



SKY HANDLING

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General Agency Terms and Conditions of Sky Handling GmbH

I. Conclusion of Contract

Sky Handling GmbH (hereinafter: Sky Handling) intermediates third-party services, as defined in each order, for its clients with regard to air rights, ground handling, flight planning, and crew services. Sky Handling – in particular – also appears before official and private bodies as the client's agent in order to obtain over-flight and landing permits.

Should the Client's order not clearly indicate who the Client's contract partner is going to be, then Sky Handling is entitled to presume that the person or the company to which the aircraft operator certificate was issued is going to be the contract partner of Sky Handling.

The Agency Agreement becomes legally binding as soon as Sky Handling submits the price list to the Client for the desired scope of service, along with a client contact sheet (**Offer**), and as soon as the Client shows his/her acceptance (**Acceptance**) by returning the filled out and signed client contact sheet.

Should the Client cancel the direct debit charge after conclusion of the Agreement and rendering of service by Sky Handling or if he/she objects to the direct debit charge, an additional **handling fee in the amount of 10 % of the entire invoice amount** shall be due immediately in favor of Sky Handling.

II. Contractual Obligations of Sky Handling

Sky Handling agrees, upon conclusion of an order, to perform the services listed in detail in the invoice, in particular to file the applications necessary for the implementation of the agency order in the name of the Client, to perform the necessary bookings and render the necessary statements and/or documents and papers.

III. Contractual Obligations of the Client

The Client agrees to pay the agreed remuneration and/or the agreed fees to Sky Handling upon maturity pursuant to the respective agency agreement.

The Client must direct any complaints regarding the invoice to Sky Handling in writing within 14 days upon receipt of the invoice. Sky Handling is at liberty to return any complaints received at a later date as delayed.

Furthermore, the Client is obligated to provide Sky Handling, before the rendering of the contractually agreed service, with any and all documents needed for the implementation of the order without request.

In particular as follows:

- Aircraft operator certificate
- Certificate of airworthiness
- Certificate of registration
- Noise certificate
- Aircraft insurance

The Client is furthermore obligated to provide all information, unsolicited and complete and prior to the execution of the contractually agreed service, needed for the execution of the flight, also with regard to any possible delays or difficulties, such as

e.g. travel bans, constraints or prohibitions, but also health concerns such as allergies, sicknesses or weaknesses and other circumstances.

In case of certain services (e.g. obtainment of permits), the published national provisions and lead times must be taken into account. Sky Handling does not assume any liability for the services that cannot be rendered due to the fact that the Client did not provide the order or relevant Client information on time.

IV. Power of Attorney for Sky Handling for Signing of Contracts

Sky Handling is authorized to sign contracts in the name of the Client with the respective service providers and to place binding orders, if and insofar as this is requested by the Client and/or necessary for the execution of the order.

V. Inclusion of the General Terms and Conditions of the Service Provider

Between the Client and the respective service provider of the intermediated service (provider of ramp-handling services, caterers, hotel operators, companies or government offices) only the terms agreed with them shall apply, in particular their general terms and conditions as well as legal stipulations. Thus, the Client hereby exempts Sky Handling from any liability which may result from the inclusion of any possibly unfavorable general terms and conditions for the Client.

VI. Selection of Services and Service Providers

Sky Handling is hereby granted own discretion – in line with the Client's order requirements and with the obvious or presumed contract purpose – with regard to the selection of the service provider and the services to be commissioned.

Sky Handling is not liable for the services to be rendered by the service provider, neither with regard to the "whether" nor with regard to the "how" or the "when" of the service to be rendered. This shall apply in particular in cases when the Client has selected a particular service provider upon placing the order. Sky Handling shall only be liable for the dutiful selection of the service provider, in particular when commissioning a service provider who has proven to be unreliable during spot checks or is noticeably unreliable.

Sky Handling is entitled to deviate from the booking request of the Client if the circumstances may assume that the Client would agree to such a change. This only applies to cases during which it is not possible for Sky Handling to inform the Client of the deviation beforehand and find out the Client's decision. Sky Handling agrees to inform the Client of any deviation from the booking request and to wait on the Client's instruction unless a thereby caused delay would endanger, or make impossible, the execution of the placement order.

VII. Time Point of Ordering the Services at the Service Provider

Sky Handling may only place an order at the respective service provider if the following requirements are given:

- Acceptance of the order by Sky Handling

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- Receipt of the respective payment or payment arrangement for the respective payment
- Implementation confirmation from the respective airports
- Receipt of the needed documents pursuant to Section III of these General Terms and Conditions

The prices for the respective services of the corresponding service providers are based on the time point when **all** the above-mentioned requirements are given and the documents are with Sky Handling and not upon receipt of the order by Sky Handling.

VIII. No Consulting and Information Duties

Sky Handling does not assume any obligation to consult the Client regarding the selection of the services or service providers or to provide any information regarding the scope of service or the service quality of the service provider.

If, for the purpose of meeting contractual obligations, any notices or information must be rendered as a side duty, then Sky Handling shall be liable within the framework of legal provisions only for the right selection of the source of information and the correct transmission to the Client. This shall also apply to the transmission of over-flight and landing permits.

A consultation and information agreement with a contractual main obligation shall only materialize with a respective explicit agreement

IX. Reimbursement of Expenses

Sky Handling shall be entitled to request the reimbursement of expenditures and charges arising from the intermediation to a third party only if they have been agreed on or if, depending on the circumstances, Sky Handling would deem them necessary.

X. No Offset against Counter Demands

The Client is not authorized to offset against counter claims, unless they are undisputed by Sky Handling or have been established by Court.

Apart from that, the Client is only entitled to a possible retention right if his/her counter claim is based on the same contractual relationship.

XI. Prices, Price List and Settlement Dates

The prices are based on the agreed prices on the respective invoice, apart from that on the respectively valid general price list as well as the price lists for the respective airports.

The respectively valid price lists may be reviewed in the Sky Handling offices and may be made available to the Client by email or fax upon request.

If no fee has been agreed for a service of a third-party service provider and this has also not been established in the price list, Sky Handling shall be entitled to request a mediation fee in the amount of 10 % of the costs of the commissioned service.

The fees for the respective placement order are due immediately upon invoicing. This shall also apply in cases of a withdrawal or cancellation of the requested services.

If the Client shall fall behind with the payment of the invoices, then Sky Handling shall be entitled to charge default interests pursuant to Section 288 German Civil Code (BGB).

Sky Handling is furthermore authorized to pass on any other possible costs which Sky Handling may receive from e.g. third-party service providers if these costs were caused by the Client's default.

XII. Booking Cancellation

A booking made in accordance with these General Terms and Conditions is binding.

However, in the case of non-utilization or a cancellation of a service, Sky Handling shall not insist on complete performance of the Agreement.

A cancellation can be made in writing, by email or by fax. Relevant is the receipt of the cancellation at Sky Handling.

The Client is obligated to pay any costs or expenses already incurred by the fixed booking.

Aside from the incurred costs, Sky Handling is authorized to charge an appropriate compensation in connection with the ordered service, provided that the cancellation was not caused by Sky Handling or is based on a force majeure.

These cancellation charges are lump sum amounts, in proportion to the total price, and depend on the proximity of the contractually agreed service start date to the point in time of the cancellation. Any regular saved expenses and any possible other use of the service capacities is thereby taken into account.

The Client is entitled to furnish proof of no or substantially lesser charges in connection with the cancellation than the applicable lump sum charged by Sky Handling in each case.

The lump sum cancellation fees for services **to be rendered directly by/or already rendered by** Sky Handling are usually

- up to 7 days prior to utilization of the service 10%
- up to 3 days prior to the utilization of the service 15%
- thereafter or in case of non-utilization of the service 20%

of the total price for the service to be rendered directly by/or already rendered by Sky Handling. Excluded hereof are landing and overflight permissions (permissions). These are due entirely after the application by Sky Handling or by a commissioned service provider.

In the case of only **agency work** by Sky Handling, the cancellation terms of the respective provider shall apply.

In these cases, Sky Handling shall only charge a processing fee in the amount of 10% of the ordered invoice amount. However, should Sky Handling be charged additional costs due to the cancellation terms of the respective provider, then Sky Line is authorized to also claim them against the Client.

Sky Handling reserves the right to assert any further claims.

XIII. Authority to Receive Money and to Act as an Agent

Sky Handling is authorized to transmit any money received by the Client to the respective service provider of this, in accord-

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ance with the order, if deemed necessary for the implementation of the main agreement between the Client and the respective service provider. In these cases, Sky Handling shall act in the name and on behalf of the Client.

XIV. Payment Deadlines for Service Provider Invoices

For orders of services, Sky Handling is not obligated to work towards a payment deadline. In principal, the invoices of the respective service provider must be paid immediately and/or upon rendering of services and may be paid by Sky Handling upon their maturity.

XV. Inspection of the Contract Documents, Client's Obligation to Cooperate

Both - the Client as well as Sky Handling have an obligation to inspect the contract documents of the respectively mediated service provider for their correctness and completeness, in particular for accuracy of booking, provided that Sky Handling shall hand out these documents to the Client.

XVI. Probative Value of the Log for the Rendering of Service

The log signed by the pilot of the flight shall be deemed as confirmation of the service rendered unless one of the Agreement Parties can prove the incorrectness of the log.

XVII. Liability of Sky Handling

Unless Sky Handling has not assumed a respective contractual obligation through an express agreement with the Client, it does not assume any liability for the conclusion of the main contract between the Client and the respective service provider.

Sky Handling does not assume any liability for the breach of contract by the respective service provider.

A liability by Sky Handling for slight negligence is excluded. This also applies to any liability for vicarious agents.

A liability for gross negligence is limited in the amount to 15 times the remuneration claims of Sky Handling from the respective agreement.

In cases of force majeure any liability by Sky Handling is excluded. Force Majeure is any event outside the realm of control of the respective Agreement partner or service provider through which he/she is limited, either partially or fully or temporarily in the completion of its duties. Included herein are in particular arbitrariness by government authorities, political unrest, or violent conflicts, damages caused by fire, ice, water, earth quake or other environmental calamities, atomic or chemical accidents or attacks. Force majeure are also crimes (in particular attacks, kidnappings), accidents where Sky Handling is not at fault, strikes, and authorized lockouts as well as breakdowns not caused by Sky Handling.

The liability exemption does not apply to damages to limb, health or life if this damage is based on the culpable and attributable conduct by Sky Handling.

XVIII. Statute of Limitation

All claims for damages from the respective agency agreement shall become time-barred in 12 months.

The statute of limitation shall start upon start of the claim, however not before the party entitled to the claim received knowledge of the facts giving rise to the claim.

Regardless of the shortened statute of limitation, the liability for intentional or grossly negligent breach of duty as well as the liability for damages resulting from damages to life, limb, or health, shall remain unaffected hereby, provided that they are based on the culpable and attributable conduct by Sky Handling. In these cases, the pertinent statute of limitation and the pertinent statutory start of the statute of limitation shall apply.

XIX. Storage of Client Data

All Client data necessary for the proper order processing are stored on a database by Sky Handling. The Client herewith gives his/her consent thereto. The data-protection provisions shall be observed.

XX. Applicable Law

The laws of the Federal Republic of Germany shall apply.

Insofar as the Client is unable to invoke any consumer protection regulations, the court at the headquarters of Sky Handling shall be the contractually established place of jurisdiction. Place of performance and place of jurisdiction for all disputes from this Agreement and the exchange and cheque process is in this case exclusively the court at the headquarters of Sky Handling.

XXI. Non-binding Translation

When in doubt, the German text of these General Agency Terms and Conditions shall be binding. It is always available for download at the homepage www.sky-handling.aero.

XXII. Severability Clause

Should one or several provisions of this Agreement be, or become, fully or partly ineffective or null and void, or should this Agreement contain a gap, then the effectiveness of the remaining provisions of this Agreement shall remain unaffected.