

WFS GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - PURPOSE AND SCOPE

The purpose of the present General Terms and Conditions (T&C) is to govern the contractual relations between a Client and the Handling company (WFS), with regards to any undertaking or transaction pertaining but not limited to ramp services, cargo and mail services, support services and any other logistic services provided by WFS. These T&C may be updated from time to time and may be found at <https://www.wfs.aero>. These T&C prevail over any other general or special term and conditions issued by the Client, but if Special T&C are agreed with the Client to the extent that they are inconsistent with these T&C, they will have precedence over these General T&C.

Article 2 - PERFORMANCE OF THE SERVICES

The Client shall issue all necessary instructions to WFS for the performance of ramp services, cargo and mail services, support services, and any other logistic services. Unless otherwise agreed between the parties, WFS is not required to verify documents (commercial invoice, packing note, etc.) provided by the Client. Any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each service and shall be expressly approved by WFS.

Article 3 - OBLIGATIONS OF THE CLIENT

Declaratory Obligations: The Client shall be solely liable for all the consequences resulting from any failure to provide the information and completed declaration required by custom's regulations regarding the specific nature and the specificity of the goods where the latter require specific provisions, as well as their dangerousness or fragility. The Client shall be solely liable, with no right of redress against WFS, for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries.

Customs formalities: The Client shall hold the WFS customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, freezing or seizure of the goods, and fines etc., to/by the relevant public authority. If the goods are customs cleared under a preferential status that was entered into or granted by the European Union or any other countries custom's authority, the Client guarantees that it has taken all the necessary pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled. WFS shall not be liable for the failure of any goods to comply with the quality or technical standardisation rules.

Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Client for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Client arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

The liability of WFS is limited to that incurred by the contracting parties in the framework of the operation entrusted to WFS.

Unless the Parties agree otherwise, where WFS's personal liability is incurred, for any reason and in any capacity, it shall be strictly limited to direct damages to goods attributable to losses and damages during the operation, and any consequences resulting thereof, up to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount exceeding €750 per disputed package or unit load with a maximum amount of €60,000 per event.

Should WFS's personal liability be incurred for any other damages, the compensation owed by WFS shall be strictly limited to the price of transportation goods (exclusive of duties, taxes and miscellaneous costs)

or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses.

Nothing in this T&C shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation. WFS is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which WFS operates and is engaged.

Article 5 – PAYMENT TERMS

Services shall be payable by direct debit, bank transfer or credit card upon receipt of the invoice, and in all instances, within 30 calendar days from the date of the invoice. Any dispute relating to an invoice shall be raised, in total or in part, within 10 calendar days of its receipt. If only part of the invoice is disputed, the non-disputed part shall be paid as per the terms herein T&C. No discount shall be granted for any early payment issued before the due date as appearing on the invoice.

For any late payment, the defaulting party shall owe (i) late payment fees at the legal interest rate applicable at the relevant time by the European Central Bank plus 8 points of percentage, as well as, (ii) a fixed recovery costs indemnity of 40 (forty) Euros, as defined by the Act 15/2010 of July 5th, 2010, enacting the UE Directive 2011/7/EU of February 16th, 2011.

Both the late payment fees and indemnity are due as of right, without a notice being necessary, and without prejudice to any possible remedy, for any other damages arising directly from such delay in payment, including WFS's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in WFS's possession, in order to guarantee any debt.

Article 6 - ASSIGNMENT/NOVATION

6.1 Neither Party may assign, novate or transfer its rights, benefits and/or obligations under these T&C to any third party without the prior written consent of the other Party.

6.2 Notwithstanding the foregoing, the Client agrees that the WFS may, without the need for further consent or action from the Client, assign, novate or transfer all of its rights, benefits and/or obligations under these T&C to any SATS Affiliate.

6.3 Unless otherwise agreed by the Parties:

- (a) in the case of an assignment, the relevant SATS Affiliate shall assume all the rights and benefits of the WFS under these T&C upon the effective date of such assignment; and
- (b) in the case of a novation or transfer, the relevant SATS Affiliate shall assume all the rights, benefits and obligations of the WFS under these T&C as if it were the original party in place of the WFS upon the effective date of such novation or transfer.

6.4 The WFS shall provide the Client with written notice of any such assignment, novation or transfer identifying the relevant SATS Affiliate and the effective date of such assignment, novation or transfer. Such notice shall be given no later than five (5) business days prior to the effective date of the assignment, novation or transfer. The Parties further agree to execute and deliver such documents and do all things as may be reasonably required to give effect to such assignment, novation or transfer.

6.5 For the purpose of this clause, "SATS Affiliate" means any entity directly or indirectly controlled by SATS Ltd., where "control" means the ownership (directly or indirectly) of more than 50% of the voting shares of that entity or the right to appoint a majority of the members of its board of directors or equivalent governing body.

Article 7 - COMPLIANCE WITH LAWS AND DATA PROTECTION

In the course of performing its obligations hereunder, each party shall and shall ensure that its personnel, affiliated entities and third parties engaged by such party in respect of activities under this T&C

(‘Representatives’), comply with all national or international laws and regulations applicable to the provision of services hereunder (‘Applicable Laws’) including Applicable Laws regarding sanctions, export controls, anti-trust, fair competition, anti-money laundering, anti-bribery, and anti-corruption. The Client represents, warrants and undertakes, as follows: a) as at the date hereof, neither it nor any of its Representatives are or are acting on behalf of persons restricted under any trade law or regulation applicable to the provision of services under this T&C including, for the avoidance of doubt, UN Security Council Resolution, sanctions and export control laws embargoes or restrictive measures of the European Union, individual EU Member States, the United Kingdom, or Singapore, the US Export Administration Regulations, laws regarding sanctions administered by the US Department of the Treasury’s Office of Foreign Assets Control, and other applicable measures related to trade controls and sanctions administered by governmental authorities with jurisdiction over the activities hereunder (collectively “Trade Laws”) (“Restricted Persons”); b) for the duration of this T&C neither it nor any of its Representatives will act on behalf of Restricted Persons; and, c) the Client shall not, and shall ensure its Representatives shall not, take any actions that shall result or are reasonably likely to result in a violation of Trade Laws by WFS including by using WFS’s services, for the benefit of a country sanctioned under Trade Laws, a Restricted Person, an aircraft that (i) is restricted or designated under Trade Laws, or (ii) has been identified by the US Department of Commerce’s Bureau of Industry and Security as subject to restrictions under the US Export Administration Regulations (“Restricted Aircraft”), or cargo that has been, or is to be, imported or exported in violation of Trade Laws. In the event that WFS forms a reasonable, good faith belief (i) that Client or one of its Representatives has engaged in conduct in violation of this T&C, Applicable Laws or Trade Laws in connection with any services or transactions hereunder, has become a Restricted Person or is acting on behalf of a Restricted Person or a country sanctioned under Trade Laws, or (ii) that the provision of services hereunder could be for the benefit of a Restricted Aircraft, or (iii) that the provision of services hereunder could put WFS in breach of Applicable Laws or its internal policies regarding compliance with Trade Laws, WFS reserves the right to suspend the services or terminate the contractual relationship between the parties. Upon doing so, no further compensation shall be owed by the WFS to the Client for or in connection

with any past, pending or future transaction or for any other reason under this T&C.

To the extent any personal data is being processed by the parties, each party certifies and warrants that it complies with all obligations imposed on it by the applicable personal data protection laws including (a) European Union or Member State laws with respect to any personal data in respect of which it is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any personal data in respect of which it is subject to any other data protection laws. Each party certifies that it will be able to prove such compliance at the other party’s request. Each party undertakes to: (i) strictly process personal data for the purposes necessary in the provisions of the services and, more generally, if it is acting as the data processor, to act only pursuant to the other party’s written instructions; (ii) ensure the protection of the personal data and of the related processing in compliance with the applicable regulation; (iii) ensure an appropriate level of security considering the risks of the processing and the nature of the data concerned by implementing appropriate technical and organizational measures; (iv) cooperate in order to comply with a request for the exercise of the rights guaranteed by applicable data protection law ; (v) report promptly and in written any incidents relating to the processing and security of personal data processed on behalf of the other party; (vi) provide all necessary cooperation in order to minimize the consequences of such incidents with regard to the persons concerned, and to allow the other party to fulfil all its legal obligations; (vii) allow the other party to carry out security audits when the latter considers it necessary, (viii) must not appoint a sub-processor without the prior written consent of the other party (ix) not transfer the personal data processed outside of the European Union without the implementation of an alternative mechanism of personal data protection, (x) promptly delete or return the personal data upon request of the other party or at the end of the retention period, in accordance with the applicable regulation.

Article 8 – JURISDICTION AND GOVERNING LAW

Any dispute or claim that may arise between the Parties shall be exclusively governed by the laws of the country where ‘s services are provided. In the event of any dispute or claim that cannot be resolved amicably between the Parties, the Courts of the country where WFS provide the services and is registered, have jurisdiction, even in the event of multiple defendants or third-party defendants