

The Terms and Conditions set out herein apply to the supply of ground handling services for passengers and/or goods that are not covered in a stand alone service specific agreement between Corporate Air and the Customer. In the supply of the said services, Corporate Air may use equipment and premises from its inventory or may use equipment and premises from other suppliers. Any and all business undertaken, including any advice, information or service provided whether gratuitously or not, by Corporate Air is transacted subject to the terms set out herein and each term shall be deemed to be incorporated in and to be a term of any agreement between Corporate Air and its Customer. Corporate Air with respect to the supply of ground handling services is not a Common Carrier. No agent or employee of Corporate Air has the authority of Corporate Air to alter or vary these terms, except as provided herein.

#### 1. Definitions -

- **Customer:** Includes you, your passengers, employees, agents, contractors and sub-contractors, and if a company, any Related Body Corporate (within the meaning of that term given by the Corporations Act), and any company within your group of companies (if applicable).
- **Corporate Air:** Includes its officers, employees, servants, agents, contractors and subcontractors and any Related Body Corporate (within the meaning of that term given by the Corporations Act).
- **Act or omission:** includes negligence, but does not include gross negligence or wilful misconduct or where the act or omission is done with the 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.
- **Ground support equipment:** shall mean all equipment used in the performance of ground handling services whether fixed or mobile.

**2. Quotation** – standard rates can be obtained 24/7 from the Ground Handling Manager and are subject to these Terms and Conditions. Unless expressly included the following are excluded from standard rates: any special requirements, including but not limited to, additional GSE, catering, car parking, car hire, limousine etc. Smoking is not permitted on Corporate Air premises.

**3. Acceptance** - whichever party accepts, be it a Company, an individual or an agent, the party is deemed to be the Customer and is deemed to have accepted these terms and conditions for themselves and for all other parties involved in the service provided by Corporate Air, and does hereby warrant its authority to give such acknowledgement on their behalf.

**4. Cancellation** - unless otherwise agreed between the Customer and Corporate Air any expenses already incurred at the time of cancellation will apply should a confirmed ground handling event be cancelled by the Customer.

**5. Payment** - Upon the Customer's acceptance of the quotation (where applicable) or upon acceptance of the Terms and Conditions herein, and unless otherwise agreed between the Customer and Corporate Air, or unless the Customer holds an existing account with Corporate Air (normal trading terms unless otherwise agreed are 7 days from invoice date), full payment shall be made prior to the ground handling commencing. Should Corporate Air be confirmed to provide ground handling by order of a third party (agent), the agent and its Customer are jointly and severally liable to Corporate Air for the fulfillment of all payments. All payments to Corporate Air in respect of charges or fees invoiced by Corporate Air shall be free from any set-off or counterclaim. The Customer's obligations hereunder are independent of any other obligations or rights the Customer may have under any other contract or account with Corporate Air, and the Customer may not set off any payment or obligation due it under any such other contract or account with Corporate Air against any payment due to Corporate Air hereunder. The Customer accepts to pay an administrative fee of 2% per month on the overdue charges or fees from the invoice due date until full payment has been made, subject to a minimum charge of AUD \$50 per month. The Customer shall make payment by bank transfer to the following bank account (tax invoice will be provided on receipt funds):

- BSB: 082 968
- Account #: 172 692 146
- Account Name: Corporate Air
- Bank: NAB, 39 Wollongong St, Fyshwick, ACT, Australia.

**5. Passenger & Goods Compliance** - it is the Customer's responsibility to ensure that all passengers and goods have the necessary visa's, passports, documentary requirements (e.g. immigration, customs, agriculture, etc.), and comply with applicable airport security, health, import, customs and excise requirements for any flight and at each destination. The Customer indemnifies and holds Corporate Air harmless at all material times for any fine, charge, costs, penalty, tax, damage or like impost which may be imposed against Corporate Air, even if not caused by or the result of any act or omission of Corporate Air.

**6. Insurance coverage** - Subject to sub-term (i) & (ii) below, all goods handled by Corporate Air are accepted at the entire risk of the Customer and it is the Customer's responsibility to obtain sufficient and appropriate insurance coverage for all damages and loss, whether caused by any act or omission of Corporate Air or otherwise. (i) Corporate Air Liability. Corporate Air shall only be responsible for any loss or damage to goods or for any non-delivery or misdelivery if it is proved that the loss damage non-delivery or misdelivery occurred whilst the goods were in the actual custody of Corporate Air and under its actual control and that such loss damage non-delivery or misdelivery was due to the gross negligence or wilful misconduct of Corporate Air or its own servants. (ii) Maximum Liability. In any event Corporate Air's maximum liability for any loss or damage to goods shall be AUD \$2,500 combined for all damaged goods.

**7. Force Majeure** - neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances, or to causes beyond its reasonable control and without the fault or negligence of such party. Such causes and circumstances include, without limitation, strikes, lockouts, and other labor disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the non-performing party), or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger at the discretion of Corporate Air's personnel and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance shall be extended for a commercially reasonable period of time and thereafter the other party shall accept performance hereunder.

**8. No Assignment** - the Customer may not assign any of its rights or delegate any of its duties or obligations without the prior written consent of Corporate Air, such consent not to be unreasonably withheld.

**9. No Waiver** - the failure of Corporate Air at any time to require the performance of any obligation by the Customer shall not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default shall not be taken as a waiver of any remedy for any succeeding default.

**10. No Other Agreement** - these terms together with the applicable quotation(s) or contract and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms and contract of the parties with respect to the subject matter thereof and supersede all prior understandings, representations, and warranties, written or oral.

**11. Conflict Of Terms** - in the event of any ambiguity or conflict between or among the terms in this Terms and Conditions, any quotation(s) for the supply of ground handling services and any other agreement or writing signed by Corporate Air, the express terms of any quotation and/or other agreement in writing shall prevail. Where there are no such terms in any written agreement with respect to the subject matter in question, these terms shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by the Customer have any effect or bind Corporate Air unless such terms are specifically accepted in writing by the Corporate Air Ground Handling Manager.

**12. Severability** - should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

**13. Applicable Law** - these terms are governed by and construed in accordance with the laws of the ACT, Commonwealth of Australia, and are subject to the jurisdiction of the Australian Courts. If any legislation is compulsorily applicable to any of the business undertaken herein, these terms shall regard such business as subject to such legislation and nothing in these terms shall be construed as a surrender by Corporate Air of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms be repugnant to such legislation to any extent such part shall as regard such business be void to that extent but no further.

**14. No Third Party Rights** - a person who is not a party to the Contract between Corporate Air and the Customer has no right to enforce or enjoy the benefit of any term of the contract or under these terms.

**15. Indemnities owed to Corporate Air** - The Customer shall not make any claim against Corporate Air and shall indemnify and hold Corporate Air harmless and will keep Corporate Air indemnified from and against all liabilities, losses, damage, claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, costs and expenses of any nature and of any kind whatsoever (including any punitive or consequential, incidental, indirect losses, damages or costs including but not limited to loss of use, loss of profits or revenue, consequent damage to other property or goods or facilities causing replacement or repair) arising directly or indirectly from:

- delay, personal, bodily or mental injury (including both pure mental injury and consequential mental injury), illness, death or loss to any person, including your passengers, employees, agents, contractors and/or sub-contractors;
- loss or damage to Corporate Air's ground support and handling equipment and facilities;
- delay, loss or damage to any mail, baggage, goods or cargo whether owned or operated by or on behalf of the Customer and carried by the Customer;
- loss or damage to property owned or operated by or on behalf of the Customer;

as a result of, or caused by:

- The Customer's acts or omissions, any breach of these Terms and Conditions or the operation of the Customer's aircraft whether arising from an act or omission of Corporate Air or otherwise; or
- Corporate Air's acts or omissions; or
- The services the subject of the quotation and these Terms and Conditions.

**15.1 Corporate Air acknowledges that:**

- All claims or suits arising hereunder shall be dealt with by the Customer;
- It shall notify the Customer of any claims or suits without undue delay and shall furnish such assistance as the Customer may reasonably require; and
- Where any of the services performed by Corporate Air hereunder relate to the carriage by the Customer 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 Customer but are held by a Court not to be applicable to such act or omission committed by Corporate Air in performing this Agreement then upon such decision of the Court the indemnity of the Customer to Corporate Air hereunder shall be limited to an amount not exceeding the amount for which the Customer would have been liable if it had committed such act or omission.

**16. Indemnities owed to Customer -**

- (a) Notwithstanding the provisions of clause 15, in the case of claims arising out of surface transportation which is provided on behalf of the Customer and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Customer'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 Customer and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Customer's Contract of Carriage the waiver and indemnity herein contained shall not apply.

**16.1** Corporate Air shall not make any claim against the Customer 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:

- injury to or death of any employees of Corporate Air, its servants, agents or subcontractors; and
- damage to or loss of property owned or operated by, or on behalf of, Corporate Air and any consequential loss or damage;

arising from an act or omission of the Customer 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.

**16.2** Notwithstanding clause 15, Corporate Air shall indemnify the Customer against any physical loss of or damage to the Customer's Aircraft caused by Corporate Air's act or omission PROVIDED ALWAYS THAT Corporate Air's liability shall be limited to any such loss of or damage to the Customer's Aircraft in an amount not exceeding the level of deductible under the Customer's Hull All Risk Policy which shall not, in any event, exceed AUD 50,000 except that loss or damage in respect of any incident below AUD 5,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this clause does not affect or prejudice the generality of clause 15 including the principle that the Customer shall not make any claim against Corporate Air and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

**17.** Every exemption, limitation, defence, immunity, indemnity or other benefit contained in this order to which Corporate Air is entitled will be held by Corporate Air to the benefit of, and will extend to protect each of Corporate Air's officers, employees, agents, contractors and sub-contractors (excluding you, your passengers, your agents and/or dealers and your and their agents' and/or dealers', officers, employees, agents, contractors and sub-contractors).

**18.** In the construction and interpretation of these Terms and Conditions, where the circumstances require, the singular shall include the plural and vice versa, the neuter shall include the personal gender and vice versa; and persons shall include natural persons, bodies corporate or voluntary associations and the persons heirs, executors, administrators, successors and/or assigns.