

Terms and Conditions of Use of Navair FBO & Handling Services

1. Area of application

- 1.1 Customer hereby acknowledges and agrees that Customer's use of the Ground Handling Services, Hangarage Services, minor cleaning services, and/or Refueling Services ("Handling Services") arranged by a Navair entity ("Navair PTY LTD") is governed by the following Terms and Conditions of Use of Navair FBO & Handling Services ("Terms"), unless there is a Standard Ground Handling Agreement ("SGHA") in place between Customer and Navair in which case such SGHA shall prevail over these Terms.
- 1.2 "Customer" means the carrier company, aircraft operator, aircraft owner, aircraft representative, passengers any third party engaged by the carrier company, aircraft operator, aircraft owner, aircraft representative and/or any third party who is acting on behalf of the carrier company, aircraft operator, aircraft owner, aircraft representative and/or passenger, as the context requires.

2. Handling Services

- 2.1 Handling Service(s) requested by Customer shall be confirmed by Navair, via electronic mail or in writing. Handling Service(s) shall be provided by Navair subject to these Terms which shall constitute the agreement of the parties ("Agreement").

3. Customer Responsibilities

- 3.1 The Customer confirms they are authorised to request services for the aircraft.
- 3.2 The Customer remains responsible for ensuring the aircraft is airworthy, suitable for operation, properly insured, and that all required approvals, documentation, and operational requirements are satisfied.
- 3.3 The Customer must provide Navair with any aircraft-specific requirements, limitations, restrictions, or manufacturer recommendations.

4. Aircraft Movements & Handling

- 4.1 All aircraft movements and handling within Navair-controlled areas, including hangars, aprons, and parking areas, must be coordinated

with and performed by Navair authorised personnel only.

- 4.2 Customers, pilots, operators, or third parties are not permitted to move aircraft or conduct handling services without prior approval from Navair.
- 4.3 Navair may refuse any handling request where it considers the handling unsafe, operationally impractical, or inconsistent with airport, insurance, or safety requirements.
- 4.4 The Customer acknowledges aircraft movements and handling involve inherent risks including damage to aircraft, property, equipment, or persons.

5. Aircraft Refueling

- 5.1 Refueling services will be performed by Navair personnel or authorised fuel providers using approved equipment and procedures.
- 5.2 The Customer is responsible for providing in writing accurate fuel requirements and ensuring compatibility with the aircraft.
- 5.3 Navair accepts no responsibility for incorrect fuel quantities, aircraft limitations, fuel contamination, or operational decisions made by the Customer, aircraft operator, or flight crew.

6. Hangarage and Aircraft Storage

- 6.1 Where aircraft or equipment is stored in Navair facilities, the Customer acknowledges storage is provided as a service only and does not constitute custody, care, or control of the aircraft or property.
- 6.2 The Customer remains responsible at all times for the aircraft, including its security, insurance coverage, airworthiness, maintenance condition, aircraft systems, components, equipment, and all personal property contained within or associated with the aircraft.
- 6.3 Navair will exercise reasonable care and due diligence in providing temporary hangarage and associated services. However, to the maximum extent permitted by law, Navair accepts no responsibility or liability for any loss, damage, deterioration, theft, loss of use, or other claim relating to the aircraft, aircraft systems,

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components, equipment, or property unless directly caused by Navair's proven negligence or wilful misconduct.

7. Cleaning Services

7.1 Where requested, Navair may provide minor aircraft cleaning services using trained personnel. Such services are limited to general presentation and cleanliness activities and do not constitute detailing, maintenance, restoration, polishing, or technical services.

7.2 Navair personnel are not authorised to access aircraft systems, open maintenance panels, remove aircraft components, access avionics compartments, or perform work outside normal accessible cabin and exterior surfaces unless specifically authorised.

7.3 Minor aircraft cleaning is limited to cleaning in accordance with Customers written instructions of;

a) Exterior cleaning – non -chemical:

- 1) flight deck windows
- 2) cabin windows
- 3) aircraft integral steps
- 4) slats and leading edges
- 5) wings
 - a. upper surface
 - b. lower surface
- 6) flaps (extended)
 - a. upper surface
 - b. lower surface
- 7) ailerons
 - a. upper surface
 - b. lower surface
- 8) engine nacelles and pylons
- 9) fuselage
 - a. upper surface
 - b. lower surface
- 10) horizontal stabiliser
- 11) vertical stabiliser
- 12) landing gear legs – not shock struts
- 13) Landing wheel rims
- 14) wheel well

b) Interior cleaning– non -chemical:

- 15) flight deck – Not permitted
- 16) passenger and crew compartments (other than flight deck)
- 17) empty ash trays.

- 18) dispose of litter.
- 19) clear waste from overhead stowage
- 20) wipe tables
- 21) seats, seatback pockets and passenger service units
- 22) vacuum floors
- 23) empty refuse bins
- 24) surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds) and toilets (wash basins, bowls, seats, mirrors and surrounds)
- 25) remove, as necessary without chemicals, any contamination caused by airsickness, spilled food or drink and offensive stains
- 26) telephones, screens and other equipment
- 27) inside windows
- 28) Remove and dispose of
 - a. litter/waste
 - b. food and food-related material (galley waste)
- 29) Perform cabin dressing with materials provided by carrier
 - a. blankets/duvets (fold/place in designated locations)
 - b. arrange seat belts
 - c. make up berths including crew
 - d. replace head rests
 - e. replace pillow covers
 - f. restock toilet items
 - g. replace/restock seat back pocket items
 - h. Disinfect and/or deodorize aircraft with materials provided by customer only
 - i. Provide and/or arrange for laundering of:
 - (i) Cabin items (blankets/duvets/pillowcases)
 - (ii) linen
 - j. cargo compartments

7.4 The Customer must advise Navair in writing of any aircraft-specific requirements, sensitive areas, special coatings, or manufacturer recommendations. Approved cleaning products and procedures must be provided by the customer where specialised finishes exist.

7.5 Where third-party detailing providers are engaged, those providers while recommended by Navair act independently and Navair accepts no responsibility for their workmanship, products, methods, or actions.

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8. Third Party Services ("Special Services")

- 8.1 On request of the Customer, Navair may arrange for the provision of services other than Handling Services such as catering services, taxi services, car rental services, aircraft detailing services, lavatory services, potable water services, GSE equipment services, charter services and the arrangement of hotel accommodation ("hereinafter referred to as "Special Services").
- 8.2 It is agreed that if the Special Services are provided by third parties, Navair shall only act as an agent on behalf of the Customer in engaging the third party to provide the Special Services.
- 8.3 Unless otherwise agreed between the Parties, Navair shall engage its preferred suppliers for the provision of the Special Services.

9. Limitation of Liability and Indemnity

- 9.1 In this clause, all references to the Customer or Navair shall include their respective related bodies corporate and contractors and each of their directors, officers, employees, servants, agents and subcontractors. "Act or omission" shall include negligence.
- 9.2 Each Navair FBO location shall be individually liable for damages arising out of or related to its orders, transactions, or actions. Each Navair FBO location shall not be jointly and severally liable for damages arising out of or related to orders, transactions or actions by other Navair FBO locations.
- 9.3 Except as stated in clause 9.5, the Customer shall not make any claim against Navair and shall indemnify Navair 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 Customer; and
 - b. injury or death of any employee of the Customer; and
 - c. damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Customer; and

- d. damage to or loss of property owned or operated by, or on behalf of, the Customer; and

- e. any indirect, consequential or incidental loss or damage;

arising from an act or omission of Navair in the performance (including non-performance) of this Agreement, regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law, unless act or omission of Navair was in breach of the Agreement and 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 ALWAYS THAT Navair shall have no obligation, liability or responsibility, whether arising in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law for loss of use, loss of profits, loss of business, loss of opportunity to make a profit, loss of business opportunity, loss of revenue, downtime costs, loss of capital, loss of goodwill, or for any other financial or economic loss damages with respect to any act or omission or any breach of the Agreement, or any non-conformance or defect in any work under this Agreement, supplies, spare parts, equipment, any services (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement.

- 9.4 The Customer shall not make any claim against Navair and indemnifies Navair against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of (regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law) damage, death,

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delay, injury or loss to third parties caused by the operation of the Customer's aircraft arising from an act of omission of Navair in the performance (including non-performance) of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury would probably result.

9.5 Without prejudice to clause 9.6 below and subject to the applicable law, Navair shall not make any claim against the Customer and shall indemnify it (subject as hereafter provided) against any claim or suits, including costs and expenses incidental thereto, in respect of damage to or loss of property owned by Navair, unless done with the intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably cause.

9.6 Notwithstanding paragraph 9.3.(d), Navair shall indemnify the Customer against any physical loss of or damage to the Customer's Aircraft caused by Navair's negligent operation of ground support equipment PROVIDED ALWAYS THAT Navair's liability shall be limited to any such loss of or damage to the Customer's Aircraft in an amount not exceeding the level of deductible under the Customer's Hull All Risk Policy (including any available buydown insurance policy). For the avoidance of doubt, save as expressly stated, this clause 9.6 does not affect or prejudice the generality of the provisions of clause 9.3.

9.7 On request of the Customer, Navair may arrange for the provision of services other than Handling Services such as catering services, taxi services, car rental services, aircraft detailing services, lavatory services, potable water services, GSE equipment services, charter services and the arrangement of hotel accommodation ("hereinafter referred to as "Special Services"), subject to the following provisions:

- a. It is agreed that if the Special Services are provided by third parties, Navair shall only act as an agent on behalf of the Customer in

engaging the third party to provide the Special Services.

- b. Navair shall not be liable towards the Customer for any type of damage or loss resulting from the provision of Special Services by third parties (including damage or loss resulting from the non-performance by the third party). The Customer shall indemnify Navair against any claim or suits, including costs and expenses, from third parties who were engaged to provide the Special Services.
- c. Unless otherwise agreed between the Parties, Navair shall engage its preferred suppliers for the provision of the Special Services.
- d. A preferred supplier shall be a supplier who has obtained the relevant licenses that are required by Navair or any relevant law.

9.8 To the fullest extent permitted by applicable laws, the warranties, conditions, representations, obligations and liabilities of Navair and the remedies of the Customer set forth in this Agreement, are exclusive and in substitution for, and the Customer hereby waives, releases and renounces all other warranties and other obligations and liabilities of Navair, and any other rights, claims and remedies of the Customer against Navair, express or implied, arising by law, statute or otherwise, with respect to any breach of the Agreement, or any non-conformance or defect in any work under this Agreement, supplies, spare parts, equipment, any services (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement, including but not limited to:

- a. any implied warranty of merchantability or fitness;
- b. an implied warranty arising from the course of performance, course of dealing or usage of trade;

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- c. any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligent act or omission of Navair; and
- d. any obligation, liability, right, claim or remedy for loss or damage to any property of the Customer, including without limitation, any Aircraft.

9.9 All limitations and exclusions of liability will operate for the benefit of Navair and each of Navair's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors and the benefit of such limitations and exclusions of liability will be held on trust for each of Navair's related bodies corporate, subcontractors and each of their employees, directors, officers, agents and contractors. Navair may enforce any limitations and exclusions of liability for and on behalf of any Navair 's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors.

9.10 The Customer undertakes to take out insurance coverage for property (Hull All Risk & Hull War Insurance on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out respective third-party liability coverage (including flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined limit of at least:

- a. USD 100'000'000 (One Hundred Million US Dollars) for aircraft over 20,001kgs MTOW per occurrence; or
- b. USD 50'000'000 (Fifty Million US Dollars) for aircraft under 20,000kgs MTOW per occurrence.

Customer's insurer shall endorse Navair, its parent companies, affiliates, employees, directors, representatives, vicarious agents and subcontractors as additional insured on the Customer's Aircraft Liability (include War liability) and provide a waiver of subrogation by

Customer and its insurer in favor of Navair under Hull All Risk and Hull War insurance.

10. Confidentiality and Personal Data

10.1 Neither Party may disclose any information provided by the other Party, except to the extent expressly authorised in writing by the other Party or ordered by a court of competent jurisdiction or government agency or prescribed under any applicable law, rule or regulation.

10.2 The Customer acknowledges that, in the course of occupying and using the FBO facilities and services, it may obtain or become aware of information relating to Navairs business, operations, clients, pricing, systems, personnel, intellectual property, security arrangements or commercial strategies ("Confidential Information").

10.3 The Customer must:

- a. keep all Confidential Information strictly confidential;
- b. not directly or indirectly disclose, communicate, make available or permit access to any Confidential Information to any third party, including its customers or any competitor of the Navair;
- c. not use Confidential Information for any purpose other than the lawful occupation and use of the Premises or services in accordance with this Agreement; and
- d. take all reasonable steps to prevent unauthorised access to or disclosure of Confidential Information.

10.4 Without limiting clause 10.3 b), the Customer must ensure that its employees, contractors, agents and invitees:

- a. do not access areas, documents, systems or discussions relating to Navair business unless expressly authorised; and
- b. comply with the confidentiality obligations set out in this clause.

10.5 The Customer acknowledges that its business may service customers who are direct or indirect competitors of Navair and agrees that it must not:

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- a. disclose any Confidential Information to such customers;
 - b. use any Confidential Information to benefit such customers; or
 - c. engage in any conduct that may reasonably be expected to prejudice the Navair business interests.
- 10.6 The obligations under this clause survive the termination or expiry of this Agreement.
- 10.7 The Customer acknowledges that a breach of this clause may cause Navair irreparable harm for which damages may be an inadequate remedy, and Navair is entitled to seek injunctive or equitable relief in addition to any other rights or remedies available at law.
- 10.8 The confidentiality obligations in this clause (10) do not apply to information that is required to be disclosed by law, regulation, court order or regulatory authority.
- 11. Force majeure**
- No party shall be deemed in default of these Terms to the extent that any delay or failure in the performance of its obligations under these Terms results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labour disputes or unavailability of parts. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.
- 12. Compliance with laws**
- Customer acknowledges that goods, services, technical data and/or other information received under this Agreement and any Order may be subject to Australian export control laws and regulations, and Customer agrees to comply fully with such laws and regulations.
- Customer represents that the aircraft and its owner(s)/operator, the passengers, origin and destination of aircraft, and the purpose of aircraft's route are not subject to sanctions, that

the flight is being carried out in compliance with applicable trade controls, and that by Navair providing the services will not cause Navair to be in violation of any trade controls or subject to any sanctions or other penalties. Trade controls include restrictions on: (i) transactions or other dealings with sanctioned countries/territories or sanctioned entities, individuals, or governments; (ii) exports, re- exports, and other transfers of goods, software, and technology across borders, or to persons of other nationalities; and (iii) direct or indirect support of certain unsanctioned non-Australian boycotts.

- 12.1 Customer retains responsibility for compliance with all applicable trade controls. Any violation Navair discovers may result in immediate termination of the Handling Services and this Agreement and may be reported to law enforcement authorities.

13. Entire agreement - survival

These Terms set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior discussions between the Parties. Navair reserves the right to unilaterally modify these Terms at any time without notice. All provisions of these Terms which by their nature should apply beyond termination/expiration will remain in force.

14. Waiver

The failure of Navair to enforce at any time any of the provisions of this Agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of Navair to take any action in the future to enforce any provisions hereunder.

15. Severability

In the event that any one or more of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the

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intention of the parties underlying the invalid, illegal or unenforceable term.

16. **Applicable law / place of jurisdiction**

The parties agree that this Agreement is part of an international contractual relationship and each party (a) agrees that such relationship (and each part of it including any services) shall be exclusively governed by and construed in accordance with the laws of the country and state in which the Navair legal entity providing the Handling Services to Customer is located, to the exclusion of local conflict of law rules and further to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and (b) irrevocably submits to the exclusive jurisdiction of the courts country in which the Navair legal entity providing the Handling Services to Customer is registered to settle any dispute which may arise under or in connection with this contractual relationship (or any part thereof).

17. **Payment Terms**

Services will be charged in accordance with the Navair FBO Services Rate Card or additional services schedule.

Payment terms are due on delivery or as agreed with the Customer or otherwise payable within the stated invoice terms.

17.1 Prices exclude all taxes, duties and transaction specific governmental charges, and the Customer shall pay, indemnify and hold harmless Navair with respect thereto.

17.2 Any payments due by the Customer to Navair are subject to GST if provided so by the applicable legislation. The Customer will pay this GST to Navair in addition and at the same time to those other payments due by the Customer to Navair under this and separate arrangements.

17.3 The Parties shall collaborate for compliance with any tax laws and regulations, and provide each other with any certificate, document and assistance that the other Party can reasonably request to comply with worldwide tax laws and regulations.

17.4 Navair requests payment for the Handling Services prior to departure from Customer, unless agreed otherwise.

17.5 The Customer cannot claim any interest for any payments made in advance regardless of the timing of such payments. Payments, including any advance payments, shall be due on the dates fixed even in the event of delivery postponement by the Customer.

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Aircraft Temporary Hangarage Authorisation Form

This form confirms that the Customer has requested temporary hangarage and/or aircraft handling services from Navair. All aircraft movements within Navair-controlled areas must be authorised, coordinated, and conducted under the direction of Navair.

By signing this form, the Customer acknowledges and agrees to the Terms and Conditions of Use applicable to Navair FBO and Handling Services.

The Customer remains responsible at all times for the aircraft, including its security, insurance coverage, airworthiness, maintenance condition, aircraft systems, components, equipment, and all personal property contained within or associated with the aircraft.

Navair will exercise reasonable care and due diligence in providing temporary hangarage and associated services. However, to the maximum extent permitted by law, Navair accepts no responsibility or liability for any loss, damage, deterioration, theft, loss of use, or other claim relating to the aircraft, aircraft systems, components, equipment, or property unless directly caused by Navair's proven negligence or wilful misconduct.

Aircraft Registration:	Aircraft Type:
Operator / Customer:	
Requested Period Date/Time in:	
Requested Period Date/Time out:	
Additional requests:	

Customer Acknowledgement:

I acknowledge that aircraft movement within Navair-controlled areas is only permitted when coordinated and authorised by Navair.

I acknowledge that temporary hangarage is provided as a service and does not transfer responsibility, custody, ownership, or control of the aircraft to Navair unless expressly agreed in writing.

I acknowledge that by using Navair temporary hangarage, FBO, and handling services, the Customer agrees to be bound by the Terms and Conditions of Use of Navair FBO and Handling Services.

Name:

Date:

Signature:

Authorised by Navair	
Name:	Date:
Signature:	