

Air Transport of Goods Agreement

Between

_____, a limited liability company under the laws of France, registered office (France), represented by Mr. _____ in his capacity as Managing Director, hereinafter called, “the Carrier”,

And

_____, a limited liability company under the laws of _____, registered office, _____, represented by _____ in his capacity as CEO, hereinafter called “the Sender”,

It is agreed hereto as follows,

Article 1 - Air Transport Agreement

The present Agreement is an air transport Agreement subject to the provisions of the Convention of Warsaw of 12th October 1929, and its addendum and those provisions of the French Civil Aviation Code.

Article 2 - Changing Circumstances

The present contract is undertaken by each of the contracting parties with due consideration to the person, the expertise and the operational specifications of its contractual counterpart. Consequently:

Neither Party cannot cede its rights and obligations to a third Party pursuant to the terms and conditions herein unless with prior consent of its counterpart This prior Agreement needs to be requested within a reasonable delay and of less than sixty (60) days prior to the next freight transport foreseen in the Air Transport Year Calendar.

The Carrier can terminate the present contract without loss of any type to either Party, if the Sender is subject to a merger acquisition, divestment of assets, or equity assignment by court action, management franchise or any measure changing substantially the organization of its equity or its Board of Directors or the conduct of its activities; or, in more general terms, if the activities of the Sender change in any manner or juridical form whatsoever in relation to the contracted services herein and thereby create a conflict of interests to these contractual activities.

Article 3 - The Obligations of the Carrier

3.1 Preliminary Obligations

The Carrier has provided to the Sender a technical file containing the basic information concerning the loading and unloading of material and the characteristics required for the loading interface bearing in mind the Airplane’s loading specifications. The Carrier shall also take into account the specifications of the material to be loaded; and those of the loading and unloading bays and other infrastructures so long as these have been communicated by the Sender prior to the signing of this contract.

3.2 Loading and Unloading

Ref: the Specifications Handbook Section 3. Responsibility of the Parties. The responsibility of the Carrier cannot be attributed for damages to the material prior to its hand-over upon

loading, unloading or even during the operations of transportation nor for any delay, if the cause of the damage or the delay can be imputed to the Sender either due to the supply of incomplete or inexact information by the Sender regarding the specificity of the loading and unloading operations or infrastructures, or due to the inability of the Sender to define, conceive or carry out the interface or the means of loading and unloading that are incumbent on it to carry out pursuant to the terms of the present contract.

3.3 Air Transport

The Carrier shall ensure the packing and unpacking of the material and shall carry out the sole or several Air Transports foreseen herein on the agreed time delays and dates under article 8 and pursuant to the other conditions herein.

The Carrier shall be sole responsible regarding the mandatory legal and security requirements, as well as those of route, choice of technical stop-over) and more generally of the decision to take-off and the conduct of flight operations.

Article 4 - The obligations of the Sender

4.1 Preliminary Obligations

The Sender shall supply all the information required for the purposes of the implementation of the terms of this contract and to ensure the full security of the transport, and all the other operations envisaged by the said contract terms regarding the place and infrastructure of the loading.

4.2 Loading and unloading

Ref.: The Specifications' Handbook Section 3. Responsibility of the Contracting Parties.

4.3 The Sender shall inform the Carrier of any event likely to affect the implementation of these obligations namely if a delay or impact arises from them on the shipment(s) as the purpose of this contract.

4.4. The Sender shall supply all the technical assistance, the material and human means that the Carrier may require and, namely, it shall make sure that its officials or mandate-holders (whose names and company roles shall be stated) to be present at the loading and unloading bays (on the days and for the entire duration of the operation as stated).

4.5 The conformity of the material

The Sender shall make sure that the material is in appropriate state of transportation in every respect under the terms and conditions of the present contract; and it should have fulfilled all the custom and excise obligations, and clearances foreseen in Article 7.

4.6 The Carrier shall have the right to suspend or cancel any transportation under the terms and conditions of this contract, and in case of need, to terminate this contract in its entirety pursuant to the provisions of Article 8, if the Sender does not justify to have taken all the provisions necessary to implement its obligations under this present contract within one (1) day's prior notice to the take off of the airplane.

If after the take-off of the airplane and for any reason whatsoever including the occurrence of an unforeseen event, it is obvious that the said obligations of the Sender cannot be carried out, the Carrier can either re-route the aircraft to a destination of his choice (including the return of the aircraft to its airport of departure) or continue the flight until its final destination. In the

latter case, or in the case that the fault of the Sender does not appear until after the landing of the aircraft, the Carrier can do the following at the expense and risk of the Sender:

Either unload the material by any means available on the spot, to store it and ensure its safekeeping in the most appropriate manner given the local means and infrastructure available.

Either bring back the material to a third destination and also to have it unloaded, stored and guarded.

The said unloading, storage and operations shall be carried out in the name and at the expense of the Sender, who authorizes henceforth the explicit mandate to the Carrier to do so, with the legal responsibility for the material being transferred to the Sender from the beginning of the unloading operations.

The Carrier shall notify immediately the Sender of the measures taken, the latter being the sole responsible Party of the ulterior relationships with the people in charge of the storage and security arrangements, the local authorities and all third Parties.

The charges, expenses and costs incurred by the Carrier regarding the non-reception of the material and the smooth running of the aircraft including all the aircraft fuel costs, shall be immediately reimbursed by the Sender as well as all the costs arising from any delay or disorganization in the activities of the Carrier. For the purposes of greater reliability, the contracting Parties agree that the Carrier shall not have the obligation to settle the rent, fees, running costs, awards or other outstanding sums whatsoever either to ensure the storage, security or the preservation of the material after unloading beyond the period of 48 (forty-eight) hours.

Article 5 - Authorizations, Custom and Excise

5.1 The Sender shall supply to the Carrier all the documents necessary for the confection of custom and excise documentation of export and/or import or other necessary supporting documents such as quarantine, sanitary, security or dangerous Air Transport authorizations within fifteen (15) clear working days prior to the date foreseen for each Material to be transported, and which may be required prior to the flight departure, upon arrival or during stop overs.

If the Carrier deems that one of the documents in proof foreseen in sub article 5.1 is missing or incomplete thereby compromising the implementation of the Air Transport operation, its unloading, custom and excise clearance, and its delivery or, in more general terms, the conformity of the material or the reliability of its officials and mandate-holders, the provisions under Article 8 shall apply.

Article 6 - Air Transport Calendar

The date of each Air Transport shall be agreed between the contracting Parties in the following manner:

6.1 Each air transport shall be carried out on a given date within a three (3) weeks period.

6.2 Four (4) months prior to the first day of the said three-week period, the contracting Parties shall agree on a 7-day period set within that period.

6.3 Five (5) weeks prior to the first day of the said period of seven days, the contracting Parties shall decide within that period of seven days, the exact date on which the Air Transport shall be implemented.

6.4 Fifteen (15) days prior to the said date, the contracting Parties shall agree on the hour of departure of the Aircraft.

Each contracting Party shall keep the other Party informed of any event likely to have a repercussion on the air transport calendar, and directly or otherwise related to the implementation of the contractual obligations prior to the Air Transport Operation. These provisions shall be set down in pre-emption of any request for modification of the dates of Transport.

Article 7 - Limited Liability and Insurance

The responsibility of the Carrier is limited under the provisions foreseen in the Warsaw Convention.

The Carrier insures the material for 250 gold francs, or 16.5837 Special Drawing Rights (convertible into euros on the day of the transaction or the date of the court ruling) for every kilogram of material lost, damaged or whose passage is delayed pursuant to the Warsaw Convention.

An ad valorem insurance certificate shall be underwritten for the transport.

If the Sender covers the risks itself, it must renounce from any legal action to be taken against the Carrier and its insurers, by either itself and its own insurers except in the case serious or intentional fault by the Carrier.

Article 8 - Contractual Non-implementation and Termination

8.1 Non-fulfilment by the Sender

8.1.1 Non-fulfilment and termination attributable to an Agreed Air Transport:

If the Carrier does not respect any of the obligations relating to an Agreed Air Transport under the present contract, the Carrier shall be exempt of its obligations regarding this Air Transport in question due to the violation of contractual obligations by the Sender. In this case:

a) The Carrier may propose to the Sender a new date for the implementation and new contractual provisions including the financial ones in order to implement the said transport. These new financial provisions should enable to reimburse the Carrier for its losses, charges and costs that he has suffered on the postponement of the Air Transport to a later date.

Or

b) In the event of inability to suggest a new date due to loading plan of the Carrier, or in the event of refusal of the proposal hereunder by the Sender, or if the violation committed by the Sender is of such magnitude that it prevents to renewal of the Air Transport assignment, the Carrier can decide to terminate the terms of this contract but only in relation to the Air Transport shipment which has led to the violation of the binding clauses.

In the event of termination, the Sender shall pay the Carrier damages and interests to cover administration, logistics and staff costs assumed by the Carrier, the idle time of the aircraft and the equivalent of the time period corresponding to the duration of the cancellation of the transport, the infrastructure costs and the lost opportunity based on documents of proof presented thereof and sustained by the Carrier.

The damages and interests are designed to compensate for direct losses incurred, costs and lost opportunities of the Carrier notwithstanding the costs and disbursements to third Parties which the Carrier would have incurred prior to the date foreseen for the Air Transport or that he might have to cover after his delay and his cancellation. These costs and disbursements shall be re-billed by the Carrier to the Sender and shall be reimbursed by the Sender to the Carrier on documents of proof presented.

8.1.2 Non-fulfilment and termination related to several Air Transport or to the general obligations of the Sender

If the Sender does not respect any of its obligations under the present terms and conditions besides those in article 8.1.1. or if the violation committed by the Sender is of such magnitude that it prevents continuing a contractual relationship, the Carrier may call for the entire termination of the present contract and for all Air Transport foreseen under it, if the violation of the contractual obligations of the Sender continues for more than fifteen (15) days after receiving formal notice sent to the Carrier (by registered letter and recorded delivery) to rectify his deficient implementation.

In this case, the present contract shall be terminated immediately from the emission of a fax by the Carrier to the Sender notifying the termination of the contract under article 8.1.2. and the Sender shall pay the Carrier interest payments earmarked to cover administrative, logistics and staffing costs, the infrastructure support costs, the eventual hangar time of one or several of its airplanes, the lost opportunities calculated in the following manner in relation to each Air Transport foreseen under the terms of this contract:

a) 15 % of the Air Transport Time, if the termination of contract happens between the date of implementation of the contract and the beginning of the four (4) month period pursuant to article 6.2.

b) 35 % of the Air Transport Time, if the termination of the contract happens between the said date and the beginning of the five (5) week period pursuant to article 6.3.

c) 50 % of the Air Transport Time, if the termination of the contract happens between the said date and the beginning of the fifteen (15) days pursuant to article 6.4.

d) 100 % of the Air Transport Time, if the termination of the contract happens within the fifteen (15) days preceding its agreed date pursuant to article 6.

Given that the total payment payable by the Sender to the Carrier is equal to the sum of the amounts due here above and payable for the different Air Transports pursuant to the terms of the contract herein.

The fees and disbursements incurred by third Parties on account of the Carrier shall be re-billed by the Carrier to the Sender and reimbursed by the latter on presentation of document of proof.

The damages payable by the Sender to the Carrier pursuant to articles 8.1.1 et 8.1.2 shall be with interest set at [interest rate] counting from the request by the Carrier for payment and shall carry quarterly compound interest until its total payment.

8.2 Non-fulfilment or delay attributable to the Carrier:

8.2.1 If, except for the occurrence of force majeure, the Carrier is unable to carry out the Air Transport on the agreed date and within the following three (3) days after this date, the Carrier shall pay the Sender an indemnity payment of _____ [in letters] for delay for each day counting from the fourth day with a maximum indemnity payment of _____.

8.2. 2 If, except for the occurrence of force majeure, the Air Transport is cancelled due to the fault of the Carrier or if it is delayed for more than 9 (nine) days pursuant to Article 8.2.1, the Carrier shall pay the Sender an indemnity payment pursuant to Article 22 of the Warsaw Convention applicable, in turn, to Article 7 here above.

Article 9 - Force Majeure

The occurrence of a force majeure event shall carry the suspension of contractual obligations of the Party affected by the force majeure on the condition that this Party forewarns the other Party as quickly as possible after the occurrence of the event.

The contracting Parties shall endeavor best efforts to rectify the engendered situation as quickly as possible, and shall agree to act together to draft a report on the Air Transport affected by the event as force majeure or to reschedule the Air Transport Calendar if this event is likely to affect several Air Transport foreseen in the present contract.

Unless an Agreement is drafted within fifteen (15) days upon the notification of the event as force majeure, each Party may cancel the Air Transport affected by the event as force majeure or terminate without prior notice by either Party or indemnity arising thereof, or terminate the contract if this event of force majeure is likely to affect several Air Transport foreseen by this contract.

With the explicit Agreement of both Parties, the following events constitute force majeure for the purposes of this contract:

The fact that the Carrier (and despite all its diligence) cannot carry out the Air Transport due to the non-reception of flight path or landing authorizations at the indicated different sites, or else due to the non-delivery by the Direction Générale de l'Aviation Civile (DGAC) (French Civil Aviation Authority).

Union strikes or other form of strike action.

Article 10 - Conditions of Payment

The price shall be payable in the following manner:

20 % of the total price of the contract on the date of implementation of the present contract and for which the Carrier gives the Sender its due receipt.

30 % of the price of each transport on the day that the definitive date of the said transport is agreed on pursuant to Article 6.3;

50 % of the price of each transport on the working day preceding the transport.

All sums are payable by SWIFT bank transfer, Banker's cheque or any other means of payment that ensures the transfer of funds to the account of the Carrier on the very day of the banking order or the remittance of the means of payment.

Article 11 - Industrial and Intellectual Property

Each Party shall remain the proprietor of its know-how, implementing knowledge, of studies undertaken and their results, which can be brevetted at will or that can be otherwise protected also at will; and acquired prior to the present contract and which could be communicated to the other Party for the purposes of the implementation of the present contract.

If, for the purposes of the implementation of the present contract, a Party develops the procedures and techniques likely to come under Industrial and/or Intellectual Property law, this Party shall be sole beneficiary of the rights granted by law on these processes and techniques; as well as the sole Party entitled to request its patent with the explicit Agreement that all the processes and brevets arising from the application of the technique in question shall be the property of the Carrier whatever the form of contribution made by the Sender to its development.

Article 12 - Confidentiality

The present contract and its annexes and additional clauses are confidential endorsement between the Parties and their representatives, and cannot be divulged, not even partially, to third Parties by a Party without prior written Agreement of the other Party; and which shall not be denied in the case of need to communicate it to an administration and for the purposes of proof in court actions.

The information and documents exchanged between the Parties for the purposes of preparation; the drafting or the implementation of the present contracting terms and the Air Transport as the purpose of this contract are equally confidential.

No Party can make any reference whatsoever to the terms of this contract or to Air Transports and the purpose of this contract for the purposes of direct or indirect publicity without the prior written Agreement of the other Party, which needs to be requested by registered letter with recorded delivery. The term “publicity” consists mainly of any photograph with connection to loading or unloading Air Transport and includes any such Internet technology. The silence of the consulted Party for five (5) days following reception of the aforementioned recorded delivery amounts to the consent of the aforementioned consulted Party.

Article 13 - Communication

Communication between the Parties for the purposes of the present contract shall be by fax machine (or recorded letter with registered delivery with reference to several Articles mentioned here above) to those people who are nominated by the Parties and designated as their sole accredited representatives.

Article 14 - Applicable Law

This contract and its consequences shall be subject to French Law.

Article 15 - Competence

Any dispute arising out or in connection with this Agreement shall be settled without recourse to the courts, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designed in conformity with those Rules, the awards being final and binding. The arbitrator or arbitrators shall have power to rule on their own competence and on the validity of the Agreement to submit to arbitration.

Agreement made in _____, this _____ day of _____, in 6 (six) original copies.

The Carrier

The Sender
