

Ground Handling and Flight Support Terms and Conditions

The following terms and conditions apply to the Contract and each future request for the provision of Handling Services received by M.A.G.N.U.M. Aviation GmbH. from the Customer from time to time unless otherwise agreed in writing.

The (i) receiving of formal handling confirmation and/ or (ii) the communication of a request by the Customer to M.A.G.N.U.M. Aviation GmbH. for the supply of Handling Services, by any means (oral, written and or via electronic mail) and/or (iii) the commencement of provision of Handling Services at the Customer's request shall amount to the Customer's acceptance of these terms .

These terms shall take precedence over any terms and conditions of the Customer, whether attached to, enclosed with or referred to in any purchase order of the Customer or elsewhere.

They may not be varied except by written agreement between M.A.G.N.U.M. Aviation GmbH. and the Customer.

1. Definitions

In these terms and conditions the following words shall have the meanings given in this clause: 'Aircraft' any aircraft in respect of which M.A.G.N.U.M. Aviation GmbH. is required to provide Handling Services pursuant to this Contract;

'Customer' the person, firm or company described as such requesting the Handling Services;

'Contract' the form [confirmation of handling/correspondence attached, form overleaf] which incorporates these Ground Handling and Flight Support Terms and Conditions;

'Disbursements' any costs or expenses properly incurred by M.A.G.N.U.M. Aviation GmbH. on behalf of the Customer in connection with the provision of the Handling Services under the Contract;

'Handling and/or Supervision Fee' the fee to be charged by M.A.G.N.U.M. Aviation GmbH. for Handling Services and specified in the list of Handling Charges published by M.A.G.N.U.M. Aviation GmbH. from time to time and available on request;

'M.A.G.N.U.M. Aviation GmbH. whose registered address is at Steinriegelweg 1, Objekt 140, A-1300 Vienna Airport a company registered in Austria;

'Handling Services' the aircraft handling services to be supplied by M.A.G.N.U.M. Aviation GmbH. under this Contract;

2. M.A.G.N.U.M. Aviation GmbH. obligations

2.1 M.A.G.N.U.M. Aviation GmbH. will use its reasonable care and skill in the supply to the Customer of Handling Services and any other requirements identified overleaf.

3. The Customer's obligations and warranties

3.1 The Customer shall supply M.A.G.N.U.M. Aviation GmbH. with sufficient information and instructions to enable M.A.G.N.U.M. Aviation GmbH. to perform the Handling Services properly.

3.2 The Customer warrants to M.A.G.N.U.M. Aviation GmbH. that it maintains on risk aircraft third party, passenger, baggage, cargo and general third party legal liability insurance.

4. Handling Charges and Disbursements

The Customer shall pay the Handling Charges and Disbursements within 30 days of the date of M.A.G.N.U.M. Aviation GmbH. invoice

Without prejudice to any other right or remedy that it may have, if the Customer fails to pay M.A.G.N.U.M. Aviation GmbH. within 30 days, M.A.G.N.U.M. Aviation GmbH. may charge the Customer interest at 12pct from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgment, and may suspend all of its obligations hereunder until payment has been made in full.

5. Liability and Indemnity

5.1. M.A.G.N.U.M. Aviation GmbH., its servants, agents and subcontractors shall not be liable for damage of any kind sustained by the Customer, the owner and/or the lessor and/or the lessee of the Aircraft and/or any third party in connection with the performance or non- performance of services or any other act or omission pursuant to this Contract, whether or not such damage was

sustained due to the negligence of M.A.G.N.U.M. Aviation GmbH., its servants, agents and subcontractors unless if it is proved that the damage resulted from an act or omission of M.A.G.N.U.M. Aviation GmbH., its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment

5.2 Subject to clause 5.1, M.A.G.N.U.M. Aviation GmbH. shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:

5.2.1 loss of profits;

5.2.2 loss of sales or business;

5.2.3 loss of agreements or contracts;

5.2.4 loss of anticipated savings;

5.2.5 loss of or damage to goodwill;

5.2.6 loss of use or corruption of software, data or information;

5.2.7 any indirect or consequential loss.

5.3 Subject to clause 5.1 and clause 5.2, M.A.G.N.U.M. Aviation GmbH. total liability to the Customer for any damage to the Aircraft, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the level of the deductible under the Customer's aircraft hull all risks policy.

5.4. In all other circumstances, and subject to clause 5.1 and clause 5.2, M.A.G.N.U.M. Aviation GmbH. total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to:

5.4.1 the level of the applicable Handling Charges per claim; and

5.4.2 in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of the total charges paid by the Customer in that period.

5.5 M.A.G.N.U.M. Aviation GmbH. shall not have any liability whatsoever to the Customer in respect of any failure, delay or defect in the supply of the Handling Services caused by any act or omission of the Customer or by any third party.

5.6 Subject to clause 5.1, the Customer renounces to any claim or recourse whatsoever against M.A.G.N.U.M. Aviation GmbH., its insurers, agents, servants and subcontractors 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:

5.7.1 delay, injury or death of persons carried or to be carried by the Customer;

5.7.2 damage, death, delay, injury or loss to third parties caused by the operation of the Aircraft;

5.7.3 injury or death of any employee of the Customer;

5.7.4 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Customer; and

5.7.5 damage to or loss of property owned or operated by, or on behalf of, the Customer

6. Severance

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

7 Termination

7.1 Either party may by notice in writing to the other terminate this Contract forthwith and such termination shall be without prejudice to the parties' accrued rights and liabilities.

7.1.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

7.1.2 the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

7.1.3 the other party is subject to any bankruptcy or insolvency proceedings or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.

7.2 On termination or expiry of this Contract the Customer shall immediately pay to M.A.G.N.U.M. Aviation GmbH. all of M.A.G.N.U.M. Aviation GmbH. outstanding unpaid invoices and interest

and, in respect of Handling Services supplied but for which no invoice has been submitted, M.A.G.N.U.M. Aviation GmbH. may submit an invoice, which shall be payable in accordance with clause 4;

8. Matters beyond M.A.G.N.U.M. Aviation GmbH. reasonable control (“force majeure”)
M.A.G.N.U.M. Aviation GmbH. shall not be liable for any breach of this Contract caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving M.A.G.N.U.M. Aviation GmbH. employees), weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

9. Miscellaneous

9.1 This Contract is the entire agreement between the parties on the subject matter contained herein and supersedes all representations, communications and prior agreements between the parties in that regard.

9.2 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.3 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Austria. Each party irrevocably agrees, for the sole benefit of M.A.G.N.U.M. Aviation GmbH. that, subject as provided below, the courts of Vienna shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of M.A.G.N.U.M. Aviation GmbH. to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.