

Christine Vermeire

Van: Tom Declerck <T.Declerck@troostwijk.be>
Verzonden: dinsdag 1 juni 2021 15:14
Aan: Christine Vermeire
CC: Koen Gysolle; Birgit van Herck; Cédric Tilman
Onderwerp: FW: MSN 0110 Maintenance Statement -faling Aerocircular
Bijlagen: 20210601142131653.pdf

Geachte meester Vermeire,

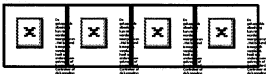
In bijlage document van LHT BRU voor uitgevoerde werken.

mvg

Tom Declerck
Deskundige

Troostwijk NV
Desguinlei 22 bus 3
2018 Antwerpen (Belgium)

phone : +32 (0)3 287 62 62
mobile : + 32 (0)492.275.440
e-mail : T.Declerck@troostwijkauctions.com
website: www.troostwijk.be
social:



Everything has value

Van: ROSS, ANDREW <andy.ross@lht.dlh.de>
Verzonden: dinsdag 1 juni 2021 14:22
Aan: Tom Declerck <T.Declerck@troostwijk.be>
CC: REYMEANTS, RONNY <ronny.reymenants@lht.dlh.de>
Onderwerp: MSN 0110 Maintenance Statement

Good Afternoon Tom

Please find the maintenance statement confirming the removal of remaining fuel on aircraft MSN 0110.

If you require any further information please let me know.

Best Regards
Andy Ross
Head of Production
Lufthansa Technik Brussels
Vliegveld building 117D
B-1820 Steenokkerzeel-Melsbroek, Belgium
Mob: +32 (0) 475 961934
Email: Andy.ross@lht.dlh.de



Lufthansa Technik Brussels

Vliegveld, 117D, 1820 Steenokkerzeel, Belgium

To: Mr T Declerck

From: **Andy Ross**
Head of Production
Lufthansa Technik Brussels

Dear Sir

This to confirm that LHT BRU have performed AMM task 28-25-00-650-003A to drain remaining fuel from the wing & center tanks on aircraft A320 MSN 0110 & that the tanks can be considered Tactical Dry.

Best Regards

Andy Ross
Head of Production
Lufthansa Technik Brussels
Vliegveld building 117D
B-1820 Steenokkerzeel-Melsbroek, Belgium
Mob: +32 (0) 475 961934
Email: Andy.ross@lht.dlh.de

Lufthansa Technik Brussels N.V.
 Vliegveld, Bld 117D
 1820 Steenokkerzeel - Melsbroek
 België
 Tel.: 02 752 86 60
 Fax.: 02 752 86 73
 VAT BE 0463.480.945
 Account: 826-0004154-97
 IBAN: BE54 8260 0041 5497 BIC: DEUTBEBE



Lufthansa Technik

Brussels

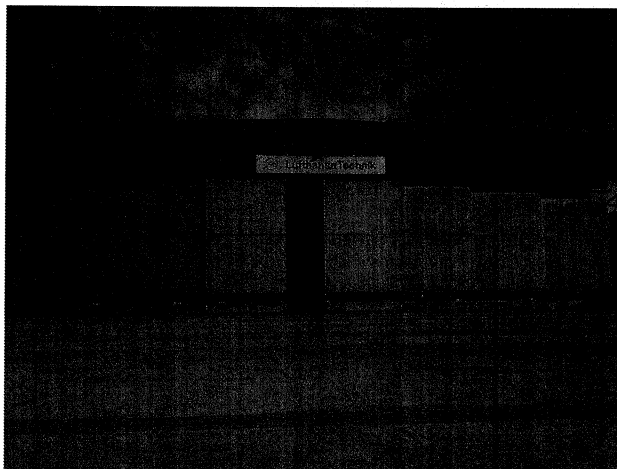
FT. NV AEROCIRCULAR
 p/a mrs C.Vermeire & R.Crivits
Ezelstraat 25
8000 Brugge
België

Invoice	To be mentioned in all correspondence		
	Customer code	Doc. number	Date
Our ref FTACS/MTC20210601R00 R	140000	2105040	27/05/2021
Your ref A320 MSN 0110 Ostend VAT-No. BE 660.934.640			

Article	Description	Unit	Quantity	Unitprice	%	Amount	VAT%
605050000003	Fixed price for performance of Maintenance Services on an A320-200 MSN 0110 A/C registration D-AIPP at Ostend Airport following Proposal LHT/FTACS/MTC20210601R00 31/5/21 - 1/6/21	Occ	1,000	7.400,000		7.400,00	

					Subtotal	7.400,00
					VAT	
	0,00 %				Amount due	7.400,00
Base	7.400,00					
VAT					AMOUNT DUE EUR	7.400,00

Due Date 31/05/2021



Proposal to CUSTOMER:

For the Performance of: Maintenance Services on an A320-200
A/C MSN 0110 at Ostend Airport (BE)

Provider of services:

Lufthansa Technik Brussels NV
having its principal office at:
Vliegveld Building 117D
1820 Steenokkerzeel-Melsbroek
Belgium
(hereinafter referred to as "LHT Brussels")
holding EASA Part-145 approval certificate
no. DE.145.0001
VAT BE 0463.480.945

Document: 20210601R01
Date: 28-05-2021
Contact: Ronny Reymenants
Phone: +32 2 752 8667
Fax: +32 2 752 8673
Email: ronny.reymenants@lht.dlh.de

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1.4 Charges

1.4.1 Fixed price of: **7.400 €**

(Seven Thousand Four Hundred EUR)

1.4.2 Additional Charges:

N/A in case of charges a new offer/Proposal has to be made and agreed by both parties.

2. Component Management Services

2.1 Scope of Service

In case of need, LHT Brussels will order Rotable and repairable components directly at the CUSTOMER 's, responsible department. Consumable parts can be delivered by the CUSTOMER or will be ordered by LHT Brussels in conjunction with CUSTOMER's responsible department.

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4 Invoicing and Payment

4.1 Invoicing Details

Customer's Invoicing address and Details:

FT. NV Aerocircular
p/a mrs. Christine Vermeire en Rik Crivits
Ezelstraat 25
8000 Brugge
BTW : 0660.934.640

Address Bank Details LHT Brussels NV

Lufthansa Technik Brussels NV
Vliegveld Building 117D
1820 Melsbroek
Belgium

Bank Details LHT Brussels NV

DEUTSCHE BANK AG
Marnixlaan 17
B-1000 Brussels
Account number : 826-004154-97
IBAN : BE54 8260 0041 5497
BIC : DEUTBEBE

4.2 Fixed Prices

Fixed Price of 7.400€ has to be paid before Monday 31st of May 2021. Prove
of Payment has to be send via E-mail to ronny.reymenants@lht.dlh.de

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Annex 1 to

Standard proposal For A/C Services

1.1 List of Aircraft

A/C TYPE	ENGINE TYPE	A/C REGISTRATION	A/C MSN
A320	CFM56-5A	D-AIPP	MSN 0110

1.2 List of Engines

ENGINE POSITION	ENGINE TYPE	ENGINE S/N	A/C MSN
#1	N/A	N/A	0110
#2	N/A	N/A	0110

1.3 Maintenance Layover Time (slot)

MSN	START DATE	TIME IN	FINISHING DATE	ESTIMATED TIME OUT
0110	31-05-2021	0800LT	01-06-2021	1800LT

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4. **Place of Performance**

The Place of Performance of the Maintenance Service shall be the LHT service facility site specified in the Customer Agreement. Should the Customer Agreement specify no particular LHT service facility, Place of Performance shall be the LHT facility at which LHT received the Maintenance Object.
5. **Customer's Obligations**
- 5.1 The Customer shall supply LHT with the Customer's Working Equipment and with all documents on the operation, maintenance and repair history of the Maintenance Object necessary for completing the Maintenance Service (including without limitation all relevant instruction manuals and special documentation not at LHT's disposal).
- 5.2 If the Customer fails to supply LHT with the documents as per Article 5.1 above or if such documents are incomprehensible or incomplete, LHT may request that the Customer supply any such documents, and any relevant undocumented information, within a reasonable period of time. For the purposes of this Article 5 "documents" include both printed documents and data in all other formats, including without limitation electronic formats.
- 5.3 If the Customer does not comply with the request according to Article 5.2 in due time, LHT is entitled to terminate the Customer Agreement with immediate effect. In such case, LHT shall be entitled to claim payment for the Maintenance Service to the extent it was performed prior to the date of termination.
- 5.4 Articles 5.1, 5.2 and 5.3 do not in any way limit LHT's legal and contractual rights or claims.
- 5.5 Customer shall treat as strictly confidential any information disclosed by LHT relating to the Customer Agreement, including the document itself as well as individual provisions contained therein ("Confidential Information"). Confidential information shall include, but not be limited to, the contents of the negotiations leading up to the Customer Agreement, any business, technical and strategic data disclosed by LHT or its Subcontractors at any time for any reason, comprising any and all such information in oral or visual form and including but not limited to prices for materials and Maintenance Services, the scope of Maintenance Services offered, legal provisions, turnaround times and man-hours needed.
6. **Delivery**

The delivery of each Maintenance Object and the Customer's Working Equipment to the Place of Performance of the Maintenance Service shall be at the Customer's risk and expense, unless otherwise agreed in the Customer Agreement.
7. **Redelivery Dates**
- 7.1 Unless they have been explicitly and in writing declared as binding, redelivery dates indicated by LHT are provisional, non-binding, and shall serve as general information only.
- 7.2 If LHT becomes aware that it is likely to miss the redelivery date, LHT will promptly notify the Customer.
8. **Redelivery**
- 8.1 Redelivery of the Maintenance Object shall be effected free carrier (FCA, Incoterms 2020) the Place of Performance excluding packing material.
- 8.2 No later than one week after (i) LHT has notified the Customer that the Maintenance Service has been completed or (ii) the date of termination of the Customer Agreement, whichever may occur first, the Customer shall exercise best efforts to immediately collect the Maintenance Object at the Place of Performance.
- 8.3 If the Customer fails to comply with Article 8.2, the Customer shall compensate LHT for any costs and expenses it incurs in connection with the storage of the Maintenance Object according to LHT's then current price list.
- 8.4 The Customer may request that LHT supports Customer in arranging for shipment of the Maintenance Object to another place as the one specified in Article 8.1. Any shipment arrangements made by LHT shall be in the name and on behalf of Customer. The Customer shall bear all shipping cost including the cost for packing material.
9. **Warranty**
- 9.1 A defect shall only be subject to warranty if it arises within twelve months or within one thousand Flight Hours after redelivery, whichever may occur first.
- 9.2 A warranty claim must be raised by Customer within thirty days after the defect has or could have become reasonably apparent and LHT must be provided at the Place of Performance with the defective part for inspection and repair within additional thirty days after the warranty claim has been raised. If a defect arises on a non-removable part of an aircraft, the Parties shall in good faith agree how to remedy such defect in a way convenient for Customer and reasonably acceptable for LHT.
- 9.3 LHT's warranty shall be excluded (i) if the defect has been caused because the Maintenance Object has been altered, overhauled or repaired during the warranty period by any party other than LHT, or (ii) if the defect has been caused by the Customer's Working Equipment or any material supplied by Customer, or (iii) if the Customer has not taken all reasonable precautions to prevent an aggravation of the defect or damage, or (iv) if the Customer does not comply with operating instructions provided by LHT or the respective aircraft of Component design authorization. As long as the Customer is in default with its payment obligations, LHT may exercise its right of retention and may therefore refuse to meet warranty claims until full payment has been made.

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13. Property and IP Rights

13.1 Title to all material supplied by LHT under the Customer Agreement shall remain with LHT until complete payment of all amounts due under the Customer Agreement has been effected.

13.2 Title to all intellectual property rights (including, but not limited to copyrights, trademarks, patents, inventions, utility patents registered design rights or design rights – "IP Rights") disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by LHT to Customer under the Customer Agreement, shall remain with LHT or any third party which is entitled to such IP Rights.

14. Lien and Right of Retention

14.1 Provided that the German statute on rights in aircrafts (Gesetz über Rechte an Luftfahrzeugen) does not apply, LHT has by virtue of the Maintenance Service performed a contractual lien with respect to the Maintenance Object in its custody as well as with respect to other items of Customer in LHT's custody to secure any claims of LHT against Customer out of or in connection with the Customer Agreement as well as to secure any claims of affiliates of LHT against Customer. Such right may also be asserted for services previously performed or materials previously supplied and lien with respect to claims resulting from a contractual relationship of Customer and Deutsche Lufthansa AG and/or any of its affiliates. The contractual lien shall entitle LHT and/or any of its affiliates to publicly offer the Maintenance Object for sale no earlier than one month after advising the Customer of its intent to do so. To effect such sale LHT shall not be required to obtain an enforceable title or to comply with the regulations governing forced sale.

14.2 Further, LHT has by virtue of the Maintenance Service performed a right of retention with respect to the Maintenance Object in its custody as well as with respect to any other items of Customer in LHT's custody to secure any claims of LHT against Customer out of or in connection with the Customer Agreement as well as to secure any claims of affiliates of LHT against Customer. Such right as well as a set-off right may also be asserted for services previously performed or materials previously supplied. The right of retention as well as a right to set off any due claims of LHT against Customer with claims of Customer against LHT may also be exercised with respect to claims resulting from a contractual relationship of Customer and Deutsche Lufthansa AG and/or any of its affiliates.

14.3 LHT shall also have the right to cease any ongoing Maintenance Service without notice until all payments due under the Customer Agreement or any other contractual relationship between Customer and LHT or Customer and Deutsche Lufthansa AG and/or any of its affiliates have been made.

15. Customs Clearance

According to applicable laws of the European Union the Customer is obligated to perform the customs clearance for import (to be defined as the entry into the customs territory of the European Union) and export (to be defined as exit from the customs territory of the European Union) of any aircraft (or parts thereof) and any other goods. The Customer is obligated to comply with all existing import and export prohibitions and restrictions of the European Union. If assigned and agreed in writing, LHT will perform the necessary customs clearance in the name and on behalf of the Customer or on behalf of LHT. In these cases, the Customer is obligated to provide LHT with all necessary information and documentation (especially any required licenses regarding prohibitions and restrictions). LHT shall not be liable for any delay due to the late delivery of information and documentation by Customer or due to delays in the customs clearance process. All duties and taxes that may occur due to the importation or exportation (defined above) have to be borne by the Customer or will be charged by LHT to Customer.

16. Export Clause

Customer shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export laws and regulations (e.g. ITAR, EAR and OFAC sanctions regulations) and those of other relevant foreign jurisdictions. Upon LHT's request, Customer shall promptly provide LHT with appropriate certifications as required by such applicable export laws and regulations, or as necessary to ensure continuing compliance with such laws and regulations.

17. Applicable Law and Venue

17.1 The Customer Agreement and these Standard Terms and Conditions and any legal relationship with the Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of Belgium excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict between the English and the Belgian meaning of any expressions used in these Standard Terms and Conditions or any part thereof the Belgian legal meaning shall prevail.

17.2 The courts of Brussels, Belgium, shall have jurisdiction. In case of any claims asserted against LHT this jurisdiction shall be exclusive.

18. Waiver of Sovereign Immunity

LHT and Customer hereby agrees that Customer Agreement and any legal relationship that may arise therefrom are commercial transactions and Customer undertakes not to claim any immunity from suit, execution, pre-judgment or post-judgment attachment or other legal process in any jurisdiction.

19. Amendments

Any amendments to these Standard Terms and Conditions including this clause and the Customer Agreement need to be agreed upon between LHT and the Customer in writing.

Lufthansa Technik Brussels N.V. GTC 23 March 2020

Christine Vermeire

Van: WOUTERS, RITA <rita.wouters@lht.dlh.de>
Verzonden: donderdag 27 mei 2021 13:58
Aan: REYMNANTS, RONNY; Christine Vermeire; 'Astrid Lescouhier | Crivits & Persyn'
CC: 'Rik Crivits | Crivits & Persyn'; VAN TRICHT, HAN; VAN EYCKEN, GERRIT;
PREUD'HOMME, RUDI; ROSS, ANDREW
Onderwerp: RE: Dringend - prijsaanvraag - FT. AEROCIRCULAR NV - OFFICIËLE STUKKEN -
24924/L61.2 -
Bijlagen: STC LT BRU 23MARCH2020.pdf; 2105040 - Aerocircular.pdf
Urgentie: Hoog

Geachte mevrouw Vermeire,

Gelieve in bijlage factuur 2105040 te willen vinden met vervalddag 31/05/21.
Graag ontvangen wij nog de getekende proposal.

Dank bij voorbaat.
Met vriendelijke groet,

Rita Wouters

Lufthansa Technik Brussels nv
B-1820 Steenokkerzeel-Melsbroek
t/ +32 2 752 86 70
f/ +32 2 752 86 73
personal/ rita.wouters@lht.dlh.de

GDPR Policy: <https://bit.ly/2JGG408>

Lufthansa Technik Brussels NV, Vliegveld 117D, 1820 Steenokkerzeel, België
Ondernemingsnummer: 0463.480.945, RPR Rechtbank van Koophandel, Brussel
Deutsche Bank AG Bijkantoor Brussel, IBAN BE54 8260 0041 5497

From: REYMNANTS, RONNY <ronny.reymnants@lht.dlh.de>
Sent: Thursday 27 May 2021 12:57
To: Christine Vermeire <christine.vermeire@advocaat.be>; 'Astrid Lescouhier | Crivits & Persyn'
<Astrid.Lescouhier@crivitspersyn.be>
Cc: 'Rik Crivits | Crivits & Persyn' <Rik.Crivits@crivitspersyn.be>; VAN TRICHT, HAN <han.vantricht@lht.dlh.de>; VAN
EYCKEN, GERRIT <gerrit.van.eycken@lht.dlh.de>; PREUD'HOMME, RUDI <rudi.preudhomme@lht.dlh.de>; ROSS,
ANDREW <andy.ross@lht.dlh.de>; WOUTERS, RITA <rita.wouters@lht.dlh.de>; kurt.van.dam@telenet.be
Subject: RE: Dringend - prijsaanvraag - FT. AEROCIRCULAR NV - OFFICIËLE STUKKEN - 24924/L61.2 -

Goede namiddag Mevrouw Vermeire,

In bijlage kan u onze proposal vinden ter ondertekening voor de uitvoering van de werken.

Kan u ons een getekende versie terugbezorgen, bedankt.

@ Rita: kan je aub een factuur opmaken voor de vaste prijs van 7.400€ en doorsturen naar de personen in deze mail, bedankt.(vervalddag 31/05/2021)

Mvg,

Ronny Reymnants