

# AIRCRAFT CHARTER AGREEMENT

This Agreement is entered into between:

1. **XXX**, having its principal place of business at **XXX** (Address) (hereinafter referred to as "**XXX**"); and
2. **Singapore Airlines Cargo Pte Ltd**, having its principal place of business at 30 Airline Road, 5-J Airfreight Terminal-5, Singapore 819830 (hereinafter referred to as "**SIA Cargo**").

## WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

### ARTICLE 1 – GENERAL

SIA Cargo shall charter to **XXX** and **XXX** shall take on charter from SIA Cargo an aircraft of the type as described hereunder for the service and period, for the price and on the terms and conditions specified herein.

- a) Aircraft : B747-400 Freighter  
(30 Main deck pallets and 9 lower decks)
- b) Transport of : Carriage of **XXX** from **XXX** to **XXX**.  
All cargo that is carried onboard the charter shall conform to the current edition of IATA Dangerous Goods Regulations as may be applicable.
- c) Load Capacity : Subject to load ability and operational restrictions, the maximum load capacity available for the above will be based on the flight schedule as per Article 1d.
- d) Flight Schedule : **XXX**
- e) Route of Operation : **XXX/XXX/XXX**
- f) Contract Period : The period of charter is as per the flight schedule in Article 1d.
- g) Charter Price : US Dollars, **XXX** (USD **XXX**) per charter, including current fuel surcharge @ **XXX** /kg for **XXX** ton and security surcharge.

Charter price is subject to adjustment by SIA Cargo in line with changes in fuel surcharges at the uplift station as at 15 days prior to flight departure. IATA exchange rate will be applied where necessary.

- h) Deposit : On behalf of **XXX**, **XXX** will furnish SIA Cargo a deposit of US Dollars **XXX** only (USD **XXX**) being equivalent to about 50 percent of the charter price in return for the planning of the charter flights. The deposit is to be provided upon confirmation by SIA Cargo of the operation of the charter flights. The full payment of the Charter price is to be made 15 days prior to the charter flight. The deposit is not refundable.

The deposit and full payment should be made to SIA Cargo by means of wire transfer. The bank information are as follows:

Name of Bank : XXX  
Branch : XXX  
Account Number : XXX  
Citibank New York ABA No.: XXX  
Swift Code : XXX  
CHIPS Routing Nbr : XXX

- i) Cancellation Fee : 50% of the charter price as per Article 1g if cancellation is effected by XXX within seven days of the flight departure as per Article 1d.

OR

The full charter price as per Article 1g if cancellation is effected by XXX within 48 hours of the flight departure as per Article 1d.

## ARTICLE 2 – SECURITY

1. In the operation of this Agreement, XXX shall ensure that the cargo tendered in for acceptance complies with all relevant security and legal requirements and/or directives of SIA Cargo, the Singapore Government and/or the relevant foreign authorities.
2. All shipments that relate to weapons of mass destruction (including but not limited to ammunitions and weapons of war) are strictly prohibited and it shall be the sole responsibility and liability of XXX to ensure that no cargo tendered by it to SIA Cargo is in violation of this provision.
3. XXX undertakes to ensure that the cargo tendered in are secured and have not been tampered with. Should any cargo tendered not comply with all relevant security requirements and/or directives of SIA Cargo, the Singapore Government and/or the relevant foreign authorities, SIA Cargo shall have the right to refuse acceptance of the cargo tendered in and XXX shall fully indemnify SIA Cargo for any expenses, losses or fines incurred by SIA Cargo as a result thereof.
4. XXX shall declare the carriage of any Dangerous Goods (as defined in Article 2(5) below) to SIA Cargo when seeking carriage quotation from SIA Cargo. All Dangerous Goods, if permitted for carriage, shall be handled in accordance with the prevailing IATA Dangerous Goods Regulations (including any variations thereof imposed by SIA Cargo) for transportation onboard the relevant aircraft and shall be accompanied by a duly signed Shipper's Declaration for Dangerous Goods form. All Dangerous Goods shall be accepted only with the use of an approved Dangerous Goods checklist. The Dangerous Goods shall be subject to an acceptance check by SIA Cargo's handling agents even if an acceptance check has been conducted using the Dangerous Goods checklist prior to transferring the Dangerous Goods to SIA Cargo. In addition, Dangerous Goods shall not be transferred in build up units. Shipments that require the use of "Special Provisions" as provided in the Dangerous Goods Regulations, or requiring specific over flight clearances and other prior governmental clearances, will not be accepted without prior clearance from SIA Cargo.
5. "Dangerous goods" refer to any article or substance that is capable of posing a significant risk to health, safety or to property when transported by air, as well as any other articles or substances that XXX advises SIA Cargo from time to time (For the avoidance of doubt, XXX shall refer to the IATA Dangerous Goods Regulations to ascertain whether its goods are acceptable for transportation by air).

6. Acceptance of cargo requiring special handling, such as Dangerous Goods, live animals, heavy or outsized cargo, shall be subject to prior approval of and confirmation of acceptance by SIA Cargo.
7. Heavy cargo refers to cargo weighing more than 1000kg per piece. And Outsized cargo refers to cargo exceeding any of the following - length 120 inch width 90 inch height 64 inch. For heavy and outsize cargo, XXX shall provide SQ Cargo the cargo weight and dimensions upon availability of information.
8. XXX shall declare the carriage of any cargo requiring special handling when seeking carriage quotation from SIA Cargo.
9. XXX undertakes that where the cargo tendered by it under this Agreement are cars, then XXX shall be solely responsible for manually rolling the cars in to, and out of the Aircraft and hereby agrees that the ground handling agent will only act as a guide during the entire roll-on, roll-off process.

### ARTICLE 3 – COSTS

1. The charter price specified in Article 1 shall include aircraft, crew salaries and per diems, maintenance of the aircraft and all other costs related to operations of the charter flight such as fuel, handling, landing and parking, navigation route charges and warehousing.
2. All the ULDs build-up and breakdown charges should be borne by XXX.
3. All additional ground handling charges including rental of ground handling equipment over and above the contract rates entered by SIA Cargo with the handling agents in XXX and XXX for the handling of the flight shall be settled by and be the sole responsibility of XXX.
4. In the event of any increase in cost incurred directly or indirectly by SIA Cargo in connection with (i) any event beyond the control of SIA Cargo, and (ii) this Agreement (including, without limitation, Aircraft parking at, or operations to and beyond, the places of destination and any intermediate stopping places), SIA Cargo may give written notice thereof to XXX and the amounts payable by XXX under Article 1 hereof, shall be increased by the amounts attributable to any such increase.

### ARTICLE 4– AUTHORISATIONS

1. Authorisations (i.e. permits for landing rights, arrival / departure slots, etc.) from governments and other authorities necessary to perform the flight shall be applied for by SIA Cargo as may be required.
2. XXX shall apply and obtain the required governmental approvals (e.g. customs permit) as may be required for the shipments to be carried on the charter as per the flight stated in Article 1d.

### ARTICLE 5 – CHANGES IN FLIGHT SCHEDULE

1. Changes and / or extensions on requests of XXX of the agreed charter flight schedule will be subject to the approval of SIA Cargo. Such changes may involve alterations to the charter price and shall be decided by mutual agreement.
2. SIA Cargo reserves the right to make any changes to the agreed charter flight schedule, including as to timing and flight path routing, due to operational reasons on the part of SIA

Cargo or otherwise at SIA Cargo's discretion. If such changes are not acceptable to XXX, XXX shall give notice thereof to SIA Cargo within 24 hours from the time XXX was informed of the changes in flight schedule or within the time period as may be required by SIA Cargo, failing which such changes shall be deemed accepted by XXX. Upon the giving of notice by XXX pursuant to this Article 5 (2), XXX may (a) request for changes to the proposed amended flight schedule pursuant to Article 5 (1) (subject to SIA Cargo's approval) or (b) terminate this Agreement forthwith, whereupon (i) no penalty shall be due or payable by either party and (ii) both parties will be absolved of all liability for any and all losses suffered therefrom.

3. Notwithstanding Article 1 (i), in the event this Agreement is terminated pursuant to Article 5 (2), any payments of the charter price after deducting the deposit, made by or for and on behalf of XXX to SIA Cargo shall be refunded to XXX, within a reasonable period of time, without interest, and such deposit shall be retained by SIA Cargo.

#### **ARTICLE 6 – NON PERFORMANCES**

1. If the authorisations (permits) required to be obtained by SIA Cargo and mentioned in Article 4 are absent, refused, untimely granted or cancelled due to no fault of SIA Cargo and the charter flight cannot be performed, this Agreement shall be terminated and no penalty shall be due or payable by either party and both parties will be absolved of all liability for any and all losses suffered there from.
2. In addition, in the event of unforeseen aircraft failures, crew limitations or safety and security concerns, which result in the inability of SIA Cargo to perform the charter as per Article 1 (d) and (e) within a reasonable time, this Agreement shall also be terminated and no penalty shall be due or payable by either party and both parties will be absolved of all liability for any and all losses suffered therefrom.
3. Notwithstanding Article 1 (i), any payments of deposit or charter price made by or for and on behalf of XXX to SIA Cargo shall be refunded to XXX, within a reasonable period of time, without interest, in the event the charter flight cannot be performed as aforesaid.

#### **ARTICLE 7 – EXTRA BLOCK HOURS / GROUND TIME HOURS**

1. Notwithstanding Article 6 thereof, XXX shall pay for the extra block hours (at US Dollar XXX per block hour) over the schedule hours as per Article 1 (f) and 1 (h) which are performed due to consequence of war, threat of war, orders or acts of governments including those of military and civil aviation authorities, reason of security, safety of the cargo onboard the aircraft or consequence of force majeure or any other reasons beyond the control of SIA Cargo.
2. Any deviation from the flight schedule due to reasons stated in para 1 of this article may involve one or more landings above those planned in the flight schedule. All such landings shall be deemed as part of the flight schedule and all cost incurred thereto shall be borne by XXX.
3. XXX shall pay for the extra ground time hours (at US Dollars XXX per hour) over and in addition to the scheduled ground time at XXX and/or XXX which are performed as a consequence of any delay arising on the part of XXX, its officers, agents, servants, contractors and/or employees.

#### **ARTICLE 8 – LIABILITY AND INDEMNITY**

1. XXX shall not make any claim against SIA Cargo for, and agrees to indemnify and hold harmless SIA Cargo, its officers, sub-contractors, agents, servants and/or employees from and against all, liabilities, damages and claims (including claims relating to ground handling services) and all costs and expenses incidental thereto, which may accrue against, be charged to or recoverable from SIA Cargo, its officers, sub-contractors, agents, servants and/or employees, by reason of injury to or death of any person or persons or any damage to property suffered by third parties arising out of or in any way connected with this Agreement, unless the same is caused by the gross negligence and / or wilful misconduct of SIA Cargo, its officers, sub-contractors, agents, servants and/or employees.
2. In no event will either party be liable to the other for any consequential loss or damage.
3. Notwithstanding anything to the contrary under this Agreement, in the event that XXX is in breach of Article 2, XXX shall not make any claim against SIA Cargo for, and agrees to indemnify and hold harmless SIA Cargo, its officers, sub-contractors, agents, servants and/or employees from and against all, liabilities, damages and claims (including, but not limited to claims relating to ground handling services) and all costs and expenses incidental thereto, which may accrue against, be charged to or recoverable from SIA Cargo, its officers, sub-contractors, agents, servants and/or employees, in connection with such a breach. For avoidance of doubts, XXX agrees to reimburse SIA Cargo for all liabilities, damages and claims (including, but not limited to claims relating to ground handling services) and all costs and expenses incidental thereto, which may accrue against, be charged to or recoverable from SIA Cargo as a result of XXX's breach of the provisions specified under Article 2 above. Any such reimbursement by XXX shall not absolve SIA Cargo of any of its rights under equity or at law.
4. In the event of a dispute between XXX and SIA Cargo on the quantum of settlements with claimants, the decision of SIA Cargo on such settlements shall be deemed final and conclusive.
5. For the avoidance of doubt, the transportation and carriage performed or to be performed hereunder is subject to the rules relating to liability of a carrier established by the applicable international convention(s) as ratified under the applicable governing laws of this Agreement.
6. Further to Article 2.9 above, in the event of any damage, loss, claims etc resulting from XXX's rolling of the cars in and out of the Aircraft, including but not limited to damage to the Aircraft, damage to the cars, injury / death to XXX or the ground handling agent's staff, XXX hereby unconditionally agrees and undertakes to indemnify and hold harmless SIA Cargo, its officers, sub-contractors, agents, servants and/or employees from and against all, liabilities, damages and claims (including, but not limited to claims relating to ground handling services) and all costs and expenses incidental thereto, which may accrue against, be charged to or recoverable from SIA Cargo, its officers, sub-contractors, agents, servants and/or employees, in connection with such roll-on, roll-off of cars on the Aircraft done by XXX. For avoidance of doubt, any such reimbursement by XXX shall not absolve SIA Cargo of any of its rights under equity or at law.
7. SIA Cargo shall not be held responsible in any way if any information requested by SIA Cargo, which information is deemed necessary for the performance of any flight or carriage under this Agreement (including, but not limited to the information being furnished under Article 14 hereunder), is not furnished by XXX, at least seven (7) working days before any flight or carriage is performed under this Agreement. Should such an event arise, XXX hereby agrees that the consignment shall be delivered to, and collected by, XXX at the place of destination at XXX's own risk, and SIA Cargo shall be absolved from any and all liabilities in connection with the carriage and delivery of the consignment under this Agreement.

## **ARTICLE 9 – TRAFFIC DOCUMENTS**

1. Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of SIA Cargo including the airway bill and the general conditions of carriage.

## **ARTICLE 10 – FORCE MAJEURE**

1. The parties shall not be liable for failure to comply with their obligations under this Agreement where such failure is genuinely caused by an Act of God or *force majeure*, or by any riot, civil commotion, strike, non-negligent accident, fire, war, acts of foreign enemies or any other reasons beyond the reasonable control of either party.
2. Notwithstanding the aforesaid, nothing herein shall be construed to affect any liability whatsoever which may have already accrued in favour of either party hereto against the other prior to the occurrence of the event specified in article 10.1 above.

## **ARTICLE 11 – APPLICABLE LAW**

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute between SIA Cargo and XXX in relation to the construction of this Agreement or any dispute relating to the flights and liabilities of the parties hereunder or any matter arising out of the same or connected therewith shall be resolved by way of arbitration in accordance with the rules of the Singapore International Arbitration Centre in the English language in Singapore and in accordance with the Arbitration Act (Chapter 10) of the Republic of Singapore or any statutory modification thereof for the time being in force.

## **ARTICLE 12 – NON-PARTNERSHIP**

1. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between SIA Cargo and XXX.

## **ARTICLE 13 – ENTIRE AGREEMENT**

1. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes and extinguishes any prior drafts, undertakings, representations, warranties and arrangements of any nature, whatsoever, whether or not in writing relating thereto. Any amendment to this Agreement must be made in writing and signed by both parties.

## **ARTICLE 14 – INFORMATION TO BE FURNISHED**

1. XXX's hereby agrees to furnish the following information to SIA Cargo at the time of execution of this Agreement:
  - Consignor's name, address, and contact person (if the consignor is a company)
  - Consignee name, address and contact person (if the consignee is a company)
  - Commodity type of cargo and purpose of cargo
  - Airport of uplift - IATA 3 letter code and full name
  - Airport of discharge - IATA 3 letter code and full name

- Gross weight of cargo and the number of MDs / LDs required

Agreed mutually this XXX day of XXX, 2008.

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Name: XXX  
Title: XXX  
Signed for and on behalf of:  
**SINGAPORE AIRLINES CARGO PTE LTD**

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Name: XXX  
Title: XXX  
Signed for and on behalf of:  
XXX