



AML GLOBAL LIMITED

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The Agent, AML Global Limited, provides services, in its capacity as a purchasing agent, to buyers of aircraft fuel on the terms and conditions set out in these General Terms and Conditions (GTC), which form a legally binding contract between the Agent and the Buyer.
- 1.2 The Buyer takes title to, and risk in, the fuel from the seller of the fuel; the Agent does not, in the performance of its functions under these GTC, take any such title or risk.
- 1.3 The Agent may also perform such related services, including arranging ground-handling services, as may be agreed with the Buyer in a particular case.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these GTC, defined terms shall bear the meaning set out in the schedule.
- 2.2 The headings in these GTC do not affect their interpretation.
- 2.3 References to any party shall include such party's successors.
- 2.4 References to any English legal term for any action, remedy, method or judicial proceeding or any legal concept shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

3. APPOINTMENT OF AGENT

- 3.1 The Buyer appoints the Agent as its agent to perform the Services on the terms of these GTC.
- 3.2 The Buyer acknowledges and agrees that the Agent shall perform the Services in the Agent's capacity as the agent of the Buyer, with the Agent acting strictly for and on behalf of the Buyer (with the Buyer being the principal). The Buyer further acknowledges and agrees that the Agent shall not be acting on its own account in respect of the Services.
- 3.3 By placing an order for Services with the Agent (whether by phone, email, website or in any other way), the Buyer agrees to these GTC.
- 3.4 The Agent shall be under no obligation to perform any Services unless the Agent accepts the appointment in respect of the Services to which the Buyer's order relates and informs the

Buyer in writing accordingly, whereupon a legally binding contract shall be created between the Agent and the Buyer on the terms of these GTC:

- 3.5 The Agent and the Buyer may agree any variation to these GTC in respect of any particular Services which the Agent is to perform, provided that the Agent and the Buyer shall record any such agreement in writing.

4. SERVICES

- 4.1 The Agent shall perform the following Services for the Buyer under these GTC and by placing an order for Services the Buyer authorises and instructs the Agent to perform the Services for and on behalf of the Buyer:

4.1.1 negotiate with prospective suppliers of fuel for the Aircraft and negotiate and conclude the Fuel Agreement;

4.1.2 make arrangements for the supply of fuel pursuant to the Fuel Agreement and to liaise with the Buyer and the Seller and do such things as may in the opinion of the Agent be necessary or desirable in connection therewith;

4.1.3 make payments to the Seller on behalf of the Buyer and supply to the Seller any tax-related or other data which the Seller may reasonably need to raise any invoice under the Fuel Agreement or which the Seller may need to provide to any taxation or other official authority;

4.1.4 complete and submit to any airport authority, taxation authority or other official authority such forms, notifications or documents as may be necessary or desirable in connection with the purchase or delivery of the fuel or any of the other Services being provided by the Agent;

4.1.5 arrange for the provision of such ground-handling services as may be agreed, which may include, without limitation, the provision of crew-related services (such as the provision of food and beverages for the Aircraft crew or of hotel or other accommodation or facilities for their use) or Aircraft-related services (such as the provision of power or other utilities to the Aircraft);

4.1.6 provide such other services as the Agent and Buyer may agree; and

4.1.7 take such other actions as the Agent may consider to be necessary or desirable in connection with any of the foregoing.

- 4.2 The Buyer shall provide to the Agent on a timely basis such information and assistance as the Agent may request to facilitate the performance of the Services by the Agent.

5. FUEL AGREEMENTS

- 5.1 The Agent and the Buyer acknowledge and agree that:

- 5.1.1 the Agent shall, as part of the Services, negotiate and execute any Fuel Agreement strictly in the Agent's capacity as agent, acting for and on behalf of the Buyer;
 - 5.1.2 it would, in principle, be desirable for any such Fuel Agreement to specify that the Agent is acting for and on behalf of the Buyer and that the Agent is thus executing the Fuel Agreement in such capacity;
 - 5.1.3 sellers of fuel may sometimes insist on the use, without amendment, of the sellers' standard terms and conditions governing the sale of fuel, and that these may not distinguish between a purchaser of fuel who is acting on his own account and a purchaser of fuel who is acting as agent on behalf of a principal;
 - 5.1.4 irrespective of the terms and conditions of any Fuel Agreement, the Agent shall use its reasonable endeavours to bring to the attention of the Seller the fact that the Agent is acting strictly in the Agent's capacity as agent acting for and on behalf of the Buyer and otherwise to conduct itself vis-à-vis the Seller in such manner as may be appropriate and consistent with acting in such capacity (including by way of noting where appropriate the Agent's role as agent in any documentation concerning any fuel orders submitted to the Seller by the Agent and any associated fuel uplift releases);
 - 5.1.5 as between the Agent and the Buyer, the Agent and the Buyer shall for all purposes treat the Fuel Agreement (and any associated fuel orders and fuel uplift releases) as having been entered into by the Agent for and on behalf of the Buyer, notwithstanding that there may be any actual or apparent indications to the contrary as a result of anything contained in the Fuel Agreement or in any associated fuel orders and fuel uplift releases (including, for illustrative purposes, any language purporting to treat the Agent as the buyer of the fuel on its own account or the person to whom risk in or title to the fuel shall pass from the Seller to the Buyer); and
 - 5.1.6 the Agent and the Buyer shall structure and regulate their affairs accordingly and shall take such steps as may be necessary or desirable or which the Agent may request so as to produce the result that the rights and responsibilities of the Agent to the Buyer and of the Buyer to the Agent shall, as a practical matter, be unaffected by any such contrary indications in the Fuel Agreement and the position shall therefore be the same as it would have been if the Fuel Agreement were in all respects entirely consistent with the agent-principal relationship between the Agent and the Buyer.
- 5.2 The Agent and the Buyer acknowledge and agree that a Fuel Agreement may be concluded between the Agent and the Seller so as to enable the Agent to provide Services not just to the Buyer but also to other clients of the Agent, and accordingly the quantities of fuel which are obtained pursuant to a Fuel Agreement may exceed those which are required to satisfy the needs of the Buyer. By contracting on this basis, the Agent may seek to realise economies of scale for the benefit of the Buyer and the other clients of the Agent. These GTC shall apply to the provision of Services by the Agent to the Buyer under any relevant Fuel Agreement and the expression "Fuel Agreement" shall be construed accordingly.

5.3 The price in respect of the Services, including the price for fuel, shall be agreed between the Agent and the Buyer. The Buyer acknowledges that the Agent shall be under no obligation to disclose to the Buyer the commercially confidential terms of the Fuel Agreement (including the identities of any other clients for which the Agent is acting in respect of the Fuel Agreement, the price at which and the other commercial terms upon which the Seller sells the fuel and the overall quantities of fuel to which the Fuel Agreement relates).

6. DELIVERY OF AND TITLE TO FUEL

6.1 Unless otherwise agreed by the Agent and the Buyer, the Seller shall deliver fuel to the Aircraft in accordance with the then-applicable version of the IATA Guidance Material on Standard Into-Plane Fuelling Procedures.

6.2 Title to, and risk of loss of, the fuel shall pass to the Buyer:

6.2.1 (where fuel is delivered on an into-plane basis) at the time the fuel passes the inlet coupling of the Aircraft; or

6.2.2 (where fuel is delivered otherwise than on an into-plane basis) at the time the fuel passes into a fuel storage facility as agreed by the Buyer and the Agent.

6.3 The Buyer and the Agent acknowledge and agree that the Agent shall at no time take title to, or risk of loss of, any fuel which is provided as part of the Services.

6.4 The Buyer and the Agent acknowledge and agree that clause 6.3 shall apply regardless of whether the Buyer is itself the operator of the Aircraft or the Buyer is a reseller of fuel, and in the latter case the Buyer and its ultimate end purchaser must cater accordingly as between themselves with the passing of title to, and the allocation of risk and the delivery arrangements in respect of, the fuel.

6.5 Notwithstanding any actual or apparent indications in the Fuel Agreement or otherwise that the Agent shall or may take title to, or risk of loss of, any fuel purchased under any Fuel Agreement, the Buyer and the Agent acknowledge and agree that, as between the Agent and the Buyer, the Agent and the Buyer shall for all purposes treat the Fuel Agreement as having been entered into by the Agent strictly for and on behalf of the Buyer, such that the Agent shall at no time take title to, or risk of loss of, any fuel.

6.6 The Agent and the Buyer shall structure and regulate their affairs in accordance with this clause 6 and shall take such steps as may be necessary or desirable or which the Agent may request so as to produce the result that the Agent shall at no time take title to, or risk of loss of, any fuel.

7. BUYER WARRANTIES

7.1 The Buyer represents and warrants to the Agent that until such time as the Services have been performed and to the extent applicable thereafter:

- 7.1.1 the Aircraft shall be registered, operated and maintained in accordance with all applicable law and regulation;
- 7.1.2 the Buyer shall, and the Buyer shall procure that the Buyer's employees, agents and subcontractors shall, provide such reasonable assistance as the Seller or the Agent may require in connection with the delivery of the Services, including without limitation so as to facilitate the delivery of fuel to the Aircraft and to ensure that the Aircraft is maintained in a good and proper condition and operated in accordance with the manufacturer's operating procedures so as to enable such delivery;
- 7.1.3 the Buyer shall be solely responsible for and shall promptly pay any Taxation Liability and shall provide to the Agent promptly upon request evidence thereof;
- 7.1.4 the Buyer shall not take (or as the case may be refrain from taking) any action which may lead to the imposition on the Agent of any Adverse Taxation Liability and the Buyer shall promptly take such steps as the Agent may request with a view to facilitating any attempt by the Agent to avoid or limit any Adverse Taxation Liability;
- 7.1.5 to the extent that the Agent incurs any Adverse Taxation Liability, the Buyer shall promptly take such steps as the Agent may request with a view to facilitating any attempt by the Agent to set aside any decision relating to, or obtain any form of reimbursement for, such Adverse Taxation Liability;
- 7.1.6 the Buyer shall not take (or as the case may be refrain from taking) any action which may lead to the imposition on the Agent of any liability under or in connection with any Adverse Event and the Buyer shall promptly take such steps as the Agent may request with a view to facilitating any attempt by the Agent to avoid or limit any liability under or in connection with any Adverse Event;
- 7.1.7 to the extent that the Agent incurs any liability under or in connection with any Adverse Event, the Buyer shall promptly take such steps as the Agent may request with a view to facilitating any attempt by the Agent to set aside any decision relating to, or obtain any form of reimbursement for, such Adverse Event; and
- 7.1.8 the Buyer shall seek recourse from the Seller (and not from the Agent) to the extent that the Seller should fail or may have failed to perform any of the Seller's obligations under or in connection with the Fuel Agreement or the Buyer is otherwise dissatisfied with the fuel.

8. INSURANCE POLICIES

- 8.1 The Buyer represents and warrants to the Agent that until such time as the Services have been performed and to the extent applicable thereafter:

- 8.1.1 the Buyer shall maintain appropriate and adequate Insurance Policies and shall pay all premiums and any other taxes or charges and take such other actions as may be necessary or desirable to keep the Insurance Policies in full force and effect;
 - 8.1.2 the Buyer shall not without the prior written consent of the Agent let any Insurance Policies lapse or expire (or take or omit to take any other action which may jeopardise the ability to make any claim under the Insurance Policies) or take out or maintain any substitute or replacement Insurance Policies; and
 - 8.1.3 the Insurance Policies shall be in accordance with all applicable law and regulations and of the type which a prudent person carrying on a substantially similar business would take out and maintain.
- 8.2 The Buyer shall provide to the Agent promptly upon request copies of the Insurance Policies together with confirmation that all premiums therefor have been paid.
- 8.3 The Buyer shall provide to the Agent promptly upon request such assistance as may be necessary to ensure that the interest of the Agent in the Insurance Policies is duly noted on the Insurance Policies and to provide evidence thereof.
- 8.4 Insofar as the Agent may incur any liability under or in connection with any Adverse Event, the Buyer shall promptly provide such assistance as the Agent may request to:
- 8.4.1 establish whether any such liability may be considered to constitute an insured risk under any of the Insurance Policies and whether the circumstances may be such as to permit the making of any claim by any person under the Insurance Policies;
 - 8.4.2 enable the Agent to make and pursue any claim under the Insurance Policies (whether in the Agent's own name or by way of the Agent acting as agent for the Buyer);
 - 8.4.4 enable the Buyer to make and pursue any claim under the Insurance Policies (whether in the Buyer's own name or by way of the Buyer acting as agent for the Agent) in accordance with the directions given by the Agent; and
 - 8.4.5 remit to the Agent the proceeds of any claim under the Insurance Policies received by the Buyer (pending which the Buyer shall hold them on trust for the Agent).

9. LIMITATION OF LIABILITY

- 9.1 Nothing in these GTC shall limit or exclude the liability of either the Agent or the Buyer for:

- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.1.2 fraud or fraudulent misrepresentation or wilful breach of contract or misconduct; or
 - 9.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 9.2 Subject to clause 9.1, neither the Agent nor the Buyer shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 9.2.1 any loss of profit, revenue, or anticipated savings; or
 - 9.2.2 any loss that is an indirect or secondary consequence of any act or omission of the party in question.

10. INDEMNITY

- 10.1 Subject to clause 9, the Buyer shall indemnify the Agent against:
- 10.1.1 any Adverse Taxation Liability to which the Agent may be subject as a result of any determination or purported determination by any taxation or other authority that for the purposes of any law or regulation or contract (including the Fuel Agreement) the Agent has, or is to be treated as though the Agent had, entered into any Fuel Agreement or performed any other Services or taken any other step in connection therewith on any basis other than strictly in the Agent's capacity as the agent of the Buyer and for which such Adverse Taxation Liability the Agent would not otherwise have been liable;
 - 10.1.2 any liabilities to which the Agent may be subject as a result of any determination or purported determination by any airport authority or other official body having any relevant powers of enforcement or otherwise under any applicable law or regulation that for the purposes of any law or regulation or contract (including the Fuel Agreement) the Agent is, or is to be treated as though the Agent were, responsible for any loss or damage which may arise under or in connection with any Adverse Event;
 - 10.1.3 liabilities to which the Agent may be subject as a result of any determination or purported determination by any airport authority or other official body having any relevant powers of enforcement or otherwise under any applicable law or regulation that for the purposes of any law or regulation or contract (including the Fuel Agreement) the Agent is, or is to be treated as though the Agent were, the person which takes title to, or risk of loss in respect of, any fuel; or the Agent is, or is to be

treated as though the Agent were, otherwise not acting in the Agent's capacity as the agent of the Buyer but instead acting on the Agent's own account; and

10.1.4 any breach by the Buyer of clause 7; and

10.1.5 any other liabilities (other than any Agent Liabilities and any liabilities to which clauses 10.1.1 to 10.1.4 inclusive relate) to which the Agent may be subject as a result of or in connection with the provision of the Services.

10.2 For the purposes of clause 10.1, any liabilities of the Agent shall be relevant, whether they may arise prior to, at the time of or subsequent to the delivery of any Services.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either the Agent or the Buyer may terminate the contractual relationship to which these GTC relate with immediate effect by giving written notice to the other party if:

11.1.1 the other party fails to pay any amount due under these GTC on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;

11.1.2 the other party commits a material breach of any term of these GTC and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

11.1.3 the other party repeatedly breaches any of the terms of these GTC in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these GTC;

11.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

11.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

11.1.6 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

11.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party, other than for the sole purpose

of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;

11.1.9 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

11.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

11.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 days;

11.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.4 to clause 11.1.11 (inclusive); or

11.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 For the purposes of clause 11.1.2, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from these GTC. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mistake or misunderstanding.

11.3 Without affecting any other right or remedy available to it, either party may terminate the contractual relationship to which these GTC relate on giving not less than 2 months' written notice to the other party.

11.4 Any provision of these GTC that expressly or by implication is intended to come into or continue in force on or after termination of these GTC shall remain in full force and effect.

11.5 Termination of these GTC shall not affect any rights, remedies, obligations or liabilities of the Agent and the Buyer that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these GTC which existed at or before the date of termination.

12. CONFIDENTIALITY

12.1 Each of the Agent and the Buyer undertakes that it shall not at any time during the contractual relationship to which these GTC relate, and for a period of two years thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients

or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each the Agent or the Buyer may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these GTC. Each of the Agent and the Buyer shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither the Agent nor the Buyer shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contractual relationship to which these GTC relate.

13. ANNOUNCEMENTS

Neither the Agent nor the Buyer shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of these GTC and the contractual relationship to which these GTC relate, or the relationship between them, without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. FORCE MAJEURE

Neither the Agent nor the Buyer shall be in breach of these GTC nor liable for delay in performing, or failure to perform, any of its obligations under these GTC if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under these GTC or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. RIGHTS AND REMEDIES

The rights and remedies provided under these GTC are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

17.1 If any provision or part-provision of these GTC is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these GTC.

17.2 If any provision or part-provision of these GTC is deemed deleted under clause 17.1, the Agent and the Buyer shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. ASSIGNMENT AND OTHER DEALINGS

The contractual relationship to which these GTC relate is personal to the Agent and the Buyer and neither the Agent nor the Buyer shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these GTC and the contractual relationship to which these GTC relate.

19. VARIATION

No variation of these GTC shall be effective unless it is in writing and signed by the Agent and the Buyer (or their authorised representatives).

20. ENTIRE AGREEMENT

20.1 These GTC together with any ancillary documents forming part of the contractual relationship to which these GTC relate constitutes the entire agreement between the Agent and the Buyer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each of the Agent and the Buyer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these GTC. Each of the Agent and the Buyer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these GTC.

21. FURTHER ASSURANCE

Each of the Agent and the Buyer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these GTC.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with these GTC shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 sent by email to the address of the relationship manager of the Agent or the Buyer for the purposes of these GTC and the contractual relationship to which they relate.

22.2 Any notice or communication shall be deemed to have been received:

22.2.1 if delivered by hand, at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

22.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business hours resume.

22.3 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GOVERNING LAW

These GTC and the contractual relationship to which these GTC relate and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. LCIA ARBITRATION

24.1 Any dispute arising out of or in connection with these GTC and the contractual relationship to which these GTC relate, including any question regarding the existence, validity or termination thereof, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause 24.

24.2 The number of arbitrators shall be one.

24.3 The seat, or legal place, of arbitration shall be London, UK.

24.4 The language to be used in the arbitral proceedings shall be English.

SCHEDULE OF DEFINED TERMS

“Adverse Event” means an event arising under or in connection with the provision of the Services which produces the result that any liability is directly or indirectly incurred by, or asserted against, the Agent pursuant to any applicable law or regulation (whether in force prior to, at the time of or subsequent to the provision of the Services) including without limitation an event involving:

- (a) any fuel spillage which may arise in relation to any delivery or attempted delivery of any fuel to any Aircraft;
- (b) fuel which may be contaminated, and any event related wholly or in part to any such contamination, including without limitation any:
 - (i) need to obtain substitute fuel which is not subject to such contamination;
 - (ii) failure of the Aircraft to meet the standards required by any applicable law or regulation (whether on land or in the air) and any loss or damage which may be sustained by any person arising under or in connection therewith;
 - (iii) need to flush out the Aircraft fuel tanks or take any other remedial action;
 - (iv) to compensate any passengers, cargo customers or any other person as a result of or in connection with any loss or damage they may incur under or in connection with any event which may arise following any such contamination (including any cancellation of, or delay to, any flight by the Aircraft or any other failure to provide any relevant service to them to the standards required by any applicable law, regulation or contract); or
 - (v) to compensate the Buyer for any loss or damage it may incur under or in connection with any event which may arise following any such contamination (including any increase in insurance premiums and any legal or other costs which may arise); or
- (c) failure by the Seller to perform in accordance with the Fuel Agreement any obligations to which the Fuel Agreement subjects the Seller (including without limitation the obligation to supply uncontaminated fuel);

“Adverse Taxation Liability” means any liability to any tax, value added tax, sales tax, duty, penalty, charge, levy, impost or any other cost or liability of any comparable nature and howsoever described (and whether in force prior to, at the time of or subsequent to the provision of the Services) to which the Agent would be subject to the extent that, for the purposes of any applicable law or regulation or contract (including the Fuel Agreement), the Agent is (or is treated as being substantially equivalent to) a buyer of fuel as though the fuel were bought for the use by, and account of, the Agent (and accordingly the Agent is not, or is not treated as, a buyer of fuel in its capacity as the agent acting to buy fuel on behalf of, and for the ultimate use by, the Buyer or any other third person);

“Agent” means AML Global Limited;

“Agent Liabilities” means any internal or overhead costs incurred by the Agent in the course of performing the Services and any liability of the Agent to pay any taxation on its trading profits in the ordinary course of business;

“Aircraft” means the aircraft for which fuel is to be purchased as part of the Services;

“Buyer” means any person which engages the Agent to perform any of the Services;

“Fuel Agreement” means any agreement for the purchase of fuel made between the Seller and the Agent acting for and on behalf of the Buyer as part of the performance by the Agent of the Services under these GTC;

“GTC” means these general terms and conditions which are legally binding on the Agent and the Buyer;

“Insurance Policies” means policies of insurance taken out and maintained by the Buyer in respect of its business, whether the business of the Buyer is or includes:

- (a) being an owner or operator of the Aircraft (whether such policies relate to the Aircraft alone or to the Aircraft together with other aircraft) and the associated provision to customers and clients of the Buyer of transportation of people and goods and ancillary services; or
- (b) being the buyer of fuel for onward sale by the Buyer or by the Buyer in its capacity as the agent for a third party;

“Seller” means any seller of fuel from which the Agent buys fuel on behalf of the Buyer as part of the Services performed by the Agent under these GTC;

“Services” means any services provided by the Agent to the Buyer, being one or more of the Services described in clause 4; and

“Taxation Liability” means any liability (not being an Adverse Taxation Liability) to any tax, value added tax, sales tax, duty, penalty, charge, levy, impost or any other cost or liability of any comparable nature and howsoever described (and whether in force prior to, at the time of or subsequent to the provision of the Services) to which the Buyer or any other person would be subject to the extent that, for the purposes of any applicable law or regulation, the Buyer or such other person is (or is treated as being substantially equivalent to) a buyer of fuel as though the fuel were bought for the use by, and account of, the Buyer or such other person (and not on behalf of, or for the ultimate use of, any third person) or otherwise is (or is treated as being substantially equivalent to) a recipient of any of the other Services.