

**GAMA SUPPORT SERVICES FZE  
(the "Company")**

**FBO TERMS AND CONDITIONS  
(the "Conditions")**

**SECTION A - LANDING PERMIT SPECIFIC TERMS**

**The Customer is fully and solely responsible for ensuring that:**

1. the aircraft departs from the airport as per the schedule submitted by the Customer;
2. the valid documents relating to the aircraft and the Operator are carried on board the same aircraft which is operating through the airport;
3. the aircraft is equipped with ACAS II or TCAS Version 7;
4. any Landing Permit is re-confirmed with the Company prior to operation if there is a need for a substitute aircraft or for new dates/times in the event of an expected delay;
5. the Company is provided with new certificates of Third Party, Passenger, Baggage, and Cargo in accordance with Information Bulletin no. 06/2010, dated 21 Jan 2010 of UAE GCAA Insurance Certificate of Hull. The Customer is advised to inform the Operator to keep to the published climb gradient, as if the Operator fails to do so this will result in the aircraft potentially being denied Landing Permission.

**SECTION B - GAMA SUPPORT SERVICES FZE - STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS AND SERVICES and HOLDING OF CUSTOMER PROVIDED ITEMS**

**The following conditions apply to the sale of goods and services by the Company from its FBO at Sharjah International Airport and to its holding of Customer provided items at such location, in each case to the exclusion of all other terms, conditions, warranties, and representations, except any specifically agreed between the parties in writing [(including by telex or e-mail to *[please insert]*)]].**

**1. DEFINITIONS**

1.1 In these Conditions the "Company" means Gama Support Services FZE and the "Customer" means any person, firm or body corporate buying or offering to buy goods or services from the Company.

1.2 These Conditions apply to the sale or offer for sale by the Company of any goods or services whatsoever.

1.3 The terms upon which the Company is willing to sell goods and services are contained in these Conditions to the exclusion of all other terms, conditions, warranties and representations, including in particular any specified by the Customer in any way and they supersede any previously applicable terms and conditions. No addition to or variation of these Conditions shall be binding unless accepted in writing by a Director of the Company. In the case of any conflict between any specifically agreed terms and any of these Conditions the former will prevail.

**1.4 The Customer's attention is particularly drawn to Conditions 7.1, 8 and 9, which exclude or limit the Company's liability.**

## 2. ACCEPTENCE AND PERFORMANCE OF ORDERS

2.1 The Company's price lists, estimates and quotations do not constitute offers made by the Company and in any event the Company may at its absolute discretion refuse to accept any order if the Company for any reason whatsoever so determines.

2.2 The Company may suspend or cancel delivery or performance of any order accepted if the Customer or any person firm or company associated with the Customer is in breach of any contractual obligation to the Company or if the Customer makes any arrangement with or compounds with its creditors, has a receiver, administrative receiver or similar officer appointed, passes a resolution for, has a petition presented for or enters into administration or liquidation, commits an act of bankruptcy, ceases or threatens to cease trading, is or is deemed pursuant to any relevant statutory provisions unable to pay its debts or (where the Customer is an individual) dies or if distress or execution or other process is levied or enforced upon any of the Customer's assets. In such event the Customer shall be liable to pay for any goods delivered or services performed.

## 3. PRICE AND PAYMENT

3.1 All prices are net and subject to the addition of VAT and any similar tax or duty where applicable at the prevailing rate and any applicable customs, import, export and similar duties. Where any price has not been agreed, the Company shall be entitled to make a reasonable charge for work undertaken.

3.2 Prices are ex works and do not include any licences, certificates, permits, packing or collection by the Company or delivery to the Customer at any place other than the Company's premises, for which items the Company may make a reasonable charge. Unless otherwise agreed in writing, the Company may pack the goods as it reasonably considers necessary, at the Customer's cost.

3.3 Any price quoted or agreed may be varied by the Company, by giving notice to the Customer, to take account of increases in costs including (without limitation) the cost of materials, labour, manufacture and carriage, additional customs duties and taxes, exchange rate variations and additional costs incurred as a result of any subsequently imposed or amended requirement of any manufacturer or regulatory authority, or any act or instruction of the Customer. The Customer may cancel its order in respect of any goods or services not yet provided by notice to the Company within 3 days of notification of any such price variation, except any resulting from an act or instruction of the Customer.

3.4 Unless otherwise specified or agreed, payment shall be made prior to delivery to the Customer of the goods or aircraft, equipment or part on which services have been performed, without any deduction or set off whatsoever, but if the Company requires a payment on account and/or in advance such payment shall be made on demand. Time for payment is of the essence.

3.5 On late payment the Company may charge interest on a daily basis, before as well as after any judgment and until receipt by the Company in full, at 2% above the then current base rate of HSBC Bank Middle East Ltd (or, in its absence, a reasonable equivalent), compounded monthly, which the Customer shall pay on demand.

## 4. SCOPE OF SERVICES

4.1 The scope of services to be provided by the Company shall be as set out in work orders, proposals or quotations prepared by the Company and given or sent to the Customer without the Customer having objected or commented in writing within 2 days.

4.2 If in the Company's opinion it is desirable to overhaul where repair has been instructed by the Customer, or vice versa, the Company shall so inform the Customer and, with the Customer's agreement, carry out the work accordingly. Any period of time quoted or specified by the Company for the work shall be extended by the period necessary for any further work to be carried out.

4.3 If in the Company's opinion an aircraft or any equipment or part is by reason of damage or otherwise beyond economic repair or overhaul, the Company shall so inform the Customer. Any further work shall be as agreed between the Company and the Customer and the Company shall be entitled to be paid by the Customer for the work and costs involved in inspection for such purposes.

4.4 If the Company is required to remove or replace any parts, the Company may dispose of them unless the Customer otherwise instructs the Company in writing prior to proposed disposal.

4.5 If the Company considers it necessary or desirable to carry out flight or other testing of any aircraft, equipment or part, then the Company shall advise the Customer the cost of any such flight or other tests and any charges and expenses incurred in connection with them will be paid by the Customer.

4.6 The Company's prices are calculated in the expectation that it will provide all necessary parts and arrange for any work, services and/or other supplies needing to be carried out by third parties ("Third Party Services"). The Company shall be entitled to impose a handling charge in respect of any parts supplied by or through the Customer, and/or in respect of any Third Party Services arranged by or for the Customer, at such percentage rate calculated on the basis of the third party supplier's total invoiced price, including VAT or similar sales taxes, where applicable, (the "Total Invoiced Cost"), as the Company shall at its discretion notify to the Customer in writing from time to time. Where the Customer's requirement for Third Party Services includes laundry services, the Company's handling charge in relation to those services shall until further notice be an amount equal to 25% of the service provider's Total Invoiced Cost.

## 5. DELIVERY

5.1 The Company may make a reasonable charge for storing any goods which the Customer fails to collect within 7 days of notice from the Company that they are ready for collection. In the event of failure to collect within 30 days of such notice the Company may deal with or dispose of them as it may determine and retain so much of any proceeds as is equal to or less than any amount owing to the Customer, provided that any excess shall be paid to the Customer.

5.2 Goods included in each delivery shall be deemed to be sold under a separate contract. Neither any non-delivery nor any shortage in delivery nor any claim by the Customer in respect of any delivery shall entitle the Customer to reject any balance of goods or services ordered.

5.3 Although the Company will use reasonable endeavours to meet any given delivery, redelivery or completion date, any such date is only the Company's best estimate and not a contractual commitment. The Company shall not be liable for any delay unless resulting from the Company's wilful misconduct, and then its liability shall be limited to 1% of the invoiced price for the goods or services for each month after the first month of delay, and pro rata for part of a month, subject to a maximum of 5% of the invoiced price.

5.4 Risk in goods sold shall pass to the Customer on delivery at the Company's premises to the Customer or its agent or to the carrier or, if earlier, the expiry of 7 days from the Company's notice that the goods are ready for collection.

## 6. PASSING OF PROPERTY

6.1 No property in any goods shall pass to the Customer until their price has been received by the Company in full. The Company shall remain legal and equitable owner of the goods (whether or not attached to or incorporated into any other goods, including without limitation aircraft) and the Customer shall be bailee of such goods for the Company until such receipt and shall where possible keep them separately so that they are identifiable as the Company's property. The Customer shall hold so much of the proceeds of sale of any such goods, or goods' incorporating them, as is necessary to discharge the Customer's indebtedness to the Company in trust for the Company.

6.2 If the Customer fails to pay the price for the goods when due, makes any arrangement with or compounds with its creditors, has a receiver, administrative receiver or similar officer appointed, passes a resolution for, has a petition presented for or enters into administration or liquidation, commits an act of bankruptcy, ceases or threatens to cease trading, is or is deemed pursuant to any relevant statutory provisions unable to pay its debts or

(where the Customer is an individual) dies or if distress or execution or other process is levied or enforced upon any of the Customer's assets, the Company

may (at the Customer's cost) recover any goods (and all relevant records relating to such goods) which have not become the Customer's property and may enter any premises of the Customer for such purposes, and the Customer shall be considered to be no longer in possession of such goods with the Company's consent.

6.3 The Company may recover from the Customer by way of an action for debt any sum due to the Company in respect of goods, whether or not property in the goods has passed.

6.4 Nothing in these conditions shall entitle the Customer to return any goods or refuse or delay payment, or shall affect the passing of risk as provided in Condition 5.4.

## 7. CUSTOMER'S GOODS

7.1 Any goods (including without limitation any aircraft) of the Customer from time to time in the Company's custody ("**Customer Provided Items**") shall be held and handled by the Company entirely at the Customer's risk, with the Customer being responsible for insurance, and the Company shall have no liability in any way whatsoever for any loss or damage unless caused by its wilful misconduct, and even in that case the Company shall not be liable for any loss or profit, (whether direct or indirect), and/or for any pure economic, consequential, financial or indirect loss or damage whatsoever.

The Customer shall have, and, on demand, present to the Company adequate documentary evidence of, adequate insurance cover for such Customer Provided Items and obtain from its insurers a waiver of any rights of subrogation against the Company.

7.2 The Company shall be entitled to a general and particular lien on any Customer Provided Items in the Company's possession for all amounts whatsoever and howsoever outstanding due from the Customer to the Company, even though such items may from time to time have been removed from the Company's possession. Until proved otherwise the Company will be entitled to assume that any Customer Provided Items are the absolute property of the Customer, and the Customer will indemnify the Company against all liability, damages and costs arising as a result of this not being the case. The Company will be entitled to recover from the Customer all the costs and expenses of exercising such lien including (without limitation) storage charges.

7.3 If any amount due from the Customer to the Company is outstanding for more than 30 days, the Company may sell on such terms and at such price as it considers reasonable any of the Customer Provided Items in its possession and apply the proceeds of sale in total or partial satisfaction of such amounts together with all costs and expenses incurred in connection with the sale including (without limitation) storage, legal and other professional costs and charges. The Customer will pay to the Company on demand any shortfall and the Company will return any excess to the Customer. The Customer agrees to comply with the Company's reasonable requests in order to assist any such sale.

## 7A. CATERING ITEMS

7A.1 The Customer is hereby notified that applicable regulations currently in force at Sharjah International Airport oblige the Company to discard all catering items of the Customer, which remain in the Company's custody after storage for 72 hours, unless it has received the Customer's express consent to store them for a longer period. This obligation will apply both to catering items which are Customer Provided Items and/or to any such items supplied by the Company to the Customer pursuant to these Conditions.

**7A.2 In order to remain compliant with applicable regulations, the Customer is further notified that the placing by or on behalf of the Customer of an order for catering items to be supplied by the Company and/or the provision by the Customer of catering items as Customer Provided Items will in all circumstances be deemed to incorporate an express request and a blanket consent by the Customer, authorising the Company to store such items for a period in excess of 72 hours.** The Customer shall have the right to countermand such deemed authorisation at any time by giving to the Company's nominated representative an express instruction in writing (including by e-mail) to dispose of all or some of the items in question. Furthermore and notwithstanding the foregoing, the Company reserves the right to discard or otherwise dispose of supplied and/or Customer-provided catering items at or at any time after the expiration of such 72-hour period if the Company considers in its absolute discretion that it is appropriate to do so.

7A.3 The Company shall notify the Customer promptly in the event that refrigeration conditions are affected, (including without limitation for a reason such as power loss or breakdown of refrigeration equipment), but the final decision to use / consume catering items or not shall at all times remain with the Customer, regardless of whether they are Customer Provided Items or are provided by the Company pursuant to these Conditions, and the Customer acknowledges and agrees that the Company shall have no liability for or arising from or in connection with; (i) the retention by the Company of catering items for a period in excess of 72 hours' storage in accordance with any deemed or express request and consent of the Customer; and/or (ii) any disposal by the Company of catering items, whether in compliance with applicable regulations, in accordance with any instruction of the Customer to that effect and/or in exercising its said discretion.

## 8. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

8.1 The Company will use its reasonable endeavours to pass on to the Customer (at the Customer's cost) the benefit of any warranty in respect of goods or services given by any third party. Otherwise, the Company gives no warranty whatsoever in respect of any goods not manufactured by it or services not provided directly by it. It is the Customer's responsibility to inspect and test all goods before purchase.

8.2 If the Customer establishes to the Company's reasonable satisfaction within one month or 50 hours of operation from the date of completion of the services in question, whichever occurs earlier, that there was faulty workmanship in any services provided by the Company the Company shall at its

option either credit the Customer with the price paid in respect of such services or remedy the defect at its own cost provided that any goods concerned shall (where applicable) have been installed, operated and maintained in accordance with good air operator and engineering practice and the manufacturer's recommendations, without repair or alterations unless approved by the Company, and provided the Customer bears the cost of returning to the Company any goods to be remedied.

8.3 Subject as otherwise expressly provided in these Conditions and provided that nothing shall restrict the Company's liability for personal injury or death resulting from the negligence of the Company, its employees or agents or the Company's liability under Part I of the Consumer Protection Act 1987, the Company shall not be liable to the Customer in any manner whatsoever (whether in the law of contract, tort or otherwise) for any loss, damage or injury, whether direct, indirect, economic, consequential or of any other kind whatsoever, howsoever arising out of or in connection with the supply of any goods or services (including in particular, without limitation, in connection with any flight or other tests carried out) except to the extent resulting from the Company's wilful misconduct, provided that even if any such legal liability is established the Company shall be under no obligation to pay to the Customer any damages.

8.4 In no event shall the Company's liability to the Customer in any manner whatsoever in respect of any goods or services exceed an absolute maximum of the price actually paid by the Customer for the goods or services. 8.5 The Customer will indemnify and keep indemnified the Company against any loss, damage, costs, claims and expenses incurred by the Company in respect of any liability to third parties howsoever arising out of or in connection with any goods or services supplied by the Company or any goods given by the Customer into the custody of the Company (including in particular, without limitation, in connection with any flight undertaken by any aircraft delivered by the Customer to the Company) or any breach by the Customer of any of these Conditions.

## 9.FORCE MAJEURE

9.1 Without prejudice to other provisions of these Conditions, the Company shall not be liable for any delay or failure in carrying out its obligations if and to the extent that it is unable wholly or partly to carry out any of its obligations as a result of any circumstance or event beyond its reasonable control including (without limitation) strike, lock-out, trade dispute, labour disturbance, difficulty in obtaining labour materials or transport, the act or omission of a third party, Government action, refusal of licence, act of God, war, explosion, fire, flood, storm, nuclear disaster, breakdown of machinery and power failure.

9.2 The Company shall as soon as reasonably practicable give the Customer notice of any such circumstance or event as is mentioned in Condition 9.1 which causes the Company to delay or fail in the performance of its obligations, and the Customer shall remain liable to pay for work done.

## 10.GENERAL

10.1 All notices and other communications in connection with any agreement between the Customer and the Company shall be in writing and either delivered by hand or sent by fax or first class post, in the case of the Company to such address as it may have

notified for such purposes or, in the absence of such notification, to its registered office, and in the case of the Customer to its address last known to the Company. Notices shall be considered served upon delivery in the case of delivery by hand, sending in the case of correct transmission by fax and 48 hours after posting in the case of post.

10.2 The Company may sub-contract or assign to any person any of its obligations or benefits (provided such person is approved by any regulatory authority whose approval is required), but the Customer may not sub-contract or assign any of its obligations or benefits.

10.3 The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer or by any delay in exercising or failure to exercise any right and no waiver by the Company of any breach shall operate as a waiver of any other or further breach.

10.4 All the Company's rights shall be cumulative and not alternative or exclusive of each other or any implied by law.

10.5 Headings are given for convenience only and shall not affect interpretation.

10.6 Any of these Conditions or any part of them considered by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of these Conditions.

10.7 These Conditions and any agreement between the Customer and the Company to which they apply shall be governed by and construed in accordance with United Arab Emirates law. The parties agree that the Dubai International Finance Centre courts shall have exclusive jurisdiction to adjudicate any dispute which arises in connection with these Conditions or any such agreement save that, as such agreement conferring jurisdiction is for the benefit of the Company only, the Company shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.

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