



TERMS & CONDITIONS

GROUND **H**ANDLING **S**ERVICES



TERMS & CONDITIONS of AFM GROUND HANDLING SERVICES

Between PT. AFM Aviasi Indonesia & Its Customers or Its Service Users

The followings are the terms & conditions of AFM ground handling services that apply to ALL ground handling works that AFM performs or works that's performed by the appointed sub-contractor/s of AFM, or appointed vendor/s of AFM under the instruction or work request of AFM.

These conditions will also constitute terms & conditions of AFM's Standard Ground Handling Agreement (SGHA) with its Customers/Service Users, which can be provided separately upon a written request from a Customer/Service User.

PARTIES INVOLVED

PT. AFM Aviasi Indonesia, having its registered office at **Jln. K.H. Mas Mansyur no. 121, Citylofts Sudirman Building, Suite 1012, Indonesia 10220**, hereinafter referred to as "**The Supplier**", represented by Director **Wando Soeripto**, on one part

and

NAME OF CLIENT, a company established and existing under the laws of **NAME OF COUNTRY**, having its registered office at **ADDRESS OF CLIENT**, hereinafter referred to as "**The Customer**", represented by **NAME OF CLIENT REP**, on the other part,

concluded present Agreement on the following:

1. SUBJECT OF THE AGREEMENT

1.1. The subject of the present Agreement is the services provision by the Supplier to the Customer as per the following list but not limited by the list:

- Flight clearances application obtaining from the Indonesia DGCA and relevant authorities.
- Handling of passengers and luggage, and if required, cargo and post.
- Handling of crew and luggage.
- Marshalling the aircraft on the tarmac, where applicable.
- Arrangements for fuel uplift and aviation oil needs.
- Arranging / picking up catering order for the aircraft.
- Control and supervision of ramp services for aircraft.
- Providing guarding and security, where applicable.
- Other services may be provided to The Customer on request of crew members or representatives;

2. OBLIGATIONS OF THE PARTIES

2.1. The Customer's obligations are:

- 2.1.1. To send the requests for the preliminary information provision by the Supplier. To furnish and update the Supplier with the information and documents essential for the services provision and to update any changes that may or will affect the smoothness and legality aspects of the planned flights.
- 2.1.2. To arrange timely and complete payments for the services provision by the Supplier in accordance with the Paragraph 4 of the present Agreement.

2.2. The Supplier's obligations are:

- 2.2.1. To apply to the respective authorities for traffic rights and flight clearances obtaining, to negotiate the terms and conditions of the flights, to record the permit obtained and inform the Customer.
- 2.2.3. To execute operational coordination of the flight terms and conditions over the Customer's aircraft flights.

3. THE TERMS OF OBLIGATIONS EXECUTION AND PARTIES COORDINATION

- 3.1. All flight request revisions and addendum to previously sent flight request applications are allowed to the Customer. All these revisions will be communicated to the Supplier in written.
- 3.2. If the Customer cancels the request, than services actually provided by the Supplier plus all the incurred cost of whatever arrangement that have been agreed for the said flight shall be paid in accordance with the terms of the Paragraph 4 of the present Agreement.

4. FINANCIAL SETTLEMENT

- 4.1. Prices vary.
- 4.2. The Customer shall reimburse all the disbursements to the Supplier occurred with the services provision and pay disbursement fee of 10 % from actual expenses.
- 4.3. The payment for services should be made by bank transfer under the invoice of Supplier within the period of **14 (fourteen) days** after invoice has been received by the Customer.
- 4.4. The Supplier shall have the right to make additional invoices / credit notes for the services provision to the actual invoices issued by the Supplier to the Customer.
- 4.5. All expenses for bank transfers in favor of Supplier should be paid by the Customer and vice versa.
- 4.6. It is expressly agreed that neither Party shall be entitled to offset its counter invoices and claims.
- 4.7. Any payment shall be made by bank transfer to Supplier account as specified here below:

Bank Details:

Beneficiary Name: **PT. AFM Aviasi Indonesia**

Beneficiary Bank Name: **Bank Central Asia**

Beneficiary Bank Address: **Sahid Sudirman Branch Jakarta – Indonesia**

Bank SWIFT Code: **CENAIJJA**

Beneficiary Account No.:

US Dollar currency (USD): **526 531 6139**

The Supplier will advise the Customer should there be a change on bank account details. Without that notice, signed by the Financial Controller of the Supplier, in no circumstance at all a Customer is to transfer a payment to a different bank account. Should an Indonesia Rupiah currency (IDR) bank account is required, the account number is 5265316899.

5. LIABILITIES

The Supplier provides an insurance coverage as follows:

Combined Single Limit Liability	Up to	US\$ 75.000,- per accident
Property damage/s	Up to	US\$ 25.000,- per accident
Total injuries	Up to	US\$ 5.000,- per accident

Terms & conditions to refer to the insurance contract policies between The Supplier and its Vendor.

6. INDEMNITY

The Customer shall not make any claim against The Supplier and shall indemnify The Supplier 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; (b) injury or death of any employee of The Customer; (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 any consequential loss or damage; arising from an act or omission of The Supplier 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.

7. SUBCONTRACTING

Subcontracting of Services 1.1, The Supplier is entitled to delegate any of the agreed services to subcontractors without The Customer's consent. It is understood that, in this case, The Supplier shall be responsible to The Customer for the proper rendering of such services as if they had been performed by The Supplier itself.

8. DURATION OF THE AGREEMENT

- 8.1. The present Agreement shall come into force on January 01, 2020 until further change/s.
- 8.2. The terms & conditions in this agreement can be made without prior notice.

9. FORCE MAJEURE

If as a result of Force Majeure - meaning circumstances which are beyond the reasonable control of the Party concerned and shall include acts of God, revolution or other disorders, wars, acts of enemies, fire, flood, storm or other natural phenomena, labor dispute, riot, insurrection, accident, and including strikes, lockouts and other industrial disturbances even if they were not "beyond the reasonable control" of the Party any Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then the obligations of the Party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused and for such reasonable period thereafter as may be necessary for the Party to put itself in the same position that is occupied prior to the Force Majeure shall notify the other Party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments.

10. CONFIDENTIALITY

The Parties shall, during the duration of this Agreement and thereafter keep all Confidential information – meaning any proprietary, secret or confidential Information regarding one Party or any of its Affiliates, including, without limitation, all and any information constituting or relating to any business data, but not including any information that becomes publicity known other than as a consequence of a breach of a confidentiality obligation, or that was known by the other Party prior to its disclosure other than as a consequence of a breach of a confidentiality obligation; having the other Party the burden of proof in that respect – confidential.

11. NOTICES

Except as otherwise specifically provided, all notices authorized or required between the Parties by any of the provisions of this Agreement shall be in writing (in English) and delivered in person or by courier service or by any electronic means of transmitting written communications which provides written confirmation of complete transmission, and addressed to such Parties.

12. APPLICABLE LAW – DISPUTE RESOLUTION

Any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, interpretation, validity, termination or enforceability

(including any non-contractual dispute or claim) (“Dispute”), shall be referred to and finally resolved by arbitration administered by the Badan Arbitrase Nasional Indonesia (BANI) in accordance with the Arbitration Rules of the Badan Arbitrase Nasional Indonesia (“BANI Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. This arbitration agreement shall be governed by the laws of Indonesia. The seat of the arbitration shall be Indonesia.

13. SEVERANCE OF INVALID PROVISIONS

If and for so long as any provision of this Agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

14. MISCELLANEOUS

14.1. The Supplier has the right to make changes to the Attachment 1 to the present Agreement with the obligatory informing of the Customer. The changes are considered accepted if the Customer does not complain within a period of 7 calendar days upon receipt.

14.2. The present Agreement is set in 2 (two) counterparts and each counterpart shall be deemed an original Letter for all purposes; provided that no Party shall be bound to this Letter unless and until all Parties have executed a counterpart.

15. DETAILS OF THE PARTIES

THE SUPPLIER:

PT. AFM Aviasi Indonesia
Citylofts Sudirman Building, 10th Floor
Jln. K.H. Mas Mansyur no 121, Unit 1012
Jakarta 13610 – Indonesia

THE CUSTOMER:

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Director

Director

Wando Soeripto

Date:

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Date:
