

## AREA OF APPLICATION

These General Terms and Conditions for Ground Handling and Hangarage Services ("GTC") of ABS Jets, a.s., company duly incorporated and validly existing under the laws of the Czech Republic, with its registered seat at K Letisti 549-Hangar C, Prague 6 Ruzyně, 161 00, Czech Republic, identification number 271 63 628, registered in the Company Register of the Municipal Court Prague, section B 9421 ("ABS Jets") are applied, unless otherwise agreed in writing, to all ground handling and hangarage services provided by ABS Jets itself or subcontracted by ABS Jets to third parties, irrespective of the particular contractual document (Ground Handling Agreement, Aircraft Hangarage Agreement, ad-hoc contract for the provision of handling and/or hangarage services, irrespective of its form, including oral form, or any other document) by which the GTC were incorporated. These GTC form an integral part of any such contract. These GTC also apply to any ancillary services provided in connection with any ground handling and/or hangarage services.

## DEFINITIONS

- Prague Airport** means Václav Havel Airport in Prague, ICAO code LKPR, IATA code PRG.
- Ground Handling Services** mean the provision of any aircraft handling services on the Apron at the Prague Airport, to the extent agreed with the customer ("Customer"). Handling is in particular, but not limited to: physical ground handling of the aircraft (e.g. securing the aircraft with chocks and safety cones, arranging aircraft refueling, catering, de-icing, provision of external and internal cleaning of the aircraft, provision of GPU and other GSE), provision of parking space on the manoeuvring area in front of Hangar C and/or Hangar N, towing of the aircraft, namely between apron and parking position/hangar facility, coordination of the flight with the Prague Airport, arranging and implementing airport slot changes, monitoring of ATC slots, passengers, crew and baggage transfers from the aircraft to the terminal and vice versa, transportation of passengers and crew to the hotel, use of the Crew Lounge in Hangar N, care of passengers upon arrival at the terminal, arrangement of VIP car rental with driver, provision of accommodation for the crew, arrangement of a car parking in the private parking lot of ABS Jets.
- Hangarage Services** means the provision of a parking space in hangar C and/or Hangar N for an agreed period of time; Hangarage Services may include towing of aircraft, namely between the parking position and hangar facilities.
- Services** mean a common term for Ground Handling Services and Hangarage Services.

## DECLARATIONS AND OPERATING RULES

- ABS Jets is the owner of hangars used for aircraft hangarage, referred to as Hangar C and Hangar N situated at the Prague Airport. ABS Jets is an authorized holder of all necessary valid permits and licenses to provide Ground Handling Services on Apron South of the Prague Airport.
- ABS Jets is entitled to use subcontractors when providing Services.
- 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 ("PPH Liability insurance"), which covers damages caused as the result of the provision of Services.
- Services are provided in a non-public restricted area of Prague Airport. ABS Jets is entitled to adopt operating rules to regulate the conduct of the customer during the provision of Services. The customer is obliged to comply with any published operating rules.
- Besides complying with any relevant ABS Jet's operating rules, the Customer is also obliged to comply with the regulations issued by Prague Airport.

## CONTRACTUAL PROCESS

- The Customer is entitled to the provision of the Services on the basis of a validly concluded contract. The contractual process is initiated by the Customer's order. The order may be made in writing, by email, orally or in any other form. Any order made by the Customer must clearly specify the scope of Services required. Once the order is accepted by ABS Jets, a contract for the provision of Services is concluded. Both parties are aware that all ordered Services are subject to slot and manpower availability and that ABS Jets is not obliged to accept the order.
- Upon order acceptance, ABS Jets will provide non-stop contact for operational communication. Any request for a change in the Services provided must be notified by the Customer without undue delay. ABS Jets declares that it will endeavour to comply with the customer's requests to the best of its ability.
- The Customer acknowledges that employees of ABS Jets are not authorized to accept the Customer's own general terms & conditions, and such actions would have no effect. The only general terms & conditions governing the provision of Services may be these GTC. This does not affect the possibility of agreeing on specific deviations from these GTC.

## PRICES AND PAYMENT TERMS

- ABS Jets will apply the prices valid and applicable at the time of provision of the Services specified in the applicable ABS Jets price list, unless otherwise agreed in writing.
- All prices are net of VAT, of any other taxes, levies, imposts, fees, withholding taxes and any similar or dissimilar taxes as well as duties as may be imposed on such amounts. For the avoidance of doubt if such taxes or levies apply, they will be borne by the Customer.
- ABS Jets may, in its sole discretion, require prepayment or advance payment for the Services.
- Payments will be settled by bank transfer only. Credit/debit cards are accepted.
- ABS Jets will issue an invoice for the Services provided. All invoices will comply with all requirements of the tax document under the Act No. 235/2004 Coll., as amended ("VAT Act").
- The invoice will be due and payable within 14 days as of the date of delivery of invoice to the Customer. The invoiced amount shall be deemed paid on the date the invoiced amount is credited to the ABS Jets account.
- If the Customer fails to pay the invoice in time, the contractual late payment interest in the amount of 0,1 % per day of the due amount will be applied.
- In the event of repeated default by the Customer in payment for the Services provided, ABS Jets may terminate the Services contract with immediate effect.
- Any complaints concerning any invoice or its disputed part must be submitted by the Customer in writing within 10 working days of the receipt of the invoice with detailed specification of good reason of complaint / dispute to the following electronic addresses: [vladimir.nedelka@absjets.com](mailto:vladimir.nedelka@absjets.com) and [handling@absjets.com](mailto:handling@absjets.com). Nevertheless, the Customer is obliged to pay properly and on time the undisputed part of the invoice. Later complaints will not be assessed and the Customer is obliged to pay the invoice in full.
- The Customer is responsible at its sole expense for the costs and expenses arising directly with the provision of Services as is, but not limited to: all third-party charges incl. the aircraft fuel, landing and navigation charges; all banking charges, all taxes, customs duties, governmental impositions and Civil Aviation Authority charges.
- Airport fees charged by Prague Airport will be re-invoiced to the Customer on behalf of ABS Jets. The Customer will receive a separate invoice for this purpose.

## REFUSAL OF PERFORMANCE AND DEBT SECURITY

- ABS Jets is entitled to refuse to perform its obligations and suspend the provision of Services if:
  - there are contractual obligations of the Customer to be fulfilled prior to the provision of Services (e.g. the obligation to make a prepayment), and such obligations have not been fulfilled by the Customer,
  - during the Customer's default with payment of any due debt, until the amount due is paid in full, or
  - it is necessary for justifiable operational or safety/security reasons, but only in the extent and for the time necessary.
- Refusal and/or suspension of performance under paragraph 1 shall not be deemed a breach of ABS Jets contractual obligations and will not impose any liability on ABS Jets for any potential damages caused by such non-performance.
- ABS Jets is entitled to retain the aircraft or any other movable thing which should otherwise be released to the Customer to secure the Customer's due debt in accordance with the laws of the Czech Republic.
- Not yet due Customer's debt may also be secured by retention right:
  - if the Customer failed to secure the debt otherwise, although he was obliged to do so,
  - if the Customer declares that he will not pay the debt,
  - if it becomes otherwise evident that the Customer will fail to pay the debt as a result of a circumstance which occurred in relation to the Customer, 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 will inform the Customer in writing about the retention and the reasons for it.

## LIABILITY

- ABS Jets shall be liable towards the Customer for any damage to or loss of any property and / or for injury to or death of any person caused by a breach of ABS Jet's contractual obligations or applicable law.
- Notwithstanding the above, ABS Jets shall only be liable to compensate directly caused actual damage (in Czech skutečná škoda); any compensation of loss of profit (in Czech ušlý zisk) non-property harm, loss of market value of the aircraft, or any related, consequential, punitive or other similar type of damages is excluded.
- The Customer shall indemnify, defend and hold ABS Jets and/or its employees, directors and shareholders harmless against any and all third-party (especially, but not limited to aircraft owner's) claims, demands, costs and expenses of any nature arising out of or in connection with the provided Services.

- ABS Jets' liability shall be limited to the amount of the insurance limit specified in the insurance policy of PPH Liability insurance.
- When ABS Jets acts as an agent only (i.e. procuring that a third party provides services to the Customer), its liability only extends to exercising due care in selecting the provider.
- If the services are provided to multiple parties, the liability limits apply to all such parties in aggregate.
- ABS Jets is not liable inter alia for damages resulting from:
  - incorrect, untrue or incomplete information provided by the Customer;
  - failure of the Customer to provide requested cooperation or to comply with ABS Jets instructions or advice;
  - risks notified to the Customer beforehand,
  - towing of aircraft by the Customer itself or any third party.
- ABS Jets shall be released from its obligation to compensate damages if it proves that the damages could not have been averted despite making all reasonable efforts it could have been reasonably requested to make; this includes Force Majeure events.
- The Customer must notify ABS Jets without undue delay of any event that may give rise to liability of ABS Jets. ABS Jets is not obliged to compensate damages, if it has not been notified of its potential liability within 30 days after the damages have occurred.
- Any claims by the Customer against ABS Jets for damages shall be time-barred one year from the date on which the Customer could have first exercised its right for compensation of damages.
- In addition to the statutory provisions excluded by a deviating clause in these GTC or any other party agreement, the following provisions of Act No. 89/2012 Coll., the Civil Code, as amended, do not apply: Section 557 (interpretation against the draftsman), Section 1740(3) (modified acceptance), Section 1765(1) and Section 1766 (hardship clause) and Sections 1799 and 1800 (adhesion contracts).
- The parties wish to solve any and all disputes and vagueness predominantly by an amicable settlement. In case the parties are unable to reach an amicable settlement, disputes arising from the parties contractual relationship or in connection therewith will be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, in accordance with its Rules by three arbitrators.
- Any deviating provisions agreed in a written contract take precedence over the wording of these GTC.
- ABS Jets is entitled to change or modify these Terms & Conditions. The Customer will be notified in writing by e-mail. If the Customer does not agree with the change, the Customer is entitled to refuse it and to terminate this contract with a notice period of 3 months.
- The current version of these Terms & Conditions is available to the Customer at <http://www.absjets.com/en/documents/general-terms-and-conditions> or in writing on request from ABS Jets handling.

## THE ENVIRONMENT AND WASTE HANDLING

- The Customer is obliged to conduct its activity in an environmentally friendly manner, not to waste resources and to collect the waste produced in containers designated for this purpose.
- The Customer must not produce hazardous, toxic or radioactive material and must not carry items or equipment contaminated or damaged by such waste.
- Where justified, ABS Jets employees and/or agents are authorized to refuse to accept or prevent the handling of Customer's waste.

## CONFIDENTIALITY OF INFORMATION

- Acquiring audio-visual records of hangars or their parking areas, without prior approval of ABS Jets is strictly FORBIDDEN.
- The Customer is bound to consider all information gained or accessible as a result of provision of Services ("**Information**") to be confidential and subject of trade secret. The Customer is bound to keep all information confidential, unless they become public record in a way other than by breach of duty of confidentiality by the Customer.
- Information which is considered to be secret and confidential especially includes:
  - the names of customers of ABS Jets;
  - the aircraft fleet of customers of ABS Jets;
  - the names of passengers of the company of ABS Jets or their customers;
  - contractual prices and conditions;
  - unauthorised audio-visual records related to the company of ABS Jets or their customers,
  - all information that isn't explicitly stated above, but which could potentially have a negative impact for the company of ABS Jets or its customers if made public, or which could attract the unwanted attention of the media.
- The Customer 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 third parties, not to share information with any third party and prevent any third party from gaining such information.
- The Customer 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

- ABS Jets is entitled to demand payment of a contractual penalty of EUR 100 000 for any and each breach of the obligation to maintain the confidentiality of information as provided above. This contractual penalty has a preventive and punitive character.
- Payment of the contractual penalty does not exclude the Customer's obligation to compensate for damages.

## GOVERNING LAW AND ARBITRATION, FINAL PROVISIONS

- The parties' contractual relationship and rights and obligations arising from it or in connection therewith are governed by the laws of the Czech Republic, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended.