

THE WORLD FUEL SERVICES AVIATION GROUP OF COMPANIES GENERAL TERMS AND CONDITIONS FOR SUPPY OF AIRCRAFT DEICING FLUIDS

ARTICLE 1 - SCOPE OF SERVICES

The following terms of sale, supply and provision of services to customer ("Customer") shall constitute the general terms and conditions ("Deicing General Terms and Conditions") of the World Fuel Services Aviation Group of Companies, including but not limited to World Fuel Services, Inc., Ascent Aviation Group, Inc., and World Fuel Services Canada ULC (each such company, as applicable, referred to herein as "World Fuel") for the provision of aircraft deicing fluids ("ADF") and aircraft anti-icing fluids ("AAF", and with ADF, "Deicing Fluids"). These Deicing General Terms and Conditions supplement the World Fuel Services Aviation Group of Companies General Terms and Conditions located at https://www.wfscorp.com/wfscorp/docs/gtc-aviation.pdf, such terms which may be amended from time to time, which are incorporated herein by reference (hereinafter: the "GTCs") shall constitute a binding agreement between World Fuel and Customer, and shall govern all matters relating to the purchase of Deicing Fluids by Customer from, or through any arrangement made by, World Fuel. If there is a conflict between these Deicing General Terms and Conditions and any additional, different or conflicting terms or conditions contained in any acknowledgment, invoice, purchase order or other document issued by Customer (including, without limitation, the GTCs) hereafter or contemporaneous herewith, these Deicing General Terms and Conditions shall prevail.

ARTICLE 2 - DEICING

- 2.1 Deicing Fluids supplied by World Fuel is only for Customer's use at the destinations set forth in the order form, quote or other applicable documentation and such Deicing Fluids are only for application to Customer's aircraft, aircraft which Customer is under written or ad hoc contract to service or aircraft for sale or loan to or from airlines according to industry-standard contract agreements, or in emergencies or temporary industry shortages at the respective destinations ("Permitted Uses").
- 2.2 Customer shall comply with any and all handling, safety, use and other manufacturers and / or industry information as World Fuel may from time to time consider relevant to the use of Deicing Fluids ("Documentation"). Customer, shall (i) for a period of two (2) years, retain a representative sample from the Deciding Fluid in conditions that guarantee such sample's integrity and safety, and (ii) at a minimum, conduct refractive index and appearance tests in accordance with the Documentation, demonstrate conformance to specifications and record and maintain such test results.
- 2.3 Product shall be applied to aircraft only by Customer or Customer's, as the case may be, employees or by employees of a third-party contractor engaged by Customer, as the case may be, for such purpose ("Contractor").
- 2.4 Customer shall be responsible for ensuring that its employees and those of any Contractor are properly trained and are aware of and follow the procedures and safety instructions contained in the Society of Automotive Engineers' ("SAE") Aerospace Standard ("AS") 6285 (latest version) and the then-current Documentation;
- Any ADF supplied hereunder (A) shall not be contaminated or commingled with any other fluids (except that, during the initial transition from another supplier's similar SAE Aerospace Material Specification ("AMS") 1424/1 (latest version) Type I ADF to Dow's SAE AMS1424/1 Type I ADF, up to ten percent (10%) by volume of the initial transition mixture can be the other supplier's SAE AMS1424/1 Type I ADF, provided that Customer, as the case may be, shall, for a period of one (1) year, retain representative samples of the other supplier's SAE AMS1424/1 Type I ADF from Customer's storage tank and the mixture of the other supplier's SAE AMS1424/1 Type I ADF and Dow's SAE AMS1424/1 Type I ADF and, at a minimum, conduct refractive index and appearance tests on each sample, demonstrate conformance to specifications and record and maintain such test results); (B) shall not be applied to aircraft other than Customer's aircraft, aircraft which Customer is under contract to service or aircraft for sale or loan to or from airlines according to industry-standard contract agreements; (C) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Product Information Bulletin); and (D) for ADF supplied in bulk, shall be stored in a storage tank clearly marked for Deicing Fluids.
- Any AAF supplied hereunder (A) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Documentation); (C) shall not be contaminated or commingled with any other ADF or AAF; and (D) for AAF supplied in bulk, shall be stored in a storage tank clearly marked for AAF.
- 2.7 Customer shall be responsible for ensuring that the application of any third-party SAE AMS1428/1 (latest version) Type II, Type III or Type IV fluid (i.e., non-Dow SAE AMS1428/1 Type II, III or IV fluid) in the second step of a two-step application as defined in SAE AS6285, is not affected by the Dow AMS1424/1 Type I fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).
- 2.8 Customer shall be responsible for ensuring that the application of any third-party SAE AMS1424/1 Type I fluid (i.e., non-Dow SAE AMS1424/1 Type I fluid) in the first step of a two-step application as defined in SAE AS6285, does not in any way interfere with the Dow AMS1428/1 Type IV fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).
- 2.9 For the avoidance of doubt, other than as provided in iv) above, any fluid obtained by mixing two or more certified ADF or AAF may not meet performance expectations and is not to be considered certified and, for that reason, when switching a vessel from one ADF or AAF to another ADF or AAF, it is extremely important that the prior fluid be drained completely from the vessel before the new fluid is added to the vessel or Customer shall contact a World Fuel representative prior to switching ADF or AAF.