition 34) shall insure against damage, loss or injury which may occur to any property (including that of AEROTHAI) or to any person (including any employee of AEROTHAI) by or arising out of the execution of the Activities or in the carrying out of the Contract. Such insurance shall be effected with an insurer and on terms approved by AEROTHAI (whose approval shall not be unreasonably withheld) for at least Baht 3,000,000.00 (Three Million Baht) for Bodily Injury and Baht 3,000,000.00 (Three Million Baht) for each site, for Property Damage in respect of any one accident or series of accidents arising out of any one event and the Contractor shall, whenever required, produce to AEROTHAI the policies and receipts of insurance and the receipts of payment of the current premium.



36.2 If the Contractor shall fail to effect and keep in force the insurance referred to in Condition 36.1 hereof, or any other insurance which he may be required to effect under the terms of Contract, then and in any such case AEROTHAI may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the AEROTHAI as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

37. SUSPENSION OF THE ACTIVITIES

AEROTHAI may suspend at any time, in whole or in part, the Activities called for by the Contract in a reasonable time. The Contractor may be entitled to reimbursement for any actual, reasonable, and necessary expenses caused by any such suspension.

38. COMPLETION OF ACTIVITIES

All the Activities agreed upon in the Contract, comprising of satisfactory completion and delivery and installation and other services and all tests necessary to fully demonstrate compliance with Contract requirements, shall be completed within four hundred eighty (480) days from the Signing Contract Date.

39. EXTENSION OF TIME

39.1 Should the Contractor be delayed in the completion of the Activities by any act or neglect of AEROTHAI, or of any employee of AEROTHAI or by any other contractor employed by AEROTHAI or by Force Majeure or by any causes which the Contractor is not responsible, then an extension of time sufficient to compensate for the delay will be granted by the Employer. Provided that AEROTHAI is not bound to take into account any act or circumstance by which the Contractor claims to have delayed unless the Contractor has within fifteen (15) days after such act or circumstance has arisen, submitted to AEROTHAI full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. No claim for extension of time will be considered by the Engineer and AEROTHAI unless full and detailed particulars are submitted to the Engineer before expiry of the time stipulated in the Contract for completion of the Activities.



Extension of time will not be granted for delayed caused by unfavorable hydrological and climatic conditions, unsuitable subsurface or ground conditions, inadequate construction force, or labor, or inadequate budget or the failure of the Contractor to place orders for equipment or materials sufficient in advance to ensure delivery when needed.

39.2 Should the amount of extra or additional work of any kind referred to in these Conditions of Contract be such as fairly to entitle the Contractor an extension of time for the completion of the Works, the Employer shall determine the length of such extension and shall notify the Contractor accordingly.

The Contractor shall not be entitled to claim for expenses or any damages incurred from the delay in the completion of Activities by Force Majeure or any event beyond the control of AEROTHAI.

40. CANCELLATION OF OR DECREASE IN PENALTY

The cancellation of or decrease in the amount of a penalty for the Contractor or an extension to the Project Completion Date (if acceptable by AEROTHAI) shall be at AEROTHAI's sole and absolute discretion, and be based on the number of days of the actual occurrence only in the following cases :

- a) the event arising from AEROTHAI's fault or mistake;
- b) force majeure;
- c) the event occurring as a result of any act for which neither party is liable under law.

The Contractor shall notify AEROTHAI of any such aforesaid event within 15 days of its end. If the Contractor fails to notify AEROTHAI within the specified time, the Contractor cannot raise the event as grounds for cancellation of or decrease in penalty, or extension to the Completion Date thereafter, except in the case of Condition 40 a) or where there is clear evidence that AEROTHAI is well aware of the matter from the beginning.



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41. WARRANTY

41.1 Warranty of Equipment

41.1.1 The Contractor warrants that all Equipment supplied under the Contract shall be free from all or any defects due to faults in materials, design, fabrication, production, supervision of installation or any other cause for which the Contractor is responsible under the Contract or otherwise fails to meet the performance expectations stated by the Contractor for a period of two (2) years from the System Project Completion Date stated in the Certificate of Project System Completion in accordance with the provisions of Condition 27 (CERTIFICATE OF COMPLETION).

41.1.2 In the event that the Equipment or any part or component or board thereof becomes defective or fails to meet the performance expectations within the Equipment Warranty Period, the Contractor will instantly repair or replace defective Equipment not later than thirty (30) days of receiving notice from AEROTHAI. Such timescale shall also apply to the return to AEROTHAI in a functioning state of any Equipment or any part or component or board thereof removed from its original location for repair or replacement.

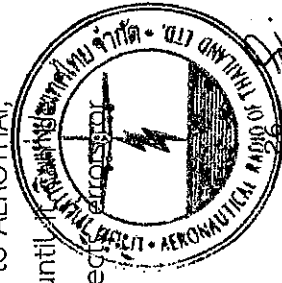
Meanwhile AEROTHAI shall remedy the defect or correct the failure to ensure continuity in the Equipment's operations.

41.1.3 Should the Contractor fail to carry out his obligations under 41.1.2, then AEROTHAI may remedy the defect or correct the failure to meet the agreed level of Guaranteed Performance, or have such remedies or corrected by a third party, at the Contractor's expense.

41.1.4 The Warranty Period in respect of any Equipment shall be suspended on the date of AEROTHAI's reporting of the defect or failure to meet the agreed level of Guaranteed Performance and shall recommence on the date of AEROTHAI's acceptance of the Contractor's remedy or correction thereof.

42. OPERATION OF UNSATISFACTORY EQUIPMENT

If the operation or use of the Equipment proves to be unsatisfactory to AEROTHAI, AEROTHAI shall have the right to operate and use such Equipment until taken out of service for correction by the Contractor of such latent defects.



omissions and for replacement in whole or in part if correction is unsuccessful or unfeasible.

43. DEFAULT

43.1 If the Contractor:

- a) fail to commence and carry out the Activities or part thereof in accordance with the Contract; or
- b) refuse or fail to complete the Activities or part thereof within the time(s) specified in the Contract or any authorized variation of such time(s); or
- c) commit any breach of or fail to comply with or observe the provisions of the Contract or any of them; or
- d) notify AEROTHAI in writing that he is unable or unwilling to complete the Activities; or
- e) become insolvent or bankrupt or make an arrangement or composition with his creditors or, being a corporation, go into liquidation whether compulsory or voluntary (except for the purpose of reorganization); or
- f) himself or by any person on his behalf, give or offer any money or benefit or forbearance to any employee of AEROTHAI and/or any employee of AEROTHAI's consultant who has duties or responsibilities in connection with the acceptance of the Tender or the making of the Contract or the execution of the Activities; then, in any of such events, the Contractor shall be in default under the Contract. If the Contractor shall be in default, the Contractor shall be liable to AEROTHAI for all damages, liquidated under the terms of the Contract and otherwise, including increased Activities cost and increased administration cost, suffered by AEROTHAI as a result of the Contractor's default. All such damages may be recovered by AEROTHAI from the Contractor in the Courts of Thailand, or, without prejudice to that right, by remittance from the Contractor or from any Performance Security deposited, or after use of the property and materials of the Contractor for completion of the Activities, as provided in the Contract, such property and materials may be sold and the proceeds applied to any remaining obligation of the Contractor. AEROTHAI may exercise any or all of the foregoing rights to the extent necessary to satisfy the full amount of any obligations of the Contractor, and if any balance remains owing to AEROTHAI, it may be collected by suit against the Contractor.



43.2 Should the Contractor be in default under the Contract, AEROTHAI may at its option:

- a) suspend payments under the Contract which may be continued until the default has been rectified; or
- b) terminate the Contract, in which case a written notice shall be served on the Contractor and the termination shall be effective from the date on which the notice is served. AEROTHAI may terminate the Contract whether any Activities under the Contract remains to be executed or not, or whether the time limit for the completion of the Activities has expired or not, termination of the Contract shall not vitiate the Contract, but shall terminate the Contractor's right to proceed with the Activities and to release AEROTHAI from future obligations on its part of the Contract and shall not relieve the Contractor from liability in damages for his default or prejudice any rights of AEROTHAI.



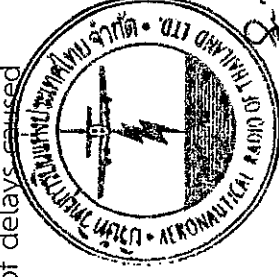
44. LIQUIDATED DAMAGES

44.1 In the event that the completion of Activities is delayed for other than excusable causes beyond the Project Completion Date specified under the Contract, the Contractor agrees to pay to AEROTHAI as liquidated damages starting from the date following the specified Project Completion Date up to the actual date of delivery of the Activities correctly and completely, in the following amount on each category:

- a) two-tenths (0.2) percent per day of the total price of each individual FIS (including its related Activities) which is not satisfactorily completed under Condition 27.2 (Certificate of Project Completion) within the specified Project Completion Date under the Contract.



All such liquidated damages may be recovered by AEROTHAI from the Contractor in the manner provided in Condition 43 (Default). Termination of the Contract by AEROTHAI for the default of the Contractor shall not relieve the Contractor from liability for liquidated damages under this condition accruing until such time as AEROTHAI may reasonably procure the materials and services elsewhere. The Contractor shall not be liable for liquidated damages in the event of delays caused by Force Majeure.



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44.2 In cases where the Contractor is unable to comply with the Contract, and is consequently subject to the liquidated damages provided for in the Contract, and if the amount of the liquidated damages exceeds ten (10) percent of the value of the Contract Price, AEROTHAI shall proceed to terminate the Contract, except where the Contractor has agreed to pay the liquidated damages to AEROTHAI without any conditions whatsoever, in which case AEROTHAI may, at its absolute discretion, grant such relaxation with regard to the termination of the Contract as may be deemed necessary.

44.3 If AEROTHAI has not yet terminated the Contract and considers that the Contractor is unable to continue its performance of the Contract, or the liquidated damages amount exceeds the ceiling, AEROTHAI is entitled to terminate the whole or part of this Contract, as AEROTHAI may deem it appropriate and may exercise the right under Condition 45 (AEROTHAI's Right After Termination of the Contract). In addition, if AEROTHAI notified the Contractor after the specified Completion Date in the Contract that AEROTHAI demands the payment of the liquidated damages, AEROTHAI shall also be entitled to the liquidated damages up to the date of termination of the Contract.

44.4 The payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the Activities, or from any other obligation or liabilities under the Contract.

45. AEROTHAI'S RIGHT AFTER TERMINATION OF THE CONTRACT

In case AEROTHAI terminates the Contract under Condition 44.1, the Contractor agrees to let AEROTHAI confiscate the security by claiming against the Bank issuing the performance security in whole or in part as may be deemed advisable by AEROTHAI. Besides, the Contractor shall be liable to pay all damages to AEROTHAI, and if AEROTHAI procures the Equipment/Activities from another person in whole or in part, especially for those falling short as the case may be, within a period of sixty (60) days from the date of termination, the Contractor agrees to reimburse the extra cost over and above those stipulated in the Contract.



46. **FORCE MAJEURE**

46.1 The Contractor shall not be in default under the Contract because of any delays in completion of the Activities, which delays are caused by Force Majeure, provided that the Contractor shall notify AEROTHAI in writing of the cause of any such delay within thirty (30) days from the beginning thereof; or within such further period as AEROTHAI may allow for the receipt of such notice. On receipt of any such notice, AEROTHAI shall promptly ascertain the facts and the extent of the delay and shall extend the Contract Period when, in the opinion of AEROTHAI, the delay is caused by Force Majeure or the findings of fact justify an extension. AEROTHAI's decision shall be binding on the Contractor.

46.2 If the Contract is terminated as Force Majeure, the Contractor shall be paid by AEROTHAI, in so far as such amount or items have not already been covered by payments on account made to the Contractor for all Activities correctly executed prior to the date of termination at the rates and prices provided in the Contract, provided always that against any payments due from AEROTHAI under this Condition, AEROTHAI shall be entitled to be credited with any outstanding balances due from the Contractor for advance payment and any other sums which at the date of termination were recoverable by AEROTHAI from the Contractor under the terms of the Contract.

47. **SERVICE LIFE**

The Equipment shall be designed to have a service life of at least **ten (10)** years.

48. **ON-GOING SUPPORT AND PROVISION OF SPARE PARTS**

48.1 The Contractor shall provide full operational and technical support and ensure the availability of Spare Parts for a minimum period of **ten (10)** years from the date of execution of the Contract in respect of all Equipment supplied under the Contract.

48.2 The Contractor shall provide support for repair and/or replacement of system

equipment and provide additional equipment and spare parts for direct purchase by AEROTHAI, including the supply of documentation dealing with the improvement, during the service life of the Equipment.



49. LAW OF THE CONTRACT

The Contract shall be governed by and construed in accordance with the Laws of the Kingdom of Thailand.

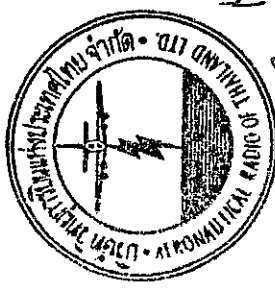
50. DOCUMENTATION

50.1 Contractor shall provide all documents as required by Section F.

50.2 The documents shall be provided in both hard copies (paper) and flash drive (in document formats, such as Adobe Acrobat, Microsoft Word or Microsoft Visio formats) before the Project Completion Date.

51. SCOPE OF SUPPLY

Contractor shall supply and furnish the Activities as required by Section F.



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Aerodata AG · Hermann-Blenk-Straße 34-36 · D-38108 Braunschweig · Germany

Chairman Committee for e-Auction
**A SUPPLY AND INSTALLATION OF
 FLIGHT INSPECTION SYSTEM**
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 5th Floor, Administration Building
 102 Ngamduplee, Tungmahamek,
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 Fax: +49 – 531 – 2359-222
 E-mail: Langhorst@aerodata.de

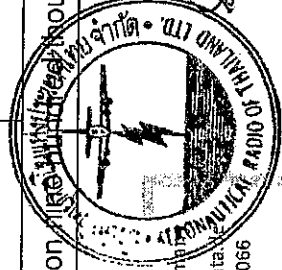
Your ref. Your correspondence from

Our Ref.
 FA 040706

Date
 August 4, 2017

Commercial Proposal FA 040706

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE (THB)	TOTAL PRICE (THB)
(1)	FIS Main Console	1	49,965,585	49,965,585
(2)	FIS Aux Console	1	12,892,433	12,892,433
(3)	FIS Ground Equipment	1	4,417,688	4,417,688
(4)	FIS Positioning Reference System	1	6,984,819	6,984,819
(5)	FIS Spare Parts	0	0	0
(6)	FIS Installation & Related Aircraft Work	1	7,276,341	7,276,341
(7)	FIS & Aircraft Certification	1	5,952,063	5,952,063
(8)	Training	1	3,292,065	3,292,065
(9)	Manuals	2	1,240,817	2,481,634
(10)	Others	1	637,372	637,372
	TOTAL included associated Training, Manuals and Others as applicable			93,900,000
	VAT			Included
	GRAND TOTAL			93,900,000
	PRICE IN WORDS	Ninety three million, nine hundred thousand Baht		



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 Fon: +49 531 - 23 59 0 ■ Fax: +49 531 - 23 59 158 ■ mail@aerodata.de ■ www.aerodata.de
 Tax-No.: 2313/207/40143 ■ Amtsgericht Braunschweig HR B 5217 ■ VAT-No.: DE 114 884 066
 President: Hans J. Stahl ■ Chairman of the Supervisory Board: Prof. Dr. Gunther Schänzer

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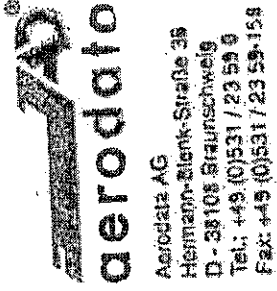
The prices provided above are based on delivery conditions "DDP Don Muang Airport" according to INCOTERMS 2010.

Remarks :	Validity Period	120 days
	Warranty Period	2 years

Yours sincerely,
Aerodata AG

ppa. Dr. Manfred Haverland
 ppa. Dr. Manfred Haverland
 Director Strategic Business Development

ppa. Mareile Langhorst
 ppa. Mareile Langhorst
 Director Flight Inspection Systems



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