IATA Standard Ground Handling Agreement - Simplified Procedure

Annex B1.xx Location(s), Agreed Services, and Charges
to the Standard Ground Handling Agreement (SGHA) of January 2023

between:

having its principal office at:

and hereinafter referred to as “the Carrier”

and:	**NICE Aircraft Services & Support GmbH**
having its principal office at	Cargo City Süd, Gebäude 640 60549 Frankfurt am Main Germany

and hereinafter referred to as “the Handling Company”

the Carrier and/or the Handling Company may hereinafter be referred to as “the Party(ies)”

effective from:	October 01, 2026
This Annex B1.xx for the location(s):	Frankfurt Airport (FRA, EDDF)
is valid for the fixed time period:	October 01, 2026, until April 30,2027
and replaces:	any and all earlier SGHA Annex B1 between the Parties.

PREAMBLE:

This Annex **B1.xx** (subsequently referred to as “Annex B1”) is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the **Main Agreement and Annex A** of the SGHA of January 2023 as published by the International Air Transport Association shall apply to this Annex B1 as if such terms were repeated here in full. By signing this Annex B1, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

Furthermore and subordinately the “**General Terms and Conditions for the Provision of Aircraft Deicing/Anti-Icing Services**” as published by the Handling Company on the date of the order of the handling services apply. Some documents are available in an English and a German version. Standard is as follows: in case of any discrepancies between the English version and the German version, the English version shall prevail. This rule does not apply to any publications made by Fraport AG which might be included by reference into this agreement. Such Fraport AG documents are usually issued in the German language and a translation of Fraport AG documents into English is only for convenience.

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PARAGRAPH 1. HANDLING SERVICES AND CHARGES

1.1 The Handling Company shall provide the following services of Annex A at the following rates:

1.1.1 Sections:

SECTION 3. RAMP SERVICES

3.16 Deicing/Anti-icing Services and Snow/Ice Removal
3.16.1 (*only snow removal by brush of inner cowling of engine, must be initiated by the Carrier and instructed beforehand)*
3.16.2 (*pre-flight contamination check as visual inspection on gate position only*)
3.16.3 (*must be initiated by the Carrier and instructed beforehand*)
3.16.4 (a)
3.16.5 – 3.16.8
3.16.9 (*visual post deicing/anti-icing check only*)
3.16.10

1.2 The services have to be ordered separately for every handling according to the procedure laid down in the respective latest „Luftfahrzeugenteisungsplan Frankfurt/Main Wintersaison 2026/2027“ (“Frankfurt Aircraft Deicing Plan Winter Season 2026/2027”), provided to the Carrier by Fraport AG for the current winter season which is published on the website: cdm.frankfurt-airport.com//content/fraport-company-cdm/en.html. In the event of an order being accepted, the Handling Company reserves the right to command the services of its personnel, equipment, tools and facilities. Placing an order does not constitute a claim against the Handling Company for the execution of such services (only „invitatio ad offerendum“).

1.3 The services shall be provided at the rates laid out in the respective valid List of Charges: Alternative 2 „Cold Pool” for Aircraft Deicing/Anti-Icing Winter Season 2026/2027 (“LOC”), a copy of which the Carrier confirms to have received and which is annually updated and duly notified to the Carrier as stated under Paragraph 11 until July, 15 of each calendar year before the start of the next winter season. As of the publication of such updated LOC, the prices given in the updated LOC shall apply. The LOC is also published by the Handling Company on the website: www.nice-services.aero.

1.4 If a Carrier cancels a deicing request for a particular flight prior to the dispatch of the deicing vehicle(s), in principle no cancellation fees shall be levied.

1.5 In case the deicing request is cancelled after the deicing vehicle(s) has/have been dispatched to the Carrier's aircraft or the aircraft departs neither utilizing the once requested service nor transmitting the cancellation of the request in time, the applicable Service Charges to the list of charges shall apply as per Paragraph 5 of the General Terms and Conditions.

PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

2.1 All services not included in Paragraph 1 of this Annex B1 will be charged at the applicable local rates of Frankfurt Airport, as published regularly by Fraport AG, for example.

PARAGRAPH 3. DISBURSEMENTS

3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of ten (10) percent. In order to claim such disbursements, the Handling Company shall provide receipts, invoices or any reasonable evidence substantiating such disbursements.

PARAGRAPH 4. TRAINING

4.1 The provision of training will be covered as follows: All staff has to be fully trained and certified for performing this type of job according to SAE-Standards as amended, the Handling Company`s Operations Manual and in accordance with their relevant tasks before being assigned to carry out any handling task. Further information can be found in the “General Terms and Conditions for the Provision of Aircraft Deicing/Anti-Icing Services”.

PARAGRAPH 5. LIABILITY AND INDEMNITY

5.1 Article 8 of the Main Agreement, IATA AHM 810, 2023, shall apply in full.

PARAGRAPH 6. TRANSFER OF SERVICES

6.1 The subcontracting of services shall be in accordance with Sub-Article 3.1 of the Main Agreement.

PARAGRAPH 7. PAYMENT

7.1 The Handling Company shall invoice the Carrier monthly at the beginning of the following month. If 1,000 (one thousand) deicing events in total have already taken place after 14 (fourteen) days of any given month, the Handling Company is authorized to issue an invoice for the services incurred up to that point already in the middle of the given month.

7.2 Notwithstanding Sub-Article 7.1 of the Main Agreement, IATA AHM 810, 2023, the Handling Company will send invoices to an e-mail address (eBilling) or physical address.

According to the carrier's preferences, invoices are sent in German or English.

All invoices show the type of service (s)/ Basefee, exact dates/period for invoicing and the volume/ number of the services (i.e. Basefee departures, fluid consumption) during that period along with the agreed charges as per valid contract and applicable list of charges.

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7.3 Notwithstanding Sub-Article 7.2 of the Main Agreement, IATA AHM 810, 2023, settlement of account shall be effected in EUR without any deductions immediately after receipt of the invoice by bank transfer to:

Deutsche Bank AG, Frankfurt am Main
IBAN: DE38 5007 0010 0202 1053 00
SWIFT Code: DEUTDEFF
BIC: DEUTDEFFXXX
VAT Reg.No.: DE202192294

7.4 With reference to Sub-Article 7.3 of the Main Agreement, IATA AHM 810, 2023, the Parties establish the following payment terms: The Carrier is obliged to promptly review the invoices of the Handling Company for their accuracy and correctness. All services and supplies provided by the Handling Company shall be considered accepted by the Carrier as documented in the received invoice, unless the Carrier disputes them within 7 (seven) business days of receiving the invoice.

7.5 Notwithstanding Sub-Article 7.1 of the Main Agreement, IATA AHM 810, 2023, the Handling Company shall submit invoices to the Carrier and the Carrier shall pay the Handling Company immediately after receiving the invoice.

7.6 In the event the Carrier disputes any charge or fee set forth in any invoice, the Carrier shall pay the undisputed portion immediately and notify the Handling Company of the discrepancy in billing. Both parties shall then seek in good faith to resolve the disputed amount(s). Upon the resolution of any disputed amount the Carrier shall promptly pay the balance due to the Handling Company.

7.7 The Handling Company reserves the right to charge overdue fines in the amount of EUR 40 (forty) per invoice and interest of 9 (nine) percent above lending rate on overdue payments. The assertion of further damages is not excluded.

7.8 In case of repeated late payments by the Carrier the Handling Company reserves the right to demand cash or advanced payments, down payments, or bank guarantees. In addition, Sub-Article 7.4 of the Main Agreement, IATA AHM 810, 2023 shall apply in full and is expressly referred to.

7.9 The invoicing process of the Basefee will be the same as the invoicing process of the Service and Fluid Charges for the deicing and anti-icing of aircraft on the ground.

PARAGRAPH 8. SUPERVISION AND ADMINISTRATION

8.1 The services of Annex A, Section 1, Sub-Section 1.3 covered by Sub-Paragraph 1.1 of this Annex B, refer only to the following services of Annex A which are performed for the Carrier by other organization(s) under cover of separate agreement(s): nil

PARAGRAPH 9. USE OF YELLOW PAGES

9.1 The following amendments to the Definitions and Terminology, Main Agreement and Annex A reflected in Yellow Pages of AHM 811 shall apply:

- Definitions and Terminology: nil
- Main Agreement: nil
- Annex A: nil

PARAGRAPH 10. DURATION, MODIFICATION AND TERMINATION

Any change to Article 11 of the Main Agreement, IATA AHM 810, 2023, in particular to the duration of the Main Agreement, validity of charges or rights of termination shall be recorded below, notwithstanding the corresponding Sub-Articles of the Main Agreement.

10.1 Duration

10.1.1 Notwithstanding Sub-Articles 11.4, 11.5 and 11.6 of the Main Agreement, IATA AHM 810, 2023, this Annex B1 shall expire without further notice after April 30, 2027.

10.1.2 Notwithstanding Sub-Article 11.11 of the Main Agreement, IATA AHM 810, 2023, the charges contained in Paragraph 1 shall be applicable and can be changed with a 30 (thirty) day notice by the Handling Company.

10.2 Modification

10.2.1 Any modification to this Annex B1 shall be made by a written amendment signed by both Parties.

10.3 Termination

10.3.1 Notwithstanding Sub-Articles 11.7, 11.8 and 11.9 of the Main Agreement, IATA AHM 810, 2023, a cancellation of this Annex B1 is excluded during the term as set out in Section 10.1.1 of this Annex B1.

PARAGRAPH 11. NOTIFICATION

11.1 In accordance with Sub-Article 11.3 of the Main Agreement, IATA AHM 810, 2023, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier	To Handling Company
E-mail address: Attn.:	NICE Aircraft Services & Support GmbH Cargo City Süd, Geb. 640 60549 Frankfurt, Germany E-mail address: info@nice-services.aero Attn.: Mr. Niklas Jost

PARAGRAPH 12. GOVERNING LAW

12.1 In accordance with Article 9 of the Main Agreement, IATA AHM 810, 2023, this Annex B1 shall be governed by and interpreted in accordance with the laws of Germany.

12.2 In accordance with Article 9 of the Main Agreement, IATA AHM 810, 2023, regardless of the amount in dispute, competent court for the resolution of any disputes shall be the Regional Court of Frankfurt, Chamber for Commercial matters.

PARAGRAPH 13. SEVERABILITY CLAUSE

13.1 If individual provisions of this agreement are or become wholly or partially invalid, unlawful, or unenforceable, this shall not affect the validity of the remaining provisions. The same shall apply in the event that this agreement contains a regulatory gap. In place of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes closest to what the contracting parties would have intended if they had considered this point when concluding the contract.

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PARAGRAPH 14. SIGNATURE

14.1 The parties executing this Annex B1 herewith declare to be fully authorized to execute this agreement on behalf of their company.

14.2 Each party agrees that this agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signed the
at

for and on behalf of

_____

_____

Signed the
at Frankfurt / Main

for and on behalf of
NICE Aircraft Services & Support GmbH

_____
Marcus Steinmetz
Managing Director

_____
ppa. Niklas Jost
Director Finance

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