

**CONTRACT FOR PAINTING SERVICES No.: GMH - \_\_\_\_ - \_\_\_\_**

M-Sola, \_\_\_\_\_ '\_\_\_\_' \_\_\_\_\_ year 20\_\_\_\_

This Contract is made and entered into the \_\_\_\_ day of \_\_\_\_\_ [month, year] (further referred as "Effective date"), by and between parties "**GM HELICOPTERS**", **SIA**, registration number 40003672025, located at "M-Sola", Dzelmē, Jumprava parish, Lielvarde local municipality, LV-5022, Latvia (further referred as "the Contractor"), and

---

---

(further referred as "the Client").

**1 OBLIGATION OF PARTIES**

1.1 The Contractor agrees to execute the Services mentioned in Appendices 1 and 2 to the Client's property, which is described in Appendix 1 (further referred as "the Object") with Contractor's workforce and tools, equipment and materials, in consideration of the Client's payment. The Contractor also agrees to treat the Object carefully.

1.2 The Client:

1.2.1 The Client affirms that he is an owner of the object and / or has an authorization to dispose the Object for painting and the Client covers expenses which may emerge due to misleading information about the holder of the Object and / or about the authorization.

1.2.2 The Client agrees to deliver one signed copy of the Contract to the Contractor within 5 working days after signing otherwise the Contract may be deemed null and void.

1.2.3 The Client understands that the Contractor will not perform services before prepayment is received.

1.2.4 The Client affirms that the Contractor will be allowed to take detailed pictures of the Object's visible defects before conveying or painting and the Client will sign the documented information (Appendix 3) about the Object's visual defects. These pictures and the information about defects and repair should be treated as confidential information, unless the Client claims that recorded visual defects were not present before conveying or painting.

1.2.5 The Client should not attempt to direct the Contractor's workers, exclude them, demand extra work from them, remove the permit or interfere in any way with the Contractors work.

**The Client:** \_\_\_\_\_ **The Contractor:** \_\_\_\_\_

1.2.6 The Client agrees to pay the prepayment, to accept the work done by the Contractor and to pay stipulated price in the volume and the time defined in this Contract.

## **2 THE EXECUTION OF CONTRACTUAL OBLIGATIONS, TERMS AND CHANGES IN ORDERS**

2.1 All materials are specified and all work is performed in accordance with the specifications mentioned in Appendices 1, 2 and 4 in a professional and timely manner.

2.2 Any changes in timing, orders or work amount which is requested or required due to the condition of the Object should be performed only after a written change order; it is signed by the Client upon the Contractors change order form (Appendix 5), and delivered to the Contractor accompanied by full payment for the change order if applicable.

## **3 STIPULATED PRICE AND PAYMENT PROCEDURE**

3.1 Stipulated Price includes expenses about necessary professional workforces, transportation, tools, equipment and materials and stipulated price may change, if any changes are made in timing, orders or work amount after a written change order, which is signed by both parties.

3.2 In order to insure there are enough materials to do the work, the Contractor may order more materials than may be necessary to complete work. Excess materials will not result in a change of the stipulated price; however, materials remaining after completion of the work should belong to the Client.

3.3 The stipulated price is written in the last invoice and it is agreed that it may be different from the estimated cost in connection with written change order, which is signed by both parties.

3.4 The Client makes the upfront payment within 5 working days after calculations of the estimated cost (appendix 4) are received.

3.5 The Contractor delivers final invoice to the Client after the certificate of acceptance is signed and it should be paid within 5 working days after the invoice is received.

## **4 LIMITATION OF THE CONTRACTOR'S LIABILITY**

4.1 The Contractor is not liable if the Object has any damage during transportation or painting, if the cause is not under the Contractor's supervision.

4.2 The Contractor is not liable to cover the Object during convey, if the Client has not provided an appropriate cover.

**The Client:** \_\_\_\_\_ **The Contractor:** \_\_\_\_\_

4.3 The Contractor does not operate the Object, this is why the Contractor informs and the Client agrees that the Contractor should not be blamed about function decline or technical deterioration of the Object.

4.4 The Contractor is not a dealer of painting materials and does not warrant materials used. The Contractor informs and the Client agrees that tonality and intensity of the color may vary from time to time.

## **5 CONFIDENTIALITY**

5.1. The parties agree that the confidential information can be described as and includes: technical and business information relating to proprietary ideas, patentable ideas copyrights or trade secrets, existing or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

5.2. In addition to the above, Confidential Information should also include, and both parties have a duty to protect, other confidential or sensitive information which is: disclosed by any party in writing and marked as confidential (or with other similar designation) at the time of disclosure.

5.3. Both parties should limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members or employees having a need to know and should not disclose Confidential Information to any third party without the prior written consent of the other party.

5.4. This Agreement imposes no obligation upon the Contractor with respect to any information: that was in the Contractor’s possession before receipt from the Client, that is or becomes a matter of public knowledge through no fault of the Contractor, that is rightfully received by the Contractor from a third party not owing a duty of confidentiality to the Client, or that asks the Contractor to infringe the law.

## **6 OTHER TERMS AND CONDITIONS**

6.1. This Contract becomes effective when signed and provisions of the contract remains in full force and effect until commitments are met by both parties.

6.3. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

6.4. This agreement is to be governed by the law of Latvia. Venue for any action other than a lien foreclosure may at the Contractor’s option lie in its home county. The prevailing party should recover its attorney fees and costs.

**The Client:** \_\_\_\_\_ **The Contractor:** \_\_\_\_\_

6.1. This Contract is made in two equal copies on four pages, which must be signed by both parties.

6.5 Signed below certify that they have rights to act on behalf of parties – the Contractor and the Client. Both parties acknowledge that they have read and understood this contract and voluntarily accept the duties and obligations by their signatures below.

**THE CLIENT**

**Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Z.V.:**

**THE CONTRACTOR**

**Date:** \_\_\_\_\_

**Company:**  
GM HELICOPTERS, SIA

**Address:** M-SOLA, Dzelmē,  
Jumprava Parish, Lielvarde Local  
Municipality, LV-5022, Latvia

**Name: Bebriss Aivars**

**Signature:** \_\_\_\_\_

**Z.V.:**

**Appendix 1 of the Contract No.: GMH - \_\_\_\_ - \_\_\_\_**

**Date:** \_\_\_\_\_

**ORDER**

Please, write in block capitals and fill in the squares according to the sample:

, , , etc. means that signed below asks the Contractor to perform this service,

means that signed below asks the Contractor NOT to perform this service.

The Client asks to perform the Services on the Object (particular name): \_\_\_\_\_

**Transport**

The Contractor is asked:

To convey the Object from: \_\_\_\_\_

\_\_\_\_\_ to a suitable place to perform the painting (the Contractor's location)

To convey the Object from the Contractor's location to: \_\_\_\_\_

\_\_\_\_\_ after painting

The coordinator's name and telephone number (receipt and delivery): \_\_\_\_\_

**Materials and Equipment**

The Contractor is asked:

To coordinate with the Client the materials and equipment needed:

Air Compressor and Paint Sprayer

Chemical and / or mechanical paint removers

Solvents for cleaning surfaces

Masking tape and paper

Primer

Paint type:

Enamel

Acrylic enamel

Polyurethane

Other (specify) \_\_\_\_\_

Paint thinner and catalyst or hardener

**The Client:**

**Z.V.:**

### **Preparation**

The Contractor is asked:

- To remove rust
- To remove chrome or plastic trim, which can be removed easily
- To remove the paint:
  - Chemically
  - Mechanically
- To remove the paint:
  - To the bare metal
  - To the original primer
  - Sufficiently for the new paint to adhere to
- To clean surfaces, using mineral spirits or denatured alcohol, to make sure no oils (including body oils from fingers and hands) are on the surfaces (recommended)
- To use masking tape and paper to cover surfaces not to be painted, including glass, window trim, door handles, mirrors, and grills

### **Priming**

The Contractor is asked:

- To prime the surface with a corrosion resistant, self-etching primer, if all paint down to bare metal is removed
- To grind all primed surfaces smooth after priming
- To clean the surface after priming to remove any dust or oil that has accumulated during priming

### **Painting and Completion**

The Contractor is asked:

- To spray the finish paint on the Object
- To spray the lacquer on the Object
- To put removed chrome or plastic trim in appropriate place

**The Client:**

**Z.V.:**

**Appendix 2 of the Contract No.: GMH - \_\_\_\_ - \_\_\_\_**

**Date:** \_\_\_\_\_

**SKETCH OF DESIRED PAINTING  
WITH PAINT CODE IN RR OR RAL CATALOGUE**

Signed below certifies that he has rights to act on behalf of the Client.

**The Client:**

**Z.V.:**

\_\_\_\_\_  
(the signature and the transcript)

**Appendix 3 of the Contract No.: GMH - \_\_\_\_ - \_\_\_\_**

**Date:** \_\_\_\_\_

**PICTURES / DRAWING OF THE OBJECT AT RECEPTION  
AND DESCRIPTION OF VISIBLE DEFECTS AT RECEPTION**

Signed below affirm that the Object had damages, which are portrayed in this document, before transportation and / or painting.

Signed below certify that they have rights to act on behalf of both parties.

**The Client:**

**The Contractor:**

\_\_\_\_\_  
(signature and transcript)

\_\_\_\_\_  
(signature and transcript)

**Z.V.:**

**Z.V.:**

№	The Defect Description	Location

The visual defects were detected, the pictures were taken / the drawings were made and the table was filled by:

\_\_\_\_\_

(signature and transcript)

Signed below certifies that he has rights to act on behalf of the Client.

Signed below affirms that the Object at reception had defects described above and any claims that recorded visual defects were not present before conveying or painting are false.

**The Client:**

**Z.V.:**

\_\_\_\_\_

(signature and transcript)



**Appendix 5 of the Contract No.: GMH - \_\_\_\_ - \_\_\_\_**

**Date:** \_\_\_\_\_

**CONTRACT CHANGE ORDER №** \_\_\_\_\_

The Client / The Contractor hereby requests to comply with the following changes from the Contract plans and specifications:

Both parties acknowledge that they have read and understood this change order and voluntarily accept the duties and obligations by their signatures below.

Signed below certify that they have rights to act on behalf of parties – the Contractor and the Client.

**The Client:**

**The Contractor:**

\_\_\_\_\_  
(signature and transcript)

\_\_\_\_\_  
(signature and transcript)

**Z.V.:**

**Z.V.:**

**Appendix 6 of the Contract No.: GMH - \_\_\_ - \_\_\_**

**Date:** \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

The Client and the Contractor establish as follows:

Services were performed according to the contract No.: GMH-\_\_\_-\_\_\_, which was signed on '\_\_\_' \_\_\_\_\_ of year 20\_\_\_.

Services were performed by \_\_\_\_\_ (name, surname)

Timing: from '\_\_\_' \_\_\_\_\_ of year 20\_\_\_

to '\_\_\_' \_\_\_\_\_ of year 20\_\_\_

Signed below certify that the certificate of acceptance is correct and that they have rights to act on behalf of parties – the Contractor and the Client.

**The Client:**

**The Contractor:**

\_\_\_\_\_  
(signature and transcript)

\_\_\_\_\_  
(signature and transcript)

**Z.V.:**

**Z.V.:**

