

GROUND HANDLING TERMS AND CONDITIONS

The following terms and conditions apply to each future request for the provision of Ground Handling Services received by the CUSTOMER for the supply of Ground Handling Services for passengers and/or goods that are not covered in a standalone specific service agreement between FLYING SERVICE and the CUSTOMER

The (i) communication of a request by the CUSTOMER to FLYING SERVICE for the supply of Ground Handling Services, by any means (oral , written and or via electronic mail) and/or (ii) the commencement of provision of Handling Services at the CUSTOMER's request shall amount to the CUSTOMER's acceptance of these terms .

These terms shall take precedence over any terms and conditions of the CUSTOMER, whether attached to, enclosed with or referred to in any purchase order of the CUSTOMER or elsewhere.

They may not be varied except by written agreement between FLYING SERVICE and the CUSTOMER.

1. DEFINITIONS

In these terms and conditions the following words shall have the meanings given in this clause:

'AIRCRAFT' any aircraft in respect of which FLYING SERVICE is required to provide Ground Handling Services

'CUSTOMER' shall mean the person, firm or company described as such requesting the Ground Handling Services and shall include its employees, servants, agents, insurers subcontractors and any other third party acting on behalf of

'Disbursements' shall mean any costs or expenses properly incurred by FLYING SERVICE on behalf of the CUSTOMER in connection with the provision of the Ground Handling Services under the Contract;

'Facility' shall mean any hangar owned or rented by FLYING SERVICE where the Aircraft may be hangared

'Ground Handling Charges' the fee to be charged by FLYING SERVICE for Handling Services and specified in the list of Ground Handling Charges published by FLYING SERVICE from time to time(whether or not scheduled to these conditions) and available on request;

'FLYING SERVICE' shall mean FLYING SERVICE NV whose registered address is at Luchthavenlei 1/18 – 2100 Antwerp. a company registered in Belgium number RPR BRW BE 424.612.055 and shall include its employees, servants, agents, insurers subcontractors and any other third party acting on behalf of ;

'Ground Handling Services' shall mean the aircraft handling services to be supplied by FLYING SERVICE and described in the Schedule attached to these terms and Conditions

“Ground support equipment” shall mean all equipment used in the performance of ground handling services, whether fixed or mobile,

2. FLYING SERVICE'S OBLIGATIONS

2.1. The services will be made available within the limit of possibilities of FLYING SERVICE and in accordance with the applicable ICAO and regulations and procedures applicable in Belgium.

2.2. It is not considered necessary or possible to specify every detail of the services and it is generally understood what such services comprise and the standards to be attained in their performance.

2.3. FLYING SERVICE will use its reasonable care and skill in the supply to the CUSTOMER of Ground Handling Services

3. CUSTOMER'S OBLIGATIONS AND WARRANTIES

3.1 The CUSTOMER shall supply FLYING SERVICE with sufficient information and instructions to enable FLYING SERVICE to perform the Ground Handling Services properly.

3.2 The CUSTOMER warrants to FLYING SERVICE that it maintains on risk aircraft third party, passenger, baggage, cargo and general third party legal liability sufficient insurance.

4. HANDLING CHARGES AND DISBURSEMENTS

4.1. The CUSTOMER shall pay the Handling Charges and Disbursements within 8 (eight) days of the date of FLYING SERVICE's invoice. Without prejudice to any other right or remedy that it may have, if the CUSTOMER fails to pay FLYING SERVICE within this delay, FLYING SERVICE may charge the CUSTOMER interest at 12% from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgment, and may suspend all of its obligations hereunder until payment has been made in full.

4.2. FLYING SERVICE shall have a continual lien both particular and general for any Charges (including any interest payable thereon) of whatsoever nature incurred which shall be or become due and payable to FLYING SERVICE upon either

- a) Any aircraft (including its parts and accessories) in respect of which the Charges were incurred (whether or not incurred by the person who is the operator or owner at the time when the lien is exercised) or
- b) In the case of Charges incurred by the CUSTOMER, any aircraft (including its parts and accessories) operated and owned by the CUSTOMER at the time when the lien is exercised whether or not the Charges were incurred in respect of the aircraft, parts or accessories concerned)

The said lien shall not be lost by reason of any aircraft part or accessory departing from FLYING SERVICE 's control but shall continue and be exercisable at any time when the

aircraft , part or accessory concerned returns to FLYING SERVICE's control so long as any Charges (including interest) remain unpaid.

5. LIABILITY AND INDEMNITY

5.1. All services rendered by FLYING SERVICE under this Agreement are deemed to be performed under the supervision and sole responsibility of the CUSTOMER's representative. The security of any Aircraft or other property of CUSTOMER shall be the sole responsibility of CUSTOMER.

5.2. FLYING SERVICE shall not be liable for any damage or loss of whatsoever nature sustained to Aircraft, the Facility, any Third Parties or any property thereof, as a result of the Aircraft being hangared by the CUSTOMER in the Facility, or while being handled by the CUSTOMER inside or near the Facility, or as the result of the execution of this Agreement in any other form, unless resulting directly from any proven willful misconduct or gross negligence of FLYING SERVICE, in which case FLYING SERVICE cannot be held liable for any indirect or consequential loss or damage.

5.3. The CUSTOMER hereby expressly accepts liability for any and all damage or loss to the Facility, Third Party Aircraft hangared or handled in the Facility, as well as any Third Parties or any property thereof, inside or near the Facility, while handling Aircraft or occurring during the hangaring of the Aircraft in the Facility, or as the result of any other usage of the Facility.

The CUSTOMER shall hold FLYING SERVICE harmless for any Third Party claim which is the direct or indirect consequence of the usage by the CUSTOMER of the Facility in whatsoever form, such as but not limited to hangarage and handling of Aircraft.

The CUSTOMER hereby waives, releases and renounces all rights and claims against FLYING SERVICE for any direct and indirect loss or damage of whatsoever nature whether arising out of this contract or otherwise, as well as waives any right of recourse against the owner or lessor of the Facility.

5.6. FLYING SERVICE shall not be liable for any breach caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving FLYING SERVICE's employees), weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

6. APPLICABLE LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the laws of the Kingdom of Belgium and both parties submit to the exclusive jurisdiction of the Courts of Antwerp.