

GENERAL TERMS AND CONDITIONS
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1. INTRODUCTION TO THIS DOCUMENT AND THE AGREEMENT

This document sets out BP's general terms and conditions for the supply of Fuel. This document, together with the contract confirmation documentation (including its appendices) signed by BP and Buyer and any letter agreed under Section 26.3 signed by BP and Buyer, constitutes the agreement between us which regulates how Fuel is to be supplied and paid for. The appendices to the contract confirmation (as applicable) include,

'**Appendix 1**' (which details arrangements such as the agreed Location, price, start date and end date and product grade),

'**Appendix 1A**' (which details arrangements where there is a Managed Price Physical Sale only),

'**Appendix 2**' (which confirms any Location where BP agrees to provide Additional Delivery Services),

'**Appendix 3**' (which contains the HSE Information) and

'**Appendix 4**' (where Buyer is a reseller),

are collectively referred to as the '**Appendices**'.

This document is referred to as the '**General Terms and Conditions**', and the contract confirmation (including its Appendices) is referred to as the '**Contract Confirmation**'.

The combination of these documents is called the '**Agreement**'. If any document is changed or updated, then the most up-to-date versions will form the Agreement.

2. DEFINITIONS

Capitalised words and expressions which are used in the Agreement have specific meanings, as follows:

'**Additional Delivery Services**' or '**ADS**' means IATA Level 2 Delivery Services or IATA Level 3 Delivery Services (as applicable);

'**Additive**' means the additional ingredient(s), if any, added to Fuel as stated in the Contract Confirmation;

'**ADS Training**' means appropriate training at each Location on the types of aircraft which Buyer requires Additional Delivery Services to be performed on or in relation to, including any appropriate training updates from time to time to cover any technical instruction changes;

'**Affiliate**' means:

- (a) in the case of Buyer, any company set out in clause 5 of the Contract Confirmation; and
- (b) in the case of BP, any company which:
 - (i) BP controls; or
 - (ii) controls BP; or
 - (iii) is controlled by the same company which controls BP,

and for these purposes, '**control**' means a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, or having the right to vote to appoint directors or other governing authorities of the relevant company;

'**Air BP Card**' means an identification card issued by BP to Buyer to identify Buyer as a customer of BP and Buyer's Aircraft (where applicable) for the sale of Fuel;

'**Anti-Corruption Obligation**' has the meaning given in Section 17.1;

'**BP**' means the BP company detailed in the Contract Confirmation as the BP Party to the Agreement;

'**Buyer**' means the company detailed in the Contract Confirmation as the Buyer Party to the Agreement;

'**Buyer's Aircraft**' means the aircraft owned, leased, nominated or operated by or on behalf of Buyer or Buyer's Affiliates;

'**Buyer's Representative**' means any representative or purported representative of Buyer and includes pilots, flight engineers and other people including those whom BP has been notified represent Buyer;

'**Carbon Tax**' means any duty, tax, impost, due, charge, cost, obligation or liability (present or future) in respect of the production, removal, reduction, avoidance, sequestration or emission into the atmosphere of greenhouse gases, including carbon or any carbon compound, however described, and includes any cost incurred to (i) acquire any permit, certificate or other instrument; or (ii) obtain an offset to avoid or reduce payment;

'**Deliverer**' means a person or company which is not BP, but may be an Affiliate of BP, and which performs BP's supply and delivery obligations under the Agreement on BP's behalf;

'**Delivery Note**' means a document, produced in writing or by electronic means stating the date of receipt, time, product description, meter readings and quantity delivered in kilograms, litres, gallons or barrels, in accordance with BP's normal practices, and where applicable, for example for deliveries Into-Wing, the aircraft type, registration number, flight number and destination of aircraft together in all cases with any additional information the Parties may agree upon;

'**Delivery Point**' means the point where delivery occurs and Fuel is transferred from BP to Buyer. The relevant Delivery Point is identified in the Contract Confirmation and may be Ex-Works, Into-Pipeline, Into-Storage, In-Tank, Ex-Hydrant, Into-Truck, Into-Wing

without Into-Plane Services or Into-Wing with Into-Plane Services. The table in Section 5.3 sets out an explanation of each Delivery Point;

'**Delivery Service**' means either Normal Delivery Services, IATA Level 2 Delivery Services or IATA Level 3 Delivery Services (as applicable);

'**Differential**' means the value stated in Appendix 1 to the Contract Confirmation as being the differential forming part of the Price;

'**Facilitation Payments**' shall include infrequent payments made to a public official to facilitate routine, non-discretionary governmental actions that: (i) the public official ordinarily performs; and (ii) BP is entitled to under the laws of the relevant country;

'**Force Majeure Event**' means any event beyond the reasonable control of a Party, whether or not that Party could foresee it happening, for example, labour disputes, strikes, governmental intervention, or the Party's response to the requirements of and cooperation with the requests of any government body (or person purporting to act for that body), wars, civil commotion, hijacking, fire, flood, supply failures, accident, acts of terrorism, storm or any act of God;

'**Fuel**' means aviation jet kerosene complying with the Relevant Specification and containing the relevant Additive(s);

'**Gross Negligence**' means any act or omission which constitutes a marked and absolutely flagrant departure from the standard of conduct of any reasonably competent person acting in the same circumstances at the time of the alleged incident(s). Gross Negligence does not include any act or omission insofar as it constitutes mere ordinary negligence;

'**HSE Information**' means the material safety data sheet attached as Appendix 3 to the Contract Confirmation (as amended or substituted from time to time by BP) and any other information or environmental data provided by BP to Buyer in relation to Fuel;

'**IATA**' means the International Air Transport Association;

'**ICAO Doc 9977**' means the International Civil Aviation Organisation manual on civil aviation jet fuel supply;

'**Into-Plane Services**' means the service of physically delivering Fuel into Buyer's Aircraft;

'**Into-Wing**' has the meaning given in Table A at Section 5.3;

'**IATA Level 2 Delivery Services**' means

- (a) Normal Delivery Services; plus
- (b) opening Buyer's Aircraft fuelling bay doors or filler caps, operating Buyer's Aircraft fuelling valves, monitoring Buyer's Aircraft wing panel fuel gauges, closing fuelling valves when the desired quantity of Fuel is delivered (in line with Buyer's written instructions), and closing the fuelling bay doors or filler caps on Buyer's Aircraft;

'**IATA Level 3 Delivery Services**' means

- (a) Normal Delivery Services and IATA Level 2 Delivery Services; plus
- (b) obtaining an aircraft refuel sheet from the airline or fuelling company representative prior to fuelling, reading refuel panel gauges before and after fuelling and entering readings onto the aircraft refuel sheet, fuelling aircraft in line with Fuel uplift calculations determined and entered on the aircraft refuel sheet, setting refuel panel switches and gauges and controlling the amount of Fuel being added to the aircraft using aircraft manual or automatic loading settings, when fuelling various fleet types being qualified to interpret Fuel manual distribution charts and to follow Fuel distribution procedures in accordance with the specific fleet type, calculating Fuel weight in kilos/pounds (from density) at aircraft on designated flights using hydrometer and calculating any fuelling discrepancy (and notifying Buyer or Buyer's Representative if any discrepancy is greater than the maximum discrepancy allowable);

'**Location**' means any airports or other Delivery Points listed in the table in Appendix 1 of the Contract Confirmation;

'**Losses**' means claims, demands, proceedings, damages and liabilities;

'**Market Price**' means the market price for Fuel at a given Location as agreed and listed in Appendix 1 of the Contract Confirmation;

'**Normal Delivery Services**' means the positioning of fuelling equipment ready for fuelling, bonding to Buyer's Aircraft, connecting hoses to Buyer's Aircraft, delivering Fuel in accordance with Buyer's instructions (but does not include operating tank valves or switches), disconnecting hoses and debonding from Buyer's Aircraft (IATA Level 1);

'**Operating Procedures**' means the standards and practices regarding the provision of Fuel (as amended from time to time) applicable to a Location;

'**PAP**' means the posted airfield price for Fuel at a given Location and constitutes the price at which Fuel can be purchased by Buyer if Buyer has not made alternative arrangements with BP. If more than one posted airfield price is available at a given Location, BP's posted airfield price shall apply to the Buyer for such Location;

'**Personal Data**' means any information relating to an identifiable individual as defined in Directive 95/46/EC as updated, or amended or substituted from time to time or any relevant applicable legislation;

'Price' means the price set out in (or determined by following) Appendix 1 of the Contract Confirmation;

'Pricing Period' means the applicable Pricing Period for each Location as specified in the Contract Confirmation (for example the: (i) prior month; (ii) prior half month; (iii) current month; (iv) prior week; or (v) current week (as applicable));

'Price Reference' means a price for Fuel quoted in a third party publication, index, exchange or other indicator of price quotations (for example, 'Platts CIF NWE') in respect of the relevant Pricing Period. The applicable Price Reference for each Location is specified in the Contract Confirmation;

'Quantities' means the quantities of Fuel deliverable to Buyer under the Agreement at each of the Locations, as further set out in the Contract Confirmation, and 'Quantity' shall be construed accordingly. The Contract Confirmation will generally specify whether the Quantity is deliverable in 'Gross Measure' (where the volume is measured without adjusting for ambient temperature) or 'Net Measure' (where the volume is adjusted for ambient temperature in line with standard industry practice at the relevant Location);

'Relevant Specification' means a quality specification in respect of Fuel, being one of the specifications set out in Annex 2;

'Requirements' has the meaning given in Section 5.5.11;

'Section' means a Section of these General Terms and Conditions;

'Taxes' means all present and future duties, taxes, imposts, fees, charges and dues of any description whatsoever from time to time including any fines, penalties or interest assessed or levied by the appropriate authority, and without limiting the generality of the preceding description, all Carbon Taxes, but excluding BP's corporate income taxes; and

'Wilful Misconduct' means an intentional or reckless disregard of the operational standards, applicable at the relevant time, to the particular activity giving rise to the alleged incident(s) but shall not include any mere error of judgment or mistake.

WHAT BP IS GOING TO DO FOR BUYER

In return for Buyer carrying out its obligations under the Agreement, including those specified in Section 8, BP will supply or cause to be supplied Fuel in accordance with the terms of the Agreement, including the following Sections 3 to 7. Where reference is made in the Agreement to an obligation being performed by BP that reference should be interpreted to mean that the obligation will be performed by BP, BP Affiliate or its Deliverer.

3. QUANTITY

3.1 Subject to the other provisions of the Agreement, BP agrees to sell and deliver, or cause to be sold and delivered, and Buyer agrees to purchase and receive the Quantities of Fuel set out in the Contract Confirmation at the Locations specified.

3.2 Nominations and Forecasts

3.2.1 Forecasts

On or before the date of this Agreement, Buyer shall provide BP with a written estimate of its monthly volume requirements for Fuel at each Location for the duration of the Agreement (the '**Forecast Amount**').

3.2.2 Monthly Nominations

Buyer shall give BP monthly written nominations of the actual volumes of Fuel it wants to be delivered at a given Location by no later than the 15th day of the month prior to the required month of delivery of such Fuel ('**Monthly Nomination**'). If no Monthly Nomination is provided BP shall use information available to it to estimate demand but is not obliged to deliver Fuel in any month for which no Monthly Nomination has been provided.

3.3 Material changes to Quantity

3.3.1 If the Quantity Buyer or its Affiliates actually require for delivery at any Location varies by more than 10% of the Forecast Amount for such month Buyer shall notify BP in writing at least forty five (45) days in advance of the scheduled delivery date.

3.3.2 If Buyer or its Affiliates request a volume of Fuel which varies by more than 10% of the Forecast Amount for such month (or in the absence of such being provided, as such is estimated by BP) BP reserves the right to:

- (a) not supply Fuel if it is above the Forecast Amount; and
- (b) charge the Buyer any increased costs, fees, duties, penalties, or charges of any kind which are incurred by BP as a result of the difference in the Forecast Amount and Fuel supplied.

3.3.3 BP's measurement shall be accepted as the Quantities delivered unless a claim is made under Section 19.

4. QUALITY

4.1 BP warrants that all Fuel delivered will:

4.1.1 comply with the requirements of the Relevant Specification; and

4.1.2 meet the requirements, if any, set by the governmental regulatory authority with jurisdiction at the relevant Delivery Point. Should any such requirement lead to a deviation from the Relevant Specification, BP shall notify Buyer in advance and BP shall not deliver such Fuel without Buyer's specific permission.

4.2 Except as specifically provided in Section 4.1, there are no guarantees, conditions or warranties in the Agreement, express or implied, as to the satisfactory quality, merchantability, fitness or suitability of the Fuel for any particular purpose or otherwise. Any such warranties implied by applicable law are also excluded to the fullest extent allowed.

5. DELIVERY

5.1 Delivery of the Fuel at each Location shall be made to the Delivery Point agreed in the Contract Confirmation. Unless specified in Table A below, ownership of the Fuel (and risk in respect of it) both pass to Buyer at the Delivery Point.

5.2 Deliveries shall be made in accordance with:

- (a) all applicable governmental laws and regulations;
- (b) where applicable, the requirements laid down by the airport governing authority;
- (c) the Operating Procedures, which shall conform to the relevant policies, standards and procedures referred to in ICAO Doc 9977,

the '**Delivery Obligations**'. Failure to comply with the Delivery Obligations shall not be grounds for termination under Section 20.3.1 unless the failure amounts to a material failure relating to safety or quality control.

5.3 Table A below sets out an explanation of each type of Delivery Point:

Table A

Delivery Point description	Definition of relevant Delivery Point and point of ownership/risk transfer (if not the Delivery Point)
Ex-Works	Fuel is delivered when it passes the last flange connection of the delivery system at the place of delivery identified in the Contract Confirmation.
Into-Pipeline	Fuel is delivered when it passes the inbound pipeline flange connection between the delivery pipeline and receiving pipeline identified in the Contract Confirmation.
Into-Storage	Fuel is delivered when it passes the first flange connection of the receiving storage system identified in the Contract Confirmation.
In-Tank	Fuel is delivered by way of an inventory transfer. Ownership of the Fuel and risk in respect of the Fuel pass to Buyer at the date and time specified in the Contract Confirmation, or as otherwise agreed by the Parties in writing.
Ex-Hydrant	Fuel is delivered at the time the Fuel passes the inlet coupling of Buyer's or Buyer's contractors or agent's transferring equipment.
Into-Wing	Fuel is delivered notionally into Buyer's Aircraft either with Into-Plane Services or without Into-Plane Services. When Fuel is delivered: (a) Into-Wing without Into-Plane Services, delivery occurs at the time the Fuel passes the inlet coupling of Buyer's or Buyer's contractor's or agent's receiving equipment or fuel facility; and (b) Into-Wing with Into-Plane Services, delivery occurs at the time the Fuel passes the inlet coupling of Buyer's Aircraft.
Into-Truck	Fuel is delivered when it passes the last flange connection of the delivery system at the place of delivery identified in the Contract Confirmation.

5.4 Delivery Into-Wing without Into-Plane Services

If the Delivery Point is Into-Wing without Into-Plane Services Buyer must make its own arrangements for Into-Plane Services and BP shall have no liability in respect of any problem or disruption (for example, delays, shortages or contamination) attributable to the Into-Plane Services organised by Buyer or Buyer's Affiliates.. In these circumstances and cases where Buyer's Into-Plane Services utilises BP's or third party equipment in the execution of the Into-Plane Services, Buyer indemnifies BP in respect of any claims, demands, proceedings, damages, losses or damages suffered by BP (or its Affiliates) attributable to the provision or omission of the Buyer's Into-Plane Services. This Section 5.4 applies even where BP may invoice on behalf of the Into-Plane Service provider.

5.5 **Delivery Into-Wing with Into-Plane Services**

If the Delivery Point is Into-Wing with Into-Plane Services, the following provisions shall apply:

- 5.5.1 Delivery Services shall be provided by BP at those Locations specified in Appendix 1 of the Contract Confirmation.
- 5.5.2 BP shall ensure prompt refuelling of Buyer's Aircraft on scheduled flights (as notified by Buyer to BP from time to time) and take reasonable measures not to delay Buyer's Aircraft's departure. If Buyer's Aircraft arrives ahead of schedule, late, or is operating a regular non-scheduled flight, BP shall endeavour to promptly refuel Buyer's Aircraft subject to the operational constraints of BP's other delivery commitments.
- 5.5.3 BP shall endeavour promptly to refuel Buyer's Aircraft arriving on an irregular and unscheduled flight. Buyer acknowledges that deliveries to other aircraft may have priority over deliveries to Buyer's Aircraft.
- 5.5.4 If Buyer requires Delivery Services outside of Air BP's published hours of operation, BP shall have the right to charge Buyer any increased cost to BP for such delivery and provision of Delivery Services.
- 5.5.5 If Buyer requests, BP may provide the most current specific gravity or density measurement of Fuel from airport storage, or provide Buyer with appropriate devices to measure it at Buyer's Aircraft, all at BP's cost. Buyer shall not hold BP responsible for any claims and expense related to BP providing such measurement or devices except to the extent a claim is caused by BP's Wilful Misconduct or Gross Negligence.
- 5.5.6 Except as otherwise agreed in writing by BP or its Deliverer, BP or its Deliverer shall:
- (a) not be obliged to deliver Fuel unless Buyer's Representative is present;
 - (b) provide the requisite number of copies of the Delivery Note and Buyer shall ensure that Buyer's Representative signs the Delivery Note upon delivery of the Fuel.
 - (c) However in all cases, Buyer, or Buyer's Affiliate (as applicable) shall be deemed to have accepted and received BP determined Quantity of Fuel sold and delivered notwithstanding Buyer's or Buyer's Affiliates or their respective Buyer Representatives' or Buyer's Into-Plane Services providers' failure, refusal and/or neglect in signing the relevant delivery documents at any Location;
- 5.5.7 Notwithstanding anything to the contrary express or implied in the Agreement, BP shall not be obliged to deliver Fuel or provide Into-Plane Services to Buyer's Aircraft if it is reasonably believed by BP to be a substantial health, safety or environmental issue or under the control of hijackers, or if any other circumstances of a similar nature (including, without limitation, circumstances of duress) are reasonably believed by BP to exist. Any fuelling by BP of such Buyer's Aircraft shall be carried out on terms and conditions agreed by the Parties at the time of that fuelling.
- 5.5.8 Buyer shall have sole responsibility for operating all appropriate aircraft fuelling switches, valves and pre-set quantities gauges.
- 5.5.9 **Additional Delivery Services**
- (a) Any Location where BP agrees to provide Additional Delivery Services is listed in Appendix 2 of the Contract Confirmation along with the type of aircraft at such Location for which BP agrees to provide Additional Delivery Services.
 - (b) If Buyer requires Additional Delivery Services Buyer agrees to provide BP and its nominated personnel with ADS Training. BP may (but is not obliged to) accept ADS Training provided by a third party nominated by Buyer. Buyer shall promptly notify BP of any change in the technical instructions relating to the Additional Delivery Services. BP shall not be required to perform any Additional Delivery Services until its nominated personnel have received ADS Training. If BP performs Additional Delivery Services and Buyer has not provided ADS Training, BP's performance of those Additional Delivery Services shall not constitute a waiver of Buyer's requirement to provide ADS Training.
- 5.5.10 **Related Indemnity Provisions**
- (a) In respect of any activities undertaken by BP its Affiliates or Deliverers (each an '**Indemnified Party**' and together the '**Indemnified Parties**') under Section 5.5.9 (whether at the Locations listed in Appendix 2 or elsewhere) but subject to Section 5.5.10(b), Buyer shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Losses for loss of or damage to any property whatsoever or for injury, including fatal injury, to any person whatsoever and against all associated direct costs (including legal costs) and expenses that arise out of or are in connection with such activities, including any omissions.
 - (b) The indemnity in Section 5.5.10(a) shall not apply if:

- (i) Buyer has used reasonable endeavours to ensure in respect of activities performed by BP under Section 5.5.9 appropriate ADS Training for the type of aircraft has been provided by Buyer, or a third party accepted by BP in accordance with Section 5.5.9, at that Location; and
- (ii) the loss, damage, injury or death arise from or are caused by the negligence or Wilful Misconduct of the Indemnified Party (as defined in Section 5.5.10(a)).

5.5.11 **Fuelling/Defueling with Passengers on Board, Embarking or Disembarking**

- (a) At the Buyer's request, BP may agree to deliver Fuel or defuel (as set out in Section 6) when there are persons on board the aircraft or embarking or disembarking. Such services are only available to the extent permitted by local regulations. Where such services are requested Buyer shall be solely responsible for ensuring that:
 - (i) the provisions of the local airport regulations relating to such delivery or defueling are carried out;
 - (ii) appropriate instructions are issued by Buyer to its employees for the safety of said persons during such delivery or defueling and that such employees are properly trained to carry out those instructions; and
 - (iii) such instructions are strictly carried out by its employees and observed by said persons.

BP reserves the right to not deliver or remove Fuel where BP is not satisfied that all of the requirements set out in this Section 5.5.11 (the '**Requirements**') have been met. BP's agreement to deliver or remove Fuel shall not be interpreted to mean that BP considers the Requirements have been met.

5.5.12 **Related Indemnity Provisions**

- (a) In respect of any activities undertaken by BP its Affiliates or Deliverers (each an '**Indemnified Party**' and together the '**Indemnified Parties**') under Section 5.5.11 but subject to Section 5.5.12(b), Buyer shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Losses for loss of or damage to any property whatsoever or for injury, including fatal injury, to any person whatsoever and against all associated direct costs (including legal costs) and expenses that arise out of or are in connection with such activities, including any omissions, including those caused by the negligence, Gross Negligence or Wilful Misconduct of BP its Affiliates or Deliverers.
- (b) The indemnity in Section 5.5.12(a) shall not apply where:
 - (i) the Requirements contained in Section 5.5.11 have been met; and
 - (ii) to the extent the relevant loss, damage, injury or death is caused by the Gross Negligence or Wilful Misconduct of the Indemnified Party (as defined in Section 5.5.12(a)).

6. **DEFUELING**

6.1 The Parties may agree that BP should defuel Buyer's Aircraft. Except as envisaged in Section 6.2 below, any such service is outside the scope of the services ordinarily provided under the Agreement and BP may charge an additional fee for performing that service. The terms and conditions of the Agreement shall apply to the provision of such service. Further, any Fuel removed from Buyer's Aircraft shall be disposed of or stored (as agreed between the Parties) at Buyer's expense.

6.2 If BP has delivered Fuel Into-Wing and provides Into-Plane Services, and defueling of Buyer's Aircraft is necessary due to BP's fault or negligence (for example, where Fuel does not comply with the Relevant Specification, or a larger quantity is delivered than was agreed), then at Buyer's request BP or its Deliverer shall defuel Buyer's Aircraft at BP's expense.

7. **OPERATIONS PROCEDURES, TRAINING, AUDITS AND INSPECTIONS**

7.1 Buyer shall have the right to perform a technical survey or inspection of:

- 7.1.1 the records maintained by BP or its Deliverer on quality control and checks of the Fuel at a Location; and,
- 7.1.2 where the Delivery Point is Into-Wing and BP provides Into-Plane Services, the manual and Operating Procedures of BP or its Deliverer and the refuelling services of BP or its Deliverer at the Buyer's Aircraft.

These items shall be made available for inspection or survey by Buyer at the facility where they are used for deliveries to the Buyer. A technical survey or inspection shall be made during normal working hours. Buyer shall give reasonable notice of its intention to perform a technical survey or inspection and shall use best endeavours not to delay or disrupt BP's (or its Deliverer's) fuelling and operational activities.

- 7.2 At any Delivery Point where BP or its Affiliates cannot grant a right to inspect or survey, Buyer's right to inspect or survey shall be subject to approval from the relevant body with the right to approve such inspection or survey. BP shall use reasonable endeavours to obtain such approval.
- 7.3 Buyer shall on reasonable prior written notice have the right to require BP to take samples of the Fuel intended to be delivered to Buyer. and Buyer shall have the right to be present when BP does so.
- 7.4 If at any Location the Delivery Point is Into-Wing without Into-Plane Services, BP or its Deliverer shall have the right to perform a technical survey or inspection of Buyer's provider of Into-Plane Services and operations at the relevant Location.
- 7.5 Buyer shall pay all costs for any inspections, samples and/or tests conducted under this Section 7 (except for costs which BP incurs under Section 7.4).

WHAT BUYER IS GOING TO DO FOR BP

In return for BP supplying Fuel in accordance with the Agreement, including Sections 3 to 7, Buyer shall make payment to BP and comply with its obligations under the Agreement, including those specified in the following Section 8.

8. BUYER REPRESENTATIONS AND WARRANTIES

- 8.1 Buyer confirms that it is entering into the Agreement for itself and as an agent on behalf of each of its Affiliates. Buyer shall (or shall make sure that its Affiliates shall) accept the delivery of Fuel from BP or its Deliverer which is delivered in accordance with the Agreement.
- 8.2 Buyer represents and warrants:
- 8.2.1 that it has been duly authorised to enter into the Agreement by each of its Affiliates; and
- 8.2.2 each Buyer's Affiliate shall be bound by the Agreement in respect of the deliveries of Fuel made to them and they will fulfil the obligations which are expressed as Buyer obligations in the Agreement in respect of such deliveries. Buyer shall remain jointly and severally liable with its Affiliates in respect of Fuel delivered to those Affiliates by BP or its Deliverer under this Agreement.
- 8.3 If Buyer is represented by an agent, Buyer must provide proof of the agent's appointment (such as a letter of agency or power of attorney) in a form acceptable to BP. BP shall not be required to follow the instructions of an agent until it receives this proof.

PRICING AND PAYMENT

9. CALCULATING THE PRICE

- 9.1 This Section 9 sets out how to calculate the Price payable by Buyer for each delivery of Fuel. The Price basis which applies will be specified in the Contract Confirmation. Each of Section 9.2 and 9.3 is subject to Section 10, which sets out how the Price might be adjusted from time to time.

9.2 Posted Airfield Prices

Where the Price is the PAP at a Location, the Price for the Fuel shall be the PAP for the Fuel at that Location on the date of delivery, less any rebate or addition which BP may determine applies at the relevant Location.

9.3 Prices calculated according to a Price Reference

- 9.3.1 Where the Price is calculated based on a Price Reference, the Price shall be the Price Reference plus any Differential specified in the Contract Confirmation.
- 9.3.2 Where the Price Reference is published but does not contain the relevant quotation specified in the Contract Confirmation, the Price shall be based on the last published relevant quotation. If any Price Reference stops being published or stops including the relevant quotation, either Party can notify the other in writing that this has happened and the Parties will seek to agree a different Price Reference to use. Until a new Price Reference is agreed, the Price in effect on the date when the notice was given will continue to apply to sales of Fuel. If the Parties cannot agree a new Price Reference within fifteen(15) days after the date of the notice, either Party can decide, by written notice, to withdraw the Location(s) at which the obsolete Price Reference was being used from the Agreement. Any withdrawal will take effect no earlier than 20 days after this subsequent notice.

10. PRICE ADJUSTMENTS

10.1 Adjustments to Post Airfield Pricing

BP may vary the PAP at any time. BP may also alter any rebate applicable at any Location by notifying Buyer in writing.

10.2 Adjustments to Market Price

BP may vary the Market Price in accordance with the notice period listed in Appendix 1 of the Contract Confirmation.

10.3 **Adjustments to Pricing Period**

If stated in the Contract Confirmation, BP may switch from one Pricing Period to another by giving the Buyer at least sixty (60) days written notice. If BP switches the Pricing Period the applicable Differential may be adjusted as specified in Appendix 1 to the Contract Confirmation with effect from the implementation of the new Pricing Period. Any notice provided by BP under this Section 10.2 shall confirm:

10.3.1 whether the revision to the Pricing Period applies to all or part of the Quantities at the relevant Location; and

10.3.2 the revised Differential to be applied to the affected Quantities.

10.4 **Price Increases**

10.4.1 BP may give written notice to Buyer increasing the Price in respect of a Location, if:

(a) there is any increase in the costs incurred by BP in manufacturing, obtaining or procuring Fuel or delivering Fuel to that Location which is beyond the reasonable control of BP or where BP is only able on unusual or commercially unreasonable terms to obtain or deliver Fuel to that Location. Buyer shall give written notice to BP within fifteen (15) days of such notice if Buyer is not willing to pay such increase in price and the increase in price shall not apply. Within fifteen (15) days from receipt of such notice from Buyer, BP may withdraw the relevant Location from the scope of the Agreement; or

(b) BP is required by any governmental or other authority to obtain Fuel or crude petroleum used in the manufacture of Fuel from a source other than BP's normal source of supply and where BP's costs in making Fuel available at the Location are increased as a result.

10.4.2 If, at the time of giving any notice under Section 10.4.1 above, BP is unable to specify the exact increase in Price, the Price shall increase in line with BP's best estimate of what the exact increase will be. When BP is able to specify the exact increase, the exact increase will take effect retrospectively in place of the estimated Price, and BP shall issue a balancing credit or invoice for any amount over- or under-charged during the interim period when the Price was estimated. If the cause of the increase ceases to apply the Price shall revert to its previous amount.

11. **INVOICING, PAYMENT, CREDIT AND SECURITY**

11.1 BP shall invoice Buyer for Fuel delivered under the Agreement. Unless otherwise agreed, BP reserves the right to invoice Buyer/or Affiliated Companies of the Buyer electronically. Should electronic invoicing not be implemented at BP's discretion, hard copy invoices shall be sent. After it has received the invoice, Buyer shall pay in full on or before the due date for payment set out in Appendix 1 of the Contract Confirmation. Time is of the essence for all payments.

11.2 Unless the Parties agree a different payment method, Buyer shall pay by telegraphic transfer to BP's bank account as specified in the Contract Confirmation. If the due date for payment is a day when BP's bank is closed for business, Buyer must ensure that BP receives the payment on a day earlier than the due date, when BP's bank is open for business.

11.3 Without prejudice to BP's other rights under the Agreement, interest shall accrue daily on any amount not paid by the due date. The interest rate shall be twelve percent (12%) per annum and shall apply from the due date until the date on which BP receives payment in full.

11.4 Buyer must make all payments in the currency specified in the Contract Confirmation. If Buyer wishes to pay in a different currency, and BP agrees to accept that currency for a particular invoice, or invoice range, then the payment amount shall be converted at the IATA rate or published rate (as agreed by the Parties) for the month in which payment is made.

11.5 BP shall have the right to demand from Buyer an assurance of Buyer's performance under the Agreement where BP, in its sole opinion (acting reasonably), has a belief that Buyer's ability to pay or otherwise perform under the terms and conditions of the Agreement has been, or may be, impaired. The said assurance may be demanded in any form required by BP including (without limitation) prepayment, bank guarantees, securities, performance bonds or any other means deemed suitable and sufficient by BP. BP may withhold further performance under the Agreement until the date on which such assurance is received.

11.6 **Credit**

Where a credit period is granted in the Contract Confirmation, Buyer shall pay within that period. Unless otherwise advised in writing, the credit period starts on the date of BP's invoice.

11.7 **Pre-payment**

Where a pre-payment period is stated in clause 4 of the Contract Confirmation:

11.7.1 BP shall estimate the amount to be paid and Buyer shall pay this amount at least weekly in advance of the relevant delivery or deliveries.

- 11.7.2 If the actual amount to be paid is more than the amount which Buyer pre-paid, BP may:
- (a) invoice Buyer in respect of the excess and Buyer shall pay such amount in full immediately; or
 - (b) increase the pre-payment amount for the next delivery to account for the excess.

11.8 **Guarantee**

If at any time BP requires Buyer to provide a payment guarantee, Buyer shall enter into a guarantee in BP's set form (which is available from BP), with a bank or parent company approved by BP. If it has requested a payment guarantee, BP shall have no obligation to deliver Fuel unless it holds an executed valid and enforceable guarantee.

11.9 **Direct Debit**

If provided for in the Contract Confirmation Buyer may make payments by direct debit.

11.10 **Cash Payment**

If the Contract Confirmation provides for payments to be made in cash, then Buyer must satisfy BP or its Deliverer of the immediate availability of sufficient cash before the delivery is made. If there are any applicable restrictions or regulations on payments in cash, BP or its Deliverer may refuse delivery unless BP is satisfied:

11.10.1 it can accept a cash payment; and

11.10.2 if the currency of the payment is not US dollars, that the rate of exchange is such that it will recoup at least an amount equivalent to the full US dollar price.

11.11 **Cash Deposits**

If at any time BP requires Buyer to provide a cash deposit, Buyer shall enter into a cash deposit agreement in BP's set form (which is available from BP). If it has requested a cash deposit agreement, BP shall have no obligation to deliver Fuel unless it holds an executed valid and enforceable cash deposit agreement which complies with any local registration requirements and has received the cleared funds.

12. **DUTIES, FEES, TAXES AND CHARGES**

12.1 All prices for Fuel are exclusive of Taxes.

12.2 Buyer shall pay any Taxes levied or imposed, whether directly or indirectly, upon the Quantities supplied under the Agreement, or upon their storage, export, import, ownership, use, handling, purchase, sale, delivery, transportation, defueling or on BP in respect of such Quantities.

12.3 If BP pays any sums in respect of Taxes which are Buyer's responsibility, Buyer shall in each case pay BP the US dollar equivalent of that sum, calculated at the IATA exchange rate notified for that month.

12.4 BP shall use reasonable endeavours (but with no obligation to litigate) to support any claim Buyer may have to any reduction or drawback of Taxes to which Buyer is entitled in respect of deliveries of Fuel (including by making sure the deliveries are staged in a particular way, if this helps). If supporting Buyer in this way leads to additional costs for BP, Buyer shall pay those additional costs.

12.5 If Buyer is entitled to purchase any Fuel under the Agreement free of Taxes, Buyer shall deliver a valid exemption certification (such as an Air Operator Certificate) to BP in advance of BP delivering the Fuel and, where applicable, sign the tax declaration on the relevant Delivery Note upon delivery of the Fuel in accordance with the relevant local tax regulations.

12.6 Any on airport charges levied on BP at any time in respect of deliveries under this Agreement by any national, state, local or airport authority and any costs or charges payable in respect of BP's compulsory stockholding obligations under national law shall be charged to Buyer in addition to the Price.

12.7 Any new off-airfield third party fees charged to BP by any national, state, local or airport authority at any time in respect of deliveries under this Agreement shall be charged to Buyer in addition to the Price. Such new fees shall not include any off-airfield third party fees charged to BP at the commencement of the Agreement.

13. **AD HOC SALE AND USE OF ID CARDS**

13.1 If Buyer or Buyer's Representative presents a valid Air BP Card at a location other than a Location, BP may (but is not obliged to) supply Fuel to Buyer at that location (an '**Ad Hoc Sale**'). Ad Hoc Sales are subject to the terms of the Agreement, unless BP notifies Buyer of any changes to the terms as it reasonably considers to be appropriate for such Ad Hoc Sale, including, changing the price, quantity, location, or Relevant Specification for the Ad Hoc Sale.

13.2 Buyer shall:

13.2.1 notify BP immediately in writing if an Air BP Card is stolen, lost or subject to actual or suspected unauthorised use or in the case of Buyer's Aircraft no longer being under the control of Buyer, whether due to Buyer having sold such Aircraft or otherwise. Buyer must provide all information in its possession as to the circumstances of the loss, theft, misuse or cancellation of the Air BP Card. BP may disclose, as it deems necessary, any information it considers relevant. Notifications should be sent to:

Email: sterling@bp.com

Address: Customer Service Air Cards Team Air BP, BP Business Service Centre, 32-34 Soroksári út, H-1095 Budapest, HUNGARY; and

13.2.2 indemnify BP from and against all losses, claims, demands, expenses or costs which BP suffers as a result of:

- (a) Buyer's or Buyer's Affiliates' Air BP Card being used by an unauthorised person, or
- (b) any negligence, dishonest or criminal conduct relating to the use of an Air BP Card by Buyer or Buyer's Representatives.

Such indemnity shall not extend to negligence, dishonest or criminal conduct arising at any time later than two days after BP's receipt of notification from Buyer of the misuse, loss or theft of the Air BP Card.

13.3 All Air BP Cards remain BP's property. BP may cancel or vary the conditions of use of an Air BP Card at any time. Any cancelled Air BP Card must be returned to BP promptly.

HEALTH AND SAFETY

14. HEALTH, SAFETY, LEGAL COMPLIANCE AND THE ENVIRONMENT

14.1 Buyer shall comply with the HSE Information and ensure that all relevant Affiliates, employees, agents, contractors and users comply with the HSE Information.

14.2 Buyer shall comply with all relevant health, safety and environmental laws, regulations and government recommendations applicable in any jurisdiction in which Buyer receives Fuel delivered under the Agreement.

14.3 Buyer shall ensure it, its Affiliates, Buyer's Representatives and service providers comply with all applicable airport rules and regulations at each Location, including in respect to safe driving and use of vehicles. A clear unobstructed exit path for fuelling vehicles is to be left throughout the fuelling operation.

14.4 BP shall not be responsible for any loss, damage or injury resulting from any hazards which are inherent in the nature of the Fuel it delivers.

14.5 Buyer shall co-operate with BP and its Deliverer in respect of all safety measures. Buyer shall ensure that passengers are kept at a safe distance and no maintenance work or operation of equipment which may create a source of ignition is carried out in the vicinity of any delivery or removal of Fuel. If Buyer fails to co-operate, BP may in its absolute discretion cease or suspend delivery or removal and any exercise or forbearance in exercising such discretion shall be without prejudice to any other rights of BP.

14.6 Buyer shall indemnify and keep indemnified, defend and hold harmless BP and its Deliverers against all liabilities, claims, damages, losses and/or proceedings directly or indirectly arising out of or in any way connected with the failure by Buyer to comply with all or any of Buyer's obligations under Sections 14.1 to 14.5 inclusive.

14.7 BP may hold and process Personal Data about the Buyer and/or the Buyer's Representatives in order to satisfy its obligations under this Agreement or as required by law. BP may hold the personal data in BP systems which, because BP operates globally, may be situated outside of the European Economic Area or other relevant jurisdictions and which may be accessed by other BP Affiliates, joint ventures or third party sub-contractors or agents to satisfy obligations under the Agreement or as required by law. BP may send the Buyer marketing communications in line with the Buyer's expressed marketing preferences.

NON STANDARD SALES ARRANGEMENTS

15. MANAGED PRICE PHYSICAL SALES

This Section only applies where BP has agreed in the Contract Confirmation to sell Fuel to Buyer at a Fixed Price, Maximum Price or Minimum Price (or any combination of these concepts). If this is not the case, please ignore this section and move to Section 16.

15.1 Additional Definitions

In addition to the definitions in Section 1, the following capitalised words have the following meanings when used in this Section 15:

'**Agreed Volume**' means the aggregate amount of Fuel stated in Appendix 1 of the Contract Confirmation which the Parties have agreed will be part of a Managed Price Physical Sale at a Location and/or Location Group during the Term or a target aggregate amount of Fuel stated in Appendix 1A of the Contract Confirmation, as the case may be (as each are amended from time to time pursuant to the Contract Confirmation);

'**Delivery Period**' means a period within the Term, as stated in clause [2] of the Contract Confirmation and Appendix 1 or Appendix 1A, as the case may be (as each are amended from time to time pursuant to the Contract Confirmation);

'**Fixed Price**' means a fixed price per unit of Fuel which the Parties specify in Appendix 1 or a target fixed price per unit of Fuel which the Parties specify in Appendix 1A of the Contract Confirmation, as the case may be (as each are amended from time to time pursuant to the Contract Confirmation) and which they specifically note is a Fixed Price in the relevant Appendix;

'**Location Group**' means each group of Locations:

- (a) where the volume commitment can be shared across those locations;
- (b) which use the same Price Reference; and
- (c) where BP's rights and obligations under the Agreement may be assigned or delegated to Affiliates or third parties further to Section 21.2.;

'**Managed Price Physical Sale**' is an arrangement where BP has agreed to sell Fuel to Buyer at a Fixed Price, or with a Maximum Price or Minimum Price (or any combination of these concepts);

'**Maximum Price**' means the maximum price for Fuel within an Agreed Volume, as stated in Appendix 1 of the Contract Confirmation or a target maximum price for Fuel within an Agreed Volume which the Parties specify in Appendix 1A of the Contract Confirmation, as the case may be (as each are amended from time to time pursuant to the Contract Confirmation);

'**Minimum Price**' means the minimum price for Fuel within an Agreed Volume, as stated in Appendix 1 of the Contract Confirmation or a target minimum price for Fuel within an Agreed Volume which the Parties specify in Appendix 1A of the Contract Confirmation, as the case may be (as each are amended from time to time pursuant to the Contract Confirmation); and

'**Term**' means the period expressed in Appendix 1 or the period requested by the Buyer in Appendix 1A of the Contract Confirmation as the duration of the Managed Price Physical Sale arrangement (as each are amended from time to time pursuant to the Contract Confirmation).

15.2 Application of this Section

During the Term, this Section 15 applies in relation to the sale of the Agreed Volume and takes precedence over any other provision in the General Terms and Conditions.

15.3 Managed Price Physical Sales

15.3.1 Where a Managed Price Physical Sale is agreed, then in respect of each delivery of Fuel from the Agreed Volume the Price shall be determined as set out in Table B below.

Table B

Agreed pricing approach	Price payable (subject to Section 12)
Fixed Price	The Differential plus the Fixed Price
Maximum Price	The Differential plus the Price Reference (but if the Price Reference increases above the Maximum Price, the Maximum Price will be used instead)
Minimum Price	The Differential plus the Price Reference (but if the Price Reference drops below the Minimum Price, the Minimum Price will be used instead)
Minimum Price and Maximum Price	The Differential plus the Price Reference (but if the Price Reference drops below the Minimum Price, the Minimum Price will be used instead and if it increases above the Maximum Price, the Maximum Price will be used instead)

15.3.2 Where, in addition to one of the pricing approaches set out in Table B, the Contract Confirmation also specifies the Price Reference and Differential that will be used without any limits or modification during the Delivery Period, then during that Delivery Period:

- (a) the pricing approach set out in Table B will apply to the Agreed Volume; and
- (b) the Price Reference plus Differential will apply to any volume bought by Buyer in excess of the Agreed Volume.

15.3.3 To work out the applicable Price, each delivery will be deemed to have been purchased at the time delivery is completed (local time at the place of the delivery). BP shall allocate deliveries of Fuel between the Agreed Volume and any excess volume approximately but not necessarily exactly on a chronological basis, in accordance with BP's delivery data processing procedures. Deliveries in respect of Managed Price Physical Sales shall take priority over all other deliveries in Appendix 1 (as amended from time to time

- pursuant to the Contract Confirmation) and all deliveries in respect of Managed Price Physical Sales shall be completed in the order such deliveries have been confirmed pursuant to the Agreement.
- 15.3.4 If no Differential is stated for the Agreed Volume, the Differential shall be the same as the Differential for volume in excess of the Agreed Volume.
- 15.3.5 Buyer acknowledges that BP and its Affiliates enter into hedging arrangements to be able to offer the Agreed Volume on Managed Price Physical Sale terms. If Buyer for any reason (including any Force Majeure Event) fails to purchase the Agreed Volume during the Term, or Buyer properly terminates the Agreement early other than for cause under Section 20.3.1, then Buyer shall indemnify BP and its Affiliates for any Losses or losses that it or they may suffer under any of the hedging arrangements that it or they have entered or are committed to enter into in connection with the supply of the Agreed Volume to Buyer and its Affiliates, including without limitation any hedge break costs. BP's Affiliates shall be entitled to enforce this provision directly against Buyer. The indemnity in this Section 15.3.5 shall not apply to the extent Buyer's failure to purchase the Agreed Volume during the Term is due to BP being unable to supply the Agreed Volume to Buyer.
- 15.3.6 Buyer warrants that it has used its own judgment in deciding to enter into the Agreement and is not relying on any communication (written or oral) from BP or any of BP's Affiliates as investment advice or as a recommendation to enter into the Agreement. Buyer understands that no communication (written or oral) received from BP or any of BP's Affiliates will be deemed to be an assurance or guarantee as to the expected results of the Agreement, nor any transaction entered into as a result of the Agreement.
- 15.3.7 Buyer warrants, undertakes and confirms that all representatives of Buyer who communicate with BP and its representatives have the authority to bind Buyer to all terms to be agreed by email or on any conference calls held in respect of Managed Price Physical Sales pursuant to the Agreement.
- 15.3.8 To the extent permitted by applicable law, the Parties (i) consent to the recording of telephone conversations between the trading, marketing and other relevant personnel of the Parties in connection with the Agreement or any transaction or potential transaction, (ii) agree to obtain any necessary consent of, and give any necessary notice of such recording to, the relevant personnel, (iii) agree that recordings may be submitted in evidence in any proceedings in connection with the Agreement, and (iv) acknowledge and consent that BP may from time to time and without further notice (a) retain electronic transmissions (including telephone conversations, email and instant messaging between the Parties representatives in connection with the Agreement, any potential transaction and any transaction, or other commercial matters between the Parties) on central and local databases for BP's legitimate purposes, and (b) monitor electronic transmissions through BP's internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for legitimate business purposes.

LEGAL CLAUSES

16. FORCE MAJEURE

- 16.1 Except as referred to in Section 16.2, neither Party will be in breach of the Agreement for any failure to carry out or observe its obligations if such failure is due to a Force Majeure Event.
- 16.2 Section 16.1 does not relieve a Party from any accrued obligation to make payment or observe indemnities it gives under the Agreement.
- 16.3 The Party delayed or prevented by a Force Majeure Event shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event, and shall resume performing its obligations as soon as it is able. This obligation does not extend to requiring a Party to settle strikes or lockouts or government claims by acceding to any demands where the Party considers it would be inappropriate to do so.
- 16.4 If a Force Majeure Event affecting BP means that deliveries are delayed, hindered or prevented, Buyer shall be free to purchase Fuel from third parties while deliveries are so impacted.
- 16.5 If there is a shortage of Fuel at any Location due to a Force Majeure Event or otherwise, such that BP is unable to meet requirements for sales to customers at that Location, BP may, after discussing the matter with its customers, make what BP considers to be an appropriate allocation of Fuel among its customers.
- 16.6 A Force Majeure Event affecting either Party's Affiliates, Deliverer or other agent or subcontractor at any Location, shall, as to that specific Location, be considered a Force Majeure Event affecting that Party.

17. ANTI CORRUPTION, TRADE CONTROL AND BOYCOTT

- 17.1 BP has a zero tolerance policy towards bribery and corruption, including as regards providers of services to BP and Facilitation Payments/grease payments. Each Party confirms that it will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations and will not offer, give, promise to give or authorise the giving to any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value including, without limitation, Facilitation Payments, in order to obtain, influence, induce or reward any improper

advantage. Each Party will make sure that its directors, officers, employees and Affiliates all comply with the obligations in this Section 17.1 (together, the '**Anti-Corruption Obligation**').

17.2 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be interpreted or construed, as inducing or requiring either Party to act in any manner (including failing to take any actions in connection with any sale or delivery of Fuel) which is inconsistent with, penalised or prohibited under any laws, regulations, decrees, ordinance, order, demand, request, rules or requirements of the United States of America applicable to such Party which relate to international boycotts of any type.

17.3 No Party shall be obliged to perform any obligation otherwise required by this Agreement including, without limitation, an obligation to:

17.3.1 perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or

17.3.2 engage in any other act(s),

if this would be in violation of, inconsistent with, or expose such Party to punitive measures under, any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the European Union, any EU member state, Switzerland, the United Nations or the United States of America applicable to the parties relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws (the '**Trade Restrictions**').

17.4 Where any performance by a Party would be in violation of, inconsistent with, or expose such party to punitive measures under the Trade Restrictions, such party (the '**Affected Party**') shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:

17.4.1 to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or

17.4.2 where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment,

in each case without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses).

17.5 Nothing in this Section 17 shall be taken to limit or prevent the operation, where available under the governing law of the Agreement, of any doctrine analogous to the English Common Law doctrine of frustration.

18. **LIABILITY AND INDEMNITY**

18.1 Except where expressly provided in the Agreement, neither Party shall be liable for:

18.1.1 any loss of profits; or

18.1.2 indirect, punitive or special damages,

arising in connection with the Agreement, regardless of whether those losses could be foreseen and regardless of whether the possibility of such losses arising has been brought to the Party's attention.

18.2 Notwithstanding any other provision of this Agreement, no exclusions or limitations shall apply in the case of fraud or fraudulent concealment.

18.3 Subject to Section 18.2, for any delivery where BP does not provide Into-Plane Services, the liability of BP for any loss, damage, claim or other expenditure arising from BP failing to perform its obligations under the Agreement shall be limited to the prompt refund of the Price of an affected delivery or (at BP's option), the replacement of affected Fuel at no additional cost to Buyer.

18.4 Where the Delivery Point is Into-Wing and BP or its Affiliate or representative performs Into-Plane Services, BP excludes any liability for any damage, costs or losses incurred or suffered by Buyer arising out of the contamination of the Fuel supplied by BP, if the contamination is caused by:

18.4.1 contaminants in Buyer's Aircraft which existed before the time of supply; or

18.4.2 in case of over-wing fuelling, contaminants which enter Buyer's Aircraft during the delivery of Fuel by BP from the environment outside of the refuelling equipment (for example, the ingress of dust or water if Delivery Services are performed in sandstorms or in the rain respectively), except to the extent caused by the Gross Negligence or Wilful Misconduct of BP or its Deliverer.

18.5 Save in respect of any matter which is dealt with under another indemnity or exclusion contained in the Agreement, each Party shall indemnify, defend and hold the other harmless from all Losses asserted against the other by any person (including without limitation employees of either Party) for personal injury, death, loss of or damage to property, or alleged violations of law, if those damages, claims or demands result from the indemnifying party's wilful or negligent acts or omissions. Where personal injury, death or loss of or damage to property is the result of the joint wilful or negligent acts or omissions of the Parties, the Parties shall indemnify each other in proportion to their respective level of responsibility for death, injury or damage to property.

- 18.6 BP shall not be liable under the warranties in Section 4 and the remedies in this Section 18 shall be deemed waived by Buyer and BP shall not be liable for a breach unless Buyer:
- 18.6.1 properly stores, loads, uses and maintains the Fuel, and conforms with any written recommendations of BP provided to Buyer, including but not limited to the HSE Information;
 - 18.6.2 does not modify the Fuel in any way other than pursuant to BP's reasonable written instructions or approval;
 - 18.6.3 does not use the Fuel in any way in contradiction with its intended use or in contradiction of BP's reasonable written instructions;
 - 18.6.4 does not subject the Fuel to any kind of misuse or detrimental exposure;
 - 18.6.5 does not adulterate, add to, mix, commingle or blend the Fuel with any other products (other than aviation jet kerosene of the same Relevant Specification), additives, materials or substances without first obtaining the written permission of BP (not to be unreasonably withheld);
 - 18.6.6 makes a valid and timely claim pursuant to Section 19, and
 - 18.6.7 provides BP with full opportunity to inspect, measure and test the Fuel, including the timely provision of a retained sample (one US gallon minimum) from any affected Fuel.

18.7 Buyer understands and agrees that the indemnities and limitation and exclusion of liabilities granted by Buyer under Sections 13.2.25.4, 5.5.10, 5.5.12, 13.2.2, 14.6, 15.3.5, 18.1 to 18.5 are for the benefit of BP, its Affiliates, agents, sub-contractors and Deliverers, and that BP is acting as the agent and trustee of such other persons in accepting such indemnities, limitations and exclusions of liability. Such other persons shall be entitled to enforce the indemnities and limitations and exclusions of liability directly against Buyer or its Affiliates.

19. **COMPLAINTS, CLAIMS**

- 19.1 If Buyer believes that a delivery is short or late and wishes to make a claim against BP as a result, Buyer shall note the basis of its complaint on the Delivery Note and must provide a written claim to BP within fifteen (15) days after the delivery date.
- 19.2 If Buyer discovers a defect in the Fuel and wishes to make a claim against BP, it shall notify BP as soon as practicable after discovering the defect and in any case must provide a written claim to BP within fifteen (15) days after the delivery date of the relevant Fuel.
- 19.3 If Buyer or Buyer's Affiliate does not make a written claim within the fifteen (15) day period referred to above, Buyer waives its rights to make a claim.

20. **EARLY TERMINATION**

- 20.1 If either Party stops operating at any Location for any reason, either Party shall have the right to terminate the Agreement in respect of that Location. This right operates without prejudice to any financial consequences of stopping the provision of Fuel which may be specified elsewhere in the Agreement (in particular the indemnity set out in Section 15.3.5). The terminating Party shall use its best endeavours to give thirty (30) days' written notice of such termination. The termination will be effective no earlier than the date of written notice to the other Party.
- 20.2 Buyer shall promptly notify BP in writing if there is a substantial change in the ownership or control of Buyer or of any of Buyer's Affiliates. Where such an event happens, BP shall have the option, at its sole discretion, to terminate the Agreement as to any Location affected by the change of control by giving thirty (30) days' prior written notice. This right operates without prejudice to any financial consequences of stopping the provision of Fuel which may be specified elsewhere in the Agreement (in particular the indemnity set out in Section 15.3.5).
- 20.3 A Party may terminate (in the case of Section 20.3.3 suspend and/or terminate) the Agreement immediately, in whole or in part, by written notice to the other Party if:
- 20.3.1 the other Party commits a material breach of the Agreement which, if curable, is not cured within ten (10) days after receipt of a notice from the non-breaching Party to cure the breach (and in the case of Buyer, non-payment of any amount when due under the Agreement or failure of Buyer to provide any guarantee or letter of credit after such being demanded in accordance with Section 11 will constitute a material breach). During any cure period for material breach, the non-breaching Party may suspend its performance of the Agreement without penalty; or
 - 20.3.2 the other Party (or, in the case of Buyer, any of Buyer's Affiliates, or any person or company which has provided security for Buyer or any of Buyer's Affiliates in respect of this Agreement) experiences a material adverse change in its financial condition (in the opinion of BP), becomes insolvent, makes a general assignment for the benefit of its creditors or commits an act of bankruptcy or if a petition for its reorganisation or readjustment of its indebtedness is filed by or against it, or if a receiver, trustee, administrator or liquidator of all or substantially all of its property is appointed or any other person other than the normal officers of the Party or Affiliate of Buyer concerned is appointed with responsibility for the management of that Party's business or any part of its assets; or

20.3.3 the other Party fails to comply with the Anti-Corruption Obligation (in Section 17.1) and the non-defaulting Party reasonably believes in good faith that such failure to comply with the Anti-Corruption Obligation is reasonably likely to cause direct or indirect damage to its reputation.

20.4 Upon termination all sums payable to BP shall become due and immediately payable to BP regardless of any payment terms agreed under this Agreement. Notwithstanding termination, each Party shall fulfil all its obligations which accrue under the Agreement before the termination becomes effective.

20.5 Sections 5.4, 5.5.10, 5.5.12, 13.2.2, 14.6, 15.3.5, 18, 24, 25, 27 and 32 and the Notices clause 5 in the Contract Confirmation shall survive termination of the Agreement and continue in full force and effect.

21. **ASSIGNMENT AND SUBCONTRACTING**

21.1 Buyer may not assign its rights or transfer or delegate its obligations in the Agreement, in respect of any Location, in whole or in part without the prior written consent of BP. BP will act reasonably in deciding whether to grant its consent.

21.2 BP may assign its rights or transfer, delegate or subcontract its obligations in the Agreement, in whole or in part, to its Affiliates or to third parties and Buyer hereby provides its consent to any such assignment, transfer, delegation or subcontract. Annex 1 contains a non-exhaustive list of such BP Affiliates and third parties, which list may be updated from time to time by BP at its discretion. Upon Buyer's written request, relevant updated information would be provided to the Buyer. Invoices for deliveries at Locations where BP has assigned, transferred, delegated or subcontracted its rights and obligations shall be issued in the name of the Deliverer. Except for an assignment or delegation hereunder to any successor in interest to BP's business at a Location, BP shall be jointly and severally liable for the performance by the transferee, delegate or subcontractor of the Agreement and BP shall continue to benefit from the indemnities, limitations and exclusions of liability granted by Buyer in the Agreement.

21.3 If BP assigns, transfers, delegates or subcontracts its rights or obligations under this Agreement, Section 21.2 shall apply to such transferee, delegate or subcontractor as if it were BP.

22. **SET-OFF AND WITHHOLDING**

22.1 BP may set off against payment for any amounts payable under the Agreement any sums held by BP for the account of Buyer.

22.2 Buyer shall not set off any amounts payable under the Agreement against any other sums owed by BP to Buyer and shall pay BP all amounts payable under the Agreement in full without any set-off, deduction or withholding, notwithstanding any amount required by law to be withheld by the Buyer.

23. **WAIVER**

23.1 No failure or delay of either Party (or its employees, Affiliates or agents) to exercise any right, power or remedy under the Agreement or at law shall operate as a waiver of that or any other right, power or remedy, except as provided in Section 19.3. No single or partial exercise of any exercise of such right, power or remedy shall prevent the further exercise of that or any other right, power or remedy.

23.2 No waiver by a Party of any provision or part of any provision of the Agreement shall be binding unless expressly confirmed in writing and signed by the authorised representatives of the Party giving the waiver.

24. **NON-DISCLOSURE**

The information contained in or disclosed in relation to the Agreement and any arbitration and arbitration award pursuant to it is confidential between the Parties. Either Party may only disclose such information to its professional advisers on condition that the recipient agrees to be bound by the restrictions of this Section 24, and to any other person outside its own organisation, its Affiliates or the Deliverers to the extent necessary to perform the Agreement and upon the prior written consent of the other Party being obtained, which consent shall not be unreasonably withheld. However, each Party is allowed to disclose information to any governmental or supranational authority to the extent disclosure is legally compulsory.

25. **NOTICES**

25.1 Notices under the Agreement shall be made in writing (including email) and shall be deemed duly given only when delivered to the other Party at the address stated in the Contract Confirmation.

25.2 In proving the giving of a notice it shall be sufficient to prove that delivery in person was made or that the envelope containing the notice was properly addressed and posted or that the email was properly addressed and transmitted, as the case may be. Upon request of a Party, the other Party will reconfirm the receipt of any notice.

25.3 Either Party may amend such address by giving the other Party not less than fifteen (15) days' notice in writing.

26. ENTIRE AGREEMENT

26.1 The Agreement and any agreed side-letter as referred to under Section 26.3 contains all agreements, arrangements and stipulations between the Parties in respect of the supply of Fuel for the Location(s) and supersedes all prior agreements, arrangements and stipulations in respect of the same subject.

26.2 In case of discrepancies between any provision in these General Terms and Conditions and any provision in the Contract Confirmation, such provision in the Contract Confirmation shall prevail.

26.3 The Parties have agreed the terms set out in the letter (if any) executed by the Parties and attached to the Contract Confirmation. The provisions of such letter shall take precedence over the terms of the Agreement.

27. GOVERNING LAW AND DISPUTES

27.1 Unless otherwise agreed between BP and Buyer in the Contract Confirmation:

27.1.1 the construction, validity and performance of the Agreement shall be governed by English Law without regard to any choice of law rules; and

27.1.2 all disputes between the Parties arising out of, or in connection with, the Agreement including any question regarding its validity, formation or termination, shall be finally settled through arbitration. Arbitration shall be governed under the rules of the London Court of International Arbitration (LCIA) and the number of arbitrators shall be three (3). The arbitration shall take place in London, England and the language of the arbitration shall be English. The arbitrators shall give a written record of their award and their reasons for their award. Nothing in this Section 27 shall prevent any Party from seeking provisional, interim or conservatory measures from any court of competent jurisdiction at any time. Any such request by a Party to a court for provisional, interim or conservatory measures shall not be deemed incompatible with the agreement to arbitrate in this Section 27 or a waiver of the right to arbitrate.

27.2 Buyer hereby waives any right of sovereign immunity as to it and its property in respect of the enforcement and execution of any award rendered by an arbitral tribunal constituted pursuant to Section 27.1.2.

28. SEVERABILITY

The provisions of the Agreement are severable and the invalidity of any provision in the Agreement shall not affect all other provisions, which will remain valid and binding.

29. MODIFICATIONS

Modifications or amendments to the Agreement are only valid when agreed in writing and signed by the authorised representatives of the Parties.

30. OFFICIAL VERSION

These General Terms and Conditions and the rest of the Agreement shall be executed in the English language and the English language will be the only official language. Translations in any other language may be made for convenience purposes, but those translations shall in no event limit, alter, interpret, define or amend the contents of the English version of the Agreement.

31. THIRD PARTY RIGHTS

31.1 Any third party which is expressly granted a right under the Agreement can enforce that right under United Kingdom's Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in relevant jurisdictions. Other than in respect of these express grants of rights, the application of United Kingdom's the Contracts (Rights of Third Parties) Act 1999 or relevant jurisdictional equivalent, is excluded from the Agreement.

31.2 Notwithstanding Section 31.1 above, the Parties may agree to vary the Agreement without notice to or the consent of any third party.

32. CONTINUING OBLIGATIONS

The Parties do not intend to create a continuing obligation to buy, sell or exchange petroleum products other than as specified in the Agreement. Accordingly, each Party expressly waives any rights it may have under any existing government regulations to insist upon the continued purchase, sale or exchange of petroleum products provided in the Agreement.

ANNEX 1

ENTITIES RESPONSIBLE FOR DELIVERY AT LOCATIONS

Deliveries at Locations in the following countries are currently undertaken by the following listed Deliverers which list may be subject to the updates and changes from time to time:

Locations in:	Assignee/Delegate/Subcontractor
ALBANIA	Air BP Albania Sh.A.
AUSTRALIA	BP Australia Pty Ltd
AUSTRIA	BP Europa SE Zweigniederlassung BP Austria (Branch)
BAHRAIN	BP Middle East Ltd
BELGIUM	BP Europa SE - BP Belgium (Branch)
BRAZIL	Air BP Brasil Ltda
CANADA	Air BP Canada LLC
CHILE	Air BP Copec S.A.
COSTA RICA	Refinadora Costarricense de Petroleo S.A.
CROATIA	Air BP Croatia d.o.o.
CYPRUS	BP Eastern Mediterranean Ltd
DENMARK	BP Aviation A/S
EGYPT	BP Marketing Egypt LLC
ESTONIA (international sales)	Air BP Ltd
ESTONIA (local sales)	Estonian Aviation Fuelling Services
FRANCE	BP France SA
GERMANY	BP Europa SE
GREECE	BP Oil Hellenic SA
HUNGARY	BP Europa SE Fioktelepe
INDIA	Indian Oil Corporation
IRELAND	Air BP Ltd
ISRAEL	Air BP Ltd
ITALY	Air BP Italia SPA
JAMAICA	BP + Amoco International Ltd
KOSOVO	Air BP Ltd (Kosovo branch)
KURDISTAN, IRAQ	Mach Monument Aviation Fuelling Company Ltd
LEBANON	Air BP Ltd or Lebanese Aviation Technical Services SAL
LUXEMBOURG	BP Europa SE - BP Belgium (Branch)
MOZAMBIQUE	BP Mocambique Lda
NETHERLANDS	BP Europa SE - BP Nederland (Branch)
NEW ZEALAND	BP Oil New Zealand Ltd
NORWAY	Air BP Norway AS
POLAND	Lotos – Air BP Polska Sp z oo
PORTUGAL	BP Portugal - Comercio de combustiveis e Lubrificantes SA
ROMANIA	Air BP Sales Romania SRL
RUSSIA	Air BP Ltd
SAUDI ARABIA	Air BP Ltd
SINGAPORE	BP Singapore Pte Ltd
SLOVENIA	Air BP Ltd

SOUTH AFRICA	BP Southern Africa (Pty) Ltd
SPAIN	BP Oil Espana SA
SWEDEN	Air BP Sweden AB
SWITZERLAND	BP Europa SE, Hamburg, Zweigniederlassung BP (Switzerland) Zug
TUNISIA	BP Marketing Egypt LLC
TURKEY	BP Petrolleri Anonim Sirketi
UKRAINE	Air BP Ltd
UNITED ARAB EMIRATES	BP Middle East LLC
UNITED KINGDOM	BP International Ltd
USA	For supplies in Oregon and Washington BP West Coast Products LLC and for all other supplies Air BP - a division of BP Products North America Inc.

Invoices for deliveries at the Locations listed above will be issued in the name of the delivering entity.

**ANNEX 2
RELEVANT SPECIFICATIONS**

Fuel Grade	Specification
Jet A	ASTM D1655
Jet A-1	ASTM D1655 Defence Standard 91-91 GOST R 52050
JP-8/F-34	MIL-DTL-83133 Defence Standard 91-87
TS-1	GOST 10227
Jet Fuel No. 3	GB 6537