

AGREEMENT

BETWEEN

GALAXY AEROSPACE (M) SDN. BHD.

(Company No: 1040262-D)

AND

TUAH USAHA SDN. BHD.

(Company No: 112443-M)

FOR MBR AND MCGS SIGNATORY SUPPORT

THIS AGREEMENT is made on the _____.

BETWEEN

GALAXY AEROSPACE (M) SDN BHD (Co. Registration No: 1040262-D) a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Suite 11 – 14, Helicopter Centre, Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport, 47200 Subang, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "**GAM**") of the one part;

AND

TUAH USAHA SDN. BHD. (Co. Reg No: 112443-M) a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Wisma Tuah Usaha, No. 8A, Jalan Nirwana 37, Taman Nirwana, 68000 Ampang, Selangor, Malaysia (hereinafter referred to as "**TUAH**") of the one part;

WHEREAS

- A. **GAM** is the CAMO of the aircraft ("Aircraft") as listed in Attachment 1 of this (hereinafter referred to as "CAMO").
- B. **TUAH** wishes to appoint GAM to certify the Mass and Balance Report (MBR) and the Mass and Centre of Gravity Schedule (MCGS).

NOW THEREFORE, TUAH AND GAM, FOR THE CONSIDERATION HEREINAFTER SET FORTH, HEREBY AGREED AS FOLLOW: -

CLAUSE 1

SCOPE OF CONTRACT AND OBLIGATIONS

1.1 **GAM** shall certify the MBR and MCGS for the Aircraft managed by **TUAH** in accordance with the Civil Aviation Authority of Malaysia's (hereinafter referred to as "CAAM") requirement.

1.2 Obligations of **GAM**:

- i) Have an approved MBR and MCGS signatory type which is EC155B1 in the scope of its approval.
- ii) Shall supervised the aircraft weighing activity to ensure compliance to the requirements of CAD 6805;
- iii) Shall ensure the equipment used for weighing shall be properly calibrated, zeroed, and used in accordance with the manufacturer's instructions
- iv) Shall ensure that the weighing equipment used will enable the mass of the aircraft to be established accurately.

1.3 Obligations of **TUAH**:

- (i) Shall ensure aircraft weighing shall be performed by a maintenance organisation approved in accordance with CAD 8601;
- (ii) Shall ensure aircraft weighing shall be carried out in accordance with instructions and recommendations of the aircraft type certificate holder, supplemental type certificate holder and weighing scale manufacturer as applicable. If such data is not available, **TUAH** shall be responsible for developing appropriate weighing instructions for its particular aircraft as may be agreed by CAAM;

- (iii) Shall ensure normal precautions are taken by the AMO consistent with good practices when weighing the aircraft;

CLAUSE 2

PLACE OF WORK

- 2.1 The services under this agreement shall primarily be performed the task at **TUAH**'s facility or assigned AMO facility as approved by CAAM.

CLAUSE 3

DURATION OF AGREEMENT

- 3.1 This Agreement shall enter into force at the date of its signature by both parties until the MBR report and MCGS report had been certified and issued by GAM for all aircraft as listed in Attachment 1, whereby it shall automatically terminate from that date onwards unless otherwise specified in this agreement.

CLAUSE 4

STANDARD OF WORKS

- 4.1 GAM hereby undertakes and agree that all work carried out under this Agreement shall be of the highest standards and carried out by competent personnel and in full compliance with the requirements, standards and specifications applicable to the aircraft set by the manufacturer as well as the prescribed standards of the CAAM.

CLAUSE 5

MAINTENANCE DATA

- 5.1 **TUAH** shall provide access to related current maintenance publication such as Maintenance Manual Aircraft and Engine to GAM in order to supervise the aircraft weighing activity in accordance with CAD 6805.

CLAUSE 6

TOOLS AND EQUIPMENT

6.1 **GAM** and the **TUAH** has no objection to use both parties' tools & equipment and hangar facilities for maintenance purposes. **GAM** and **TUAH** can provide the support to use the tools & equipment and hangar facilities subject to the following:

- (a) Availability of the tools & equipment and hangar facilities upon request;
- (b) **GAM** or **TUAH** shall be responsible for any damage caused during the usage of the tools & equipment and hangar facilities;
- (c) The cost of usage (tools & equipment and hangar facilities) to be mutually agreed;
- (d) Any handling and shipping arrangement shall be made by the **TUAH**.

CLAUSE 7

SCOPE OF WORKS

7.1 The scope of work mentioned in this contract covers the following specified in Appendix A1:

7.1.1 **Mass and Balance Report and Mass and Centre of Gravity Schedule**

7.1.2 **Re-issued Mass and Balance Report and Mass and Centre of Gravity Schedule**

7.1.3 **Revision to Mass and Balance Report and/or Mass and Centre of Gravity Schedule**

7.1.4 **Weight Change based on Para 8.3, CAAM CAD 6805**

- 7.2 The Scope of work as stated in Clause 7.1 shall be paid upon job completion as specified in Appendix A1.
- 7.3 The Scope of work as stated in Clause 7.1.2, 7.1.3 and 7.1.4 shall be quoted as per request and payment shall be made in accordance with agreed payment term by both parties as specified in Appendix A1.
- 7.4 All price quoted for the scope of work in this Contract are inclusive of tax.

CLAUSE 8

INVOICE AND PAYMENT

- 8.1 All invoices from **GAM** shall be addresses to **TUAH** at the address as shown below:

TUAH USAHA SDN. BHD.

Wisma Tuah Usaha,
No. 8A, Jalan Nirwana 37,
Taman Nirwana,
46350 Ampang,
Selangor, Malaysia.

- 8.2 The Scope of work as specified in Clause 7.1 shall be invoiced upon job completion based on Appendix A1
- 8.3 All other charges shall be invoiced as and when incurred by **TUAH**
- 8.4 All payments shall be made to GAM by way of a banker's draft or telegraphic transfer. The particulars for payments made by telegraphic transfer are as follows;

Name of Bank : **HSBC Bank Malaysia Berhad**

Address of Bank : **No. 2 Leboh Ampang
50100 Kuala Lumpur**

Account Number : **050-264993-702** **(Euro Currency)**
 050-264993-021 **(MYR Currency)**
 050-264993-701 **(USD Currency)**
Swift Code : **HMABMYKLXXX** **(MYR Currency)**
Swift Code : **HBMBMYKLXXX** **(Euro/USD Currency)**

8.5 **TUAH** shall acknowledge receipt on the date the invoice was received and shall remit payment into **GAM**'s nominated bank account within **thirty (30) days** from the date of receipt of the approved invoice and billing summary provided by **GAM** by end of each month.

8.6 The late payment compensation shall be due starting from the date when payment is due, to the date the payment is effectively made, and this, without any preliminary warning.

8.7 **GAM** shall be entitled to suspend Services until full payment of all amounts due under the Contract. **GAM** shall not be liable for any detriment/damage claimed by **TUAH** or by any third party due the execution of this right.

CLAUSE 9
THE PARTIES OBLIGATION

9.1 **TUAH** and **GAM** shall ensure that each party follows the obligation agreed by both parties in Appendix A.

CLAUSE 10

STANDARD OF CARE AND SKILL

- 10.1 All services rendered under this Contract shall be performed by **GAM**:
- 10.1.1 with proper skill and a workmanlike manner and **GAM** shall employ qualified and experienced personnel to perform the said Services;
 - 10.1.2 with due diligence and efficiency;
 - 10.1.3 in accordance with sound principles and practices in the aircraft industry;
 - 10.1.4 in such manner as shall always safeguard and protect **TUAH's** interest and with all necessary and proper steps taken to prevent abuse or uneconomical use of facilities or resources made available to **GAM**; and
 - 10.1.5 in accordance with the provisions of this Contract.

ATTACHMENT 1- LIST OF AIRCRAFT

NO.	AIRCRAFT TYPE	AIRCRAFT REGISTRATION	AIRCRAFT S/N	AIRCRAFT OWNER
1.	R44 II	9M-DAK	14416	TUAH USAHA SDN BHD

IN WITNESS WHEREOF, **TUAH** and **GAM** have caused this Contract to be executed in their names by their duly authorized representatives on the date first above written.

GALAXY AEROSPACE (M) SDN. BHD.
(Company No.: 1040262-D)

TUAH USAHA SDN. BHD.
(Company No.: 112443-M)

Name :
Designation :
Date :

Name :
Designation :
Date :

In presence of

In presence of

Name :
Designation :
Date :

Name :
Designation :
Date :

APPENDIX A1

A1- GAM SCOPE OF WORK		
ITEM	DESCRIPTIONS	REMARK
Mass and Balance Report and Mass and Centre of Gravity Schedule	Certified and issued Mass and Balance Report (MBR) and Mass and Centre of Gravity Schedule (MCGS) Note: Aircraft Type R44	Required the Work Order or Service Purchase Order
Re-issued Mass and Balance Report and Mass and Centre of Gravity Schedule	Re- issued the Mass and Balance Report (MBR) and Mass and Centre of Gravity Schedule (MCGS)	
Revision to Mass and Balance Report and/or Mass and Centre of Gravity Schedule	Revised the Mass and Balance Report (MBR) and/or Mass and Centre of Gravity Schedule (MCGS)	
Weight Change based on Para 8.3, CAAM CAD 6805	Updated the weight changes affecting mass and balance.	