



FBO SERVICES
Terms and Conditions

The following Terms and Conditions apply to all services offered by Jivair FBO to its customers, rendered at Göteborg Landvetter Airport (ESGG, GOT).

Paragraph 1 – HANDLING SERVICES AND CHARGES

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, Jivair FBO (“FBO”) will provide the following services which are included in the basic handling rate:

Aircraft reception (cones & chocks)
Passenger and crew reception
Fuel coordination
Use of passenger lounge facilities (including coffee, tea, soft drinks and small snacks)
Use of crew lounge facilities (including coffee, tea, soft drinks and small snacks)
Coffee, hot water, Ice cubes
WI-FI access for crew and passengers
Computer with internet access for crew
Weather, NOTAM & briefing package print out
Passenger and Crew direct ramp access + rental cars/VIP taxis/passenger vehicles
Baggage loading/offloading
Baggage transportation
Slot & PPR coordination and monitoring
Aircraft Movement messages
Pre-authorized customs and immigrations at the FBO (when allowed by the authorities)
Hotel, rental car and catering coordination/reservation

- 1.1.1 Handling fees according to the current FBO price list available on request to got@jivair.se
- 1.2 A surcharge of 20% is applied to each turnaround with an arrival or departure on weekends.
- 1.3 A surcharge of 40% is applied to each turnaround with an arrival or departure on a Swedish bank holiday.
- 1.4 A night surcharge of 50% is applied to each turnaround with an arrival or departure that is either scheduled to operate or actually operated between 22:00 LT and 08:00 LT.
- 1.5 In the event of diversion or cancellation of a flight where the handling services are no longer required, the handling fee will not be charged. However, any costs already incurred by the FBO on behalf of the aircraft operator (“Carrier”) for any services ordered, including any applicable disbursement fees will be charged.
- 1.6 As far as possible, the FBO will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions which are agreed to by the Carrier by requesting such service.



- 1.7 The services will be made available within the limits of possibilities of the FBO. The FBO reserves the right to deny any handling request.
- 1.8 Documentation and procedures used for FBO services will be the FBO's own documents. The Carrier may provide the FBO of any Carrier specific documentation and procedures which may be used for flights of the Carrier after review and approval of said procedures by the FBO.
- 1.9 Emergency Assistance – It is the responsibility of the FBO to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landings, accidents or acts of violence. Carrier will contact the FBO to establish the carrier's needs in an emergency and provide the FBO its current emergency procedures. In the absence of Carrier instructions, in part or whole, the FBO shall follow its own emergency response plan(s). In case of an emergency, the FBO shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The FBO shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidential by the FBO, unless such documentation and information is specifically required by applicable law or by governmental or local authority's regulations. The Carrier shall reimburse the FBO for expenses and disbursements incurred in rendering such assistance.

Paragraph 2 – ADDITIONAL CHARGES

- 2.1 Any services not included in Paragraph 1.1 which are requested by the Carrier shall be charged in accordance with the FBO price list. If a requested service is not included in the price list, the FBO reserves the right to decide on a suitable price.

Paragraph 3 – DISBURSEMENTS

- 3.1 Any disbursement made by the FBO on behalf of the Carrier, will be reimbursed by the Carrier at the cost price plus an accounting surcharge of 15% unless otherwise specified in the FBO's local price list for any specific service.

Paragraph 4 – LIMIT OF LIABILITY AND INSURANCE

In this Paragraph, all references to:

- a) "the Carrier" or "the FBO" shall include their employees, servants, agents and subcontractors;
- b) "Ground support equipment" shall mean all equipment used in the performance of FBO services, whether fixed or mobile, and
- c) "Act or omission" shall include negligence.

4.1 Except as stated in paragraph 4.5, the Carrier shall not make any claim against the FBO 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) delay, injury or death of persons carried or to be carried by the Carrier;
- b) injury or death of any employee of the Carrier;
- c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
- d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the FBO in the performance of its services unless done with 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. PROVIDED THAT all claims or suits arising hereunder shall be dealt with by the Carrier; and PROVIDED ALSO THAT the FBO shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

PROVIDED ALSO THAT where any of the services performed by the FBO hereunder relate to the carriage by the Carrier 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 Carrier but are held by a Court not to be applicable to such act or omission committed by the FBO in performing its services then upon such decision of the Court the indemnity of the Carrier to the FBO hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had committed such act or omission.

4.2 The Carrier shall not make any claim against the FBO in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the FBO in the performance of its services 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.

4.3

- a) Notwithstanding the provisions of paragraph 4.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier'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 Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

4.4 The FBO shall not make any claim against the Carrier 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 FBO, its servants, agents or subcontractors; and
 - b) Damage to or loss of property owned or operated by, or on behalf of, the FBO and any consequential loss or damage; arising from an act or omission of the Carrier 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.
- 4.5 Notwithstanding paragraph 4.1(d) the FBO shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the FBO's negligent act or omission PROVIDED ALWAYS THAT the FBO's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy or USD 20,000, whichever is less, except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this paragraph 4.5 does not affect or prejudice the generality of the provisions of paragraph 4.1 including the principle that the Carrier shall not make any claim against the FBO and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

- 4.6 Furthermore, notwithstanding paragraph 4.1(c), the FBO shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the FBO in the provision of the services and/or the supply of goods PROVIDED ALWAYS THAT the FBO's liability shall be limited to 17 SDR per kilo or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of the claim shall not exceed USD 20,000, except that loss or damage in respect of any claim below USD 500 shall not be indemnified. Any claim shall be submitted within the time limits of the Warsaw convention. For the avoidance of doubt, the liability of the FBO shall never exceed the liability of the Carrier."
- 4.7 Notwithstanding paragraph 4.1 to 4.6, The Carrier will, at its own cost, effect and maintain:
- a) Hull All Risks insurance for its aircraft
 - b) Aircraft Legal Liability Insurance, including, without limitation, third party, passenger and war risks for an amount of not less than, at each time stipulated minimum requirements of insurance according to regulation EC785/2004 (or successor regulations).

By using the FBO services the Carrier confirms that it has in effect the insurances mentioned in 4.7 a) and b).

Paragraph 5 – REMUNERATION

- 5.1 In consideration of the FBO providing the services, the Carrier agrees to pay to the FBO the charges set out in these terms and conditions. The Carrier further agrees to pay the proper charges to the FBO and to discharge all additional expenditure incurred for providing the services of this agreement.
- 5.2 The charges set out in this agreement do not include:
- Any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the FBO in connection with the provision of services herein by the FBO or in connection with the Carrier's flights.
 - Expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.
- Such charges, fees, taxes or other expenses as out-lined above shall be borne ultimately by the Carrier;
- 5.3 There shall be no reduction of the handling fee due to unavailability of services normally offered according to paragraph 1.1.

Paragraph 6 – TRANSFER OF SERVICES

- 6.1 The FBO may subcontract several of its additional services. Notwithstanding the entirety of paragraph 4, the following applies for subcontracted services:
- The FBO and its affiliated companies and subcontractors shall to the fullest extent permissible under the applicable law not be liable for any damage to, loss or delay of any nature whatsoever under this work order, including but not limited to loss of or damage to (1) the aircraft, (2) any equipment or material owned, used or operated by the Carrier (3) cargo or mail, unless caused by the gross negligence or willful misconduct by The FBO, its affiliated companies or its subcontractors.
- The Carrier accepts to indemnify and hold harmless the FBO, its affiliated companies and subcontractors from and against any claim, suit, liability, delay, loss or damage, including costs and expenses incidental thereto, and whether direct or indirect, unless caused by the gross negligence or willful misconduct by the FBO, its affiliated companies or their subcontractors.

Paragraph 7 – INVOICE / SETTLEMENT OF ACCOUNTS

- 7.1 Unless otherwise agreed, the Carrier shall pay with credit card for the handling and any additional services rendered at the rates set in these terms and conditions prior to departure from GOT.
- 7.2 The FBO may after an evaluation decide to issue invoices to the Carrier. The Carrier shall pay the FBO within fifteen (15) days of the date of invoice by transfer of the due amounts, to the FBO:

FBO's Bank Account details:

BENEFICIARY	Jivair AB
BANK	Nordea
ACCOUNT No	9960 4221476668
IBAN	SE76 9500 0099 6042 2147 6668
BIC/SWIFT	NDEASESS

- 7.3 The invoice shall be issued after each turn-around for the handling and any additional services rendered at the rates set in these terms and conditions.

Paragraph 8 – FAIR PRACTICES

- 8.1 The FBO shall not disclose any information on the Carrier, its aircraft, crew and passengers to outside parties without the prior consent of the Carrier, except when required for the services rendered or specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

Paragraph 9 – DURATION, MODIFICATION AND TERMINATION

- 9.1 These terms and conditions apply until modified by the FBO.
- 9.2 The FBO reserves the right to make amendments to these terms and conditions at any time without notifying the Carrier.
- 9.3 The FBO reserves the right to make any changes to its fees and charges set out in these terms and conditions without notifying the Carrier.

Paragraph 10 – ARBITRATION, JURISDICTION, APPLICABLE LAW

- 10.1 These terms and conditions shall be governed by and interpreted in accordance with the Swedish law.
- 10.2 In the event of any dispute or claim concerning the scope, meaning, construction or effect of these terms and conditions, the parties shall make all reasonable efforts to resolve disputes amongst themselves. Failing mutual resolution of the dispute, the parties may elect to resolve the dispute through arbitration (either by a single arbitrator or a panel of arbitrators). In the event that the parties fail to agree to an arbitration process, the dispute shall be settled in accordance with the laws and by the courts of Sweden, without regard to principles of conflict of laws.