

- 1.1. The services will be made available within the limits of possibilities of N*ICE and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures. The services shall be provided in accordance with standard practices and procedures usually followed by N*ICE and in accordance with world-wide industry standards. N*ICE will comply with reasonable requests of the Carrier as long as these do not conflict with the applicable orders and regulations of the appropriate authorities or general flight safety. It is not considered necessary or possible to specify every detail of the services it being generally understood what such services comprise and the standards to be attained in their performance.
- 1.2 Documents used for the services will be the documents of N*ICE.
- 1.3 The services have to be ordered separately for every handling. In the event of an order being accepted N*ICE reserves the right to command the services of its personnel, equipment, tools and facilities. Placing an order does not constitute a claim against N*ICE for the execution of such services.
2. N*ICE is entitled to delegate any of the agreed services to subcontractors. It is understood that, in this case, N*ICE shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by N*ICE itself.
3. In consideration of N*ICE providing the services, the Carrier agrees to pay to N*ICE in full without any deductions the charges set out in the respective list of service charges in force. All services and supplies delivered by N*ICE shall be considered accepted by the Carrier as documented in the received De-icing E-mail if not questioned by the Carrier within 4 (four) working days after receipt of the E-mail.
4. Payment for invoices shall be effected by the carrier in full without any deductions immediately after receipt of the invoice. N*ICE reserves the right to demand cash or advanced payments, down payments or bank guarantees, if deemed necessary. "Carrier" shall mean any company under whose commercial flight number the flight immediately following the rendering of N*ICE's services will be operated. Any exception shall be agreed upon before in writing.
5. In this Article, all references to:
 - (a) "the Carrier" or "N*ICE" shall include their employees, servants, agents and sub-contractors;
 - (b) "ground support equipment" shall mean all equipment used in the performance of services, whether fixed or mobile, and
 - (c) "act or omission" shall include negligence.
- 5.1 Except as stated in 5.5 the Carrier shall not make any claim against N*ICE and shall indemnify it (subject as hereinafter provided) 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 Carrier;
 - (b) injury or death of any employee of the Carrier;
 - (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
 - (d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;arising from an act or omission of N*ICE in the performance of services unless 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 THAT all claims or suits arising here-under shall be dealt with by the Carrier; and
PROVIDED ALSO THAT N*ICE shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.
PROVIDED ALSO THAT where any of the services performed by N*ICE hereunder relate to the carriage by the Carrier of passengers, baggage or cargo direct to or from a place in the United States of America then if the limitations of liability imposed by Article 22 of the Warsaw Convention would have applied if any such act or omission had been committed by the Carrier but are held by a Court not to be applicable to such act or omission committed by N*ICE in performing this Agreement then upon such decision of the Court the indemnity of the Carrier to N*ICE hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had committed such act or omission.
- 5.2 The Carrier shall not make any claim against N*ICE in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of N*ICE in the 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 or loss would probably result.
- 5.3
 - (a) Notwithstanding the provisions of 5.1 above, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Conditions of Carriage.
 - (b) In case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Conditions of Carriage the waiver and indemnity herein contained shall not apply.
- 5.4 N*ICE shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
 - injury to or death of any employees of N*ICE, its servants, agents or subcontractors; and
 - damage to or loss of property owned or operated by, or on behalf of, N*ICE and any consequential loss or damage;arising from an act or omission of the Carrier in the 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 or loss would probably result.
- 5.5 Notwithstanding 5.1 (d) above, N*ICE shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by N*ICE's negligent act or omission PROVIDED ALWAYS THAT N*ICE's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk 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 5.5 does not affect or prejudice the generality of the provisions of 5.1 above including the principle that the Carrier shall not make any claim against N*ICE and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.
6. N*ICE shall be exempt from obligation if prompt notification is given in respect of any failure to perform its obligation arising from any of the following causes: labour disputes involving complete or partial stoppage of work or delay in the performance of work, force majeure or any other cause beyond the control of N*ICE.
7. All disputes arising out of this contract shall be finally settled in the Court of Justice in Frankfurt/Main, Germany, according to German law.