

**ARTICLE 1. Définitions**

The words or expressions hereinafter have, within the framework of the Order, the following meaning:

Company Data Form: form addressed by DC AVIATION G-OPS to any new Customer to be returned filled in by e-mail at the address specified in article 3

Cooperation Agreement: agreement negotiated and executed by the Parties which sets forth the terms and conditions under which DC AVIATION G-OPS consents to the Customer a credit line, subject to the provision of any evidence of financial solvency, and/or a deposit, and/or a bank guarantee by the Customer, and/or derogations to the GTC and/or to the Tariff sheet

Credit Line Opening Application Form: form issued by DC AVIATION G-OPS to be filled in by the Customer who wishes, subject to the conclusion of a Cooperation Agreement, to open a credit line enabling him to be on credit.

Customer: any natural or legal person, who has its full legal capacity acting within a professional framework as or on the behalf of an air carrier of persons and/or freight

Flight: flight(s) identified in the Handling Confirmation for which the Services are performed under the terms and conditions of the Order

Ground Handling Services Request: email, texts, instant messages (or any other kind of document) by which the Customer requests from DC AVIATION G-OPS to provide Services to it at the Airport Nice Côte d'Azur at the arrival or at the departure of one or of a series of Flight(s)

GTC: the present General Terms and Conditions applicable on the date of the Order addressed by DC AVIATION G-OPS to any new Customer to be returned signed by e-mail and available at the following address: <https://www.dca-gops.com/>

Handling Confirmation: document addressed by DC AVIATION G-OPS to the Customer in response to the Ground Handling Services Request and containing all or a part of the information provided by the Customer via the Company Data Form, Flight(s) data, reference to the applicable Tariff sheet, reference to the applicable GTC and to the Main Agreement of the IATA SGHA 2023 which shall apply to the contractual relationship between the Customer and DC Aviation G-OPS as if such terms were repeated here in full (the Main Agreement being applicable unless otherwise provided in the GTC or the Handling Confirmation).

Party: either the Customer or DC AVIATION G-OPS

Price List: Price list shall be communicated to any Customer upon request.

Service(s): Any Ground handling service offered by DC AVIATION G-OPS or by the handling company appointed by DC Aviation G-OPS

**ARTICLE 2. DC AVIATION G-OPS' Identity**

In the GTC, DC AVIATION G-OPS shall design either of the following companies:

DC AVIATION G-OPS: a French limited liability company registered at the Pontoise trade and companies register under the number 878 728 427 whose head office is located 188 rue des Chardonnerets at Roissy-en-France (95700), with a branch located at Nice Airport, VAT n° FR 94 878728427, insured for its professional civil liability by Generali (insurance policy n° AT714139).

**ARTICLE 3. Contact**

For any request concerning the contractual, or commercial aspects, or fares of the Services, the Customer is invited to address its requests to the following e-mail address: [nice.sales@dca-gops.com](mailto:nice.sales@dca-gops.com)

The Ground Handling Services Request are addressed by:

- e-mail : [nice.ops@dca-gops.com](mailto:nice.ops@dca-gops.com)
- Phone: +33 4 93 21 58 12

The accounting service may be contacted by:

- E-mail: [customers@dca-gops.com](mailto:customers@dca-gops.com)
- +33 4 93 21 58 71

**ARTICLE 4. Purpose**

In accordance with the provisions set forth in the article L. 441-6 of the French commercial Code, the GTC constitute the sole basis of the commercial negotiation and shall be communicated to any Customer upon request.

The GTC aim at defining the conditions under which DC AVIATION G-OPS provides to or arranges for the Customer the Services (except fueling) and under which the Customer undertakes to pay its price to DC AVIATION G-OPS, without prejudice to the possibility to conclude specific conditions.

The Customer waives availing itself, without DC AVIATION G-OPS' express agreement, of any document which would be in conflict with the present. The Customer acknowledges that its General Terms and Conditions of Purchase are not binding for DC AVIATION G-OPS, even though DC AVIATION G-OPS has had knowledge of it.

**ARTICLE 5. Offered Services**

Ground handling services. Indeed, DC AVIATION G-OPS delivers the following Services:

- Marshalling and chocks

- VIP Ramp welcome and transportation
- Baggage loading and offloading
- Airport Slot and Parking arrangement
- Customs and tax-free procedures assistance
- Executive lounge with complimentary hot and soft drinks
- Standard weather briefing release and printing
- Crew lounge with printer and internet access
- Pax and crew transportation arrangement
- Catering Package (Hot Water, Ice cubes, coffee)
- Helicopter arrangements
- Catering order arrangements with local catering companies
- International Newspaper printing
- Aircraft cleaning arrangements
- Hotel arrangements
- Fuel request and arrangements
- Meet & Greet services for Commercial Flights & Helicopter flights
- Valet Car Parking arrangements
- Ambulance escort
- Short-term/ Long-term storage
- GSE: Ground Power Unit (GPU); Push back/ Towing; Passenger Steps; Technical stairs; Conveyor Belt; High-loader; Lavatory service; Water service; ASU

DC AVIATION G-OPS guarantees that the Customer can request its Services 24 hours a day and 365 days a year for a consistent high quality of service, without prejudice to the right for DC AVIATION G-OPS to refuse the Order.

**ARTICLE 6. - Services' Prices**

The prices are shown in the Price list vary according to the Services offered and the category of the aircraft assisted. The Price shall be sent to the Customer upon request.

DC AVIATION G-OPS has the right to modify the Services' prices mentioned in the Price list at any time. Even so, the Services are invoiced according to the Price List in force when the Handling Confirmation is sent by DC AVIATION G-OPS.

**ARTICLE 7. Payment deadlines**

The price for all services performed shall be paid before departure from Airport Nice Côte d'Azur. If any sums remain outstanding for any reason whatsoever after the Services are performed, the Customer shall pay them upon receipt of the invoice. In case a credit term is granted through the credit line opening Agreement form, an invoice will be sent after departure which is to be paid within the credit terms agreed on. In this case, the invoice is sent from the following email address: [nice.customers@dca-gops.com](mailto:nice.customers@dca-gops.com) to the email address provided by the Customer in its Ground Handling Services Request. No discount will be applied in case of a payment prior to the date mentioned on the invoice or in a period of time which is inferior to the period of time provided for in the GTC.

**ARTICLE 8. Late payment Penalties**

In case of late payment of the sums due by the Customer beyond the earlier of the following date: period fixed by the article 7 or date of payment mentioned on the invoice, the Customer is obliged to pay late payment penalties. These penalties are calculated at a monthly rate of 1 % of the Services' price inclusive of VAT and other taxes mentioned on the said invoice, for a late payment between one (1) and sixty (60) days. This rate rises up to 2 % between sixty (60) days and ninety (90) days and to 3% beyond 90 days of delay, being understood that for each started month, the penalty is calculated on the whole month.

Under no circumstances shall the late payment penalties be lower than those calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

These penalties are automatically and rightfully withheld to DC AVIATION G-OPS, without formalities or prior notification.

In addition, in case of late payment, the Customer is rightfully obliged to pay the amount of 50 euros as a lump sum for the recovery fees of each invoice remaining unpaid at the due date. This lump sum is attributed without prejudice of the provision of a supplementary allowance in case the recovery fees actually incurred are superior to this amount of 50 euros.

**ARTICLE 9. Booking process**

The Customer addresses to DC AVIATION G-OPS a Ground Handling Services Request containing at least the following information and, if it has not been done yet, the Company Data Form filled up:

- Requested Services
- Date and time when Services have to be performed
- Aircraft registration / Flight number

- Number of passengers and members of the crew
- Type and category of the aircraft

In return, if DC AVIATION G-OPS has the capacity and will to perform the Services, DC AVIATION G-OPS addresses to the Customer the Handling Confirmation which describes the terms proposed for the performance of the Services. DC AVIATION G-OPS may attach to the Handling Confirmation its GTC (should the GTC have been requested by the Customer or amended since the Customer's last Order). DC AVIATION G-OPS may also invite the Customer to complete and provide the missing information mentioned above

The Ground Handling Services Request shall be deemed to be firm, definitive and final after the sending of the Handling Confirmation including the airport PPR slot IDs for arrival/ departure. As soon as he received a Handling Confirmation, the Customer acknowledges to have a perfect knowledge of the GTC and the applicable price list and conditions and accepts them.

#### ARTICLE 10. Cancellation

In case of cancellation of the Handling Services Request, the Customer will only have to pay for those services already arranged with third parties, for which DC Aviation G-OPS will be invoiced by its suppliers. Any additional charges for material or human resources employed by DC Aviation G-OPS, can be charged by the latter to the customer in case of a cancellation.

#### ARTICLE 11. Liabilities and guarantees

DC AVIATION G-OPS' obligations are best endeavor obligations.

DC AVIATION G-OPS is liable to the Customer for any fault concerning the performance of its own Services which are fully described in the Article 5 of the GTC.

In case DC AVIATION G-OPS would be held liable, its guarantee is limited to the amount mentioned below :

Type of aircraft	Limit of liability	Currency
Ban 9	1 000 000	USD
Ban 7 - 8	750 000	USD
Ban 5 – 6	500 000	USD
Ban 4	250 000	USD
Ban 1 – 3	1% of the aircraft value	USD
Helicopters	2.50% of the aircraft value	USD
Turboprops	1% of aircraft value	USD

For the avoidance of doubt DC Aviation G-OPS' liability may be incurred in case of proved fault or negligence only and is limited to the direct prejudices exclusive of any indirect prejudice, of any nature or kind whatsoever. Are particularly considered as "indirect damage" 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 Customer arising out of or in connection with DC Aviation G-OPS performance of its Services.

Bodily injury resulting from the performance of the Handling Services Request and suffered by the Parties, their employees and subcontractors, in addition to third parties, shall always be repairable under the conditions specific to each situation in accordance with the rules applicable by the competent court within the meaning of Article 16.

#### ARTICLE 12. Force majeure

Notwithstanding the common law definition of the *force majeure*, the Parties agree to consider contractually as such all the events which will lead to a delay, disrupt and/or will prevent the performance of the Order such as shortages, earthquakes, fires, adverse weather conditions, social conflicts, disruptions of public transport, strikes of the electricity suppliers and the cuts-off of the telephone network operator or of electronic communications.

As soon as the Party is aware of the occurrence of such an event, if it considers that therefore, it is not being able to fulfill its obligations towards the other Party, it has to notify it immediately to the latter by email and has to prove it.

The occurrence of a *force majeure* event may postpone the contractual obligations for a duration equivalent to the duration of the event taken into consideration. In case after a period of twelve (12) hours the event has not yet ended, the Order is terminated as of right by the Party who requests it.

#### ARTICLE 13. Termination

In case of breach/failure by either Party of one of the provisions of the GTC or of the Handling Confirmation, the other Party may terminate the Order by email, without being necessary to request its judicial termination.

If this termination occurs as a result of the breaches by the Customer of its contractual obligations, this non-performance leads to forfeiture of the term. All outstanding debts and the Handling Services Request's price shall become due immediately.

The fact, for either Parties, not to take advantage of the breach by the other Party, of any of its obligations cannot be interpreted as a tacit waiver of the performance of the obligation involved.

In case of the opening of a same or a similar procedure as the one referred to in the articles L. 620-1, L. 630-1 and L. 640-1 of the French commercial Code, the Order is automatically terminated, leading to the forfeiture of the term and the immediate payment of the outstanding debts.

In case of opening of a line of credit, the agreement reached between the Parties may be terminated by either Party subject to observance of a fifteen (15) days period.

#### ARTICLE 14. Personal data

The Customer is informed that DC AVIATION G-OPS, as data controller, shall use personal information concerning him for the purposes of fulfilling its obligations resulting from the Order, invoice it, recover payment of due sums, deal with requests from the Customer, prepare technical files and/or customs documents, keep it informed of the status and tracking of its Order and, subject to express prior consent having been given by the Customer, inform it of commercial offers which may interest him.

For these end purposes, the Customer accepts that personal information concerning him shall be stored, processed and transferred by DC AVIATION G-OPS to its commercial partners and sub-contractors.

In accordance with the amended Law on "Data Protection" no. 78-17 of 6 January 1978 and the General Data Protection Regulation n° 2016/679, the Customer has an individual right to access, correct and remove personal data concerning him held by DC AVIATION G-OPS, by sending an email to the following address: [nice.dpo@dca-gops.com](mailto:nice.dpo@dca-gops.com).

The Customer also acknowledges that DC AVIATION G-OPS, as data processor, is entitled to process on behalf of the Customer, the passengers and crew's personal data to perform the Services under the Order. In this respect, the Customer undertakes to provide DC AVIATION G-OPS with the relevant information as requested by custom/airport authorities. DC AVIATION G-OPS shall only use these personal data for the performance of its duties under the Order in compliance with the instructions given by the Customer. DC AVIATION G-OPS shall ensure the confidentiality of these personal data. The Customer undertakes to inform the concerned individuals that their personal data are processed. DC AVIATION G-OPS shall notify the Customer in case of a security breach.

#### ARTICLE 15. Invalidity, non-invocability of the GTC

If one or several provisions of the GTC are declared null and void under a law, a regulation or resulting from a definitive decision of the competent jurisdiction, these provisions are considered as detachable from the Order. The other provisions are considered as valid and remain in force, unless the Customer or DC AVIATION G-OPS demonstrates that the void provision is essential and determinant, without which it would not have entered the Order.

#### ARTICLE 16. Applicable Law – Disputes

The GTC and the operations of provision and purchase of Services resulting from it are governed by French law. The language of the GTC and of the Handling Confirmation is French; however, an English translation of these GTC may be provided to the Customer, upon request. In case of any discrepancy between the French and the English versions, only the French version is legally binding and shall prevail.

IN THE EVENT OF DISPUTE CONCERNING THE VALIDITY, THE INTERPRETATION, THE TERMINATION, THE PERFORMANCE OR ANY OTHER EVENT RESULTING FROM THE GTC OR FROM OPERATIONS OF PROVISION AND PURCHASE OF SERVICES ARISING FROM IT THE COMMERCIAL COURT OF NICE WILL BE THE SOLE COMPETENT JURISDICTION.