

## **STANDARD GROUND HANDLING AGREEMENT – Simplified Procedure**

### **Annex B – Location, Agreed Services and Charges**

To the Standard Ground Handling Agreement (SGHA) of January 2004

**Handling Company's Reference Number: TAT/HND/ 4 /2011**

**Between:**

**Windrose aviation company**

Office 134, Voloska str., 50/38, Kiev, Ukraine ,04070

**Bank details:**

Beneficiary: Wind Rose

Acc. Number: 26008057001165

Bank beneficiary: PRIVATBANK

DNEPROPETROVSK,UKRAINE

SWIFT CODE: PBANUA2X

INTERMEDIARY Bank: DEUTSCHE BANK AG,

Frankfurt am Main, Germany

SWIFT CODE: DEUTDEFF

Corr. Acc: 94701211000

hereinafter referred to as **“the Carrier”**

and

**Letisko Poprad-Tatry, a.s.**

Na letisko 100

058 98 Poprad

Slovak Republic

VAT: SK2021915621

**Bank details:**

Bank VÚB Poprad

Account Nbr.: 1938238751/0200

IBAN: SK7902000000001938238751

VAT Reg.Nbr.: SK2021915621, SWIFT: SUBASKBX

hereinafter referred to as **“the Handling Company”**

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This Annex B for: TAT (Poprad-Tatry Airport)

Is effective from: 22 December 2011

till: 15 April 2012

and replaces any previous Agreement, Annex B and all its appendixes between above mentioned contracting parties.

#### **PREAMBLE:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if such terms were 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 SERVICES AND CHARGES**

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the rates specified in Appendix 1 to this Annex B of SGHA:

##### **Section 1 Representation, Administration and Supervision**

- 1.1 1.1.2, 1.1.3, 1.1.4
- 1.2 1.2.1, 1.2.2
- 1.3 1.3.5, 1.3.6, 1.3.7, 1.3.8

##### **Section 2 Passenger services**

- 2.1 2.1.1, 2.1.3 (1,2,3 – except facilities, no special facilities available for this passengers), 2.1.4 (except hotel accommodation), 2.1.6 (a), 2.1.7 (a,e,f), 2.1.8, 2.1.9 (1)
- 2.2 2.2.3 (a), 2.2.4 (a), 2.2.5 (a,b-1), 2.2.7 (a), 2.2.8, 2.2.9, 2.2.12 (a), 2.2.11(1), 2.2.13, 2.2.14 (c,f,g,h)
- 2.3 2.3.2

##### **Section 3 Ramp services**

- 3.1 3.1.1, 3.1.2 (a), 3.1.3 (a), 3.1.4 (a), 3.1.5, 3.1.6
- 3.2 3.2.1
- 3.3 3.3.1, 3.3.3 (up to 60 minutes)
- 3.5 3.5.2 (b) visual hand signals
- 3.6 3.6.1(1), 3.6.3, 3.6.4, 3.6.5 (1,4), 3.6.6 (a,b), 3.6.7, 3.6.8 (a)
- 3.7 3.7.1 (R), costs 190.- EUR per one engine start
- 3.8 3.8.1
- 3.11 3.11.1 (a,b), 3.11.2 (a,b,f,g,i), 3.11.10
- 3.12 3.12.1, 3.12.2 (a)
- 3.13 3.13.1, 3.13.2 (b)
- 3.16 3.16.1 (R)
- 3.17 R - charged separately: 3.17.2, 3.17.3, 3.17.4, 3.17.5, 3.17.6, 3.17.7

##### **Section 4 Load Control, Communications and Flight Operations**

- 4.1 4.1.1, 4.1.2 (payload information)
- 4.2 4.2.1 (mvt and ldm messages), 4.2.2
- 4.3 4.3.1, 4.3.2, 4.3.3
- 4.4 4.4.1 (b), 4.4.2, 4.4.3 (d), 4.4.4 (e) (R),

## **Section 6 Support Services**

**6.5** 6.5.1, 6.5.6, 6.5.7, 6.5.8, 6.5.10

## **Section 7 Security**

**7.1** 7.1.2, 7.1.3

**7.4** 7.4.1, 7.4.2 (a4)

### **PARAGRAPH 2 – ADDITIONAL SERVICES AND CHARGES**

2.1. The Handling Company will provide services marked as "R" and all other services, not mentioned in this Annex B on the request of the Carrier's representative (crew) and will charge the Carrier by the actual price list of the Handling Company.

2.2. Uplifted JET A1 shall be paid extra (ref paragraph 1, section 6). Current December JET A1 price is 1.00 EUR per liter at 15 degrees Celsius. Price for subsequent period(s) will be announced by Handling Company to the Carrier's email addresses [a.zalevskaya@windrose.aero](mailto:a.zalevskaya@windrose.aero) and [ops@windrose.aero](mailto:ops@windrose.aero) at least 5 days in advance. If no new price would be advised the former price remains in force.

### **PARAGRAPH 3 – PAYMENT FOR SERVICES**

3.1. Payments will be done in the currency of agreement - Euro. Payment will be performed by bank transfer to the Handling Company's account. Payment is completed, when the full amount reach the Handling Company's account.

3.2. The Carrier shall make money transfer in accordance to issued proforma invoice which contains full information about flights and quotation and confirms the performance of services to bank account of the Handling Company in bank VÚB Poprad; account number IBAN: SK7902000000001938238751, payment title 255, SWIFT(BIC) SUBASKBX. Money shall be on the account of the Handling Company not later than 4 days prior the flight. In case the prepayment would not reach the Handling Company account in time or in full amount, the para 3.5. is applied.

3.3. The Handling Company shall send the Original Invoice based on actual prices for each flight by e-mails ( [diva@windrose.aero](mailto:diva@windrose.aero) : [a.zalevskaya@windrose.aero](mailto:a.zalevskaya@windrose.aero) ) after each particular flight has been performed, taking into consideration particular prepayment for the flight. All costs including handling services and airport fees will be taking into the invoice, including taxes and fees in accordance to the Slovak Law. If actual amount in original invoice would exceed the prepaid amount, the Carrier shall make bank transfer to Handling Company's account in accordance to invoiced amount within 7 days. If actual amount in original invoice would be below the prepaid amount, the Handling Company can use the balance as part of prepaid amount for subsequent flight(s). All services provided by the handling company should be confirmed by invoice which contains full information about flight. The original invoices duly signed and stamped by the Handling company shall be sent to the following address :

WINDROSE AVIATION COMPANY  
office 12, Shechekavytska st. 30/39, 04071  
Kiev  
UKRAINE  
to the attn of Inna Dmitruk /Ms

- 3.4. The Handling Company shall check the balance between contracting parties within 14 day period after the last issued invoice is due and after that the Handling Company shall return the amount paid by the Carrier in excess of total due amount within next 7 days.
- 3.5. If prepayment (para 3.2; 3.3.) for services, fuel and fees will not be completed in full or in time, the Handling Company can refuse to provide services or/and fuel to the Carrier's aircraft. The Handling Company has no responsibility for any damage or loss which could arise to the Carrier or third parties due to delayed or cancelled flight if the due amount would not be paid in time or/and in full.
- 3.6. After the settlement each party shall, within 90 days, repay the debt or return the resulting prepayment. If any prepaid funds remain on the account of Handling company more than 90 days penalty of 0,3% of the unreturned amount will be applied per each day of delay.

#### **PARAGRAPH 4 – LAW**

- 4.1. This Annex and any liability arising from are in accordance with the law of the Slovak Republic.
- 4.2 All disputes between the Carrier and the Handling Company shall be settled preferentially by mutual agreement. In case the parties fail to settle dispute by mutual agreement, it shall be settled by the court of Slovak republic.
- 4.3 Contracting parties agree that text of this AGHA Annex B will be published at webpage Central Register of Contracts ([www.erz.gov.sk](http://www.erz.gov.sk)) run by Government Office of Slovak Republic. Contract is valid not earlier than one day after publishing the text at the above mentioned webpage.

#### **PARAGRAPH 5 – CONTACTS**

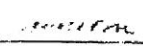
- 5.1 Carrier's contact for operational matters: [ops@windrose.aero](mailto:ops@windrose.aero); Tel: +38-044-495-51-58, Mob: +38-067-502-07-11 (24 hrs), Sitatex: KBPFD7W , AFTN: UKBBRWXX
- 5.2 Carrier's contact for commercial matters: [a.zaljevskaya@windrose.aero](mailto:a.zaljevskaya@windrose.aero)
- 5.3 Handling Company's contact for operational matters: [airport@airport-poprad.sk](mailto:airport@airport-poprad.sk), Tel: +421-52-7763875, Fax: +421-52-772 5005, Sitatex: TATOP7X
- 5.4 Handling Company's contact for commercial matters: TATOP7X, [uop@airport-poprad.sk](mailto:uop@airport-poprad.sk), fax +421-52-772 5005, ph.: +421-52-7763875

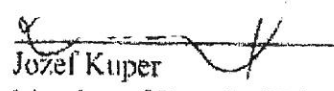
Made and signed at Poprad 20<sup>th</sup> DEC 2011

Signed at Kiev 20<sup>th</sup> DEC 2011

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