

General Terms and Conditions

1. General

- 1.1 The services will be made available within the limits of possibilities of NICE Aircraft & Support GmbH (hereafter called "N*ICE" or "the Handling Company") and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

Of particular concern are laws related to anti-bribery, anti-trust, data protection and labor relations (including but not limited to the prohibition of child labor).

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.
- 1.4 The priority for de-/ anti-icing services is given by the scheduled time of departure unless other advises, aspects or influences have to be followed which could be initiated by airport authority or air traffic control.

2. Fair Practices

- 2.1 N*ICE shall use its best effort to protect the Carrier's confidential information and make it available for the purposes of the Carrier only.

3. Subcontracting of Services

- 3.1 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.

4. Accounting and Payment

- 4.1 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. Liability and Indemnity

In this Article, all references to:

- (a) "the Carrier" or "the Handling Company" shall include their employees, servants, agents and subcontractors;
(b) "act or omission" shall include negligence.

- 5.1 Except as stated in Sub-Articles 5.5, the Carrier shall not make any claim against the 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 the Handling Company in the performance of this Agreement 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 hereunder shall be dealt with by the Carrier; and

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Provided also that the Handling Company 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 the Handling Company hereunder relate to the carriage by the Carrier of Passengers, baggage or Cargo, then if the limitations of liability imposed by the Warsaw Convention and/or the Montreal Convention (1999) as applicable and as amended from time to time 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 the Handling Company in performing this Agreement then upon such decision of the court the indemnity of the Carrier to the Handling Company 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 the Handling Company 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 Sub-Article 5.1, 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 Contract of Carriage.
(b) In the 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 "Contract 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:
- (a) injury to or death of any employees of the Handling Company; and
 - (b) damage to or loss of property owned or operated by, or on behalf of, the Handling Company 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 the Handling Company's negligent act or omission provided always that the Handling Company'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 Sub-Article 5.5 does not affect or prejudice the generality of the provisions of Sub-Article 5.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

6. Standard of Work

- 6.1 N*ICE shall be able to demonstrate a Safety Management System in use in accordance with IATA AHM 610 and/or ICAO Annex 19. All equipment complies with the industry standards and is maintained in accordance with the manufacturer's requirements.
- 6.2 N*ICE shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

7. Arbitration

- 7.1 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.
- 7.2. All disputes arising out of this contract shall be finally settled in the Court of Justice in Frankfurt/Main, Germany, according to German law.