



**STANDARD GROUND HANDLING AGREEMENT (SGHA)**

between: ULTRA AVIATION SERVICES, INC.

and:

The agreement consists of:

- MAIN AGREEMENT**, and, as required,
- ANNEX A** (description of services)
- ANNEX(ES) B** (location(s), agreed services and charges)

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## DEFINITIONS AND TERMINOLOGY

For the sake of clarity, the following definitions and terminology apply to the SGHA;

**AIRPORT TERMINAL** means all buildings used for arrival and departure handling of aircraft.

**ARRANGE** (or **MAKE ARRANGEMENTS FOR**) implies that the Handling Company may request an outside agency to perform the service in question. The charge of the outside agency shall be paid by the Carrier. The Handling Company assumes no liability toward the Carrier for such arrangements.

**AS MUTUALLY AGREED** or **BY MUTUAL AGREEMENT** or **BY THE CARRIER'S REQUEST**, it is recommended that, whenever this terminology is used, such items be supported by specific documentation or reference.

**CARGO** includes the Carrier's service cargo and company mail.

**THE CARRIER'S AIRCRAFT** means any aircraft owned, leased, chartered, hired or operated or otherwise utilized by or on behalf of the Carrier and in respect of which the Carrier has either expressly or implicitly contracted, instructed or otherwise requested the Handling Company to perform or carry out any ground handling service(s).

**DEPARTURE CONTROL SYSTEM (DCS)** means an automated method of performing check-in, capacity and load control and dispatch of flights.

**DIRECT LOSS** means a loss arising naturally or directly from an occurrence and which excludes remote, indirect, consequential, or special losses or damages, such as loss of revenue or loss of profit.

**ELECTRONIC DATA INTERCHANGE (EDI)** means the computer-to-computer (application-to-application program processing) transmission of business data in a standard format.

**LOADS** means baggage, cargo, mail and any aircraft supplies including ballast.

**OWNING CARRIER** means a carrier who is the owner or lessee of a Unit Load Device.

**PASSENGERS** includes the Carrier's service and free passengers.

**PROVIDE** implies that the Handling Company itself assumes responsibility for the provision of the service in question.

**RECEIVING CARRIER** means a carrier who receives a Unit Load Device from a transferring carrier at a transfer point.

**SPECIAL SHIPMENTS** means, for example, perishables, live animals, valuables, vulnerable cargo, news material, dangerous goods etc.

**SPECIALISED CARGO PRODUCTS** means, for example, express cargo, courier shipments, same day delivery.

**STATION MANAGEMENT** means management of Carriers administrative and/or operational functions(s) within scope defined in the Annex B.



**SUPERVISION** means oversight of services performed by third parties, i.e. companies who have a separate Annex B (or similar contact with the carrier). The term Supervision shall not apply to the Handling Company self-management of own services or oversight of Handling Company's subcontractors (as referenced to in Article 5 of the Main Agreement).

**TECHNICAL LANDING** is a landing for other than commercial reasons where no physical change of load occurs.

**TICKET** means either the document entitled "Passenger Ticket and Baggage Check" or any electronic ticket data held in the Carrier's data base.

**TRANSFERRING CARRIER** means a carrier who transfers a Unit Load Device to a receiving carrier at a transfer point.

**TRANSIT FLIGHT** is an aircraft making an intermediate landing for commercial reasons where a change of load occurs.

**TRUCK HANDLING** means loading and/or unloading a truck operating as a Truck Service.

**TRUCK SERVICE** means a service operated by truck on behalf of an airline carrying loads documented in accordance with the applicable IATA and/or ICAO rules, regulations and procedures. In the Main Agreement and in Annex A, the word "aircraft" will read "truck" and "flight" will read "truck service" when it concerns the handling of a truck as meant under the above definitions. In Section 5, Item 5.5.5 of Annex A, the word "vehicle" means a conveyance of any kind to be used within the ramp area for transport of cargo between warehouse and truck or between two trucks or between two warehouses.

**TURNROUND FLIGHT** is an aircraft terminating a flight and subsequently originating another flight following a complete change of load.

**UNIT LOAD DEVICES (ULDs)** means devices which interface directly with an aircraft restraint system and are registered by the IATA ULD Technical Board.



## MAIN AGREEMENT

An Agreement made between:

having its principal office at:

hereinafter referred to as 'the Carrier' or 'the Handling Company' as the case may be,

and:

having its principal office at:

hereinafter referred to as 'the Handling Company' or 'the Carrier', as the case may be,

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

WHEREBY THE PARTIES AGREE AS FOLLOWS:

### ARTICLE 1. PROVISION OF SERVICES

#### 1.1 General

The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

It is not considered necessary or possible to specify every detail of the services it being generally understood what such services comprise and the standards to be attained in their performance.

#### 1.2 Documents for Ground Handling

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardized formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

#### 1.3 Scheduled Flights

The Handling Company agrees to provide for the Carrier's Aircraft for flights operating on an agreed schedule at the location(s) mentioned in the Annex(es) B, those services of Annex A as are listed in the Annex B for the respective locations. The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft.

#### 1.4 Extra Flights

The Handling Company will also provide the services to the Carrier's Aircraft for flights in addition to the agreed schedule at the same locations, provided that reasonable prior notice is given and the provision of such additional services will not prejudice commitments already undertaken.



## **1.5 Priority**

In case of multiple handling, priority shall, as far as possible, be given to aircraft operating on schedule.

## **1.6 Emergency Assistance**

It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in the event of an emergency including but not limited to, forced landings, accidents or acts of violence.

Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures.

In the absence of Carrier instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s)

In case of an emergency, the Handling Company 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 Handling Company 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 Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities regulations.

The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

## **1.7 Additional Services**

As far as possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions to be agreed between the Parties.

## **1.8 Other Locations**

In case of occasional flights of the Carrier's Aircraft at locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organization, the Handling Company shall, on request, make every effort, subject to the means locally available, to furnish necessary services.

## **ARTICLE 2. FAIR PRACTICES**

**2.1** The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.



**2.2** Neither Party to this Agreement shall disclose any information contained in Annex(es) B to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

### **ARTICLE 3. SUBCONTRACTING OF SERVICES**

**3.1** The Handling Company is entitled to delegate any of the agreed services to subcontractors with the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself. Any subcontracting of services and the provider(s) thereof, will be recorded in the Annex(es) B.

**3.2** The Carrier shall not appoint any other person, company or organization to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, except in such special cases as shall be mutually agreed between the Parties.

### **ARTICLE 4. CARRIER'S REPRESENTATION**

**4.1** The Carrier may maintain at its own cost, its own representative(s) at the location(s) designated in the Annex(es) B. Such representative(s) and representative(s) of the Carrier's Head Office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not interfere with the furnishing of services by the Handling Company.

**4.2** The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organization (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company at the location(s) designated in Annex(es) B. Such notice shall contain a description of the services to be supervised.

The Supervisor shall have the same authority as defined above in Sub-Article 4.1 for the Carrier's own representative.

**4.3** Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

### **ARTICLE 5. STANDARD OF WORK**

**5.1** The Handling Company shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, in accordance with the Carrier's instructions, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.



**5.2** The Handling Company will carry out all other services in accordance with the Carrier's procedures and instructions, or as mutually agreed. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.

**5.3.** The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive treatment not less favorable than that given by the Handling Company to other Carriers or its own comparable operation at the same location.

**5.4** The Handling Company agrees to ensure that authorizations of specialized personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorized personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

**5.5** The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.

**5.6** In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures and the aforementioned request(s) of the Carrier in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.

**5.7** The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.

**5.8** The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 5.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

**5.9** The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annex(es) B. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.

**5.10** In the provision of the Services, the Parties agree to comply with any applicable data protection laws.

**5.11** The Handling Company will supervise and manage its own activities and/or those subcontracted as agreed/covered scope of services with Annex B.

**5.12** The Handling Company Shall be able to demonstrate a Safety management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

## **ARTICLE 6. REMUNERATION**

**6.1** In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the respective Annex(es) B. The Carrier



further agrees to pay the proper charges of the Handling Company and to discharge all additional expenditure incurred for providing the services referred to in Sub-Articles 1.4, 1.6, 1.7 and 1.8.

**6.2** The charges set out in Annex(es) B do not include:

- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company 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 outlined above shall be borne ultimately by the Carrier;

## **ARTICLE 7. ACCOUNTING AND SETTLEMENT**

**7.1** The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B.

**7.2** Settlement shall be effected through the IATA Clearing House unless otherwise agreed in Annex(es) B.

## **ARTICLE 8. LIABILITY AND INDEMNITY**

In this Article, all references to:

- (a) “the Carrier” or “the Handling Company” shall include their employees, servants, agents and subcontractors;
- (b) “ground support equipment” shall mean all equipment used in the performance of ground handling services included in Annex A, whether fixed or mobile, and
- (c) “act or omission” shall include negligence.

**8.1** Except as stated in Sub-Article 8.5, the Carrier shall not make any claim against the Handling Company 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 Handling Company in the performance of this Agreement 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 Handling Company 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 Handling Company 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 Handling Company in performing this Agreement then upon such decision of the Court the indemnity of the Carrier to the Handling Company 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.

**8.2** The Carrier shall not make any claim against the Handling Company 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 Handling Company in the 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 or loss would probably result.

**8.3**

- (a) Notwithstanding the provisions of Sub-Article 8.1, 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.

**8.4** The Handling Company 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 Handling Company, its servants, agents or subcontractors; and
- (b) damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the 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 or loss would probably result.

**8.5** Notwithstanding Sub-Article 8.1(d), the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling



Company's negligent act or omission PROVIDED ALWAYS THAT the Handling Company'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 which shall not, in any event, exceed USD 1,500,000 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 Sub-Article 8.5 does not affect or prejudice the generality of the provisions of Sub-Article 8.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

**8.6.** Furthermore, notwithstanding Sub-Article 8.1.(c), the Handling Company 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 Handling Company in the provision of the services and/or the supply of goods under this Agreement PROVIDED ALWAYS THAT the Handling Company'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 1,000,000, 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 Handling Company shall never exceed the liability of the Carrier.

**ARTICLE 9. ARBITRATION**

In the event of any dispute or claim concerning the scope, meaning, construction or effect of this Agreement, 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 of the state or jurisdiction set out in Annex(es)B, by the courts set out in Annex(es) B without regard to principles of conflict of laws.

**ARTICLE 10. STAMP DUTIES, REGISTRATION FEES**

**10.1** All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of either Party to this Agreement, are payable by that Party.

**10.2** All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of the location(s), as mentioned in the Annex(es) B and not being a location situated in the country of either Party to this Agreement will be shared equally between the Parties.

**ARTICLE 11. DURATION, MODIFICATION AND TERMINATION**

**11.1** This Agreement shall be effective from ..... the date specified in the respective Annex(es) B. It shall supersede any previous arrangements between the Parties governing the provision of services at locations for which there are valid Annex(es) B to this Agreement.



**11.2** Modification of, or additions to this Agreement shall be recorded in Annex(es) B.

**11.3** Any notice referred to under this Article 11 given by one Party under this Agreement shall be deemed properly given if sent by registered letter, or by other means where proof of receipt or acknowledgement is obtained, to the respective office of the other Party as recorded in the Annex(es) B. In the case of a registered letter notice shall be considered to be served on the date of receipt.

**11.4** This Main Agreement shall continue in force until terminated by either Party giving sixty days prior notice to the other Party.

**11.5** Termination by either Party of all or any part of the services to be furnished at a specific location requires sixty days prior notice to the other Party. In the event of part termination of services, consideration shall be given to an adjustment of charges.

**11.6** Any Annex(es) B to this Agreement exceeding a defined period of validity, shall continue in effect until terminated by either party providing sixty days prior notice to the other Party.

**11.7** In the event of the Carrier's or the Handling Company's permit(s) or other authorization(s) to conduct its air transportation services, or to furnish the services provided for in the Annex(es) B, wholly or in part, being revoked, cancelled, or suspended, that Party shall notify the other Party without delay and either Party may terminate the Agreement or the relevant Annex(es) B at the effective date of such revocation, cancellation or suspension by giving to the other Party notice thereof within twenty-four hours after such event.

**11.8** Either Party may terminate this Agreement and its Annexes at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganization or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.

**11.9** Both Parties shall be exempt from obligation if prompt notification is given by either Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes;—

- labor disputes involving complete or partial stoppage of work or delay in the performance of work;
- force majeure or any other cause beyond the control of either Party.

**11.10** In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.

**11.11** The Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however, that the Handling Company has given notice in writing to the Carrier not less than sixty days prior to the revised charges becoming effective. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect.



**11.12** Notwithstanding Article 11.11, when changes occur in the schedule, and/or frequencies and/or types of aircraft, other than those set out in Annex(es) B, which affect the handling costs, either Party shall have the right to request an adjustment to the handling charges as from the date of the change provided that the Party concerned does inform the other Party within thirty days of the change.

	Signed the	Signed the
	at	at
	for and on behalf of	for and on behalf of
	by	by