

## Terms of Business

### General Aviation Ground Handling at Roskilde Airport

by Roskilde Executive Handling (FBO)<sup>1</sup>

These Terms of Business apply to the performance of ground handling services for the handling of general aviation at Roskilde Airport by Roskilde FBO.

#### General

Ground Handling at Roskilde Airport is available 24 h/7 d. and Ground handling services are provided within the scope of possibilities open to Roskilde FBO and according to the usual current standards in international air GA traffic.

It is considered neither necessary nor feasible to specify every detail of the handling services, as there exists a common understanding concerning the contents and the standard of ground handling services between Roskilde FBO and the users of Roskilde Airport.

#### Documents for Ground Handling Services

For the performance of ground handling services, the customer will make available to the Roskilde FBO information on flight operational data, passengers and load at the latest on arrival or before departure, if not already transmitted in advance by e-mail or by telefax.

#### Handling Services

Roskilde FBO will provide Premium ground handling services for the customer's flights 24 h, according to the following provisions and customer's previous request.

#### Premium Executive FBO Handling

Roskilde FBO offers an Executive Premium ground handling service including:

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| <ul style="list-style-type: none"><li>•24 h full service</li><li>•Marshaling of aircraft to mail apron and terminal</li><li>•30 min. GPU</li><li>•Personal assistance / One point of contact</li><li>•Passenger and baggage handling</li><li>•Passenger and crew transport when needed</li></ul> | <ul style="list-style-type: none"><li>•Free use of VIP lounge and facilities</li><li>•Free use of Crew lounge</li><li>•Weather services</li><li>•ATC / NOTAM package</li><li>•Wireless internet.</li><li>•Security check if requested</li></ul> |
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At customers request the Roskilde Executive Handling also offers additional services:

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| <ul style="list-style-type: none"><li>•Towing and hangarage</li></ul> | <ul style="list-style-type: none"><li>•Conference room</li></ul> |
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<sup>1</sup> Roskilde FBO is the ground handler at Roskilde Airport. Both Roskilde FBO and Roskilde Airport are part of the legal entity Copenhagen Airports A/S, company registration number 14 70 72 04.

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| <ul style="list-style-type: none"> <li>•VIP Catering</li> <li>•Newspapers</li> <li>•Hotel booking</li> <li>•Tarmac service</li> <li>•Taxi service</li> <li>•Limousine service</li> <li>•Car rental by Sixt</li> </ul> | <ul style="list-style-type: none"> <li>•Aircraft cleaning</li> <li>•De-icing</li> <li>•Ground power</li> <li>•Toilet service</li> <li>•Fueling via Air BP or Shell Aviation</li> <li>•Free surveillance of VIP parking</li> </ul> |
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At the customer's request Roskilde Executive Handling (FBO) also offers additional VIP services not mentioned above. Such services and the above mentioned additional services can be governed by special conditions to be agreed upon. If in connection with customers' request no other agreement is made, these Terms of Business and the Roskilde Executive Handling (FBO) current pricelist apply.

The customer will not appoint any other person, company or organization to carry out ground handling services, except in such special cases which have been mutually agreed upon in writing between the Customer and Roskilde FBO.

A minimum handling, "Light Handling" is mandatory for non-resident commercial and private operators of aircraft with MTOM above 3000 kg and up to 10000 kg when using main apron. The minimum handling service consists of Marshaling of aircraft to main apron and 30 min. GPU

### **Standard of Work**

In the provision of the services as a whole, Roskilde FBO will follow its own standard practices and procedure with due regard to safety, local and international regulations as well as requests of the customer.

Roskilde FBO carries out flight operations services in accordance with the customer's instructions, provided that these services are given to Roskilde FBO in writing and in sufficient time before carrying out of the services. If additional costs arise through an individual instruction or request, these are to be reimbursed by the customer.

Loading supervision of aircraft (weight & balance) will not be handled by the Roskilde FBO and must be handled by the aircraft operator. Roskilde FBO cannot be held responsible for any discrepancies between calculated and actual physical loading, missing loading instructions or instructions giving in other than written form.

The customer must provide Roskilde FBO with sufficient information and instructions to enable Roskilde FBO to properly perform the handling. Roskilde FBO will take all customary measures to ensure that commercial information to be gained from the customer's flight documents, is not made available to third parties, unless on legal authority.

### **Remuneration**

For the services to be rendered by Roskilde FBO, the customer pays the fees laid down in the Roskilde Executive Handling Service Charges for ground handling services.

The handling charges are exclusive VAT and do not include take off or passenger charges, and do not include charges for parking, security, transmitting of messages or any other charges or taxes imposed on Roskilde Airport in connection with the provision of services or in connection with customer's flights. Such fees, charges or taxes are paid by the customer additionally.

For any additional services (special services) the customer pays the fees laid down in the current List of Service Charges.

Disbursements made by Roskilde FBO on behalf of the customer will be reimbursed by the customer at cost price plus an accounting surcharge of 5%.

All fees and charges are payable in DKK in Roskilde Airport Office by credit card prior to each departure if the operator of the aircraft does not have a specific payment agreement with Roskilde FBO.

### Night fees

For Fueling, De-icing and Toilet Service between 10 p.m. to 7:00 a.m. a setup fee is charged.

Please note that the airport's operating hours is 7:00 a.m. to 22:00 p.m. and a airport night fee is charged per. hour in the hours 22:00 p.m. to 07:00 a.m. See <http://www.rke.dk/en/pilotinfo/Charges/>

### Liability

Regarding liability and indemnity, the provisions of IATA Airport Handling Manual, (AHM 810) Standard Ground Handling Agreement 2004, Article 8 "Liability and Indemnity", Sub-Article 8.1 - 8.5 will apply to all ground handling services provided.

The limit of liability referred to in Sub-Article 8.5 of the AHM 810 Main Agreement shall be as follows:

| Aircraft Type  | Limit (per incident) in USD         |
|--|-------------------------------------|
| <b>Jets</b>  |                                     |
| B737 Series 700-800, A319, A320  | 750,000                             |
| Business Jets<br>Falcon 7X, Falcon 2000, Falcon 900, Gulfstream, Hawker Beechcraft, Cessna<br>Citation all | 75,000                              |
| All other business jets not mentioned  | 1 % of aircraft value, min. 50,000  |
| <b>Helicopters</b>   | 5 % of aircraft value, max. 100.000 |

The customer shall indemnify and hold harmless Roskilde FBO from any and all claims related to damage to or loss of aircraft leased or chartered, hired or operated or otherwise utilized by or on behalf of the aircraft operator to the extent such claims exceed the above mentioned liability limitations.

Notwithstanding Sub-Article 8.5 of AHM 810, Roskilde FBO is not liable for any damage to the customer's aircraft, which occurs during the time the aircraft is stowed in a hangar.

Neither Roskilde FBO nor our employees, servants or agents shall be liable for or be obliged to indemnify any indirect loss; consequential loss; loss of profits; loss of revenue; loss of goodwill; loss of opportunity; loss of use/business; loss of data; or increased costs or expenses. For the avoidance of doubt Roskilde FBO

shall be liable for any loss originating from claims from third parties (including pax) of the customer or aircraft operator.

Any new version or amendment to these Terms and the will be published at Roskilde Airport's website (<http://www.rke.dk>) and will enter into force on the date mentioned in the publication. Roskilde FBO will put its best efforts to notify airport users and customers about any changes in advance.

**Contractual and Legal Domicile**

These Terms are subject to Danish law.

Any dispute that may arise in connection with these Terms, including disputes regarding, interpretation and the validity thereof, shall be settled by the Danish courts and shall be brought before the City Court of Copenhagen as court of first instance.

Roskilde FBO

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Lars Lip

Airport Director at Roskilde Airport