

# Terms and Conditions of Use of Jet Aviation Handling Services

## 1. Area of application

- 1.1 Customer hereby acknowledges and agrees that Customer's use of the Ground Handling Services, Hangarage Services and/or Refuelling Services ("Handling Services") arranged by Jet Aviation AG or any of its affiliate companies ("Jet Aviation") at airports across the EMEA region is governed by the following Terms and Conditions of Use of Jet Aviation Handling Services ("Terms"), unless there is a Standard Ground Handling Agreement ("SGHA") in place between Customer and Jet Aviation in which case such SGHA shall prevail over these Terms.
- 1.2 "Customer" means the carrier company, aircraft operator, aircraft owner, aircraft representative, passengers any third party engaged by the carrier company, aircraft operator, aircraft owner, aircraft representative and/or any third party who is acting on behalf of the carrier company, aircraft operator, aircraft owner, aircraft representative and/or passenger, as the context requires.

## 2. Handling Services

Handling Service(s) requested by Customer shall be confirmed by Jet Aviation, via electronic mail or in writing. Handling Service(s) shall be provided by Jet Aviation subject to these Terms which shall constitute the agreement of the parties ("Agreement").

## 3. Payment terms

- 3.1 Jet Aviation requests payment for the Handling Services prior to departure from Customer, unless agreed otherwise.
- 3.2 The Customer cannot claim any interest for any payments made in advance regardless of the timing of such payments. Payments, including any advance payments, shall be due on the dates fixed even in the event of delivery postponement by the Customer.
- 3.3 If the Customer fails to effect payment(s) at the dates due, Jet Aviation shall be entitled to charge interest from the day on which payments have been due. Unless otherwise agreed, such interest shall be at the rate of 1.5% each accumulating month of delayed payment up to a maximum rate of 15% per year, or the maximum allowable by law, whichever is higher.
- 3.4 Jet Aviation is entitled to a general and particular right of lien on any of Customers goods in Jet Aviation's possession for all amounts due from Customer to Jet Aviation under any contract and until provided otherwise Jet Aviation is entitled to assume that such goods are Customers absolute property or, if not owned by the Customer, that Customer has the authority to put them in Jet Aviation's possession subject to these Terms. Jet Aviation may also recover from Customer all costs and expenses of exercising such lien including (without limitation) storage charges.

## 4. Limitation of liability

In this clause, all references to the Customer or Jet Aviation shall include their respective related bodies corporate and contractors and each of their directors, officers, employees, servants, agents and subcontractors. "Act or omission" shall include negligence.

- 4.1 Each Jet Aviation FBO location shall be individually liable for damages arising out of or related to its orders, transactions, or actions. Each Jet Aviation FBO location shall not be jointly and severally liable for damages arising out of or related to orders, transactions or actions by other Jet Aviation FBO locations.
- 4.2 Except as stated in clause 4.5, the Customer shall not make any claim against Jet Aviation and shall indemnify Jet Aviation against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
  - a. delay, injury or death of persons carried or to be carried by the Customer; and
  - b. injury or death of any employee of the Customer; and
  - c. damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Customer; and
  - d. damage to or loss of property owned or operated by, or on behalf of, the Customer; and
  - e. any indirect, consequential or incidental loss or damage;

arising from an act or omission of Jet Aviation in the performance (including non-performance) of this Agreement, regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law, unless act or omission of Jet Aviation was in breach of the Agreement and done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

PROVIDED ALWAYS THAT Jet Aviation shall have no obligation, liability or responsibility, whether arising in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law for loss of use, loss of profits, loss of business, loss of opportunity to make a profit, loss of business opportunity, loss of revenue, downtime costs, loss of capital, loss of goodwill, or for any other financial or economic loss damages with respect to any act or omission or any beach of the Agreement, or any non-conformance or defect in any work under this Agreement, supplies, spare parts, equipment, any services (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement.

- 4.3 The Customer shall not make any claim against Jet Aviation and indemnifies Jet Aviation against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of (regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law) damage, death, delay, injury or loss to third parties caused by the operation of the Customer's aircraft arising from an act of omission of Jet Aviation in the performance (including non-performance) of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury would probably result.
- 4.4 Without prejudice to clause 4.6 below and subject to the applicable law, Jet Aviation shall not make any claim against the Customer and shall indemnify it (subject as hereafter provided) against any claim or suits, including costs and expenses incidental thereto, in respect of damage to or loss of property owned by Jet Aviation, unless done with the intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably cause.
- 4.5 Notwithstanding paragraph 4.2.(d), Jet Aviation shall indemnify the Customer against any physical loss of or damage to the Customer's Aircraft caused by Jet Aviation's negligent operation of ground support equipment PROVIDED ALWAYS THAT Jet Aviation's liability shall be limited to any such loss of or damage to the Customer's Aircraft in an amount not exceeding the level of deductible under the Customer's Hull All Risk Policy (including any available buydown insurance policy) which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified. For the avoidance of doubt, save as expressly stated, this clause 4.5 does not affect or prejudice the generality of the provisions of clause 4.2.
- 4.6 The Customer consents and Jet Aviation shall be entitled to enforce such right of lien, pursuant to clause 3.4, for the purpose of securing any of its claims against Customer.
- 4.7. On request of the Customer, Jet Aviation may arrange for the provision of services other than Handling Services such catering services, taxi services and the arrangement of hotel accommodation ("hereinafter referred to as "Special Services"), subject to the following provisions:
- a. It is agreed that if the Special Services are provided by third parties, Jet Aviation shall only act as an agent on behalf of the Customer in engaging the third party to provide the Special Services.
  - b. The Handling Company shall not be liable towards the Customer for any type of damage or loss resulting from the provision of Special Services by third parties (including damage or loss resulting from the non-performance by the third party). The Customer shall indemnify Jet Aviation against any claim or suits, including costs and expenses, from third parties who were engaged to provide the Special Services.
  - c. Unless otherwise agreed between the Parties, Jet Aviation shall engage its preferred suppliers for the provision of the Special Services.

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- d. A preferred supplier shall be a supplier who has obtained the relevant licenses that are required by Jet Aviation or any relevant law.
- 4.8 To the fullest extent permitted by applicable laws, the warranties, conditions, representations, obligations and liabilities of Jet Aviation and the remedies of the Customer set forth in this Agreement, are exclusive and in substitution for, and the Customer hereby waives, releases and renounces all other warranties and other obligations and liabilities of Jet Aviation, and any other rights, claims and remedies of the Customer against Jet Aviation, express or implied, arising by law, statute or otherwise, with respect to any breach of the Agreement, or any non-conformance or defect in any work under this Agreement, supplies, spare parts, equipment, any services (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement, including but not limited to:
- a. any implied warranty of merchantability or fitness;
  - b. an implied warranty arising from the course of performance, course of dealing or usage of trade;
  - c. any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligent act or omission of Jet Aviation; and
  - d. any obligation, liability, right, claim or remedy for loss or damage to any property of the Customer, including without limitation, any Aircraft.
- 4.9 All limitations and exclusions of liability will operate for the benefit of Jet Aviation and each of Jet Aviation's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors and the benefit of such limitations and exclusions of liability will be held on trust for each of Jet Aviation's related bodies corporate, subcontractors and each of their employees, directors, officers, agents and contractors. Jet Aviation may enforce any limitations and exclusions of liability for and on behalf of any Jet Aviation 's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors.
- 4.10 The Customer undertakes to take out insurance coverage for property (Hull All Risk & Hull War Insurance on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out respective third-party liability coverage (including flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined limit according to the EU regulation (EC) No. 785/2004 but in any case, at least USD 100'000'000 (Hundred Million US Dollars) per occurrence. Customer's insurer shall endorse Jet Aviation, its parent companies, affiliates, employees, directors, representatives, vicarious agents and subcontractors as additional insured on the Customer's Aircraft Liability (include War liability) and provide a waiver of subrogation by Customer and its insurer in favor of Jet Aviation under Hull All Risk and Hull War insurance.

### 5. Confidentiality – Personal data

Neither Party may disclose any information provided by the other Party, except to the extent expressly authorized in writing by the other Party or ordered by a court of competent jurisdiction or government agency or prescribed under any applicable law, rule or regulation.

Customer personal data will be collected, processed, stored, and used in accordance with the terms set out in Jet Aviation Privacy Notice (<https://www.jetaviation.com/privacy-notice>).

### 6. Force majeure

No party shall be deemed in default of these Terms to the extent that any delay or failure in the performance of its obligations under these Terms results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labour disputes or unavailability of parts. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

7. Compliance with laws

Customer acknowledges that goods, services, technical data and/or other information received under this Agreement and any Order may be subject to U.S. export control laws and regulations, and Customer agrees to comply fully with such laws and regulations.

Customer represents that the aircraft and its owner(s)/operator, the passengers, origin and destination of aircraft, and the purpose of aircraft's route are not subject to sanctions, that the flight is being carried out in compliance with applicable trade controls, and that by Jet Aviation providing the services will not cause Jet Aviation to be in violation of any trade controls or subject to any sanctions or other penalties. Trade controls include restrictions on: (i) transactions or other dealings with sanctioned countries/territories or sanctioned entities, individuals, or governments; (ii) exports, re-exports, and other transfers of goods, software, and technology across borders, or to persons of other nationalities; and (iii) direct or indirect support of certain unsanctioned non-U.S. boycotts. Customer retains responsibility for compliance with all applicable trade controls. Any violation Jet Aviation discovers may result in immediate termination of the Handling Services and this Agreement and may be reported to law enforcement authorities.

8. Entire agreement - survival

These Terms set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior discussions between the Parties. Jet Aviation reserves the right to unilaterally modify these Terms at any time without notice. All provisions of these Terms which by their nature should apply beyond termination/expiration will remain in force.

9. Waiver

The failure of Jet Aviation to enforce at any time any of the provisions of this Agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of Jet Aviation to take any action in the future to enforce any provisions hereunder.

10. Severability

In the event that any one or more of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

11. Applicable law / place of jurisdiction

The parties agree that this Agreement is part of an international contractual relationship and each party (a) agrees that such relationship (and each part of it including any services) shall be exclusively governed by and construed in accordance with the laws of the country in which the Jet Aviation legal entity providing the Handling Services to Customer is located, to the exclusion of local conflict of law rules and further to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and (b) irrevocably submits to the exclusive jurisdiction of the courts country in which the Jet Aviation legal entity providing the Handling Services to Customer is registered to settle any dispute which may arise under or in connection with this contractual relationship (or any part thereof).

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