

## 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

## 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