

**GENERAL TERMS AND CONDITIONS OF ABS JETS, Inc. (hereinafter referred to as “ABS Jets”)  
FOR HANGARING AND PARKING AIRCRAFT**

(hereinafter referred to as “GTC”)

GTC shall be binding for all employees and/or representatives of the purchaser of the hangaring and parking services (hereinafter referred to as the “Client”) when hangaring aircrafts in the ABS Jets hangars in the Czech Republic and when parking on the ABS Jets parking areas at the Prague Ruzyně International Airport – LKPR/PRG.

Besides the above stated GTC, the Client undertakes to also comply with the regulations of the LKPR/PRG operator, i.e. Prague Airport, Inc. (hereinafter referred to as the “Airport”).

**Declaration**

1. ABS Jets owns and operates hangars for hangaring aircrafts;
2. ABS Jets provides handling and hangaring services to third parties and it is a certified holder of valid permits and licenses to conduct such activities via its own, fully trained employees;
3. ABS Jets declares that it has a valid liability insurance for damages caused by its operational activities conducted for third parties and the Aviation Premises, Hangarkeepers & Handling and Products Liability insurance.

**Entrance and movement in the hangars and on the parking areas**

1. The hangars and parking areas of ABS Jets are located in a nonpublic and restricted SRA part of the airport. In accordance with the valid legal regulations, the Airport has therefore the right to allow a time-limited entrance or to restrict or to forbid entrance and movement of people in the areas in question, and it can do so even without stating any reasons for its decision. In such a case, ABS Jets shall not be responsible for any incurred damages.
2. The Client can enter and move throughout the hangar and on the parking area only with the knowledge and/or in the company of an employee and/or representative of ABS Jets (hereinafter referred to as the “Accompanying Person”) and in the “Visit regime”.
3. The Client can be subjected to a security check, inspection of things brought in / taken out of the premises or a test for determining presence of alcohol or psychotropic substances at any time. While being on the premises in question, the Client shall be obliged to comply with the instructions of the accompanying person and to wear the given issued visitor or identification card visibly attached to its clothing.
4. In order to protect civil aviation against illegal activities and to secure safety of persons and assets, ABS Jets operates a camera recording system (CCTV) in its hangars and on the parking areas.

**Rights and obligations of the Client when hangaring and parking aircraft**

1. The Client shall have a preferential right to hangar and to park its aircraft based on the concluded contract.
- In other cases, hangaring and parking shall be allowed based on a written order only if there is a free capacity to do so.
2. ABS Jets reserves the right to determine the order and location of the aircraft and, if necessary, to refuse to provide this service.
  3. After landing, the aircraft shall be left on the given determined position in a condition that allows for its towing.
  4. Aircraft towing can be conducted only by trained personnel of the ABS Jets handling, using the appropriate equipment.
  5. In cases justified from the operational and safety perspective, employees of the ABS Jets handling shall have the right to refuse to handle an aircraft. In such a case, the Client shall be obliged to respect such a decision until it is repealed.
  6. Aircraft hangaring and parking requirements shall be demonstrably submitted to the ABS Jets handling employees at least two hours in advance.
  7. In order to be able to verify a given aircraft owner or operator, the Client shall be obliged to submit a copy of AOC and its insurance certificate upon request.

**Hangaring and parking prices**

1. The hangaring and parking prices shall be determined based on the given valid contract or the current price list published at [www.absjets.cz/handling/cenik](http://www.absjets.cz/handling/cenik)

**Handling fuel**

1. Any manipulation with fuel in the hangars and on the parking areas is strictly PROHIBITED.
2. Aircraft shall be refueled exclusively by the fuel provider approved by the Airport at specified locations and using the equipment designated for it.
3. Any leaks of the fuel and other operational liquids shall be immediately reported to the fire department (hereinafter referred to as “HZS LP”) via an ABS Jets handling employee or directly on the HZS LP emergency numbers – see the contacts section below. The Client shall be responsible for any cost incurred in relation to the action by HZS LP and to fixing damages caused by the Client.
4. The Client shall be obliged to adopt all necessary measures for minimizing risks, protecting health and safety of persons and preventing damages of health, assets and the environment.

**Aircraft power units**

1. Starting, testing and operating jet, propeller as well as auxiliary power units shall be done exclusively outside of the hangars at a reserved and for this purpose designated Airport area, in a sufficient and safe distance from the buildings.
2. The Airport shall have the right to determine the time and location for operating the power units and, if necessary, to limit it or forbid it. In such a case, ABS Jets shall have no responsibility for incurred damages.

**Occupational health and safety and fire protection**

1. The Client undertakes to inform all its employees and/or representatives about possible risks and the necessity to comply with the occupational safety and fire protection rules. Furthermore, the Client undertakes to instruct them to conduct their activities in a way as to prevent fire, injury to themselves or to others and damages on health, assets or the environment.
2. Employees and/or representative of the Client shall be obliged to acquaint themselves with the operation and worksite of ABS Jets, the Evacuation plan, locations of the first-aid kits and fire extinguishing equipment and the emergency phone numbers.
3. While working, employees and/or representative of the Client shall be obliged to:
  - a. Use specified protective aids and equipment and to comply with safety signs, notices, signals and instructions;
  - b. Comply with the prohibition to use alcohol and psychotropic substances at the ABS Jets worksites and to submit themselves to tests for the presence of alcohol and psychotropic substances;
  - c. Comply with the absolute prohibition of smoking and use of open fire;
  - d. Notify ABS Jets about all incurred work injuries immediately;
  - e. Conduct their activities with an exceptional care especially when working with electric devices, machines, lines and appliances;
  - f. Conduct handling of chemical substances, and technical, repair, height and hazardous works using only persons that are competent to do so from the health and technical perspectives and that have the appropriate authorizations. They have to be able to produce these authorizations upon request.
4. It is strictly FORBIDDEN to conduct especially the following high-risk works in the hangars and on the parking areas:
  - a. Cutting and welding using flame or electric arc, grinding and cutting high-rotation machines and using open flame;
  - b. Pulverizing, spraying and mechanically applying aerosols, solvents, paints and adhesives;
  - c. Opening, disassembling and filling accumulator cells and batteries.

**The environment and waste management:**

1. In the hangar, ABS Jets provides drinking water and sufficient temperature, light and hygienic conditions. ABS Jets conducts regular cleaning and disinfection of all applicable areas. The fee for regular consumption of water, electric energy, heating and removal of safe communal waste incurred in relation to aircraft hangaring or parking is included in the price for provided services charged to the Client.
2. The Client shall be obliged to conduct its activities in an environmentally friendly manner, not to waste products or sources and to collect the produced waste in containers designated for this purpose.
3. The Client undertakes not to produce any hazardous, toxic or radioactive waste in the hangars and on the parking areas and

not to leave behind items and equipment soiled or damaged by such a waste.

4. In justified cases, employees and/or representatives of ABS Jets shall have the right not to accept or to prevent disposal of the waste of the Client.

**Responsibilities**

1. The Client shall be responsible for all damages caused by its activities; furthermore, the Client shall be obliged to pay for such damages in full.
2. ABS Jets shall not be responsible for damages on health and assets of the Client caused by the Client’s negligence, intentional conduct or an omission.
3. The Client shall be obliged to inform ABS Jets about all damages immediately upon their occurrence.
4. ABS Jets shall not be responsible for damages that have not been reported immediately upon acceptance of given aircraft after its towing, parking or hangaring.

**Obligation to keep information secret and confidential**

1. Any audiovisual recording in the hangars and on the parking areas is strictly PROHIBITED.
2. The Client undertakes to consider all information acquired or made available in relation to hangaring and/or parking confidential and subject to business secret. The Client undertakes to keep such information secret until it becomes publicly known in some other way than by breaching the obligations by the Client (hereinafter referred to as the “Information”). Information that is considered secret and confidential are especially the following data:
  - a. Names of the ABS Jets Clients;
  - b. Flotilla of the ABS Jets Clients;
  - c. Names of the ABS Jets passengers or its Clients;
  - d. Contractual prices and conditions;
  - e. Unauthorized audiovisual records related to ABS Jets or its Clients;
  - f. All Information not explicitly mentioned above that could potentially have a negative business impact on ABS Jets or its Clients or that could lead to undesirable media exposure.
3. The Client shall be obliged to comply with its obligation to keep the Information secret and confidential, to adopt all possible measures for the purpose of preventing leakage of the Information to third persons, not to communicate this Information to any third person and not to allow any third party to acquire this Information.
4. The Client shall be obliged to immediately inform ABS Jets if the Client becomes aware of a breach of its obligation to keep the Information secret and confidential.

**Contractual penalty:**

1. ABS Jets shall have the right to require a contractual penalty amounting to 100,000.00 EUR (in words: one hundred thousand EURO) for any breach of the obligations arising from these GTC and especially for breaching the obligation to keep the Information secret and confidential. However, this right shall have no effect on its right to compensation for damages.

**Final stipulations**

1. These GTC shall be governed by the legal regulations of the Czech Republic.
2. Any legal disputes arisen in relation to these GTC shall be decided by the Arbitrary Court attached to the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with their Regulations by one judge delegated by the chairman of the Arbitrary Court and without any right to appeal such a decision.
3. These GTC shall form an integral part of the Contract on hangaring or the Order for providing hangaring. Consent of the Client with GTC represents a necessary condition for providing the hangaring and parking services by ABS Jets based on a contract on hangaring or an order.
4. These GTC are prepared in the English language.
5. ABS Jets shall have the right to continuously change and/or amend these GTC.
6. The current updated version of GTC is available to the Client in writing upon its request at the employees of ABS handling or in an electronic form at: [www.absjets.cz](http://www.absjets.cz)

<b><u>Contacts</u></b>	<b>Tel.:</b>	<b>E-mail:</b>
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