

These GTC are binding for all employees and/or representatives of persons using the hangaring and parking service ("the Client") when hangaring and parking aircraft on the parking areas of ABS Jets at Vaclav Havel Airport – South in Prague – LKPR/PRG.

Besides complying with these GTC, the Client also undertakes to abide by the regulations issued by the operator of LKPR/PRG, i.e. Letiště Praha, a.s. ("the Airport").

## Declarations & Definitions

- ABS Jets is the owner of buildings which serve for the hangaring of aircraft, referred to as "ABS Jets Hangar C" and "ABS Jets Hangar N" situated at Vaclav Havel Airport – South in Prague;
- ABS Jets provides rental space intended for the hangaring of aircraft and is the authorised holder of valid permits and licences for the provision of this service through its own fully-trained workforce.
- ABS Jets holds liability insurance for damage arising out of the ownership or use of buildings/structures in connection with other aviation activities, the liability of the hangar operator, supplies of services relating to air transport and repairs to aviation equipment, (collectively referred to as "Premises, Products, Hangarkeepers and Grounding Liability"), which covers damaged caused as the result of hangaring and the provision of despatch services;
- Hangaring for aircraft means the provision of hangaring services and the placement of aircraft in Hangar C and/or Hangar N;
- Parking for aircraft means the provision of parking space on the manoeuvring area in front of Hangar N.

## Entry and movement in hangars and parking areas

- The ABS Jets hangars and parking areas are situated in the non-public Security Restricted Area (SRA) part of the Airport. Therefore, in accordance with the applicable legislation, the Airport has the right to grant time-limited access or deny or prohibit access to the appropriate areas and may do so without stating the reason. In such a case ABS Jets is not liable for any damage which might occur as a result.
- The Client is entitled to enter the hangar and parking areas and move within them only with the knowledge of and/or when escorted by an employee and/or representative of ABS Jets ("Escort") and under the "Visiting Regimen" or using his/her own IDC if he/she is a holder.
- The Client may at any time be subjected to a safety check, a check upon items brought into or out of the premises or a test for the presence of alcohol or psychotropic substances. When within these restricted areas the Client is obliged to abide by the instructions of the Escort and wear a visitor's card or identification card attached to his clothing in a visible place.
- In order to protect civilian air traffic against unlawful activity and to assure the safety of persons and property, ABS Jets operates a camera system with video recording (CCTV) in its hangars and parking areas.

## Rights and responsibilities of the Client during the hangaring and parking of aircraft

- The right of the Client arises for the hangaring and parking of aircraft based on this valid contractual relationship or upon an order in case of AD-HOC parking. ABS Jets reserves the right to alternative parking on the manoeuvring in front of Hangar N or other hangar areas in the locality of Vaclav Havel Airport – South in Prague.
- ABS Jets reserves the right to determine the order and placement of the aircraft. ABS Jets reserves the right to deny provisions until the time that the conditions or sufficient assurance of responsibilities are met by the Client.
- Upon landing, the aircraft will be left by the crew in a given position in a state that allows for it to be tugged.
- Tugging aircraft is done exclusively by ABS Jets, using the appropriate technical equipment. Tugging mustn't be performed by the Client or other handling company; upon doing so, the Client pays for any damage to property or other damage incurred.
- ABS Jets is authorized to refuse to perform tugs or manoeuvre aircraft for a necessary period in case of substantial operational or safety reasons. In such a case, the Client is to abide by such a decision for its duration.
- The Client may verifiably submit the requests for hangaring and parking aircraft to ABS Jets, at least two hours in advance, using a written or electronic order. The written document is kept on file, even if the order is made electronically or via some other technical means which enable the capture of the contents and designation of the Client.
- The Client is required upon request to submit a copy of documents ascertaining this fact, for purposes of verifying the owner or operator of a given aircraft.

## Handling fuel

- Any handling of fuel in the hangar and on the parking space is strictly FORBIDDEN.
- Filling an aircraft with fuel is to be done exclusively by the supplier of fuel approved by the Airport, and to be done in stipulated places, and using equipment for such purposes.
- Any fuel and other operations fluid leaks must be immediately reported to the fireman's rescue brigade (hereinafter: "HZS LP") via employees handling ABS Jets or directly on the emergency line of HZS LP, see the contacts part below.
- The Client is required to accept all measures necessary in order for the risk to be reduced to the minimum, so as to protect the health and safety of persons and to prevent damages to life, health, property and the environment.

## Drive units of aircraft

- Starting and engine tests of jet, propeller and assisting (APU) fuel units are to be performed exclusively outside of the hangars, in areas assigned and intended for such activities, on the Airport's premises, at a safe distance from the buildings and always only after prior discussion with ABS Jets handling employee.
- The Airport is authorized to set a time and place for operating drive units and, if necessary, to likewise limit or forbid them. In such case the company of ABS Jets carries no responsibility for damages incurred.

## Protecting safety and health during work and fire safety

- The Client is bound to announce to all its employees and/or representatives any possible risks and of the need to uphold the rules of safe work and fire safety. Furthermore, the Client is bound to give the order for the activity to be conducted in such a way as to prevent fires, an injury to oneself or the injury of others or damage to health, property or the environment.
- Employees and/or representatives of the Client are required to become familiar with the operation and facilities of ABS Jets, evacuation plans, location of the first-aid kits, fire extinguishers and emergency telephone numbers.
- Employees and/or their representatives of the Client at work are required to:
  - Use the stipulated protective measures and aids and abide by the safety inscriptions, notices, signals and instructions;
  - Abide by the ban on alcohol consumption and use of psychotropic substances at facilities of ABS Jets, and the requirement to undergo tests for the presence of alcohol and psychotropic substances;
  - Abiding by the total ban on smoking, and of using an open fire;
  - Inform ABS Jets of all work injuries that have occurred, without delay;

- Conduct one's activities with a heightened awareness, especially during work with electrical devices, appliances, machines, cables and appliances;
  - Handle chemical substances and conduct technical work, repairs, working at height, or dangerous work, only in the presence of persons who are trained from a medical or technical aspect, or have the respective certification. The authorization must be available upon request.
  - During any activity on the aircraft, always use a grounding cable, if required by the activity performed.
- In hangars and in parking areas, it is strictly FORBIDDEN to perform especially the following risky activities:
    - Cutting and welding using a flame or an electrical arc, sanding or cutting using a high rpm device, or using an open fire;
    - Powder coating, spraying and mechanical application of aerosols, thinners, paints and glues;
    - Opening, disassembling and filling accumulating parts of batteries.

## The environment and handling waste

- ABS Jets ensure accessibility to drinking water and the corresponding hygienic conditions in areas of the hangar.
- ABS Jets regularly conducts cleaning and disinfection of all respective spaces. Fees for the regular use of water, electricity and heat, and for rubbish that results during hangaring and the parking of aircraft, are included in the price for services billed to the Client.
- The Client is required to conduct its activity in a nature friendly way, to not waste products, and to gather produced waste in containers meant for it.
- The Client mustn't produce dangerous, toxic or radioactive waste in the hangars or parking areas, and mustn't leave things or equipment there, which are soiled or damaged by such rubbish.
- In applicable cases, employees and/or representatives of ABS Jets are authorized to refuse or prevent a Client's handling of rubbish.

## Responsibility

- The Client is responsible to reimburse for all property damage and other damages incurred as the result an intentional violation of morals, the law or contractual responsibilities of these GTC. In that is to arise, the Client is required to pay for such damages in their entirety.
- ABS Jets isn't responsible for damages to the health or property of the Client, which occur as a result of negligence, intentional behaviour or a failure of the Client.
- The Client is required to inform ABS Jets of all damages, as soon as they arise.
- ABS Jets isn't responsible for damages that aren't announced immediately after receiving the respective aircraft after its ferrying, parking or hangaring.

## Responsibility for maintaining confidentiality and secrecy of information

- Acquiring audio-visual records of hangars or their parking areas, without the awareness of the operator of the hangars is strictly FORBIDDEN.
- The Client is bound to consider all information gained or accessible as a result of hangaring or parking to be confidential and the subject of trade secrets. The Client is bound to keep all information secret, until they become public record in ways besides that of the Client violating its responsibilities (hereinafter: "Information"). Information which is considered to be secret and confidential especially includes:
  - The names of clients of ABS Jets;
  - The aircraft fleet of clients of ABS Jets;
  - The names of passengers of the company of ABS Jets or their clients;
  - Contractual prices and conditions;
  - Unauthorised audio-visual records related to the company of ABS Jets or their Clients;
  - All information that isn't explicitly stated above, but which could potentially result in negative results for the company of ABS Jets or its Clients or which could attract the unwanted attention of the media.
- The Client is required to abide by its responsibility to maintain the secrecy and confidentiality of information, take all necessary measures for the purpose of preventing the leak of information to 3rd parties, to not share information with any 3rd party and prevent any 3rd party from gaining such information.
- The Client is required to immediately inform ABS Jets in the case it discovers a violation of its responsibility to keep the confidentiality and secrecy of information.

## Contractual penalty

- The company of ABS Jets is authorized to ask for a contractual penalty in the amount of 100,000.00 EUR (written: one hundred thousand euro) for any violation of the responsibilities arising from these GTC, especially for violating the responsibility to keep information confidential. Payment of the contractual penalty doesn't affect the claim to compensation for damages incurred.

## Retention right

- ABS Jets is entitled to lawfully retain a movable thing of the Client to secure the Client's due debt.
- Not yet due Client's debt may also be secured by retention right:
  - If the Client failed to secure the debt otherwise,
  - If the Client declares that he will not discharge the debt, or
  - If it becomes otherwise evident that the Client will fail to discharge the debt as a result of a circumstance which occurred in relation to the Client, and of which ABS Jets was not and could not have been aware at the time the debt was incurred.
- In such case ABS Jets shall inform the Client in written about the retention and the reasons for it.

## Final provisions

- These Terms & Conditions shall be governed by the laws of the Czech Republic.
- Any legal disputes arising in connection with these Terms & Conditions shall be decided by the court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the court Code of Procedure.
- These Terms & Conditions form an inseparable part of the Hangaring Contract or Hangaring Order. If there is any dispute concerning the terms of the Hangaring Contract or Hangaring Order and these Terms & Conditions, the provisions of the Contract or Order will take preference.
- ABS Jets is entitled to change or modify these Terms & Conditions. If the Client does not agree to the change, the Client has the right to withdraw from this contract with a notice period of 3 months.
- These Terms & Conditions have been drawn up in Czech and in English.
- The current version of these Terms & Conditions is available to the Client at <http://www.absjets.com/en/documents/general-terms-and-conditions> or in writing on request from ABS Jets handling.

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