



TAG Macau FBO

Terms and Conditions

These Terms and Conditions will apply to all Services provided by TAAM to the Customer, notwithstanding any other terms proposed by the Customer to the contrary.

1 Definitions

Agreement is defined in Clause 2.1.

CAA means Civil Aviation Authority.

Customer means the aircraft owner or operator identified in the Service Confirmation and will, unless the context otherwise requires, include its employees, authorized personnel and agents, including the Handling Agent and, if applicable, the Maintenance Provider.

MIA means Macau International Airport.

TAAM means TAG Aviation Asia (Macau) Ltd.

2 Handling Services and Agreement

2.1 When placing an order for Services, the Customer expressly agrees to accept these Terms and Conditions. TAAM will confirm its acceptance of the Customer's order by sending the confirmation email together with a link to these Terms and Conditions, at which an agreement is formed (Agreement).

2.2 TAAM will provide the Services in accordance with the Agreement.

2.3 The Customer warrants to TAAM that if the Customer is not the owner of the Aircraft, it has the approval and consent of the owner as its agent to authorize the performance of the Services in accordance with these Terms and Conditions and that

he is entitled to bind that owner in respect of all matters relating to the supply of the Services to the Customer.

3 Charges and Payment

3.1 The Customer agrees to accept liability for payment of the Services supplied hereunder, unless otherwise agreed in writing with TAAM. The method of payment shall be agreed between TAAM and the Customer.

3.2 TAAM may charge the Customer any additional costs and expenses incurred by TAAM as a result of changes in the Customer's instructions or failure to provide TAAM instructions.

3.3 The Customer shall make full payment for all services provided prior to the departure from MIA unless TAAM grants the Customer Credit Terms.

4 Refund Policy

Refunds will only be made when there is an error in charges to the Customer unless otherwise mutually agreed by both parties.

5 Customer's Obligations

The Customer shall at all times comply in all aspects with all safety, security and other regulations, by-laws, directions, guidelines, recommendations and other provisions for the time being in force issued by CAA.

6 Insurance

To the extent that the Customer is the owner or operator of the Aircraft, the Customer shall:

A) 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 TAAM's premises;

B) The Customer shall maintain insurance coverage with reputable insurers and with coverages that are in line with industry best practices and standards; and

C) The Customer or if applicable, the Handling Agent, 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 4 being or becoming void, voidable or unenforceable.

7 Liability

7.1 To the fullest extent permitted by law, the Customer expressly agrees that it will not hold TAAM liable of any damages, losses, claims, suits, fines, penalties or judgments of any kind whatsoever, whether relating to property damage, personal injury (including death) or otherwise, including all related costs and legal expenses, which the Customer or any of its directors, officers, employees, agents may suffer as a result of delay, non-provision of service, omission, negligence or default unless resulting from an act, inactivity or omission of TAAM or any of its directors, officers or employees which is either done deliberately with intent to cause loss or damage or recklessly and with actual knowledge that such loss or damage would result.

7.2 In the event that the aircraft suffers physical damage, the liability of TAAM shall be governed by Clause 5.1 above. Without prejudice to Clause 5.1, TAAM's total liability to the Customer in respect of any loss of or damage to the Aircraft shall be limited to an amount not exceeding the level of deductible under the Customer's Hull All Risk insurance policy, and such liability shall not, in any event, exceed USD1,500,000, except that TAAM shall not be liable for loss or damage in respect of any incident below USD3,000.

7.3 The Customer hereby agrees that under no circumstances shall TAAM be liable to the Customer for indirect, incidental, consequential, punitive, special or exemplary damages, whether in contract or tort (including strict liability and negligence), whether past, present or future, and whether or not foreseeable at the date of the Agreement, including but not limited to, loss of revenue, diminution or loss of value, loss of use, loss of reputation or goodwill, loss of profits or the cost associated with substitute or replacement aircraft.

8 Dispute Resolution

It is the firm intention of the parties to resolve any dispute which may arise out of or in connection with this Agreement amicably and in good faith and the parties agree that either party shall give written notice to the other party of the Dispute, setting out its nature and full particulars.

9 Force Majeure

TAAM shall be exempt from any liability for any failure to perform its obligations in respect of the Services resulting from force majeure or any other cause outside TAAM's control including (but without limitation to) war, invasion, military force, revolution, insurrection, terrorism, civil or political unrest, fire, storms, typhoons and acts of God, epidemic or pandemic, any delay in supply of materials, parts, tools or equipment beyond its control, labour disputes affecting TAAM or any TAAM sub-contractors or suppliers, any statute, order or regulation issued by any government or local authority affecting TAAM or any condition, by-law, restriction or procedure imposed by the CAA in respect of MIA. If such circumstances exist for a continuous period of more than six days, TAAM may terminate the Agreement by written notice to the customer.

10 Waiver

TAAM'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 TAAM or by anything whatsoever except by a specific waiver or release in writing by TAAM and any such waiver or release shall not prejudice or affect any other rights or remedies of TAAM. 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.

11 Third Party Rights

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) to enforce any term of the Agreement.

12 Invalidity

12.1 If any provision set out in these Terms is invalid or unenforceable under any 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.

12.2 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.

13 Governing Law and Jurisdiction

13.1 The Agreement and any dispute or claim arising out of or in connection with the Agreement shall be governed and construed in accordance with the laws of Macau.

13.2 Each party irrevocably agrees, for the sole benefit of TAAM, that the courts of the Macau Special Administrative Region shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Agreement, provided that nothing in this clause shall limit the rights of TAAM to take proceedings against the Customer in any other court of competent jurisdiction and any proceedings instituted against TAAM by the Customer relating to any dispute or claim arising out of or in connection with the Agreement shall be brought in the courts of Macau only.