

1. PROVISION OF SERVICES

1.1. Applicability: Handling Company and Operator

"Handling Company": any of the following companies in function of the location where the services are provided: (i) ASL Jet Handling NV, a company incorporated in and existing under the laws of Belgium, registered under number (CBE/VAT) BE0745955239, having its statutory seat at 3500 Hasselt (Belgium), Voogdijstraat 29, and hereinafter called *"ASL Jet Handling NV"*, or (ii) ASL NV, a company incorporated in and existing under the laws of Belgium, registered under number (CBE/VAT) BE0461940625, having its statutory seat at B-3500 Hasselt (Belgium), Voogdijstraat 29, and hereinafter called *"ASL NV"*, or (iii) ASL Jet Handling BV, a company incorporated in and existing under the laws of the Netherlands registered under number (KvK) 54135605, having registered office at Luchthavenweg 45, 5657EA Eindhoven (the Netherlands), hereinafter called *"ASL Jet Handling BV"*, or any current or future company affiliated to one of the companies identified herewith, and all of them also together and each of them individually called *"ASL Jet Handling"*.

"Operator": the operator of the aircraft taking ground handling services from ASL Jet Handling NV, ASL Jet Handling BV, ASL NV, wherever whichever applies.

1.2. Applicability: General

1.2.1. By the performance of the services of ground handling and related goods – where applicable - 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 2023, and will be interpreted accordingly, unless expressly otherwise stipulated in these General Conditions.

1.2.3. These General Conditions shall be effective from the date as specified in the header hereof as *"Effective Date"*. 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.

1.4. 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 (i) all laws and regulations applicable in its country of establishment and all other countries in which Services are provided; (ii) all applicable IATA and/or ICAO and/or other governing rules, regulations and procedures; (iii) 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. The Operator and the Handling Company agree that special attention is required for compliance with (i) competition and antitrust legislation; (ii) the rules governing bribery, kick-backs, secret commissions and payments to government officials; (iii) all applicable data protection legislation; (iv) customs and police border control rulemaking and practices, such as but not limited what concerns 'general declaration' obligations; (v) any other applicable legislation, whose breach or violation could cause damage to the Operator, the Handling Agent or their agents of employees; (vi) 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.

1.4.4. The Operator will unconditionally set free and hold harmless the Handling Company for any damage resulting from any act or omission by the Operator not according or accommodating with the compliance requirements as set forth in Section 1.4.2. herewith.

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.

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. THIRD PARTY PROVIDERS

- 3.1. The Handling Company is entitled, without the Operator's prior oral or written consent, to either subcontract or to assign the provision of any of the agreed Services to third party providers of services and goods, subcontractors or assignees of the Handling Company – whichever applies ("*Third Party Provider(s)*").
- 3.2. The Handling Company shall co-ordinate, liaise and supervise the Third Party Provider the provision of the Services within the agreed scope of Services.
- 3.3. Although the obligation to perform in the event of subcontracting remains with the Handling Company, the Operator acknowledges and agrees that the liability of the Handling Company in respect of the Services provided by the Third Party Provider in case of subcontracting, as for assignment, shall be limited to co-ordinating, liaising and supervising the rendering of the Services as a reasonable and prudent person, even if those Services are invoiced by the Handling Company to the Operator and not by the Third Party Provider directly to the Operator.

4. OPERATOR'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 the 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 and loading of aircraft) 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 event 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.

The Handling Company will however never interfere with or perform any Services in respect of dangerous goods, which are the sole liability of the Operator.

- 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 and Charges

6.1.1. 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 or as communicated to the Operator, will apply.

6.2.2. Unless otherwise specified, those rates and charges for Services do not include any charges, fees or Taxes imposed or levied by the airport, customs or other authorities against the Operator or the Handling Company in connection with the provision of the Services by the Handling Company or in connection with the Operator's flights. Such charges, fees, Taxes or other expenses shall be borne ultimately by the Operator with no liability to the Handling Company.

6.2. Disbursement fee for Third Party Goods and Services

6.2.1. 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).

6.2.2. In the event the Handling Company charges the Operator for goods and services delivered by Third Party Providers, the Handling Company shall apply the Taxes as applied by such Third Party Provider without any liability to the Handling Company.

6.3. Surcharges, cancellation charges, rebates and administrative charges

6.3.1. In following events, surcharges, cancellation charges or rebates may apply on the fees as quoted for the Services for the amount(s) as specified for the quote for the Services concerned:

- a. a surcharge if Services have to be delivered on Sundays and legal holidays (Belgian or Dutch, whichever is applicable);
- b. a surcharge if the ATA/ATD of arrival or departure of the flight for which the Services have to be provided differs with 1 (one) hour or more with the STA/STD;
- c. a rebate on empty in- and/or outbound flights;
- d. a cancellation fee if an order for provision of Services is cancelled.

6.3.2. Administrative charges will apply on the fees as quoted for the Services for the amount(s) as specified on the quote for the Services concerned:

- a. a disbursement fee on all out-of-pocket expenses paid by the Handling Company on behalf of the Operator;
- b. a credit card management fee;
- c. a cash fee for cash money to be provided by the Handling Company.

6.4. Payment

6.4.1. Unless otherwise agreed in writing, the Operator will pay the Handling Company, preferably with credit card, 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. Such payment will include third party goods and services invoiced to the Handling Company in respect of the aircraft of the Operator.

6.4.2. 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.

7. TAXES

7.1. The Handling Company shall have no liability and will be set free and harmless by the Operator (and the Third Party Providers of goods and/or services) in respect of the charging and/or accountability of any "Tax(es)" relating to the provision of the Services by the Handling Company, meaning any and all value added taxes, sales taxes, customs and excise duties (including excise duties on aircraft fuel), stamp duties, insurance contributions and any other taxes, levies, contributions, duties or imposts similar to, replaced by or replacing any of them and all penalties, charges, fines and interest included in or relating to any tax assessment therefor, regardless of to whom any such taxes, penalties, charges and fines are, and any interest is, directly or indirectly chargeable or attributable or primarily chargeable or attributable.

7.2. In respect of the applicability of the Taxes as meant under clause 7.1., the Operator will provide the Handling Company in good faith with the correct adequate and relevant information required to determine the applicability of the Taxes concerned or the exemption thereof. In the event services and/or goods are delivered by a Third Party Provider, the Handling Company will, without any liability to the Handling Company, correctly inform the Third Party Provider with such information in function of the applicability of the Taxes concerned or the exemption thereof.

8. GENERAL LIABILITY AND INDEMNITY

8.1. Operator's Indemnity of the Handling Company

Except as otherwise provided in this Clause, the Operator shall not make any claim against the Handling Company and shall indemnify and hold harmless the Handling Company from and against all liability, loss, damage, costs, and expenses arising out of or in connection with bodily injury, death, or illness of persons carried or to be carried by the Operator, injury or death of any employee of the Operator, loss, damage, or delay of baggage, cargo, or mail carried or to be carried by the Operator, and loss, damage, or delay of any property owned or operated by the Operator or carried on its behalf, including consequential loss. This indemnity shall not apply to acts or omissions committed intentionally or recklessly by the Handling Company with knowledge that damage, death, delay, injury, or loss would probably result.

8.2. Handling Company Liability for Aircraft Damage

The Handling Company shall indemnify the Operator against physical loss of or damage to aircraft or aircraft components caused by its negligent act or omission while performing the Services, subject to a cap equal to the Operator's hull all-risk insurance deductible, not exceeding USD 1,500,000 per incident, and a minimum claim threshold of USD 3,000 per incident, below which no indemnity is payable.

8.3. Handling Company Liability for Cargo

The Handling Company shall indemnify the Operator against direct loss or damage to cargo (excluding mail) caused by its negligence, subject to applicable limitations under the Montreal Convention (1999) or local law, a maximum aggregate liability of USD 1,000,000 per event, and a minimum threshold of USD 500, below which no indemnity is payable. The Operator shall promptly notify the Handling Company of any indemnity claim under this Clause.

8.4. Subcontractors

The Handling Company shall ensure that any subcontractors engaged in the performance of the Services maintain insurance and liability coverage at least equivalent to the obligations set out in this Clause.

8.5. No Limitation of Liability

Nothing in this Clause shall limit or exclude liability for gross negligence, willful misconduct, or liability mandated by applicable law.

9. INSURANCE

9.1. The Handling Company shall, at its own cost, maintain Products, Premises, and Hangarkeepers liability (PPH) insurance, covering:

- (a) Products liability – claims arising from defective or faulty products, materials, or consumables supplied by the Handling Company in connection with the Services;
- (b) Premises liability – bodily injury, death, or property damage arising out of or in connection with the Handling Company's premises, facilities, or operations;
- (c) Hangarkeepers liability – loss, damage, or destruction to aircraft, aircraft components, or associated equipment while on the ground, including storage in hangars or ramp areas, caused by the Handling Company, its personnel, or subcontractors.

9.2. The minimum coverage shall be € 25 million any one accident or series of accidents arising from one occurrence per occurrence (for Products and Premises), and any one accident or series of accidents arising from one occurrence and in the annual aggregate (for Hangarkeepers), or such higher amounts as required by applicable law, regulation, or airport authority.

10. APPLICABLE LAW AND COMPETENT COURTS

10.1. These General Conditions are construed according to and governed by the laws of the Kingdom of Belgium for the Services delivered by ASL Jet Handling NV or ASL NV in Belgium or by the laws of the Kingdom of the Netherlands for the Services delivered by ASL Jet Handling BV 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 2023.

10.2. 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 Jet Handling NV or ASL NV in Belgium, and the courts of Eindhoven, the Netherlands, in respect of Services delivered by ASL Jet Handling BV, wherever whichever applies.