

**dnata B.V.**  
**established at Schiphol Airport**  
**General Terms and Conditions**  
**(version October 2015)**

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**Definitions:** Handler : dnata B.V., established at Schiphol (Municipality of Haarlemmermeer),

Principal The other party to the agreement made by the Handling Agent, such as an airline, freight forwarder or agent, or any other party.

**Article 1 Applicability**

These terms and conditions are applicable to all quotations by and contracts with dnata. Unless expressly agreed, general terms and conditions applied by the Principal are excluded.

**Article 2 Applicability of other terms and conditions**

- 2.1 In addition to the provisions of these General Terms and Conditions, the following services are also subject to the terms and conditions referred to below, in all cases in their most recent versions, which will be sent free of charge to the principal on request:
- road transport, including movement of goods on the airport site: the General Terms and Conditions of Carriage (AVC) of Stichting Vervoeradres, which have been filed with the Clerk of the Court of Amsterdam and Rotterdam;
  - customs forwarding services, in particular the preparation of customs declarations: the General Conditions of the Netherlands Association for Forwarding and Logistics (FENEX), which have been filed with the Clerk of the Court of Amsterdam, Arnhem, Breda and Rotterdam.
- 2.2 In the event of any conflict between the terms and conditions referred to in article 2.1 and these General Terms and Conditions, the latter will prevail. In the event of any conflict between the terms and conditions referred to in article 1 or these General Terms and Conditions and the IATA Standard Ground Handling Agreement and related Annexes, the latter will prevail.

**Article 3 Offers and quotations**

- 3.1 Irrespective of the form in which they are issued, all offers and quotations made and given by dnata are without obligation. No rights may be derived by the Principal from offers or quotations made or given by dnata. Departures from quotations will not be binding upon dnata unless confirmed in writing by dnata.
- 3.2 After finalisation of the agreement, statements and agreements made in person will not be binding upon dnata unless followed immediately by dnata's written confirmation, except where agreed otherwise.

**Article 4 Prices and rates**

- 4.1 The agreed rates are exclusive of VAT.
- 4.2 dnata may make a reasonable additional charge at any time for unforeseen work, including special services and non-routine activities requiring exceptional time or effort.
- 4.3 The rates agreed at the time of finalisation of the agreement will apply until the end of the year in which the agreement is finalised. Before the end of that calendar year, a new schedule of rates for the next calendar year will be sent to all interested parties and published on the website. The current schedule of rates is available on request from dnata.

- 4.4 In consultation with the Principal, prices may be revised to reflect movements in costs incurred in the normal course of the activities or related thereto. The revised prices proposed by dnata will be determined fairly. Revised prices which have been determined fairly by dnata will not give grounds for dissolution of the agreement on the part of the Principal.

#### **Article 5 Duration and termination of the agreement**

- 5.1 If the agreement has been entered into for an indeterminate period, it may be cancelled by giving two months' written notice, unless otherwise agreed in writing. Notice of cancellation must be given by registered letter.
- 5.2 In addition to the statutory provisions and the relevant provisions of the terms and conditions referred to in article 2.1, dnata may, unless otherwise agreed in writing, terminate all or part of the agreement or suspend performance thereof with immediate effect in the following cases, without notice of default and without judicial intervention, by giving two months' written notice:
- if, after finalisation of the agreement, circumstances come to dnata's attention which justify fears that the Principal will be unable to fulfill its obligations;
  - if the Principal fails to comply with dnata's request, pursuant to article 7, to furnish security;
  - if the Principal's assets are attached or if the Principal petitions for court protection from creditors;
  - if the Principal is declared insolvent or is granted (temporary) court protection from creditors or if a petition is filed for the Principal's insolvency or (temporary) court protection from creditors;
  - if the Principal goes into liquidation, is dissolved or ceases trading;
  - if the Principal is otherwise in default in respect of its obligations under the agreement and/or these General Terms and Conditions.
- 5.3 In the event of termination of the agreement, any amounts owed to dnata by the Principal will become due and payable immediately.

#### **Article 6 Employees and auxiliary personnel**

- 6.1 dnata may engage auxiliary personnel in the performance of the agreement. dnata assumes the same responsibility for acts and omissions of such personnel in the course of the work for which they are engaged by dnata as it takes for acts and omissions of its own employees.
- 6.2 In the event of legal action unrelated to the agreement being taken against the aforementioned employees or auxiliary personnel in respect of the work for which they are engaged by dnata, it is stipulated on their behalf that they may invoke all provisions of these General Terms and Conditions relating to exclusion or limitation of liability.

#### **Article 7 Site access**

- 7.1 With due observance of the customs and security formalities and other formalities prescribed by public authorities, dnata will allow access to the site, at the Principal's expense and risk, to the Principal and persons designated by the Principal.
- 7.2 Those to whom access is granted by dnata will be subject to the following conditions:
- All persons entering dnata's site must comply with dnata's internal rules and regulations, copies of which are available at the entrance to dnata's site.
  - Access will in principle only be allowed during normal working hours and with an escort.
  - Any costs incurred by dnata in providing an escort for visitors will be reimbursed by the Principal.
  - The Principal will be liable for any injury, loss or damage caused directly or indirectly by visitors.
  - Access to dnata's site will be at the visitors expense and risk. dnata accepts no liability for injury, loss or damage to persons and/or goods present at dnata's site.
- 7.3 The Principal will indemnify dnata against claims by third parties, including both dnata's and the Principal's employees, for injury, loss or damage as referred to in the preceding paragraphs.

#### **Article 8 Receipt and delivery of goods**

- 8.1 If the parties have agreed that the loading or unloading of any vehicle is to be performed by dnata personnel, the Principal will ensure that dnata is provided in good time with full and clear instructions as to the method of loading and unloading and, where a consignment is tendered which consists of several batches, which items belong to which batches.

- 8.2 If the Principal fails to provide adequate instructions as referred to in the preceding paragraph in good time, as a consequence of which batches are mixed up or are wrongly loaded or unloaded, the Principal will be liable to reimburse dnata separately for sorting the batches or changing the method of loading or unloading. dnata accepts no liability for loss of any kind arising out of the mixing or incorrect loading or unloading of such batches.
- 8.3 All loading and/or unloading work performed by dnata, its personnel or auxiliary personnel will be at the Principal's sole risk. Where necessary in derogation from the provisions of any other applicable liability rules, dnata will not be liable for any injury, loss or damage caused by or as a consequence of such unloading and/or unloading work.
- 8.4 With regard to the delivery of items which form part of import consignments, the relevant delivery note will serve as absolute proof *vis-à-vis* the Principal, the latter's agent or representative as to the condition of the goods at the time of delivery. Delivery notes bearing no remarks will serve as evidence that the items to which they relate were complete and in good condition.

#### **Article 9 Description of goods and provision of information**

- 9.1 Goods tendered and instructions issued relating to temporary storage and handling must be accompanied by a full and accurate description of the goods, including the value, the number of packages, the gross weight and any other information of such a nature that dnata would not have undertaken their temporary storage and/or handling or would not have entered into the agreement on the same terms and conditions if it had been aware of the true circumstances.
- 9.2 Where goods are subject to customs and excise provisions, tax regulations or other regulations imposed by public authorities, the Principal must provide in good time all information and documents which are necessary in that regard, to enable dnata to make the relevant declarations to comply with such provisions or regulations.
- 9.3 The Principal will be liable to dnata for any loss or damage arising out of incorrect and/or incomplete descriptions, specifications or communications or failure to provide in good time all information and documents necessary to comply with customs and excise provisions, tax regulations or other regulations imposed by public authorities.
- 9.4 The Principal will be liable to dnata for all expense or loss arising as a consequence of failure to comply with customs and/or excise regulations, tax regulations or other regulations imposed by public authorities, including safety and security legislation, in respect of goods tendered to dnata by or on behalf of the Principal.

#### **Article 10 Inspection of goods**

- 10.1 In principle, dnata will inspect goods by physically opening the packaging or employing X-ray or other means of detection only at the Principal's request. dnata will at all times be entitled, but in no circumstances obliged, to carry out inspections on its own initiative if it considers such to be desirable on safety grounds.
- 10.2 dnata will be under no obligation to obtain the Principal's consent if it is required by a public authority to subject goods to inspection or is requested to assist in an inspection conducted by public authorities or pursuant to any statutory requirement (aviation law, customs law etc.).
- 10.3 All inspections as referred to in this article will be conducted entirely at the Principal's expense and risk. All expenses associated with the conduct of such an investigation will be borne by the Principal.

#### **Article 11 Fees, expenses and taxes**

- 11.1 The Principal will be liable for all expenses, losses, contributions, taxes, interest, penalties and forfeitures, including losses due to failure to complete customs formalities in full and on time, to the extent that they relate in any way to the dnata's performance of the agreement entered into with the Principal.

- 11.2 If dnata considers it necessary to institute legal proceedings or seek a legal remedy in respect of taxes, fees, contributions, levies, penalties and/or other charges or expenses imposed by public authorities, however designated, or if dnata consents to the Principal's request to institute such proceedings or seek such a remedy, the related activities and expenses, including expenses relating to legal and/or tax and/or other advice or support which dnata considers necessary, will be at the Principal's expense and risk. Before instituting such procedures or seeking such legal remedies as referred to in this article, dnata will seek to consult with or obtain instructions from the Principal or the party directly concerned.
- 11.3 If dnata acts or has acted as tax agent, all taxes, fees, contributions, other levies, penalties, interest, expenses or compensation payable by dnata will be borne by the Principal. The Principal is obliged to pay such amounts immediately at dnata's request.

## **Article 12 Liability**

- 12.1 All operations and activities will be performed at the Principal's expense and risk
- 12.2 dnata will accept liability for damage to or loss of all or part of the goods entrusted to it in accordance with the provisions of these terms and conditions, subject to the express condition that the Principal protests such damage or loss in writing to dnata within 120 days of the day after that on which the damage or loss is discovered by or comes to the attention of the Principal.
- 12.3 If the Principal does not protest in writing within that time, dnata will accept liability for damage to or loss of goods only if and to the extent that the Principal is able to prove that the damage or loss has been caused by fault or negligence on the part of dnata's management or supervisory staff.
- 12.4 dnata's liability will be limited or excluded in accordance with the terms and conditions referred to in article 2.1. If those terms and conditions are not applicable for any reason, dnata will accept liability only if and to the extent that the Principal is able to prove that the damage or loss has been caused by fault or negligence on the part of dnata, its employees or auxiliary personnel and its liability will be limited in all cases to SDR 10,000.00 per event or per series of events with the same cause, it being understood that its liability in respect of damage, value impairment or loss of the goods included in the order will be limited to SDR 4.00 per kilogram of gross weight of the damaged or lost goods, with a maximum of SDR 4,000.00 per consignment.
- 12.5 The compensation payable by dnata will in no case exceed the invoice value of the goods, as evidenced by the Principal, in the absence of which the compensation will not exceed the market value, as evidenced by the Principal, at the time of occurrence of the loss or damage.
- 12.6 dnata will in no circumstances be liable for intangible and/or consequential loss, such as loss of profits, whatever the cause, including loss due to delay or incurred as a result of following advice given by dnata.
- 12.7 In respect of goods which are stored in the open, which can only be stored in the open or which dnata normally stores in the open, dnata will not be liable for loss which may be related to such storage.
- 12.8 The Principal will be responsible for any loss caused by or relating to the goods entrusted to dnata or the nature or packaging thereof, such as loss due to the occurrence of hazards inherent in dangerous goods or relating to explosives, other objects or materials contained therein which may endanger the safety of persons or property.
- 12.9 Legal action relating to liability, on whatever grounds, may only be brought by the Principal or a third party within the limits of the agreement entered into by dnata. If any claim is made upon dnata by third parties outside the scope of the agreement for any loss related in any way with the performance by dnata, its employees or auxiliary personnel of the agreement entered into with the Principal, the Principal will be obliged to indemnify dnata immediately on request against the consequences of such third-party claims.

### **Article 13 Insurance**

The goods entrusted to dnata will not be insured by dnata in any way. It is therefore the Principal's responsibility to arrange any insurance which may be required.

### **Article 14 Prescription and limitation**

- 14.1 Without prejudice to any provision of imperative law, all claims against dnata will lapse automatically after nine months.
- 14.2 All claims against dnata will lapse automatically after eighteen months.
- 14.3 The period of limitation will commence on the day after the day on which the goods were tendered or should have been tendered or the day after the day on which the claim arises. A period of limitation will in any event commence on the day after the day on which the agreement between the parties is terminated.

### **Article 15 Payment and collection expenses**

- 15.1 Invoices presented by dnata to the Principal must be paid within 14 days of the invoice date.
- 15.2 The Principal will not be entitled to set off or suspend its payment obligations.
- 15.3 If a duly presented invoice is not paid within 14 days of the invoice date, the Principal will be in default. From that time, the Principal will be liable for interest at the statutory rate on the amount due and payable to dnata.
- 15.4 If the due date for any payment is exceeded, thereby placing the Principal automatically in default, the Principal will be liable for all extrajudicial expenses necessarily incurred in collecting the debt. The extrajudicial expenses will be calculated on the basis of the work done and the guidelines of the Netherlands Bar Association (Nederlandse Orde van Advocaten), with a minimum of Euro 500,00. The Principal will be liable for the extrajudicial expenses merely by virtue of being in default, without being served notice thereof.
- 15.5 Payments made by the Principal will be applied firstly against any interest and expenses due and secondly against the oldest due and payable invoices, irrespective of whether the Principal states that the payment relates to a later invoice.
- 15.6 The agreed fee and the other expenses, freight charges, duties etc. relating to the agreement and/or these terms and conditions will still be payable if loss or damage has occurred in the course of performance of the agreement.

### **Article 16 Lien and pledge**

- 16.1 *Vis-à-vis* any person requiring delivery thereof, dnata will have a lien on all monies, goods and documents which are held by dnata and/or come into dnata's possession in connection with the agreement entered into with the Principal.
- 16.2 All goods, documents and monies which are held by dnata and/or come into dnata's possession, in whatever connection, will be pledged as security for amounts owed to dnata by the Principal now and in the future.
- 16.3 dnata will be entitled at all times to exercise such lien and/or pledge in respect of amounts still owed to dnata under previous or other agreements.

### **Article 17 Security**

Further to the relevant provisions of the terms and conditions referred to in article 2.1, the Principal will furnish immediately at dnata's request sufficient security for all amounts payable to dnata under the agreement now and in the future, including storage fees, freight charges, duties, taxes, levies, premiums and other expenses, which will in any event consist of a bank guarantee of at least Euro 2,275,00. The terms of the bank guarantee must be acceptable to dnata.

**Article 18 Settlement of disputes and applicable law**

- 18.1 In derogation from the statutory rules relating to the jurisdiction of the civil courts and the relevant provisions of the terms and conditions referred to in article 2.1, all disputes between the Principal and dnata will be brought exclusively before the Court of Amsterdam.
- 18.2 All quotations and all agreements between dnata and the Principal will be governed by the laws of the Netherlands.

**Article 19 Dutch and English versions of the General Terms and Conditions**

These General Terms and Conditions have been drawn up in Dutch and English. In the event of any conflict between the Dutch and English versions, the Dutch text will prevail.