

Company Details

Company name:	
Office address:	
City:	State:
Zip/Postal code:	Country:
Head office address:	
City:	state:
Zip/postal code:	country:
Phone number 1:	
Phone number 2:	
Fax number:	
Website :	
Date of incorporation:	
Nature of business:	
Type of incorporation:	
Registration / Trade license number:	

General Manager Contact

Name:
Title:
Contact number/s:
E-mail:

Director Contact

Name:
Title:
Contact number/s:
E-mail:

Head of flight operations department

Name:
Title:
Contact number/s:
E-mail:

Finance department

Name:
Title:
Contact number/s:
E-mail:

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Bank Information

Bank account name:	
Bank name:	
Bank address:	
Account Number:	
IBAN:	
SWIFT code:	
Invoicing Preferences Currency 1 :	Bank account reference person:
Invoicing Preferences Currency 2 :	Title:
Credit line requested :	Contact number:
Payment : Upon receiving invoice or (.....) days	Fax number:
Date of account opening:	Email:

Trade name reference's

Company name:
Company address:
Contact person:
Title:
Contact number:
Fax number:
E-mail:

Company name:
Company address:
Contact person:
Title:
Contact number:
Fax number:
E-mail:

The aircraft listing below reflects those aircraft that Company has selected to be added in the company account

	Aircraft Registration #	Aircraft Type #	Based	AOC Availability (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				

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### 1. Scope Of Services

The following terms of sale and supply shall constitute the general terms and conditions (the „Terms and Conditions“) of Atlantic FuelEx These Terms and Conditions shall constitute a binding agreement between Atlantic FuelEx and Customer, and shall govern all matters relating to the purchase of products and services (the „Services“) by Customer from or through any arrangement made by Atlantic FuelEx

### 2. Fuel

2.1. Quality. Any aviation fuel (the “Fuel”) supplied pursuant to these Terms and Conditions shall meet one of the following specifications, as set forth in the relevant purchase order or other written agreement accepted by Atlantic FuelEx : Grade Jet A-1, Joint Fueling System Check List, “Aviation Fuel Quality Requirements for the Jointly Operated Systems,” Kerosene Type Fuel, latest issue; ASTM Standard D1655, “Specification for Aviation Turbine Fuels” Jet A/Jet A-1, latest issue; British Ministry of Defense Standard DEF STAN 91-91, Turbine Fuel, Aviation “Kerosene Type,” Jet A-1, latest issue; (d) IATA Guidance Material for Aviation Turbine Fuels Specifications, Jet A/Jet A-1 latest issue.

2.2. Quantity. All quantities of Fuel purchased for Customer’s account shall be measured and determined based upon meter readings at the delivery location. No adjustment for ambient temperature shall be made to Fuel quantities unless otherwise determined by Atlantic FuelEx in its sole discretion.

2.3. Inspection. Subject to approval by applicable authorities, Customer shall have the right, at its own expense, to conduct inspection at the time of Fuel delivery; any Fuel purchased pursuant to these Terms and Conditions prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in Section 2.1 hereof or any applicable purchase order or other written agreement, Customer shall have the right, by written notice, to either reject such Fuel or require its correction. In no event shall claims of non- conformity for quality, quantity or otherwise be accepted more than seven (3) days after delivery. Buyer shall give a reasonable notice of its intention to conduct inspection.

2.4. Delivery, Title and Risk of Loss. Subject to the terms of Article 5 hereof, delivery shall be deemed complete and title and risk of loss to the Fuel shall pass to Customer when the Fuel passes, as applicable the first flange connection of the receiving storage system or the inlet coupling of the receiving aircraft.

2.5. Customer Responsibilities. Customer shall have sole responsibility for operating all appropriate switches, valves, and fuel quantity indicators on Customer’s aircraft. Where local airport regulations permit fuelling or defueling of aircrafts while passengers are on board, such fuelling or defueling may be undertaken by or on behalf of Atlantic FuelEx In such instances, Customer hereby agrees to (i) provide an indemnity with respect to such activities on the terms set forth in this Article 3, (ii) ensure that Customer and all Customer Associates comply with the provisions of local airport regulations relating to the operation, (iii) ensure that instructions regarding the safety of passengers are issued to and observed by all applicable Customer Associates, (iv) ensure that all passengers embarking or disembarking the aircraft are safely moved under the supervision of competent personnel via a safe route away from such operations and are actually prevented from smoking or causing any other potential source of ignite on, and are prevented from lingering. Customer agrees to indemnify and hold Atlantic FuelEx harmless against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever, and against all associated costs (including legal costs) and expenses that arise out of or are connected with actions or omissions in the performance by Atlantic FuelEx of any or all of the activities described in this Article 3.

### 3. Prices, Taxes, Duties

3.1. Price. Atlantic FuelEx reserves the right to adjust prices at any time immediately upon notice to Customer. If at the time of giving such notice, Atlantic FuelEx is unable to specify the amount of any surcharge applicable to a delivery location, the surcharge to be applied to that location shall be Atlantic FuelEx ’s best estimate of such amount and the necessary adjustment shall be made as a soon as possible thereafter.

3.2. Taxes, Fees, Duties. All prices are quoted in US Dollars or where essential in local pursuant to the prior Agreement or written confirmation between Customer and Atlantic FuelEx In case of the conversion of other currencies to US Dollars the exchange rate is to be used on the date on issuance of the invoice. All prices exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefore. Customer will present Atlantic FuelEx with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, and declarations or otherwise, in a form and format, and on or before whatever due date. Customer’s failure to provide Atlantic FuelEx with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer.

### 4. Invoicing

4.1. Atlantic FuelEx shall invoice Customer for all sums due for Fuel and/or Services sold pursuant to these Terms and Conditions. Atlantic FuelEx ’s invoices shall be denominated in U.S. Dollars or local currency pursuant to the prior Agreement between Customer and Atlantic FuelEx Any delay by Atlantic FuelEx invoicing Customer shall not relieve Customer of its payment obligations under these Terms and Conditions. Invoices sent by mail, fax or electronic transmission shall all be considered original invoices.

4.2. Customers’ acceptance of the services sold by Atlantic FuelEx named on the invoice shall be full and final agreement. Unless a claim is raised by a Customer in writing and is received within 3 days from the date of receipt the invoice.

4.3. Customers shall receive invoice by email in PDF format unless agreed otherwise in writing.

4.4. Payments shall be made in accordance with the prior written agreement between Atlantic FuelEx and the Customer for the delivery of any Fuel and/or Services. If upon such written consent, Customer is not required to make any payments in advance unless it’s, Customer shall pay all invoices on the earlier of the due date specified on the applicable invoice, where credit terms were agreed with the Customer and written in the agreement. Customer will be responsible for their respective banking charges. Customer shall initially pay the full amount due under any invoice to Atlantic FuelEx and any on quality/quantity disputes shall be resolved between Customer and Atlantic FuelEx after such payment has been made. In no event shall Customer have the right to withhold payment of any undisputed amounts or fees. Past due amounts shall accrue interest at a rate of fifteen (15%) per annum, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Customer shall be liable for all fees and costs, including without limitation attorney’s fees, incurred by Atlantic FuelEx in connection with any collection activities undertaken by Atlantic FuelEx for the non-payment of any amounts due hereunder by Customer. Atlantic FuelEx reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further deliveries of Fuel and/or Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, if Customer’s outstanding balances exceed the applicable credit limit, or if Atlantic FuelEx , in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer

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**5. Claims**

5.1. Quality/Quantity complaints shall be notified by the Customer in written form within 3 days after delivery. If the claim was not made within 7 days after delivery, it represents a waiver of the right to claim.  
 5.2. Limitation on Claims. No action shall be brought against Atlantic FuelEx by Customer arising out of any purchase of Fuel and/or Services under these Terms and Conditions more than two (2) years from the date of delivery of such Fuel and/or Services.

**6. Liability**

6.1. Third Party Vendors. Any Fuel and/or Services delivered pursuant to these Terms and Conditions shall be delivered by independent contractors. Atlantic FuelEx shall coordinate and make any arrangement for Fuel and/or Services with such independent contractors. In no event shall Atlantic FuelEx be liable for any acts or omissions of agents, independent contractors or subcontractors, including without limitation field transporters, into-plane agents or service providers.  
 6.2. Indemnity. Atlantic FuelEx and Customer acknowledge and agree that these terms and conditions and the transactions consummated pursuant hereto and any applicable purchase order or agreement are not intended to benefit or create any rights or causes of action in or on behalf of any person other than Atlantic FuelEx and Customer. In that regard, Customer agrees to indemnify, defend and hold harmless Atlantic FuelEx, its shareholders, officers, employees and agents from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel and/or services provided hereunder. In no event shall Atlantic FuelEx be liable to customer or any third party for any consequential, incidental, indirect, special or punitive damages under any circumstances.

**7. Force Majeure**

Neither party shall be liable for its failure to perform hereunder as a result of any contingency beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, sabotage, riots, terrorism, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain product, equipment or transportation, and any other similar or different contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency, all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable shall be reduced by the quantity so omitted. If, due to any such occurrence, Atlantic FuelEx is unable to supply the total demands for any Fuel and/or Service, Atlantic FuelEx shall have the right, in sole discretion, to allocate its available supply among its customers, departments and divisions in a fair and equitable manner. Notwithstanding the foregoing, in no event shall an event of force majeure release Customer from its obligation to pay, on a timely basis, for Fuel and/or Services already delivered or performed by Atlantic FuelEx upon the occurrence of such event.

**8. Confidentiality, Customer Information and Privacy**

8.1. Confidentiality. These Terms and Conditions, and all terms relating to the supply of Fuel and/or Services by Atlantic FuelEx to Customer, including without limitation, pricing information, are confidential. Neither Party shall disclose any such information to any third party without the prior written consent of the other.  
 8.2. Customer Information. Customer hereby authorizes to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning Customer's and guarantors' credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance coverage. In addition, Customer may be requested to provide further authorizations and disclosures, and satisfy other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements.

**9. General**

9.1. Assignment. Customer shall not assign any right or delegate any obligation arising under these Terms and Conditions without the prior written consent of Atlantic FuelEx. All amounts due from Customer pursuant to these Terms and Conditions may be assigned or pledged at any time by Atlantic FuelEx, in its sole discretion, without prior notice to, or consent of, Customer. Fuel and/or Services may be provided by contractors, agents or subcontractors of Atlantic FuelEx. Customer shall look only to the Responsible Party for performance hereunder, and for claims or damages arising from any breach of these Terms and Conditions, and no other party shall be liable hereunder. In any Action to collect amounts due hereunder, or to otherwise enforce the terms hereof, the Responsible Party (or the party which has been assigned the invoice or account receivable in question) shall be the only necessary party in such Action, and no other party shall be required to join in such Action or be a party thereto.  
 9.2. Waiver and Amendment. Failure by Atlantic FuelEx to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver or amendment of any of the provisions of these Terms and Conditions shall be effective unless it is in written form, and signed by Atlantic FuelEx and Customer. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.  
 9.3. Modifications. All modifications/amendments to the agreement are only valid when expressly agreed upon in written form.  
 9.4. Severability. If any provision of these Terms and Conditions is deemed invalid, void or unenforceable then the remainder of these Terms and Conditions shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.  
 9.5. Headings. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms and Conditions.  
 9.6. Notices. All notices, requests, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person, by courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail or return receipt requested. Either party may by written notice to the other change the address, telex or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.

Signature:-

Date	
Name	
Signature	