

Terms and conditions of sale (the T&Cs) "Luxair, Société Luxembourgeoise de Navigation Aérienne S.A., a public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 25 rue Gabriel Lippmann, L-5365 Munsbach, with postal address at L-2987 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 4109. (Luxair) relating to Products purchased by Buyer to Luxair

Unless otherwise specifically agreed to in writing by Luxair ("Caterer") and the person or persons or company who is purchasing to the Caterer the Products ("Buyer") pursuant to the acceptance of the Order (each referred to as a "Party" and together referred to as the "Parties"), the following terms shall apply to all transfers of Product between Caterer and Buyer. Those T&Cs prevail over and exclude any terms or conditions contained in or referred to in any correspondence or document the Buyer generates.

- Ordering Procedure.** Buyer shall place orders for meals (the "Product") in writing by e-mail (catering.coordinator@luxairservices.lu), no later than twenty-four (24) hours prior to the STD ("Orders"). Order shall contain the following information: arrival date of the aircraft, departure date of the aircraft, delivery time, type of aircraft, registration number, expected destination, name of the carrier and contact person, contact telephone, desired tray setup of meals including presentation and any specific request from passenger to avoid any allergic items in the Products. Order shall be sent during the opening hours between Monday and Sunday from 04:00 a.m. to 8.00 p.m. local time in Luxembourg. An Order shall only be considered as binding provided that the Order has been confirmed by Caterer in writing.
- Cancellation and modifications.** Modifications of all or part of any Order are subject to Caterer's prior written consent in each instance. If modification is allowed, Buyer agrees to pay to Caterer all expenses incurred by Caterer on account of the modification. If Buyer cancels an Order confirmed by Caterer, Caterer is entitled to request to Buyer 100% of the charge.
- Last minute Order.** For last minute Order requested by Buyer prior to twenty-four (24) hours STD, Caterer will use its reasonable effort to supply the Products to the Buyer (i.e. *obligation de moyen*) but cannot guarantee such supply. Any last minutes Order will be subject to a supplementary charge. Caterer shall not be liable for any impairment of the contractual services or for flight delays wherever these are based on changes to flight schedule and/or aircraft type and/or the STD occurring below twenty-four (24) hours thereof, or on incorrect or late notification by Buyer.
- Prices.** The prices agreed on an Order do not include any taxes or fees or similar charges, unless expressly agreed otherwise between the Parties in writing. The Buyer shall pay all taxes imposed by any taxation authority and required to be paid by Caterer or the Buyer as a result of, or pursuant to, the sale of Products. The Buyer shall also be responsible for any interest or penalties or associated charges assessed in connection with such taxes. For purposes hereof, "taxes" includes any and all taxes, VAT or sales tax or similar taxation, charges, levies, imposts, excises, duties and any usage fees or similar fees. Customs clearance of Buyer's own goods by Caterer shall be charged on the basis of working hours by Caterer and Buyer shall reimburse Caterer of any necessary expenditure for customs clearance.
- Payment Terms.** Unless otherwise agreed in writing by Caterer and Buyer, Buyer having a credit line with Caterer is under the obligation to pay all due and payable amounts under the invoices within fifteen (15) days of invoice date, without any right of set off, deduction or counterclaim of any kind whatsoever. Unless otherwise agreed in writing by Caterer and Buyer, Buyer having no credit line with Caterer is under the obligation to pay all due and payable amounts upon receipt of the confirmation from Caterer that the Order will be executed, without any right of set off, deduction or counterclaim of any kind whatsoever. Disputes in relation to invoices must be raised by Buyer within fourteen calendar (14) days of the date of the relevant invoice. Buyer agrees that on-time punctual payment of invoices and other amounts due is of the essence of those T&Cs, and that any payments not received on the due date therefore shall accrue interest at a rate equal to three (3) times the currently applicable statutory interest rate. It is understood that such charge is only an interest on the basis of the untimely payment of the amount due and that therefore Caterer shall be entitled to claim all additional costs and damages, including but not limited to, administrative costs, indirect damages, loss of business opportunities, attorney fees' and expenses. If Buyer fails to pay any amounts owing hereunder in full and on, or by, the date due, Caterer may, at its sole discretion and without liability, with a five (5) days prior written notice, suspend the performance of its services under those T&Cs.
- Terms of Delivery.** Risk of loss of all Products sold hereunder shall pass to Buyer upon delivery of the Products to the aircraft door. Title to the Products shall pass to the Buyer upon payment of all due amounts to the Caterer.
- Services, Quantity and delayed deliveries.** Buyer shall supply Caterer with sufficient inflight catering equipment in order to enable the Caterer to provide the services. Caterer assumes no liability toward Buyer if H.A.C.C.P. procedures and rules have not been followed by Buyer. The quantity of any installment of the Products, as recorded by Caterer on the dispatch from Caterer's place of business, is conclusive evidence of the quantity received by Buyer upon delivery, unless Buyer provides conclusive evidence to the contrary. Caterer will not be liable for any non-delivery of the Products to the aircraft, unless Buyer gives written notice to Caterer of the non-delivery within three (3) days following the STD. Caterer's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered. Caterer will deliver the Products within a reasonable time after receiving Buyer's Order (i.e. *obligation de moyen*) and is based upon prompt receipt of all necessary information from Buyer as described in article 2. If Buyer causes Caterer to delay transport or completion of the Products, Caterer will be entitled to invoice any and all extra costs and expenses resulting from the delay.
- Limitation of liability.** Caterer liability towards Buyer shall be limited to any and all proven liabilities, claims, demands, suits, judgments, causes of action, losses, damages, fines and expenses ("Losses") incurred by Buyer, which arise directly out of Caterer's proven gross negligence or willful misconduct in its performance of its obligations under those T&Cs, with Buyer using all commercially reasonable efforts to mitigate any such Losses at all times. Notwithstanding the above, Caterer shall not be liable for any consequential, incidental or indirect loss, punitive damages, or any loss of profit, opportunity, business, revenue or other economic advantage. Caterer's liability towards Buyer under those T&Cs shall not exceed the total purchase price of the Products generated during a period of six (6) months prior to the claim. However for damages to Buyer's aircraft caused by Caterer's proven gross negligence or willful misconduct the liability of Caterer shall be limited to the limits of the deductible amounts under the hull insurance of the respective operated aircraft but in any case limited to one million five hundred thousand United States Dollars (USD 1,500,000) per year. Buyer and its insurers renounce to all claims over this amount against Caterer and its insurer. Any action resulting from Caterer's breach of those T&Cs must be commenced within one (1) year after the cause of action has accrued. Any limitation of liability under those T&Cs applies to any claim, regardless of whether such liability arises from a claim based upon contract, tort or otherwise.
- Confidentiality.** The contents of the Order, any information regarding the Parties and their respective businesses is sensitive, confidential and will not be disclosed by either Party to any third party without the express written consent of the non-disclosing Party, unless the information is manifestly in the public domain at the time of disclosure or such disclosure is required by valid legal process or is otherwise required by law, in which event the Party required to make the disclosure shall give the other Party prompt written notification thereof. Both Parties will ensure, and will be liable for ensuring, that its directors, employees, agents, advisers and subcontractors shall not disclose any confidential information.
- Force Majeure.** For the purpose of those T&Cs force majeure is defined as follows: each circumstance outside the control of Caterer that could reasonably not be foreseen and that makes it impossible for Caterer to partially or completely fulfil its obligations under those T&Cs. Circumstances causing force majeure can be, amongst others: labour unrest (including but not limited to strike, go-slow, work to rule), acts of storm, fire, explosion, flood, earthquake or other natural disaster, act of public enemy, war (declared or not declared), hostility, riot, civil commotion, embargo, terrorism, sabotage, accident, pandemic, epidemic or quarantine restriction, interruption or difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, disruption of computer services, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors to Caterers, or the intervention of any governmental body beyond the reasonable control of Caterer. Caterer shall be released from performance without incurring any liability towards Buyer in case of an event of force majeure and for as long as the event of force majeure continues to exist. Caterer shall be under the obligation to inform Buyer in writing of the circumstances rendering performance impossible. If the event of force majeure exists for thirty (30) consecutive calendar days, then Buyer shall be entitled to terminate those T&Cs with immediate effect in writing unless Caterer is able to provide Buyer a business contingency solution of alternative goods of same function, quality and price.
- Subcontracting and Assignment.** Caterer does not accept any restriction or impediment on its ability to subcontract any part, or all, of the services it is required to perform. Each Party shall not assign its obligations under those T&Cs without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- Insurance.** Each Party undertakes to procure and maintain appropriate insurance coverage throughout the term of those T&Cs with reputable insurers and an insurance certificate confirming coverage will be provided to the other Party upon first written request.
- Termination.** Either Party shall have the right to terminate those T&Cs by providing written notice in the event of the occurrence of one or more of the following circumstances: a) if the other Party fails, in a material way, to perform or comply with any of its material covenants or obligations contained in those T&Cs, and such failure is not capable of being remedied, or in the event such failure is capable of being remedied, but is not remedied and cured in all material respects within twenty (20) days after the date written notice of such failure is delivered to the non-compliant Party; or b) if the other Party is in the process of liquidation or is in the final steps leading towards its liquidation; has an administrator, receiver or statutory manager appointed over all or any of its assets and/or business, provided that in the case of any of the events described above, they are not dismissed or stayed within ten (10) days and are not in order to effect solvent reconstruction of the relevant Party. Any and all remaining amounts due at the time of liquidation to Caterer shall remain due and payable; or (c) as provided in clause 10; or (d) the license or any authorisation of the Party to perform its business is suspended.
- Disputes and Governing Law.** Those T&Cs shall be governed by and construed in accordance with the laws of Luxembourg. The Vienna Convention on the International Sale of Goods is expressly excluded from those T&Cs. The Parties shall make every effort to settle by amicable negotiations any difference which may occur between them in connection with any Order and/or those T&Cs. If the Parties fail to reach such an amicable settlement, either Party may refer such differences for resolution to the exclusive jurisdiction of the courts of the District of Luxembourg.
- Miscellaneous.** No failure or delay by either Party to exercise any right or remedy under those T&Cs shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. In the event any term or provision of those T&Cs is held to be unenforceable, the remaining terms and provisions will be unimpaired and the unenforceable term or provision will be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision.