

**1. PROVISION OF SERVICES****1.1. Applicability: Handling Company and Operator**

"Handling Company": Air Service Liège N.V., also abbreviated as 'ASL', a company incorporated in and under the laws of Belgium as a 'naamloze vennootschap', registered under tax (VAT) and RPR number BE0461940625, having registered office at 3500 Hasselt (Belgium), Voogdijstraat 29, and hereinafter called "ASL N.V.", or ASL B.V., a company incorporated in and under the laws of the Netherlands as a 'besloten vennootschap', registered under tax (VAT) number NL8511 82 732 B01, having registered office at 5657 EA Eindhoven (the Netherlands), Luchthavenweg 43, hereinafter called "ASL B.V."

"Operator": the operator of the aircraft taking ground handling services from ASL N.V. in Belgium or ASL B.V. in the Netherlands, whichever applies.

**1.2. Applicability: General**

1.2.1. By the performance of the services of ground handling as (to be) provided by the Handling Company (hereinafter called the "Services"), the Operator accepts to take the Services from the Handling Company, and the Handling Company is deemed to provide the Services to the Operator under the terms and conditions of these "General Conditions", that will mandatorily apply, unless otherwise agreed in writing between Handling Company and the Operator.

1.2.2. These General Conditions are construed in accordance with the IATA Standard Aircraft Handling Agreement Version 2013, and will be interpreted accordingly, unless expressly otherwise stipulated in these General Conditions.

1.2.3. These General Conditions shall be effective from September 1, 2019. In the event these General Conditions are revoked, cancelled or suspended in part or as a whole, such revocation, cancellation or suspension shall be without prejudice to the accrued rights and liabilities of the Handling Company prior thereto.

1.2.4. The Handling Company shall be exempt from its obligations in the event labour disputes involving complete or partial stoppage of work or delay in the performance of work, and in the event of force majeure or any other cause beyond the control of the Handling Company.

1.2.5. The Handling Company shall have the right at any time to vary the applicable charges and rates for the Services as published and/or communicated by the Handling Company.

**1.3. Scope of Services**

1.3.1. The Handling Company will perform the Services within the scope as ordered in writing or orally by the Operator. 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.

1.3.2. The Services shall be made available within the limits of the capabilities of the Handling Company.

1.3.3. The Handling Company shall supervise and manage its own activities and/or those subcontracted as agreed within the scope of services.

**1.4. Compliance**

1.4.1. The Operator and the Handling Company agree to comply with all applicable laws and regulations governing their activities, such as, but not limited to:

- (-) all laws and regulations applicable in its country of establishment and all other countries in which Services are provided;
- (-) all applicable IATA and/or ICAO and/or other governing rules, regulation and procedure;
- (-) all international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

1.4.2. Special attention is required for compliance with:

- (-) competition and antitrust legislation;
- (-) the rules governing bribery, kick-backs, secret commissions and payments to government officials;
- (-) all applicable data protection legislation;
- (-) any other applicable legislation, whose breach or violation could cause damage to the Operator, the Handling Agent or their agents of employees;
- (-) the best practices in environmental and social responsibility.

1.4.3. The Operator and the Handling Company shall promote awareness of and strive to achieve with best efforts such compliance, and shall in that respect ensure that their personnel and agents assigned to the performance of the Services, are aware of all relevant legislation applicable.

**1.5. Documents**

Documents used for ground handling shall be the Handling Company's own documents, where applicable, provided these documents comply with standardized formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

**1.6. Priority**

The Handling Company shall, as far as possible, give priority to aircraft operating on schedule.



1.7. Emergency Assistance

It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Operator in the event of an emergency including but not limited to, forced landings, accidents or acts of violence. For further details, reference is made to the provisions of IATA SGHA - Version 2013.

**2. CONFIDENTIALITY**

- 2.1. The Handling Company shall use its best efforts to protect the Operator's confidential information and make it available for the purposes of the Operator only.
- 2.2. Neither the Operator nor the Handling Agent shall disclose any information to outside parties without the prior consent of the other, unless such information is specifically required by applicable law or by governmental or authorities' regulations.

**3. SUBCONTRACTING**

The Handling Company is entitled to delegate any of the agreed Services to subcontractors with the Operator's prior written consent. It is understood that, in this case, the Handling Company shall be responsible to the Operator for the proper rendering of such Services as if they had been performed by the Handling Company itself.

**4. CARRIER'S REPRESENTATION AND SUPERVISION**

- 4.1. The Operator may, subject to prior written notice to the Handling Company and at its own cost and under sole responsibility of the Operator, have from time to time its own representative(s) at the location where and when the Services are delivered. Such representative(s) may inspect the Services provided to the Operator by the Handling Company, advise and assist the Handling Company and render to the Operator's clients such assistance as shall not interfere with the provision of services by the Handling Company.
- 4.2. The Operator may, subject to prior written notice to the Handling Company and at its own cost and under the sole responsibility of the Operator, engage an organisation (hereinafter referred to as the "Supervisor") to supervise the Services of the Handling Company. Such notice shall contain a description of the Services to be supervised. The Supervisor will also be entitled advise and assist the Handling Company and render to the Operator's clients such assistance as shall not interfere with the provision of services by the Handling Company

**5. STANDARD OF WORK**

- 5.1. The Handling Company shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, in accordance with the Operator's instructions, receipt of which must be confirmed in writing or by electronic confirmation to the Operator by the Handling Company.

In the case of absence of instructions by the Operator, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

- 5.2. The Handling Company shall carry out all other services in accordance with the Operator's procedures and instructions. In the case of absence of instructions by the Operator, the Handling Company shall follow its own standard practices and procedures.
- 5.3. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Operator's aircraft, crews, passengers and loads receive treatment not less favourable than that given by the Handling Company to other carriers or its own comparable operation at the same location.
- 5.4. The Handling Company agrees to ensure that the authorisation of specialised personnel performing services for the Operator is valid and current. If at any time the Handling Company is unable to provide authorised personnel as requested by the Operator, the Handling Company shall inform the Operator immediately.
- 5.5. The Operator shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 5.6. In the provision of the Services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Operator's aircraft and load are avoided and the general public is given the best impression of air transport.
- 5.7. The Handling Company must report to the Operator's Representative immediately all loss or damage, threatened or actual, to the Operator's aircraft, crew, passengers and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 5.8. The Parties shall agree on the quality standards for any service provided, including those covered sub 5.1. above. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the quality standards agreed upon will be met.
- 5.9. The Operator or a regulatory authority governing the Operator's operations may, at its own cost, and with reasonable prior notice, audit designated services. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Operator and will undertake any corrective action(s) required. If the Operator participates in any of the IATA audit pools, the Handling Company shall accept an audit undertaken by another carrier if done under the umbrella of the pool and for the benefit of the entire pool. The auditing company or auditing person shall be agreed by the Operator and the Handling Company.

**6. REMUNERATION****6.1. Applicable Rates**

In consideration of the Handling Company providing the Services, the Operator agrees to remunerate the Handling Company by payment of the applicable rates and charges as agreed upon between the Handling Company and the Operator, or, by absence thereof, it is understood that the rates and charges as published online <https://www.aslgroup.eu/files/FBORates.pdf> communicated to the Operator, will apply.

**6.2. Disbursement fee for Third Party Services**

In the event the Handling Company is invoiced for goods and services delivered by third party providers in respect of or in connection with the aircraft of the Operator that is delivered Services by the Handling Company, such as airport and passenger fees and taxes, costs and expenses for de-icing, ground transportation services outside the airport, etc., the Operator will pay the Handling Company for such goods and services delivered together with the payment of the Services for the net rates as charged to the Handling Company, augmented with a disbursement fee of 15% (fifteen percent).

**6.3. Special Rates****6.3.1. Surcharges & rebates**

Surcharges for Sundays and (Belgian or Dutch, whichever is applicable) legal holidays- not cumulative: a 50% surcharge on the basic handling fee.

Rebate on empty in- and/or outbound flights: 15% on the basic handling fee.

**6.3.2. Cancellation fees**

If flight cancelled more than 36 hours prior to STA/STD: no charge;

If flight cancelled between 36 and 24 hours prior to STA/STD: 25% charge of basic handling fee;

If flight cancelled between 24 hours prior to STA/STD: 50% charge of basic handling fee;

If flight cancelled less than 12 hours prior to STA/STD: 75% charge of basic handling fee.

**6.3.3. Late arrival/departure fee**

In the event the ATA/ATD of arrival or departure differs with 1 (one) hour or more with the STA/STD, a surcharge of 10% per hour of delay will be applied on the basic handling fee, with a maximum of 50%.

**6.3.4. Administration charges**

15% will be charged for all out-of-pocket expenses paid by the handling company on behalf of the Operator.

Credit Card management fee: 4% commission.

Cash management fee: 15% commission with a minimum charge of € 100.

**7. PAYMENT**

7.1. Unless otherwise agreed in writing, the Operator will pay the Handling Company the applicable rates and charges upon delivery of the Services at location at latest prior to departure of the outbound flight of the aircraft in respect whereof the Services are delivered, and this with credit card. Such payment will include third party goods and services invoiced to the Handling Company in respect of the aircraft of the Operator, augmented with a disbursement fee of 15%.

7.2. In absence of payment upon delivery of the Services at location, the Handling Company will be entitled to prevent or inhibit departure of the aircraft of the Operator at location until due payment of the Services, without any liability to the Handling Company, provided the Handling Company has the credit card payment tools available and functional upon time of payment.

**8. LIABILITY AND INDEMNITY**

8.1. Provided (i) that all claims or suits arising hereunder shall be dealt with by the Operator, and provided also (ii) that the Handling Company shall notify the Operator of any claims or suits without undue delay and shall furnish such assistance as the Operator may reasonably require, and provided also (iii) that where any of the Services performed by the Handling Company hereunder relate to the carriage by the Operator 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 Operator but are held by a court not to be applicable to such act or omission committed by the Handling Company in performing these General Conditions, then upon such decision of the court the indemnity of the Operator to the Handling Company hereunder shall be limited to an amount not exceeding the amount for which the Operator would have been liable if it had committed such act or omission.

8.2. The Operator shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Operator's aircraft arising from an act or omission of the Handling Company in the performance of the Services under these General Conditions, 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.

8.3. (a) Notwithstanding the provisions of clause 8.1. herewith, in the case of claims arising out of surface transportation which is provided on behalf of the Operator and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Operator'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 Operator and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Operator's contract of carriage the waiver and indemnity herein contained shall not apply.

- 8.4. The Handling Company shall not make any claim against the Operator 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 Operator in the performance of the Services under these General Conditions, 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.

- 8.5. Notwithstanding clause 8.1. herewith, the Handling Company shall indemnify the Operator against any physical loss of or damage to the Operator'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 Operator's aircraft in an amount not exceeding the level of deductible under the Operator's Hull All Risk Policy which shall not, in any event, exceed US\$ 1,500,000 except that loss or damage in respect of any incident below US\$ 3,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this clause 8.5. does not affect or prejudice the generality of the provisions of clause 8.1., including the principle that the Operator 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.

- 8.6. Furthermore, notwithstanding clause 8.1. herewith, the Handling Company shall indemnify the Operator against direct loss of or damage to the Operator's cargo (excluding mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the Services and/or the supply of goods under these General Conditions, provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Operator, whichever is less. In any event, the total amount of the claim shall not exceed US\$ 1,000,000, except that loss or damage in respect of any claim below US\$ 500 shall not be indemnified. Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Operator.

## **9. APPLICABLE LAW AND COMPETENT COURTS**

- 9.1. These General Conditions are construed according to and governed by the laws of the Kingdom of Belgium for the Services delivered by ASL N.V. in Belgium or by the laws of the Kingdom of the Netherlands for the Services delivered by ASL B.V. in the Netherlands, and the international standards regarding ground handling as laid down in the IATA Airport Handling Manual and the IATA Standard Ground Handling Agreement Version 2013.
- 9.2. Any and all disputes arising out of or in connection with these General Conditions and/or the performance of the Services, including without limitation the validity, scope, meaning, construction, interpretation or application of these General Conditions or any provision hereof shall be settled, upon written request by the Operator and/or the Handling Company, and to the extent reasonably practicable, in good faith by amicable negotiation, discussion and agreement between the Operator and the Handling Company. If the dispute is not settled amicably within 60 (sixty) days after written demand thereto, the dispute will be finally settled by the competent courts of Hasselt, Belgium in respect of Services delivered by ASL N.V. in Belgium, or Eindhoven, the Netherlands in respect of Services delivered by ASL B.V. in the Netherlands, whichever applies.

*August 29, 2019*