

TAG AVIATION FBO GENEVA & SION TERMS AND CONDITIONS

1 INFORMATION ABOUT TAG

- 1.1 TAG Aviation FBO SA (TAG Aviation FBO AG; TAG Aviation FBO LTD) is a company registered in the Canton of Geneva, Switzerland, with registration number CHE-373.469.989, whose registered office is in Meyrin, Chemin des Papillons 20, c/o TAG AVIATION SA, 1215 Geneva ("**TAG**"), and which has a branch office, TAG Aviation FBO SA, succursale de Sion (TAG Aviation FBO AG, Zweigniederlassung Sion; TAG Aviation FBO Ltd, Branch Sion) registered in the Canton of Valais, Switzerland, with registration number CHE-152.251.449, whose address is at Sion Airport, 12 Chemin Lambien, 1950 Sion.
- 1.2 This document sets out the legal terms and conditions (the "**Terms**") that shall apply to any contract between:
- TAG;
 - the Customer (as defined below); and
 - if applicable, the Customer Agent (as defined below) as agent for the Customer,
- (TAG together with the Customer and, if applicable, the Customer Agent, the "**Parties**", individually a "**Party**") for the supply of Goods (as defined below) and/or Services (as defined below) to the Customer (the "**Contract**").

2 THE CONTRACT PROCESS

TAG will confirm its acceptance of a Customer's order by sending the Customer and, if applicable, the Customer Agent, an e-mail confirmation that confirms the provision of Goods and/or Services to the Customer in a form or manner materially similar to that appended to these Terms (the "**Service Confirmation**") together with a link to or attaching a copy of these Terms. If the Customer or, if applicable, the Customer Agent continues to instruct TAG, accepts Goods and/or Services from TAG, or brings the Aircraft (as defined below) to TAG after receiving the Service Confirmation or, absent a Service Confirmation, after receiving a link to or a copy of these Terms from TAG, then a Contract between TAG, the Customer and, if applicable, the Customer Agent will be formed, and the Customer or, if applicable, the Customer Agent will be deemed to have accepted these Terms.

3 GOODS AND SERVICES

- 3.1 TAG shall provide the Goods and/or Services to the Customer subject to these Terms.
- 3.2 Unless agreed in writing with the Customer or, if applicable, the Customer Agent, time shall not be of the essence for the provision of any Goods and/or Services by TAG.
- 3.3 Any request made to TAG to provide Goods and/or Services shall be made by the Customer or by a Customer Agent on behalf of a Customer. Any person that is not the Customer and that requests the supply of, coordinates or pays Goods and/or Services on behalf of that Customer shall automatically and without further enquiry be deemed to be a Customer Agent.
- 3.4 Each Customer Agent represents and warrants to TAG that it is a duly authorized agent of the Customer and is entitled to bind that Customer in respect of all matters relating to the supply of the provision of Goods and/or Services to the Customer by TAG. The Customer Agent acknowledges and accepts that any supply of Goods and/or Services made by or on behalf of TAG which is made without the imposition of VAT (as defined below), is made in reliance upon this representation and warranty and agrees that, in the event that the Customer Agent is in breach of this Clause 3.4, it will indemnify TAG in respect of any direct losses, costs and expenses incurred as a consequence of such breach, and will forthwith pay to TAG the full amount of any applicable VAT and any penalties associated therewith.

4 CHARGES AND PAYMENT

- 4.1 The Customer or, if applicable, the Customer Agent, shall pay the Charges (as defined below) in consideration of the provision of Goods and/or Services.
- 4.2 All Charges are due and payable at the date specified by TAG upon TAG's demand and in any event (whether a demand has been made or not) before the Aircraft departs from TAG's control, unless otherwise agreed in advance and in writing between TAG and the Customer or, if applicable, the Customer Agent.
- 4.3 All Charges are exclusive of VAT. If VAT is chargeable in respect of all or any of the amounts paid to TAG under the Contract, the Customer or, if applicable, the Customer Agent, shall, upon receipt of a valid VAT invoice, pay to TAG such VAT at the rate for the time being and from time to time properly chargeable, in respect of the relevant supply of Goods and/or Services by TAG.
- 4.4 If any Charge shall not be paid when due, TAG may (without prejudice to any other right or remedy):
- 4.5 charge interest thereon calculated daily from the date upon which the Charge first became due until the date of actual payment at the equivalent of the base rate of UBS Switzerland AG plus 2%; and/or
- 4.6 not provide any further Goods and/or Services or part of the Goods and/or Services.

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- 4.7 TAG may require the payment of a deposit (of such amount as TAG may consider appropriate in its absolute discretion) to be paid by the Customer or if applicable, the Customer Agent, in respect of any Charges prior to TAG providing or agreeing to provide any Goods and/or Services.
- 4.8 The method of payment of the Charges shall be agreed between TAG and the Customer or, if applicable, the Customer Agent.
- 4.9 All Charges are payable by the Customer or, if applicable, the Customer Agent, without any right of set off, notwithstanding any claim (howsoever founded) the Customer or, if applicable, the Customer Agent, may have against TAG.
- 4.10 TAG may set off any outstanding Charges against any deposit received from the Customer or, if applicable, the Customer Agent (whether or not paid in respect of the Charges concerned).
- 4.11 TAG will charge the Customer's or, if applicable, the Customer Agent's credit or debit card for all outstanding Charges.

5 THE CUSTOMER'S OBLIGATIONS

- 5.1 The Customer and, if applicable, the Customer Agent, shall:
- 5.2 obtain and at all times comply with and maintain all necessary permits, licenses and authorizations required for the Customer to enter into the Contract and receive the Goods and/or Services;
- 5.3 co-operate with and provide all reasonable assistance to TAG in all matters relating to the Goods and/or Services;
- 5.4 instruct their staff and agents to co-operate with and assist TAG; and
- 5.5 provide to TAG such information and documentation as TAG reasonably requires.
- 5.6 TAG may charge the Customer or if applicable, the Customer Agent, for any additional costs and expenses incurred by TAG and caused by changes in the Customer's or if applicable, the Customer Agent's instructions, failure to provide instructions, or failure to comply with Clause 5.1.

6 LIEN

- 6.1 TAG shall have a lien in the form of a retention right for any Charges (including any interest payable thereon) of whatsoever nature and whensoever incurred which shall be or become due and payable to TAG upon either:
- 6.2 any Aircraft (including its parts and accessories) in respect of which the Charges were incurred (whether or not incurred by the person who is the operator or owner at the time when the lien is exercised); or
- 6.3 in the case of Charges incurred by the Customer or, if applicable, the Customer Agent, any aircraft (including its parts and accessories) operated or owned by Customer at the time when the lien is exercised whether or not the Charges were incurred in respect of the aircraft, parts or accessories concerned.
- 6.4 The said lien shall not be lost by reason of any Aircraft part or accessory departing from TAG's control but shall continue and be exercisable at any time when the Aircraft, part or accessory concerned returns to TAG's control or land so long as any Charges (including interest) remain unpaid.

7 TERMINATION

- 7.1 The Contract shall expire automatically upon provision of the Goods and/or Services as described in the Service Confirmation by TAG and payment of the Charges by the Customer or, if applicable, the Customer Agent.
- 7.2 Notwithstanding Clause 7.1, TAG may terminate the Contract immediately by written notice to the Customer or, if applicable, the Customer Agent, if the Customer or, if applicable, the Customer Agent, does not pay the deposit by the date specified in the Service Confirmation or elsewhere.
- 7.3 Without prejudice to its other rights or remedies, TAG may terminate the Contract immediately by written notice to the Customer or, if applicable, the Customer Agent, if:
- 7.4 the Customer or, if applicable, the Customer Agent, commits a material breach of its obligations under the Contract and (where the breach is capable of being remedied) that breach has not been remedied within 10 (ten) Business Days following receipt of written notice by TAG giving particulars of the breach and requiring it to be remedied;
- 7.5 the circumstances set out in Clause 11 (Force Majeure) apply.
- 7.6 Termination or expiry of the Contract shall not affect any rights or obligations, which may have accrued prior to termination or expiry. The obligations of each Party set out in any Clause intended to survive such termination, including this Clause 7.4 and Clauses 6 (Lien), 8 (Liability), 9 (Dispute Resolution) and 17 (Governing Law and Jurisdiction), shall continue in full force and effect notwithstanding termination or expiry of the Contract.

8 LIABILITY

- 8.1 Subject to Clause 8.3 but otherwise notwithstanding any other provision of these Terms, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under any statute or otherwise for or in respect of any indirect or consequential loss, or in case of depreciation of value of the Aircraft.

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- 8.2 Subject to Clause 8.3 and to the maximum extent permitted by law, TAG shall only be held liable in case of willful misconduct or gross negligence; and TAG's aggregate liability, whether in contract (including under any indemnity or warranty), in tort under any statute or otherwise under or in connection with these Terms or the provision of the Goods and/or Services shall be limited to a maximum sum of CHF 1'000'000.
- 8.3 The limits on liability set out in these Terms, including in this Clause 8, shall not apply in respect of:
- 8.4 any liability for death or personal injury resulting from a Party's negligence;
- 8.5 any liability for fraud or fraudulent misrepresentation by a Party;
- 8.6 any other liability to the extent which it cannot be lawfully excluded.
- 8.7 The Customer shall indemnify TAG against any claims, liabilities, cost and expenses in connection with the Customer's operation of the Aircraft or the arrest, detention, confiscation, forfeiture or seizure of the Aircraft other than by TAG.
- 8.8 From time to time and if TAG considers it to be in the Customer's interest, TAG may request a third-party entity to provide any Goods and/or Services related or requested by the Customer or, if applicable, the Customer Agent. If any unfortunate event causes a damage (including under any indemnity or warranty), in tort (including negligence) by sub-contracted service provider's staff or equipment, TAG shall not be responsible for any damages or any indirect or consequential loss, or in case of depreciation of value of the Aircraft. Any dispute between the Parties shall not make TAG liable and such dispute must be resolved without any consequences or any prejudice for TAG. The absence of contract between the Customer and, if applicable, the Customer Agent and the third-party entity to which the provision of Goods and/or Services has been delegated shall not affect this Clause 8.8.

9 DISPUTE RESOLUTION

- 9.1 The Parties shall resolve any dispute in relation to any aspect of, or failure to agree any matter arising in relation to, the Contract or any document agreed or contemplated as being agreed pursuant to the Contract (a "**Dispute**") by first attempting to resolve such Dispute informally through discussion by the Customer Agent and TAG's Representative, who shall meet with a view to resolving the Dispute.
- 9.2 If the individuals specified in Clause 9.1 cannot resolve the Dispute completely within five (5) Business Days of the Dispute being referred to them, then the Dispute shall promptly be referred by either Party to the Chief Operating Officer of the Customer and the Director of TAG, who shall meet with a view to resolving the Dispute.
- 9.3 If, within 10 (ten) Business Days of the Dispute having been referred to the individuals specified in Clause 9.2, no agreement has been reached, the dispute resolution process shall be deemed to have been exhausted in respect of the Dispute and each Party shall be free to pursue the rights granted to it by the Contract in respect of such Dispute without further reference to the dispute resolution process in this Clause 9.
- 9.4 The provisions of this Clause 9 shall apply without prejudice to TAG's termination rights under Clause 7.

10 INSURANCE

- 10.1 The Customer shall:
- 10.1.1 be responsible at its own cost for insuring the Aircraft against all risks customarily insurable in respect of loss of or damage to such an aircraft, its engines, components and any spare parts, whether or not belonging to Customer, whilst such property shall be upon TAG's premises or, generally, in TAG's possession; and
- 10.1.2 have in effect and maintain liability insurance in respect of the Aircraft for a combined single limit in an amount of not less than US\$ 50 million (or equivalent) including aircraft third party legal liability insurance, passenger, baggage, cargo and general third-party legal liability insurance.
- 10.2 The Customer shall maintain the insurance cover with a reputable insurer.
- 10.3 The Customer shall produce evidence to TAG on reasonable request of the insurance policies set out in this Clause 10 and payment of all premiums due on each policy.
- 10.4 The Customer warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in this Clause 10 being or becoming void, voidable or unenforceable.

11 FORCE MAJEURE

TAG shall be exempt from any liability for any failure to perform its obligations in respect of the provision of Goods and/or Services resulting from force majeure or any other cause outside of TAG's control including (but without limitation to) war, invasion, military force, revolution, insurrection, terrorism, fire, storms and acts of God, any delay in supply of materials, parts, tools or equipment beyond its control, labor disputes (including strikes and lock outs) whether threatened or actual and whether involving employees of TAG or others upon whom TAG may depend to fulfil its obligations and any statute, order or regulation issued by any government or local authority affecting TAG or any condition, by-law, restriction or procedure imposed by the Swiss Confederation or any other cantonal authority in respect of Geneva Airport and/or Sion Airport. If such circumstances continue for a continuous period of more than six (6) calendar days, TAG may terminate the Contract with immediate effect by written notice to the Customer.

12 FURTHER ASSURANCES

Each Party shall from time to time execute such documents and perform such acts and things as may reasonably be required to give full effect to the provisions of the Contract and the transactions contemplated by it.

13 INVALIDITY

If any provision set out in these Terms is invalid or unenforceable under any applicable law, the validity of the remainder of the Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law.

The modified provision shall be enforceable and enforced, provided it does not impose on any Party obligations or benefits that are materially greater than those provided under the original provision.

14 THIRD PARTY RIGHTS

Other than TAG's Group and TAG's Affiliates, a person who is not a Party to the Contract shall have no right under the Contract.

15 WAIVER

TAG's rights and remedies shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by TAG or by anything whatsoever except a specific waiver or release in writing by TAG and any such waiver or release shall not prejudice or affect any other rights or remedies of TAG. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

16 DATA PROCESSING

The Customer or, as applicable, the Customer Agent acknowledges having been informed that the information contained in the Service Confirmation will be processed as part of the provision of Goods and/or Services by TAG. The Customer hereby accepts that the information collected by TAG will be transferred to and processed by companies of TAG's Group for the purpose of commercial solicitation. The Customer and, as applicable, the Customer Agent has a free right of access, rectification and deletion with respect to any such data by sending an email to gva.fbo@tagaviation.com.

17 GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.

Each Party irrevocably agrees, for the sole benefit of TAG that the courts of the canton of Geneva, Switzerland, shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims), subject to an appeal to the Swiss Federal Court in Lausanne, provided that: nothing in this Clause shall limit the right of TAG to take proceedings against the Customer or, if applicable, the Customer Agent, 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.

18 DEFINITIONS

Capitalized terms used in these Terms have the meaning ascribed to them in this Clause:

"**Affiliate**" means any person, firm or company that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

"**Aircraft**" means the aircraft identified in the Service Confirmation.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Switzerland.

"**Charges**" means TAG's charges (including handling charges) as published from time to time (whether or not scheduled to these Terms) or as may be otherwise set out in the Service Confirmation. All Charges are stated exclusive of any VAT, which may be chargeable thereon.

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"**Clause**" means a clause of these Terms.

"**Contract**" shall have the meaning set forth in Clause 1.2.

"**Control**" shall be deemed to exist if a person, firm or company (either alone or with its Affiliates) owns more than half of the voting rights or equity capital of a person, firm or company, or is otherwise able to exert a controlling influence over another person, firm or company.

"**Customer**" means the Aircraft operator/owner identified in the Service Confirmation or, if the identity of a specific Customer is unknown, the person on whose behalf the Customer Agent is acting and who owns or operates or controls the Aircraft as principal.

"**Customer Agent**" means the person, operator handling agent or support company, (i) if applicable, identified in the Service Confirmation or otherwise identified in writing by the Customer to TAG in order to request the supply of, coordinate or pay Goods and/or Services from TAG in respect of the Aircraft (if identified), on behalf of a Customer; or (ii) any person that is not the Customer and that requests the supply of, coordinates or pays Goods and/or Services from TAG in respect of the Aircraft (if identified), on behalf of that Customer.

"**Dispute**" shall have the meaning set forth in Clause 9.1.

"**Goods**" means any goods supplied or to be supplied by TAG to the Customer at the request of the Customer or the Customer Agent on behalf of the Customer (whether or not included in the Service Confirmation).

"**Services**" means any services supplied or to be supplied by TAG to the Customer at Customer's request or the Customer Agent on behalf of the Customer (whether or not included in the Service Confirmation).

"**Service Confirmation**" shall have the meaning set forth in Clause 2.

"**TAG**" shall have the meaning set forth in Clause 1.1.

"**TAG's Group**" means TAG, any subsidiary of TAG, any holding company of TAG and any subsidiary of any holding company of TAG, from time to time.

"**TAG's Representative**" means such person as is notified in writing by TAG to the Customer or, if applicable, the Customer Agent from time to time.

"**Terms**" shall have the meaning set forth in Clause 1.2.

"**VAT**" means value added tax and any other applicable duty, tax or levy imposed by any government or public authority.