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| **IATA STANDARD GROUND HANDLING AGREEMENT** |
| (SIMPLIFIED PROCEDURE) No. \_\_\_\_\_\_**-01 аоТВ/201\_** dated **\_\_\_\_\_\_\_, 201\_** |
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| ANNEX B – LOCATION(S), AGREED SERVICES AND CHARGES |

between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

having its principle office as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (hereinafter referred to as «The Carrier»)

and **JSC «Terminal Vladivostok»**

having its principle office as follows: Vladivostok Airport, 41 Vladimir Saibel St., Primorski Krai, 692756, Russia

 (hereinafter referred to as «The Handling Company»)

The present Annex B

With validity period from: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the location(s): Vladivostok (VVO)

Is valid from: \_\_\_\_\_\_\_\_\_\_\_201\_\_

**PREAMBLE:** This Annex B is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the Standard Agreement on ground handling (Standard Ground Handling Agreement-SGHA) of the January 2004 as published by International Air Transport Association (IATA) shall apply as if such terms have been repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

**PARAGRAPH 1. HANDLING SERVICE**

1.1. For a single ground handling consisting of the arrival and the subsequent departure at the agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A.

**SECTION 3 – RAMP SERVICES**

**3.6 Loading and Unloading**

3.6.1 (a) Provide

(3) suitable loading bridges.

1.2. The Carrier shall pay to the Handling Company according to charges, tariffs and prices effective in the Handling Company at the moment of provision of services or materials.

The Carrier shall pay to the Handling Company the charge for using the terminal building («A»).

The charge for using the terminal building («A»), as approved by the appropriate federal tariff authority of the Russian Federation, ground handling charges, other charges and prices shall be paid according to the Price list of airport and ground handling charges of JSC «Terminal Vladivostok», signed by an authorized person.

All charges, tariffs and prices for handling and materials provided under the present Agreement shall be invoiced in USD.

1.3. In the case of landing for purposes other than commercial, handling will be paid at the rate established by the governing document of the date of the flight.

1.4. Handling in case of return to ramp will not be charged extra provided that a physical change of load is not involved.

1.5. Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with Item 1.3 of this Annex B.

1.6. Handling company is entitled to engage third-parties in rendering of the handling service under the present Agreement.

**PARAGRAPH 2 – ADDITIONAL CHARGES**

2.1. All other services and the material resources not included in this Annex B will be paid according to the current charges of the Handling Company effective on the date of services rendering.

**PARAGRAPH 3 – SAFETY, SECURITY AND PUNCTUALITY**

3.1. The Handling Company recognizes that for any servicing demanded out of the established time, the time will be essential. However safety standards shall not be neglected under any circumstances.

Safety of flights should be considered in all operations and accompanying servicing. At decision making on production safety of flights always has a priority over other factors.

Safety is an integral part of all employees’ obligations of the Handling Company performing works for the Carrier and they will be acquainted with all procedures and security measures to apply them in the work. Each employee and any subcontractor directly or indirectly relevant to the servicing of the Carrier flights should adhere to this policy.

3.2. The Handling Company will do all depending from it, irrespective of aircraft arrival time in order to reasonably ensure the completion of servicing up the time of aircraft departure. The Carrier recognizes that at arrival with a delay priority servicing appears to aircraft carrying out flight according to allocated time slots.

3.3. The Handling Company is exempt from responsibility for failure to carry out or improper fulfillment of their obligations in case of flight delay caused by detection of obvious safety threat.

**PARAGRAPH 4 – WORK STANDARD**

4.1. Notwithstanding sub-article 5.2 of the Main Agreement the Handling Company will provide handling according to the Carrier instructions provided that such instructions do not contradict the procedures developed and confirmed by management of the Airport. The Carrier must provide the Handling Company all manuals with respective operation instructions. The Handling Company in turn agrees to provide handling according to the agreed service standards.

**PARAGRAPH 5 – REFUND OF CHARGES**

5.1. Any expenses incurred by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus a surcharge of 10 %.

**PARAGRAPH 6 – SETTLEMENT PROCEDURE**

6.1. Notwithstanding Article 7 of the Main Agreement the Handling Company will issue monthly invoices of rendered services in USD and other accounting records to the Carrier within the first five days following the reporting month.

6.2. Settlement of account for the rendered services shall be effected within 30 days from the receipt of invoice, by the Carrier.

6.3. The Carrier makes payment by bank transfer to the settlement account of the Handling Company:

Name: JSC «Terminal Vladivostok»

Beneficiary’s account (settlement account): № 40702810415403431478

Beneficiary’s bank: "Bank for Development and Foreign Economic Affairs (Vnesheconombank)"

Swift-code: BFEARUMM

6.4. The date of fulfillment of the Carrier’s payment obligations shall be the date of payment receipt on the Handling Company’s bank account. Payment expenses for bank services are incurred by the payer.

6.5. Invoices for handling shall be sent to the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6.6. The Carrier shall make payment in Russian Rubles at the rate of the Central bank of the Russian Federation on the date of the payment. The date of the payment is the day of the Carrier's remittance from the Carrier's bank. To confirm the remittance date the Carrier shall provide the Handling Company with a bank statement with bank approval records (on-line signature). The bank statement shall be e-mailed to: UtkinaMV@zaotv.ru, MyntaEM@zaotv.ru - within 3 (three) working days after the payment.

6.7. The Carrier has the right to make payments through the official representation:

Representation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representation`s TIN/CIE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representation`s account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representation`s bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARAGRAPH 7 – THE APPLICABLE LEGISLATION AND ARBITRATION**

7.1. Notwithstanding Paragraph 9 of the Main Agreement the Handling Company and the Carrier agree that in case of availability of disagreements or disputes concerning the subject, the maintenance, interpretation or actions of this Agreement of the party will try to settle all questions independently. In a case if to reach arrangements it is not obviously possible, the either party has the right to address in court for the dispute resolution. This agreement will be regulated and interpreted according to the legislation of the Russian Federation.

7.2. The Carrier guarantees the accuracy of the information provided at the conclusion of this Agreement: (essential elements, name and authority of the head).

7.3. For providing inaccurate information, specified in subparagraph 7.2 Paragraph 7 of this Agreement, the Carrier shall pay a fine in the amount of 1 000 USD.

**PARAGRAPH 8 – PERIOD OF VALIDITY, CHANGE AND DETERMINATION**

8.1. Irrespective of item 11.5 of the Basic Agreements, this Agreement remain in force until it will be terminated by an either party by means of the written notice to the other party 60 days prior to termination.

8.2. The Handling Company will have the right to change at any time the fees established by the Price list of airport fees and tariffs for ground handling. The Handling Company is responsible for timely renovation of the Price list and its placing on an official website of the Airport: www.vvo.aero, the block to Partners.

**PARAGRAPH 9 – CONFIDENTIALITY**

9.1. The Carrier and the Handling Company should store the Confidential information of other party in strict privacy and should not disclose a Confidential information received from other party, except for information transfer on a confidential basis to the employees, affiliate companies, agents, advisers or subcontractors for whom the given information is necessary in purposes of this Agreement and which are obliged to keep confidentiality of this data. The Carrier and the Handling Company will not use the Confidential information of other party except for the purposes provided by this agreement.

9.2. Obligations of confidentiality according to the given paragraph don't concern disclosing of the confidential information demanded to disclosing under the current legislation, or under any binding decision of court, the prescription or the requirement of any court or other competent authority.

**PARAGRAPH 10 – NOTICES**

10.1. According to items 11.3 of the Basic Agreement any notices or messages under this Agreement will be sent to the Parties at the following addresses:

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| **The Carrier** |  |
| Address |  |
| Tel. |  |
| Fax |  |
| E-mail |  |
| Current account |  |
| Bank |  |
| **The Handling company** | **JSC «Terminal Vladivostok»**  |
| Address | 41 Vladimir Saibel St., Artem, Primorski Krai, 692756 Russia |
| Tel. | (423) 230-67-86 |
| Fax  | (423) 230-67-86 |
| E-mail | info@zaotv.ru |
| Settlement account  | 40702810415403431478 |
| Bank | "Bank for Development and Foreign Economic Affairs (Vnesheconombank)" |
| SWIFT-code | BFEARUMM |
| Correspondent account  | 30101810500000000060 |
| TIN/CIE  | 2502039781/250201001 |
| BIC | 044525060 |

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|  **For and on behalf of** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **For and on behalf of****JSC** «**Terminal Vladivostok»**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Oleg. A. SeliverstovGeneral Director |