

# A TEC AIRCRAFT DEALER REQUIREMENTS

Effective as of March 2007



## 1. DEFINITIONS

### 1.1. ATEC

ATEC v.o.s. corporation or its successor  
The sole owner of ATEC AIRCRAFT copyright  
The sole manufacturer of ATEC AIRCRAFT

### 1.2. ATEC AIRCRAFT

Any airplane or flying vehicle developed, manufactured, sold, rented or granted by ATEC including kit aircraft, aircraft components, accessories, spare parts, exchange parts and appropriate technical documentation and business papers.

### 1.3. ATEC DEALER

A negotiator between ATEC and a Final Customer. Any person, partnership, association, corporation or limited liability company engaged in the business of buying, distributing, selling, leasing or renting ATEC AIRCRAFT under the ATEC authorization by an applicable dealer agreement with ATEC.

### 1.4. TERRITORY

A limited area appointed by ATEC for the Dealer's exclusive or non-exclusive commercial agency.

### 1.5. OWNER OF RECORD

The person the name on whom the aircraft has been registered.

## 2. DEALER REQUIREMENTS

### 2.1. CONTACT INFORMATION

The ATEC DEALER (hereinafter referred to as „Dealer“) shall maintain complete contact information registered in ATEC List of Dealers. This information may be supplied to a potential client directly or by means of ATEC marketing instruments.

The minimum mandatory Contact Info shall contain:

2.1.1. The name of Dealer

2.1.2. Identification number of Dealer at a Register of Companies

2.1.3. V.A.T. number of Dealer

2.1.4. Mailing address

2.1.5. Business address, if different from the mailing address

2.1.6. Office telephone number where the Dealer can be reached during usual business hours

- 2.1.7. 2nd telephone number where the Dealer can be reached if not reachable on the office phone number. The private or mobile number listed in ATEC register which shall not be published if not allowed by the Dealer.
- 2.1.8. Fax number
- 2.1.9. Office e-mail address
- 2.1.10. 2nd e-mail address for a purpose of an office address failure. The address listed in ATEC register which shall not be published if not allowed by the Dealer.
- 2.1.11. Active website under the Dealer's own or ATEC domain.

## **2.2. BUSINESS PREMISES**

- 2.2.1. The Dealer shall maintain a permanent place of business inside the Territory on an airfield open to public use, with a sufficient surface quality, size and length to safely demonstrate ATEC AIRCRAFT without undue approach hazards or hazards to other person or property.
- 2.2.2. The Dealer shall have an office, building or structure owned or leased with adequate facilities and equipment for the maintenance, service and repair of ATEC AIRCRAFT as well as for the maintenance of business records.
- 2.2.3. The Dealer shall maintain at least one ATEC AIRCRAFT at a best airworthy condition ready to be demonstrated at any time.
- 2.2.4. The Dealer shall maintain appropriate reserve in tools, equipment, parts or supplies to provide an ordinary service for ATEC AIRCRAFT.

## **2.3. ELIGIBILITY**

- 2.3.1. General knowledge in aviation and aviation business
- 2.3.2. Active pilot, licensed for ATEC AIRCRAFT category operations
- 2.3.3. Ability and professional experience in business
- 2.3.4. Appropriate education
- 2.3.5. Technical skills
- 2.3.6. Perfect knowledge of a language commonly used in the Territory. Good communication skills in business and aviation engineering English or Czech.

## **2.4. RESPONSIBILITIES**

- 2.4.1. The Dealer shall purchase from ATEC a defined number of ATEC AIRCRAFT during an agreed period.

- 2.4.2. The Dealer shall not supply the ATEC AIRCRAFT to any party with the knowledge that such party intends to operate, sell or otherwise commercially exploit the ATEC AIRCRAFT outside the Territory.
- 2.4.3. The Dealer shall not become a distributor or manufacturer for any products that can be seen as being in direct competition with the ATEC AIRCRAFT, including all single engine low-wing aircraft of composites with the MTOW up to 600kg.
- 2.4.4. The Dealer shall provide the Clients with appropriate engineering support for the ATEC AIRCRAFT within the Territory.
- 2.4.5. The Dealer shall maintain business records for all ATEC AIRCRAFT within the Territory and shall provide ATEC with any ATEC AIRCRAFT history including all former and current Owner of Record names and addresses.
- 2.4.6. The Dealer shall accept that Copyright to the ATEC AIRCRAFT shall remain the sole intellectual property of ATEC. ATEC reserves the right to approve or prohibit any changes or alternative technologies applied on the design. Use of non-original spare parts or non-approved materials or methods is thus prohibited.
- 2.4.7. Unless agreed to in writing by ATEC or unless ATEC no longer produces ATEC AIRCRAFT, either directly or indirectly, the Dealer or any of its successor, directly or indirectly, do not have the right to manufacture or cause to be manufactured other aircraft similar to the ATEC AIRCRAFT, including all single engine, low wing, land aircraft of composites with the MTOW up to 600kg.

**3. PENALTY CLAUSE**

- 3.1. ATEC reserves the right to cancel dealership immediately in case of an evidenced infringement of the Art. 2.4.
- 3.2. The Dealer shall compensate ATEC all the business loss in case of an evidenced infringement of the Art. 2.4.3. or/and 2.4.7.

**4. ACKNOWLEDGEMENT**

The Dealer acknowledges reading this ATEC AIRCRAFT DEALER REQUIREMENTS and agrees with all conditions stipulated herein.

Dealer's confirmation of acceptance of the ATEC AIRCRAFT DEALER REQUIREMENTS:

Name .....

Signature .....

Date .....