



MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE



EXPENDITURE CONTRACT

CONTRACT N° 014/BACE/2023

PAG N° 67103.230246/2023-21

GRUPO AMYGO,S.A.
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- CLAUSE 1 - OBJECT AND CHARACTERISTIC ELEMENTS**
- CLAUSE 2 - EXECUTION REGIME**
- CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT**
- CLAUSE 4 - DEADLINES**
- CLAUSE 5 - INSURANCE**
- CLAUSE 6 – THE VALUE OF THE CONTRACT**
- CLAUSE 7 – THE GUARANTEE**
- CLAUSE 8 – THE BUDGET RESOURCES**
- CLAUSE 9 - OBLIGATIONS OF THE CONTRACTED PARTY**
- CLAUSE 10 - OBLIGATIONS OF THE CONTRACTING PARTY**
- CLAUSE 11 – SUPERVISION OF THE CONTRACT**
- CLAUSE 12 - PENALTIES**
- CLAUSE 13 - EXTINCTION OF THE CONTRACT**
- CLAUSE 14 – ADDITIONS AND SUPPRESSIONS**
- CLAUSE 15 - VINCULATION**
- CLAUSE 16 – PARTS OF THIS CONTRACT**
- CLAUSE 17 – CURRENCY**
- CLAUSE 18 - GUARANTEE OF QUALITY**
- CLAUSE 19 - LANGUAGE**
- CLAUSE 20 - RESPONSABILITY**
- CLAUSE 21 – CORRESPONDANCES AND NOTIFICATIONS**
- CLAUSE 22 – FINAL PROVISIONS**





**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**EXPENDURE CONTRACT No 014/CABE/2023
PAG NUP: 67103.230246/2023-21**

The following parties met at the Brazilian Aeronautical Commission in Europe - BACE, to contract under the conditions that follow, declaring the subjection to the clauses and conventions stipulated in this CONTRACT.

I - CONTRACTING PARTY: Federal Republic of Brazil - *União*, Ministry of Defence, through the Aeronautical Command (COMAER), represented by the Brazilian Aeronautical Commission in Europe (BACE), located at 16 Great James Street, WC1N 3DP – London, United Kingdom, registered in the Brazilian Taxpayer Registry (CNPJ) under number 00.394.429/0042-89, in the person of its Authorising Officer for Expenditure, Col DELMO SIFRÔNIO FREIRE, registered in the Brazilian Taxpayer Registry under number, 973.222.707-97, nominated to the position of Authorising Officer for Expenditure of BACE by Ordinance n° 1364/GC1, of December 3, 2020, published in the Official Gazette of the Union n° 232, of December 4, 2020.

II - CONTRACTED PARTY: GRUPO AMYGO S.A, established at Cincel 7, 28947, Fuenlabrada, Madrid, Spain, herein represented by Mr. Eugenio de la Iglesia Garcia, Spanish citizen, married, holder of passport n° AAI626153, resident at Montes de Barbanza 15, 28031, Madrid, Spain.

III - DEFINITIONS:

For the present contract, the following definitions will be accepted, in addition to those stated in the Reference Term n° 009/CABE/2023:

- a) **BACE**, for Brazilian Aeronautical Commission in Europe;
- b) **CELOG**, for Aeronautical Logistics Centre;
- c) **COMAER**, for Aeronautical Command;
- d) **CONTRACTED PARTY**, for GRUPO AMYGO S.A;

- e) **CONTRACTING PARTY**, for the Federal Government - *União*, a legal entity of internal public law, through the Aeronautical Command (COMAER), hereby represented in this CONTRACT by the Brazilian Aeronautical Commission in Europe (BACE);
- f) **COMREC**, for the Commission designated by BACE to inspect the execution and receipt of the services described in this contract signed by both parties (BACE and CONTRACTED PARTY);
- g) **DOU**, for Diário Oficial da União;
- h) **DLC**, for BACE's Bidding and Contracting Division;
- i) **SUPERVISION**, for the bodies, agents, contractors or commission designated by the CONTRACTING PARTY as its representatives with the CONTRACTED PARTY, in order to verify and inspect the fulfilment of this CONTRACT;
- j) **FORCE MAJEURE** – the occurrence of a concrete fact, whose effects were not possible to be avoided or prevented, or the supervening of an exceptional or unpredictable fact, foreign to the will of the parties, which fundamentally changes the conditions of execution of the CONTRACT, as for example, meteorological factors, orbital correction manoeuvres or collision avoidance, as well as other factors not related to the action or omission of the CONTRACTED PARTY.

CLAUSE 1 - OBJECT AND CHARACTERISTIC ELEMENTS

1.1. The object of this contract is the contracting of a specialized company for the removal of UNACCOMPANIED LUGGAGE, hereinafter referred to as Domestic Goods, door-to-door, by sea, for 16 (sixteen) MILITARY/Civil Servant personnel of the Aeronautical Command returning to Brazil at the end of their missions abroad, as per Item 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 19 and 20 of Reference Term n° 009/CABE/2023.

Item	DESCRIPTION/SPECIFICATION	FROM - TO	MAXIMUM PRICE
1	CEL AV NEWTON DE ABREU FONSECA FILHO Volume: 22 m3 Insurance: US\$ 93,600.00	Stockholm (Sweden) - Brasília (Brazil)	US\$ 12,408.80
2	CEL INF LUÍS MARCELO SOTORIVA Volume: 20 m3 Insurance: US\$ 99,320.00	Beijing (China) - Brasília (Brazil)	US\$ 13,894.60
4	SO BEP AYLTON FERNANDO LEITE Volume: 16 m3 Insurance: US\$ 37,856.00	Pretoria (South Africa) - Brasília (Brazil)	US\$ 13,486.80

5	TEN CEL AV HUGO DOMINATO ROSSI Volume: 24 m3 Insurance: US\$ 89,440.00	Brussels (Belgium) - Rio de Janeiro (Brazil)	US\$ 11,395.50
7	TEN CEL ENG JARDEL FIGUEIRA DA SILVA Volume: 20 m3 Insurance: US\$ 93,600.00	Linköping (Sweden) - São Paulo (Brazil)	US\$ 10,968.80
8	MAJ INF GUILHERME OLIVEIRA KAVGIAS Volume: 24 m3 Insurance: US\$ 89,440.00	Brussels (Belgium) - Brasília (Brazil)	US\$ 11,779.50
9	CEL INT FERNANDO DE ALMEIDA LOPES Volume: 18 m3 Insurance: US\$ 95,680.00	Abu Dabhi (United Arab Emirates) - Brasília (Brazil)	US\$ 13,293.44
10	MAJ INT CÍNTIA DE ALMEIDA NEVES Volume: 24 m3 Insurance: US\$ 89,180.00	London (UK) - São Paulo (Brazil)	US\$ 13,049.40
11	CEL AV KAZUHIKO TODA Volume: 20 m3 Insurance: US\$ 105,300.00	Prague (Czech Republic) - Brasília (Brazil)	US\$ 11,582.40
12	CEL ESP FOT ALEXANDRE JOSÉ RANGEL MARCELO Volume: 20 m3 Insurance: US\$ 93,600.00	Linköping (Sweden) - Brasília (Brazil)	US\$ 12,468.80
13	CEL AV LUCIANO CANTUÁRIA PIETRANI Volume: 24 m3 Insurance: US\$ 100,360.00	Rome (Italy) - Brasília (Brazil)	US\$ 14,242.88
15	MAJ AV BRENO DE OLIVEIRA E SILVA Volume: 24 m3 Insurance: US\$ 100,360.00	Naples (Italy) - São José dos Campos (Brazil)	US\$ 12,802.88
17	MAJ AV JEFFERSON MARTINEZ MONJARDIM COUTO Volume: 24 m3 Insurance: US\$ 89,440.00	Brussels (Belgium) - Brasília (Brazil)	US\$ 11,779.52
18	CAP DANIELE CLARINDO AMORIM Volume: 16 m3 Insurance: US\$ 70,200.00	Linköping (Sweden) - São José dos Campos (Brazil)	US\$ 10,193.60

19	CAP ENG JOSÉ AIRES DA COSTA NETO Volume: 20 m3 Insurance: US\$ 70,200.00	Linköping (Sweden) - Rio de Janeiro (Brazil)	US\$ 11,781.60
20	CAP QOAP WEBERT LEANDRO BARRETO DA SILVA Volume: 20 m3 Insurance: US\$ 68,250.00	Lisbon (Portugal) - Brasília (Brazil).	US\$ 12,106.00
MAXIMUM TOTAL			US\$ 197,234.52

1.2. The object of this contract is carried out in strict compliance with the Reference Term n° 009/CABE/2023.

CLAUSE 2 - EXECUTION REGIME

2.1. This CONTRACT is signed in the form of indirect execution, for the unit price.

CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT

3.1 The company must send the bill of lading, insurance policy and inventory before issuing the Invoice so that CABE can calculate the invoice.

3.2 The payment shall be made to the CONTRACTED PARTY in two moments:

- The first Invoice will show the total amount of insurance plus 50% of the specific service; and

- The second Invoice (the remaining 50% of the specific service) must be sent to BACE after the goods have been delivered to the RESIDENCE IN BRAZIL and the “Baggage Receipt Certificate” is signed by the receiver confirming that the service has been satisfactorily completed.

3.3 In case of an insurance claim (damaged or lost DOMESTIC GOODS), the payment of the remaining 50% will be done by BACE after the insurance company has paid the receiver all amounts due for the claim, which will allow the receiver to sign the “Baggage Receipt Certificate”.

3.4 Payment will be made by the CONTRACTING PARTY within 30 (thirty) days from receipt of the Invoice.

3.5 The sector responsible for making the payment shall verify whether the Invoice presented contains the necessary and essential elements of the document, such as:

- the invoice due date;
- the issue date;
- bank details; and

- the amount to be paid.

3.6 If there is an error in the presentation of the Invoice, or any circumstance that prevents the liquidation of the expense, the payment will be withheld until the CONTRACTED PARTY provides the corrective measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not resulting in any burden for the CONTRACTING PARTY;

3.7 The date of payment will be considered to be the day on which the bank order for payment is issued.

3.8 In cases of eventual late payment, provided that the CONTRACTED PARTY has not contributed in any way to this, the amount due shall be increased by financial restatement, and its calculation will be made from the due date until the date of actual payment, in which late payment interest will be calculated at the rate of 0.5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:

EM = I x N x VP, being:

EM = Moratorium charges;

N = Number of days between the expected date of payment and the actual payment

VP = Amount of the instalment to be paid.

I = Financial compensation index = 0,00016438, thus determined:

$$I = (TX) \quad I = \frac{(6 / 100)}{365} \quad I = 0,00016438 \quad TX = \text{Percentual da taxa anual} = 6\%$$

CLAUSE 4 - DEADLINES

4.1. The period of validity of this contract shall be 12 (twelve) months from the date of signature, with the period of execution of the service being 150 days starting from the Service Order issue, according to the Reference Term n° 009/CABE/2023.

4.2. The non-observance of the deadlines established in the Reference Term n° 009/CABE/2023 will only be admitted by the CONTRACTING PARTY when due to force majeure or unforeseeable circumstances.

CLAUSE 5 - INSURANCE

5.1 See clause 11 of the Reference Term n° 009/CABE/2023.

CLAUSE 6 – THE VALUE OF THE CONTRACT

6.1 The total maximum value of the contract is US\$ 197,234.52, which varies according to the final size and insurance.



CLAUSE 7 – THE GUARANTEE

7.1 The financial guarantee is not required for this contract.

CLAUSE 8 – THE BUDGET RESOURCES

8.1 The expenses resulting from this contract will be covered by funds made available in BACE's Action Plan, as per the Purchase Order n° 23E001756 which programmatic classification is 05331601221200001 and nature of expense is 339033.

8.2 Payments will be made to the CONTRACTED PARTY, by BACE, in US dollars (USD).

CLAUSE 9 - OBLIGATIONS OF THE CONTRACTED PARTY

9.1 Perform the services as specified in this contract and in the Reference Term n° 009/CABE/2023 and its price proposal, with the allocation of employees needed for the perfect fulfilment of the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, with the minimum quality and quantity specified in the Reference Term n° 009/CABE/2023 and its price proposal;

9.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, the services performed in which vices, defects or inaccuracies resulting from the execution or materials used are found;

9.3 Be responsible for the vices and damages resulting from the execution of the object, as well as for any and all damage caused to the Union or federal entity, and must immediately reimburse the Administration in its entirety, being the CONTRACTING PARTY authorized to deduct from the guarantee, if required in the bidding notice, or from payments due to the CONTRACTED PARTY, the amount corresponding to the damages suffered;

9.4 Use qualified employees with basic knowledge of the services to be executed, in accordance with the standards and determinations in force.

9.5 Prohibit the use, in the performance of the services, of employees who are relatives of public officials occupying a commissioned position or function of trust in the Contracting agency.

9.6 Be responsible for the compliance with the obligations provided in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labour, social, social security, tax and other obligations provided in specific legislation, whose default does not transfer responsibility to the CONTRACTING PARTY;

9.7 Communicate to the contract supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that may occur at the location of the services.



9.8 Stop, by determination of the CONTRACTING PARTY, any activity that is not being executed in accordance with good technique or that puts at risk the safety of people or property of third parties.

9.9 Promote the technical and administrative organisation of the services, in order to carry them out effectively and efficiently, in accordance with the documents and specifications that are part of the Reference Term n° 009/CABE/2023, within the established deadline.

9.10 To conduct the work in strict compliance with the rules of the pertinent legislation, fulfilling the determinations of the Public Authorities, always keeping the place of service clean and in the best conditions of safety, hygiene and discipline.

9.11 Maintain during the validity of the contract, in compatibility with the obligations undertaken, all the conditions of qualification and qualification required in the bidding;

9.12 Bear the burden resulting from any error in the dimensioning of the quantities in its proposal, including the variable costs resulting from future and uncertain factors, unless they configure extraordinary and non-contractual terms.

9.13 To provide the services within the established parameters and routines, supplying all materials, equipment and utensils in the appropriate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

9.14 The execution of the services should be carried out with the adoption of safety measures relative to the protection of people, materials, installations and equipment, in order to avoid accidents or damages.

9.15 The CONTRACTED PARTY will be liable, under the terms of the legislation in force in each country, for any accident or damage occurring to personnel, material, facilities and equipment, as well as to third parties during the execution of the services described in this contract and in the Reference Term n° 009/CABE/2023.

9.16 Bear the transport, food, lodging and social security expenses of its employees involved in the services specified in this contract and the Reference Term n° 009/CABE/2023, including, when necessary, the displacement between countries;

9.17 Have insurance that covers possible damage caused to the property during the execution of the activities provided in this contract and the Reference Term n° 009/CABE/2023, resulting from wilful misconduct, guilt (negligence, imprudence or incompetence) or omission, of the CONTRACTED PARTY's staff, agent, representative, covering moral and material damages (damages arising and loss of profit).

9.18 The CONTRACTED PARTY's team must be made up of people who are fluent in English.



CLAUSE 10 - OBLIGATIONS OF THE CONTRACTING PARTY

10.1 Require the fulfilment of all obligations undertaken by the CONTRACTED PARTY, in accordance with the contractual clauses and the terms of its proposal

10.2 Perform the follow-up and supervision of the services, by a specially designated server or commission, writing down in a proper record the failures detected, indicating day, month and year, as well as the name of the employees eventually involved, and forwarding the notes to the competent authority for the appropriate measures;

10.3 Notify the CONTRACTED PARTY in writing of any imperfections, faults or irregularities found during the execution of the services, setting a deadline for their correction, making sure that the solutions proposed by the CONTRACTING PARTY are the most appropriate;

10.4 Pay the CONTRACTED PARTY the amount resulting from the provision of the service, within the period and under the conditions established in the Reference Term nº 009/CABE/2023;

10.5 Do not practice acts of interference in the administration of the CONTRACTED PARTY, such as:

10.5.1 To exercise the power of command over the CONTRACTED PARTY's employees, reporting only to the agents or responsible persons indicated by it;

10.5.2 To direct the hiring of people to work in the CONTRACTED PARTY's Companies; and

10.5.3 To promote or accept the deviation of functions of the CONTRACTED PARTY's workers, by using them in activities different from those foreseen in the object of the contract and in relation to the specific function for which the worker was hired.

10.6 Provide, in writing, the necessary information for the development of the services object of the contract;

10.7 Inform the agency of judicial representation of the *Advocacia Geral da União* to adopt the appropriate measures when the CONTRACTED PARTY fails to comply with its obligations.

CLAUSE 11 – SUPERVISION OF THE CONTRACT

11.1 The CONTRACTING PARTY's representative must promote the registration of the occurrences verified, adopting the necessary measures for the faithful compliance with the contractual clauses.

11.2 The total or partial non-performance of the obligations and responsibilities assumed by the CONTRACTED PARTY will result in the application of administrative penalties, as provided in Reference Term nº 009/CABE/2023.



11.3 The management and supervision activities of the contractual execution shall be performed in a preventive, routine and systematic way, and may be exercised by servants, supervision team or only one servant, provided that, in the exercise of these attributions, the distinction of these activities is assured and, due to the workload, it does not compromise the performance of all actions related to the Contract Management.

11.4 The technical supervision of the contracts will constantly evaluate the execution of the object.

11.5 During the execution of the object, the technical supervisor shall constantly monitor the quality level of the services to avoid their degeneration, and shall intervene to require the CONTRACTED PARTY to correct the faults, failures and irregularities found.

11.6 The inspection referred to in this clause does not exclude or reduce the responsibility of the CONTRACTED PARTY, including before third parties, for any irregularity, even if resulting from technical flaws, defects, or use of inadequate material or inferior quality and, in the occurrence of this, does not imply co-responsibility of the CONTRACTING PARTY or its agents, managers and inspectors.

CLAUSE 12 - PENALTIES

12.1 The CONTRACTED PARTY commits an administrative offence by:

- I - cause the partial non-execution of the contract;
- II - cause partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the public interest;
- III - cause the total non-execution of the contract;
- IV - fail to deliver the documentation required for the competition;
- V - not maintaining the proposal, except as a result of a duly justified supervening event;
- VI - not signing the contract or does not delivering the documentation required for contracting, when summoned within the validity period of its proposal;
- VII - cause the delay of the execution or delivery of the object of the bid without justifiable reason;
- VIII - submit false declaration or documentation required for the bidding or provide false declaration during the bidding or the execution of the contract;
- IX - defraud the bidding or commit fraudulent acts in the execution of the contract;
- X - behave dishonestly or commit fraud of any kind; and
- XI - practice illicit acts aiming at frustrating the bidding objectives.



12.2 For the total or partial non-execution of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED PARTY:

- i) **Written warning**, in the event of non-compliance with any of the contractual obligations considered to be minor faults, understood as those that do not cause significant damage to the contracted service
- ii) **Fine**, to be applied in case of delay in the execution of any stage, according to the following formula:

$$M = \frac{C}{T} \times F \times N$$

being:

M = fine amount;

C = value corresponding to the phase, stage or portion;

T = constant deadline for the execution of the phase, stage or portion, in working days;

F = progressive factor, according to the table below; and

N = period of delay, in calendar days.

DELAY PERIOD (CALENDAR DAYS)	PROGRESSIVE FACTOR
Up to 10 (ten) days	0,010
11 (eleven) to 20 (twenty) days	0,012
21 (twenty on) to 30 (thirty) days	0,015
31 (thirty one) to 40 (forty) days	0,018
Over 40 (forty) days	0,040

iii) **Impediment from bidding and contracting** with the organ, entity or administrative unit through which the Public Administration concretely operates and acts, for a period of up to two years;

iv) **Declaration of inability to bid or contract.**

12.3 The sanctions provided for in sub-items "i", "iii", "iii" and "iv" may be applied to the CONTRACTED PARTY together with those of fine.

12.4 The enforcement of any of the penalties provided will be carried out in an administrative process that will ensure the contradictory and ample defence.

12.4.1 If the CONTRACTING PARTY determines, the fine must be paid within 30 (thirty) days from the date of receipt of the communication sent by the competent authority.

CLAUSE 13 – EXTINCTION OF THE CONTRACT

13.1 The following are reason for the rescission of this contract:

- a) non-compliance or irregular compliance of the bidding process documents, contractual clauses, specifications, projects or deadlines;
- b) non-compliance of regular determinations issued by authority designated to monitor and supervise its execution, or by a higher authority;
- c) social alteration or change in the purpose or structure of the company that impairs the execution of the contract;
- d) the declaration of bankruptcy or civil insolvency, the dissolution of the company or the death of the CONTRACTED PARTY's representative;
- e) occurrence of unforeseen circumstances or force majeure, regularly proven, preventing the execution of the contract;
- f) reasons of public interest justified and determined by the highest authority of the administrative sphere to which the CONTRACTING PARTY is subject;

13.2 If a reason for termination occurs, in the form of the provisions of sub-clause 13.1, the CONTRACTING PARTY shall immediately suspend the payment of the instalments not yet released, and the CONTRACTED PARTY shall present, within 30 (thirty) calendar days from the date of the reception of the notification of termination, all the receipts of the expenses incurred in the execution of the object.

13.3 The CONTRACTING PARTY will issue a detailed notification, in which it will communicate the rescission with the fundamentals of its decision.

13.4 This contract may also be terminated by unilateral act of the Administration, by amicable agreement or by legal means, observing the following provisions:

13.4.1 determined by a unilateral and written act of the Administration, in the cases listed below:

13.4.1.1 non-compliance with contractual clauses, specifications, projects or deadlines;

13.4.1.2 irregular compliance with contractual clauses, specifications, projects and deadlines;



13.4.1.3 the slowness of compliance, leading the Administration to prove the impossibility of completing the work, service or supply, within the stipulated deadlines;

13.4.1.4 the unjustified delay in the beginning of the work, service or supply;

13.4.1.5 the stoppage of the work, service or supply, without just cause and prior communication to the Administration;

13.4.1.6 failure to comply with the regular determinations of the designated authority to monitor and supervise its execution, as well as those of its superiors;

13.4.1.7 the repeated commission of faults in its execution, noted in the form of the Administration representative recording all occurrences related to the execution of the contract, determining what is necessary to regularize the observed faults or defects;

13.4.1.8 the declaration of bankruptcy or the initiation of civil insolvency;

13.4.1.9 the dissolution of the company or the death of the CONTRACTING PARTY's representative;

13.4.1.10 social alteration or modification of the purpose or structure of the company, which jeopardizes the execution of the contract;

13.4.1.11 reasons of public interest, of high relevance and wide knowledge, justified and determined by the highest authority of the administrative sphere to which the CONTRACTING PARTY is subordinated and recorded in the administrative process to which the contract refers;

13.4.1.12 the occurrence of acts of God or force majeure, regularly proven, preventing the execution of the contract.

13.4.2 amicable, by agreement between the parties, reduced to term in the bidding process, provided it is convenient for the Administration;

13.4.3 judicial, under the terms of the legislation;

13.4.4 The administrative or amicable termination must be preceded by written and substantiated authorization from the competent authority.

13.4.5 When the termination takes place based on reasons of public interest, highly relevant and widely known, justified and determined by the highest authority of the administrative sphere to which the CONTRACTING PARTY is subordinated and recorded in the administrative process to which the contract refers or the occurrence of acts of God or force majeure, regularly proven, preventing the execution of the contract, without the CONTRACTING PARTY being at fault, it will be compensated for the regularly proven damages he has suffered, with the right to:

13.4.5.1 warranty return;



13.4.5.2 payments due for the execution of the contract up to the date of termination;

13.4.5.3 payment of the cost of demobilization.

13.4.6 In the event of impediment, stoppage or suspension of the contract, the execution schedule will be automatically extended for an equal time.

13.5 The occurrence of FORCE MAJEURE may generate grounds for termination of this contract, provided that its consequences remain for 30 (thirty) calendar days or more, being configured as impeding the continuity of performance of the contract object, observing the provisions of subclause 13.1.

CLAUSE 14 – ADDITIONS AND SUPPRESSIONS

14.1 The CONTRACTED PARTY is obliged to accept, in the same conditions agreed upon, the additions or suppressions of up to 25% (twenty-five percent) of the initial value of this contract, which at the discretion of the CONTRACTING PARTY, if necessary, with the option to suppress beyond this limit, by agreement between the parties.

14.2 The increases and suppressions mentioned in clause 14.1 shall be formalized by means of Amendment Terms to the original Contract, based on opinions or justifications.

CLAUSE 15 - VINCULATION

15.1 This contract is bound to the PAG no. 67103.230246/2023-21 of the bidding process No. 009/CABE/2023 and to the proposal of the CONTRACTED PARTY.

CLAUSE 16 – PARTS OF THIS CONTRACT

16.1 For the best characterization of this contract, as well as to define procedures arising from the obligations herein contracted, the attachments listed below are an integral part of this instrument, as if transcribed herein:

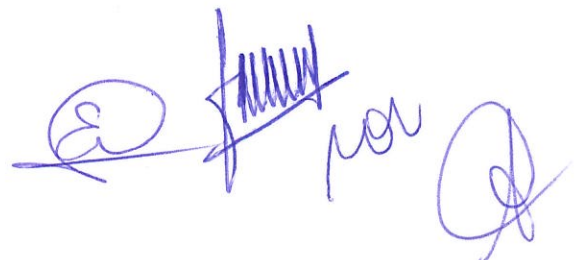
- a) CONTRACTED PARTY's proposal; and
- b) Reference Term n° 009/CABE/2023.

CLAUSE 17 - CURRENCY

17.1 For all legal and contractual purposes, the currency used in the payments to be made under this contract shall be the United States dollar (USD).

CLAUSE 18 - GUARANTEE OF QUALITY

18.1 The CONTRACTED PARTY shall take responsibility and guarantee the execution of the services established in this contract, in accordance with the criteria and parameters established in the Reference Term n° 009/CABE/2023.



CLAUSE 19 - LANGUAGE

19.1 The official language to be used in meetings, correspondence and other documents, shall be English, unless otherwise agreed in writing by the parties.

CLAUSE 20 - RESPONSABILITY

20.1 The CONTRACTED PARTY recognizes its position of direct and exclusive responsibility for the full execution of the object of the present contract, in reason of which it assumes its full responsibility for the damages that, by itself, its agents and employees cause to the public patrimony or third parties, not excusing nor reducing this responsibility in view of the activity of the SUPERVISION and the monitoring of the works by the CONTRACTING PARTY.

20.2 The CONTRACTED PARTY hereby assumes full responsibility, in court or out of court, for any delinquencies related to the payment of salaries of the personnel allocated or used in the execution of the services herein contracted, as well as the respective labour, tax and social security charges, exempting the UNION from any charges resulting from labour, social security and tax lawsuits filed by its employees and agents and third parties damaged by voluntary action or omission, on its part.

20.3 The parties, individually, shall be liable for any costs and indemnities, arising out of illegal acts of civil or criminal nature, which, involving their teams, in the contractual work and activities, when frequenting the other party's property sites, except in cases where such events have occurred due to the fault of the visited party.

20.4 Any failure by the CONTRACTING PARTY to demand the strict compliance with the obligations of the CONTRACTED PARTY, in the terms and conditions established in the present contract, including its annexes and the documents originated from them, or to tolerate procedures or the practice of acts of the CONTRACTED PARTY not supported by the dispositions of this instrument and, further, if the CONTRACTING PARTY does not exercise its prerogatives deriving from this instrument, the CONTRACTED PARTY recognizes that such liberalities do not constitute and will not constitute, whatever the case may be, a waiver or novation, and will not affect the right of the CONTRACTING PARTY to take the corrective measures or the suitable providences, at any time, based on its contractual prerogatives or based on the law.

CLAUSE 21 – CORRESPONDANCES AND NOTIFICATIONS

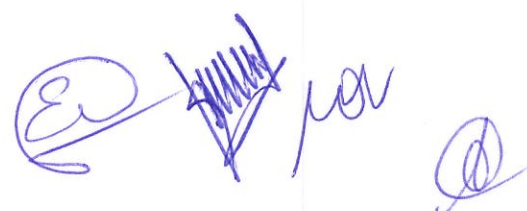
21.1 All correspondence, reports or notifications which are based on the provisions of this contract shall always be presented in writing, being considered received when delivered to the addresses indicated below or others that the parties may indicate during the execution of this instrument:

- **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

Address: 16, GREAT JAMES STREET, LONDRES, REINO UNIDO, WC1N 3DP

Phone: + 44 20 7440 4355 / 7440 4320

E-mail: cabe@bace.org.uk



- **GRUPO AMYGO S.A.**

Address: Cincel 7, 28497, Fuenlabrada, Madrid, Spain

Phone: +34 917230147

Fax: +34 917966651

E-mail: jrodriguez@grupoamygo.com

21.2. The correspondence to which this Clause refers may be made by letter

21.3 The parties shall communicate any changes in the addresses mentioned in a written document, registered at the receiving agency, under penalty of applicable penalties.

CLAUSE 22 – FINAL PROVISIONS

22.1 For all purposes of this contract, the CONTRACTED PARTY agrees and recognizes, from now on, that the people in charge of the execution of its contractual obligations, individuals or legal entities, do not have representation or authorization from the CONTRACTING PARTY to, in name of the latter, position themselves, speak or act, as well as they do not have with it, CONTRACTING PARTY, any employment relationship

22.2 The draft of this contract was analysed by the Legal Department of the Aeronautical Command - COJAER, in accordance with Opinion No. 00004/2023/COJAER/CGU/AGU, dated 31st of March 2023.

22.3 The Venue for resolving disputes arising from the execution of this contract will be London.

And, for being so agreed, the parties declare to accept all the provisions set forth in the Clauses of this contract, which, after being read and found to be in agreement, is signed by their representatives and witnesses below.

ANNEXES: a) Contracted party's proposal; and
b) Reference Term nº 009/CABE/2023.

London, 20th December 2023.

CONTRACTOR:

CONTRACTED:

Signatures:



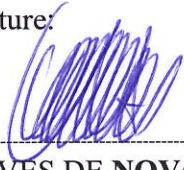
DELMO SIFRÔNIO FREIRE – Colonel
Head of BRAZILIAN AERONAUTICAL
COMMISSION IN EUROPE



Mr EUGENIO DE LA IGLESIA GARCIA
Legal Representative of GRUPO AMYGO S.A.



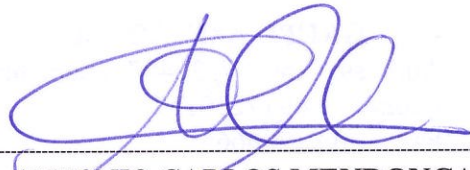
Witnesses to the signature:



RODRIGO ALVES DE NOVAES

Lt Colonel

BACE's Controller



ANTONIO CARLOS MENDONÇA

1° SGT

Contract's Controller

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