



## AIRPORT CHARGES REGULATIONS 2022

Flamingo International Airport Kralendijk, Bonaire, Caribbean Netherlands.

Effective January 1<sup>st</sup>, 2022

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The limited company Bonaire International Airport N.V., operator of the designated airport "Flamingo International Airport",

HEREBY ESTABLISHES:

The tariffs for the use of the designated airport, services and facilities Flamingo International Airport by airlines, as well as by a natural or legal person operating flights, other than an airline, passengers and third parties as described further in this tariff agreement.

Effective from January 1st, 2022

In consideration of the use of the services and facilities at the Flamingo International Airport, with respect to which this tariff agreement applies, Customers:

- a) become liable to pay BIA the applicable fees as described in the tariff agreement; and
- b) agree to accept, be bound by and comply with the Terms and Conditions for use of services and facilities as set out below.

BIA is authorized to immediately adjust (obvious) errors in these regulations or to implement changes if this is necessary in the opinion of BIA. These possible adjustments will take effect immediately.

## **Article 1 Definitions**

The following definitions shall apply within the operational context of these regulations:

a. *The airport:*

The designated area "Flamingo International Airport".

b. *Airport Operator:*

The operator of the designated area "Flamingo International Airport", Bonaire International Airport NV(BIA).

c. *Full day:*

A period of time covering 24 hours, starting from the moment an Aircraft touches ground (lands) on the designated area "Flamingo International Airport".

d. *Aircraft:*

Aircrafts heavier than air and equipped with a propulsion system.  
Helicopters are also considered such aircraft.

e. *Domestic/International*

Flights are domestic if they are between Bonaire and the other Dutch Caribbean islands. (Aruba, Curacao, St Eustatius, Saba, St Maarten (Dutch part)) All other flights are to be considered International.

f. *Weight: (MTOW)*

The maximum certified take-off weight, i.e., the maximum permitted overall weight at which the Aircraft is allowed to take off under the most favourable conditions in accordance with the Certificate of Airworthiness (Maximum Take Off Weight, MTOW).

g. *Certificate of Airworthiness:*

The valid Certificate of Airworthiness issued for the specific Aircraft by the competent authorities, or a Certificate of Equivalence issued by the competent authorities pursuant to international agreement.

h. *Landing:*

Landings for which landing fees are payable pursuant to the registration by Bonaire International Airport. These landings include feigned landings, overshoots, touch-and-go, missed approaches, and low passes.

i. *Landing fee:*

Fee payable, calculated based on weight, for a landing.

j. *Passenger / occupant charges:*

Charge payable for passengers / occupants, calculated based on the number of passengers / occupants at the moment the Aircraft departs from the airport.

k. *Cross country flight:*

A flight in which the Aircraft will land on a different airport from the one from which it departed. Helicopter flights are considered Cross country flights when the helicopter lands anywhere, or when no landing takes place, but people or freights are unloaded or taken on board.

l. *Local flight:*

A flight at the end of which the Aircraft lands on the same airport as the one from which it took off, without having had a stopover in another location.

- m. *Parking:*  
Having an Aircraft stationary in the open air.
- n. *Owner:*  
The owner, operator or user of an Aircraft.
- o. *Passenger:*  
An occupant of an Aircraft who is not a member of the flight crew.
- p. *Transit passenger:*  
A passenger arriving at the airport on a through flight and leaving again on the same Aircraft (or on a replacement Aircraft because of a defect) without having left the customs area.
- q. *Transfer passenger:*  
A passenger arriving at the airport by Aircraft and leaving the airport again on a different Aircraft (not being the Aircraft replacing the first one because of a defect).
- r. *Service passenger:*  
An airline staff member who departs from the airport to go to a different location by order of his company and who is exclusively on company business to perform contractually mandatory work, on the condition that the character and the purpose of the journey is clearly stated on the passenger ticket, on the understanding that these must be demonstrated to the satisfaction of the Airport operator.
- s. *Security Service Charge:*  
Charge payable for the number of departing passengers on board the Aircraft at the moment of departure from the airport who are subject to specific government-imposed security checks (of passengers and/or goods).



**Article 2 Airport fees**

**Paragraph 1 General**

Airport fees are payable to the Airport Operator for landing / taking off with an Aircraft on/from the airport. The total of the fees is based on the following factors:

- I The weight of the Aircraft (this factor to be referred to hereafter as "fees payable to weight" or "maximum take-off weight (MTOW))
- II The Class rating of the flight, in the sense that a flight can be characterized as a(n):
  - A. Cross country
  - B. Local flight
- III The number of passengers on board the Aircraft at the moment of departure from the airport for a scheduled or unscheduled public transport flight to a destination elsewhere, or flights for which the departure hall of the airport or other agreed on locations are used (this factor to be referred to hereafter as "Passengers Facility Charge" (PFC)).
- IV The number of departing passengers on board the Aircraft at the moment of departure from the airport on flights designated by the government in which the passengers and their luggage must be checked by security personnel or with the use of electronic equipment in the manner required by the government. (Security Service Charge (SSC))
- V Any other purchased service or (mandatory) service or charge.
- VI The amounts specified in the Airport Charges Regulations do not include General Consumer Tax (Algemene bestedingsbelasting – ABB) or other imposed government taxes if applicable

**Paragraph 2 Landing fees**

The fees payable calculated on the basis of the MTOW of the Aircraft are calculated as follows:

\$ 3,10 for every 1,000 kg of weight or part thereof, with a minimum of \$ 10,50

- A) The landing fees referred to in paragraph 1 shall not be payable if it involves aircraft that needs to return after take-off from the airport because of bad weather conditions, an emergency/medical or a mechanical defect without having landed on another airport.
- B) The maximum take-off weight (MTOW), of an aircraft is defined by the aircraft manufacturer and is the cost base for billing the landing fees. If an owner wants to declare

another (lower) MTOW as defined by the manufacturer it is only accepted by BIA, by an official document issued by the CAA such as an airworthiness certificate or another official document by the CAA with the (new) MTOW mentioned. A company (aircraft) manual is not accepted.

- C) Touch and go's performed during or as a part of a local flight are free of charge up to a MTOW of 3 tons

Paragraph 3 Passengers facility charges

- A) The Passengers Facility Charges referred to paragraph 1, sub III of this Article are determined by the number of passengers on board the Aircraft upon take-off from Flamingo International Airport and shall amount to \$ 43,45 per passenger for International Flights and \$ 12,69 for Domestic flights.  
The Passengers Service Charges for Transfer passengers amount \$ 9,18
- B) Transit and service passengers and passengers below the age of 2 years are exempt from these charges.
- C) These Passengers Facility Charges are payable by the owner/aircraft operator of the Aircraft; they will not be collected from the individual passengers.
- D) For the purpose of the calculation of the Passengers Facility Charges, the owner of the Aircraft or his representative must provide the Airport operator with a properly verifiable – to be assessed as such by the Airport operator – declaration per flight of the number of passengers on board the Aircraft at the moment of departure from the airport, divided into the categories referred to in paragraph 3B. If such a statement is not provided, the passenger charges shall be calculated on the basis of the seating capacity of the specific Aircraft model assuming an "all economy" capacity.

Paragraph 4 Security Service Charge

- A) The Security Service Charge referred to in paragraph 1, sub IV of this Article shall be calculated for the number of passengers on board at the moment of departure from Flamingo International Airport and shall amount to \$ 3,06 per passenger. (International, Domestic and Transfer)
- B) Transit and service passengers and infants below the age of 2 years (infants) are exempt from these charges.
- C) These Security Service Charges are payable by the owner of the Aircraft/Aircraft operator; they will not be collected from the individual passengers.

- D) For the purpose of the calculation of the security charge, the owner of the Aircraft or his representative must provide the Airport operator with a properly verifiable – to be assessed as such by the Airport operator – statement per flight of the number of passengers on board the Aircraft at the moment of departure from the airport, divided into the categories referred to in paragraph 4B of this Article.

If such a statement is not provided, the Security Service Charge shall be calculated on the basis of the seating capacity of the specific Aircraft model assuming an "all economy" capacity.

- E) If the government adjusts, extends, modifies, or tightens the directives with regard to security checks and/or also declares them applicable to other flights than the usual ones, or in any other way or form changes the checks as a result of which the Airport operator will face additional expenses to perform these checks, such costs may be added pro rata to the rates referred to under A in this paragraph.

#### Paragraph 5 Parking and lighting fees

To stall an Aircraft in the designated parking locations at the airport for general use the following parking fees are due for every period 24 hours or part thereof:

- A) A parking fee to the amount of \$ 0,60 for every 1,000 kg of MTOW or part thereof, with a minimum of \$ 8.00
- B) No parking fees are due for parking periods less than two hours following the landing.
- C) A (extra) charge to the amount of \$ 3,00 per hour or part of, shall be payable for Aircraft's parking and using Apron Lighting Fee, to be determined by Bonaire International Airport, between 18.00 – 06.00 hrs and that are parked on the airport.

#### Paragraph 6 Other Fees

- A) For International flights, a fee is always applicable on every flight arriving, regarding waste Management by BIA. The fee amount \$ 33,00
- B) The pushback fee per push, back and/or forward executed by BIA amount \$ 80,00
- C) Other (mandatory) services or charges are listed in appendix 1: Fees and Charges

#### Article 3 Method of payment and payment obligations

- A) The fees and charges must be paid as soon as the establishment of the fees and charges payable is possible.
- B) The owner of the aircraft, the holder and the user thereof, and the person acting as an





authorised representative of the owner, the holder or user thereof, are responsible for payment of the charges referred to in articles 2 and 3.

- C) The level of the payable charges referred to in article 2 and 3 is based on the flight data, fleet data and loading data which are required to be provided by the owner, or the one acting on its behalf, in accordance with the provisions laid down in each article and article 3D
- D) BIA has an Airport Operational Database Management System (AODBMS) to process the turnaround and billing processes, and to optimise the information to its airport partners and passengers. Therefore, it is obliged for airlines and/or their handling agents to send the following SITATEX messages to our SITATEX address, BONOPXH:
- LDM (IATA AHM 583)
  - MVT (IATA AHM 780)
  - PTM (IATA PSCRM, RP 1718)

The content of these messages will be leading in the billing process.

If SITATEX is not in use, messages in SITATEX format must be emailed to [AODB@Bonaire-airport.com](mailto:AODB@Bonaire-airport.com).

- E) The Airport operator has the right to allow a payment term of 14 days following the date of the invoice. The fees and charges payable must be paid in the manner specified by the Airport operator.

Kralendijk, Bonaire, Caribbean Netherlands.  
1 December 2021

Bonaire International Airport NV



J.G. Hillen  
CEO Bonaire International Airport

Annex 1: Fees and charges Bonaire International Airport

Annex 2: General terms and conditions.



## Annex 1

### BONAIRE INTERNATIONAL AIRPORT N.V.

#### Fees and Charges applicable and valid as of 1 January 2022

	Amount	6% ABB	Fee/Charge
<i>Aeronautical Charges</i>	USD	USD	USD
<b>Passenger Facility Charges (PFC) per passenger departing:</b>			
- International	43.45	N/A	<b>43.45</b>
- Domestic	12.69	N/A	<b>12.69</b>
- Transfer	9.18	N/A	<b>9.18</b>
<b>Security Service Charge (SSC) per passenger departing:</b>			
- International, Domestic and Transfer	3.06	N/A	<b>3.06</b>
<b>Landing Fee per 1 ton MTOW (minimum USD 10.50):</b>	3.10	N/A	<b>3.10</b>
<b>Parking Fee per 1 ton MTOW per day (minimum \$8,-)</b>			
- First two (2) hours are free	0.00	N/A	<b>0.00</b>
- After two (2) hours	0.60	N/A	<b>0.60</b>
<b>Apron Lighting Fee per hour (18.00 hrs. – 06.00 hrs.)</b>	3.00	N/A	<b>3.00</b>
<b>Waste Management Fee per arriving international flight:</b>	33.00	N/A	<b>33.00</b>
<b>Push-Back Fee per push-back/forward:</b>	80.00	N/A	<b>80.00</b>



	Amount	6% ABB	Fee/Charge
<i>Other Charges:</i>	USD	USD	USD
Airside Driver Permit per driver:	40.00	2.40	42.40
Airside Vehicle Permit per motorized vehicle for two years (24 months):	40.00	2.40	42.40
Airside Vehicle Permit per non-motorized vehicle for two years (24 months):	20.00	1.20	21.20
Airport ID (Security) badge per person for 60 months:	26.00	1.56	27.56
Replacing lost/damaged Airport ID (Security) badge:	53.00	3.18	56.18
Airside safety & Security awareness training per person:	47.17	2.83	50.00
AVSEC training per person:	380.00	22.80	402.80
AVSEC Refreshment training per person:	105.00	6.30	111.30
X-ray training per person	205.00	12.30	217.30
X-ray training recurrent per person	105.00	6.30	111.30
Cargo & Mail initial screener training			Pending
Cargo & Mail recurrent screener training			Pending
Fuel & Oil spill (materials used) per m2 cleaned			
- small 0 – 6 m2	150.00	9.00	159.00
- Medium 6 – 12 m2	300.00	18.00	318.00
- Large 12 and up m2	500.00	30.00	530.00

	Amount	6% ABB	Fee/Charge
<b><i>Car Parking Charges:</i></b>	<b>USD</b>	<b>USD</b>	<b>USD</b>
<b>Employee Car Parking Fee per employee per month:</b>	10.38	0.62	<b>11.00</b>
(If paid full year before 1 February 2022: USD 110.--)			
<b>Car Parking Subscription Rates</b>			
- 1 month	57.00	3.42	<b>60.42</b>
- 3 months	156.00	9.36	<b>165.36</b>
- 6 months	297.00	17.82	<b>314.82</b>
- 1 year	579.00	34.74	<b>613.74</b>
- Replacing lost car parking subscription card	26.42	1.58	<b>28.00</b>
<b>Dedicated Car Parking (reserved only for certain clients), per space, per month</b>	99.34	5.96	<b>105.30</b>
<b>Car Parking Public:</b>			
Short-term: for first and second half hour, per half hour:	0.94	0.06	<b>1.00</b>
Short-term: after the first hour, per hour, maximum: USD 13.-- per 24 hour cycle and USD 104.-- per use.	0.94	0.06	<b>1.00</b>
Long-term: per hour, maximum: USD 8.-- per 24 hour cycle and USD 88.-- per use.	0.94	0.06	<b>1.00</b>
Lost car parking ticket Short or Long term per ticket	98.11	5.89	<b>100.00</b>
<b>Taxi permit entrance Terminal, per month:</b>	9.43	0.57	<b>10.00</b>
(If paid full year before 1 February 2021: USD 110.--)			
<b>Parking lot access tag (Car rentals)</b>			
- Per unit	11.79	0.71	<b>12.50</b>
- Lost unit	23.58	1.42	<b>25.00</b>



	Amount	6% ABB	Fee/Charge
<i>Premises charges:</i>	USD	USD	USD
Rent premises (suggested starting rate, excl. airco):			
- Offices, per square meter, per month	25.50	1.53	27.03
- Storage, per square meter, per month	13.48	0.81	14.29
Rent land property airside:			
- Land for Hangar, per square meter, per month	11.00	0.66	11.66
- Land for Aircraft Shelter, per square meter, per month	11.00	0.66	11.66
- Land for storage of container, per square meter, per month	11.00	0.66	11.66
Rent Shelter:			
- Shelter for storage Ground Service Equipment, per square meter, per month	11.00	0.66	11.66
Electricity per Kwh and Water per m3 usage: based on tariff charged by Utility Airport operator			
<i>Note : Fees and Charges remain subject to change</i>			



## **Annex 2**

# **BONAIRE INTERNATIONAL AIRPORT N.V. GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

## **ARTICLE 1 DEFINITIONS**

The following terms are written with initial capitals in these general terms and conditions and are defined as follows:

- a. BIA: Bonaire International Airport N.V., user of these General Terms and Conditions;
- b. Contract: the written agreement between BIA and the Contractor to which the Terms and Conditions are declared to apply.
- c. Contractor: the counterparty of BIA;
- d. Party/Parties: BIA, the Contractor or both, depending on the context;
- e. Terms and Conditions: these general terms and conditions, which apply to and form an integral part of the Contract.

## **ARTICLE 2 SCOPE OF APPLICATION**

- 1. The Terms and Conditions, together with the relevant Contract issued by BIA, are applicable to all offers, tenders, quotations, any Contract between BIA and the Contractor and to any other transaction or relationship between BIA and the Contractor, to which BIA has stated that these conditions are applicable, in so far as the Parties have not made any specific written agreements to the contrary. When the Contractor accepts BIA's offer, either by acknowledgement or any other way of acceptance, a binding contract shall be formed. Such Contract is limited to the Terms and Conditions as specified on the face and reverse of this document, the relevant Contract and any attachments. BIA does not agree to any proposed amendment, alteration, or addition by the Contractor. Amendments or additions to the Contract or derogations from the Terms and Conditions (or parts of them) are binding only in writing signed by BIA.
- 2. BIA is not bound by and hereby expressly rejects the Contractor's general terms and conditions and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by the Contractor. The Course of performance, course of dealing, and usage of trade shall not be applied to modify the Terms and Conditions.
- 3. All costs incurred by the Contractor in preparing and submitting any acceptance of BIA's offer shall be for the account of the Contractor.
- 4. Unless expressly differently agreed upon in writing, the Terms and Conditions are applicable for any subcontract between Contractor and third parties to which BIA directly or indirectly is a party.



### **ARTICLE 3 REPRESENTATION**

BIA is solely bound to any Contract and/or transaction if the Contract and/or the transaction has been performed by any of those who are authorized to do so on behalf of BIA as evidenced by an entry in the Trade Register of the Chamber of Commerce and Industry Bonaire.

### **ARTICLE 4 OFFERS, QUOTATIONS AND TENDERS**

1. All offers, quotations and tenders from BIA are free of obligation and can be revoked by BIA, even after acceptance of the offer, quotations or tender by the Contractor. Revocation by BIA after acceptance by the Contractor must be done as soon as possible, unless stated otherwise in writing.
2. If the acceptance deviates from the offer given (secondary items included), BIA shall not be bound by it. The agreement shall in such event not be concluded in accordance with the deviation, unless BIA indicates otherwise in writing.
3. Offers, quotations and tenders are not automatically applicable to future orders.

### **ARTICLE 5 PRICES, TARIFFS AND FEES**

1. All prices, tariffs and fees mentioned in an offer, quotation or tender apply to those particular offers, quotations or tenders. BIA shall be allowed among others, to charge on price increases if changes in price have occurred between the moment the offer, quotation or tender was made and the moment of execution of the Contract.
2. The prices, tariffs and fees mentioned by BIA are expressed in American dollars. The prices given by BIA shall be exclusive of the costs of transport, taxes, import duties, other levies, insurance, packaging costs, license fees, disposal costs, any assembly or installation costs, and any other expenses to be possibly made within the scope of the Contract, including administration costs, unless stated otherwise in writing.
3. If BIA and the Contractor have agreed upon an administered price, BIA shall nevertheless be entitled to increase said price, if the increase of the price is less than 10%.

### **ARTICLE 6 PAYMENT**

1. All payments will be done through bank payments or by cash, unless agreed otherwise in writing.
2. Unless otherwise explicitly agreed in writing, payment must be made within 15 days from the date of invoice. If payment of an invoice is overdue, BIA will





charge interest at a rate of 12% per annum or, at its discretion, statutory interest and if necessary extrajudicial collection costs at a rate of 15%. The Contractor shall be deemed to be in default, without any further notification being required.

3. BIA charges administrative and office expenses at a rate of 5%.
4. Any and all payment will first be set off against the collection costs, then against the indebted interest and last against the (oldest) invoice sum.
5. BIA has the right to offset invoice amounts owed against amounts that the Contractor owes BIA.
6. The Contractor is responsible for paying any applicable tax to the appropriate (tax) authorities.

#### **ARTICLE 7 DELIVERY**

1. If BIA has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a term to be observed on penalty of forfeiture of rights. If an indicative term is exceeded, the Contractor must give BIA notice of default in writing and BIA shall do its best to give an estimated delivery term, which shall again be indicative.
2. BIA shall be entitled to partial deliveries, unless such is deviated from in writing in the Contract or if the partial delivery does not represent an independent value. BIA shall be entitled to invoice the partial deliveries separately.
3. The Contractor shall be held to accept the delivery, the moment that BIA delivers it to the Contractor or has it delivered, or the moment at which the delivery is put at the Contractor's disposal.

#### **ARTICLE 8 CONFIDENTIALITY**

1. The Contractor will not divulge in any way any information that comes to its knowledge in performing the Contract and which it knows or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling. All such information shall be used by the Contractor only for the purposes of the Contract. The Contractor shall protect BIA's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of BIA and the Contractor shall, upon BIA's demand, promptly return to BIA all such information and shall not retain any copy thereof.
2. The Contractor will impose the same duty of confidentiality on its Staff and guarantees that they will fulfill it.
3. The Contractor must hand over to BIA, within 14 days after the termination of the Contract, all information (i.e. written documents, computer files, etc.) which the Contractor has in its possession for the purpose of performing the Contract.
4. If the Contractor breaches its duty of confidentiality, BIA may impose a penalty, as laid down in the Contract. Payment of a penalty that is payable immediately



does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

5. The existence and the content of the Contract shall be treated as confidential by the Contractor. The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of BIA.

## **ARTICLE 9 PERSONAL DATA**

1. In so far as the Contractor processes personal data on behalf of BIA for the performance of the Contract, the Contractor will be regarded as a processor within the meaning of the Personal Data Protection Act BES (“PDPA”) and the Contract as a contract within the meaning of the section 14, subsection 2 of the PDPA. The Contractor may not at any time use the personal data provided to it, or have them used, in whole or in part, in any way other than for the performance of the Contract, except where statutory obligations provide otherwise.
2. In the case referred to in article 9.1, the Contractor will take appropriate technical and organizational security measures to protect the personal data from loss or any form of unlawful processing. Such measures will guarantee, with due regard for the state of the technology and the cost of its implementation, an appropriate level of security given the risks arising from the processing and the nature of the data to be protected. The measures will be designed in part to prevent unnecessary collection and further processing of personal data. The Contractor will lay the measures down in writing.
3. The Contractor will process personal data, as defined in Article 1 the PDPA, in a proper and careful manner and in accordance with the applicable legislation and any code of conduct applied by BIA.
4. The Contractor will cooperate in full with BIA to ensure that data subjects within the meaning of Article 1 (f) of the PDPA:
  - (i) have access to their personal data,
  - (ii) can have personal data removed or corrected, and/or
  - (iii) can see that personal data have been removed or corrected if they were incorrect, or, if BIA disagrees with a data subject, to record that the data subject considers their personal data to be incorrect.
5. To the extent that the Contractor allows a (sub)contractor to process the Personal Data, the Contractor shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection as referred to in this article.
6. The Contractor shall, upon the termination of the Contract, securely erase or destroy all records or documents containing the Personal Data. The Contractor accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if the Contractor fails to erase or destroy the Personal Data upon termination of the Contract.
7. The Contractor shall indemnify and hold harmless BIA, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this article.





**ARTICLE 10  
CHANGE OF OWNERSHIP**

1. In the case The Contractor is a corporation, the Contractor notifies BIA immediately in writing of any (possible) change in the ownership of the shares of the Contractor or of any transfer or release of control of the shares of the Contractor or of any possible or effective reconstruction or amalgamation of the Contractor.
2. The Contractor notifies BIA immediately in writing of any change of the Contractor's principles, partners, directors or constitution.

**ARTICLE 11  
COMPLAINTS**

Possible visible shortcomings in performance or for faulty performance must be communicated in writing to BIA within seven (7) days following the performance. Non-visible shortcomings must be reported within three weeks following their detection, but not later than 12 months following the performance. If the Contractor does not file a complaint in time, the Contractor loses all its right regarding the particular matter.

**ARTICLE 12  
LIABILITY**

1. If one of the Parties fails to discharge its obligations under the Contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.
2. The notice of default referred to in the preceding paragraph is not required if a time limit included in the Contract has been extended prior to its expiry. If the defaulting Party fails to discharge its obligations as described in the preceding paragraph by the end of the extended time limit, the defaulting Party is held to be immediately in default as from that date.
3. If BIA imputably fails to discharge its obligations, BIA is liable to the Contractor for any loss incurred by the Contractor, on the understanding that the liability is limited to an amount of USD 10.000 (ten thousand United States Dollars).
4. The Contractor is liable for all obligations in respect of the Contractor's staff, including those arising under tax and social insurance law. The Contractor indemnifies BIA against any liability in this connection. The Contractor is also liable for all damage caused, by their auxiliary personnel, by its passengers, by its clients and/or by other third parties the Contractor is involved with.
5. If the Contractor makes use of property belonging to BIA, the Contractor is liable for any damage caused to such property and if damage of whatever nature is



caused to the Contractor and/or third parties as a result of the Contractor using BIA's property, the Contractor will be wholly liable for this damage.

6. BIA shall never be liable for indirect damages, which include (among other things) financial loss due to direct damages and pure financial loss, company damages, loss of profits, missed savings, damages due to business interruption, damages due to the electronic payments or damages due to third party claims towards the Contractor.
7. BIA shall never be liable for the disruption or malfunction of the supply of water, electricity, telephone, internet, cable or any other service provided for by a third party.
8. The limitations of liability contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of user or his subordinates.

### **ARTICLE 13 SAFEGUARDING**

1. The Contractor warrants that it has obtained all necessary consents and permits and that the Contractor complies with all other obligations (legal or otherwise), which are necessary to enter into the Contract. The Contractor hereby holds BIA harmless for all claims from third parties related to the Contractor, that directly or indirectly arise from the Contractor's default.
2. The Contractor shall safeguard BIA against claims filed by third parties in connection with the rights and obligations under the Contract.
3. The Contractor and the Contractor's Staff, its passengers, its clients, its guests or any other third party the Contractor is involved with, are at all-time obliged to obey the Safety and Airport Security regulations (the "**Regulation**") which apply for the hangars/sheds, premises, platforms, run- and taxiways and parking lots of BIA. The Contractor is liable for all damage caused which derive from a violation of the Regulation. The Contractor indemnifies BIA against any liability in this connection.
4. BIA shall not be obliged to provide security in relation to sureties for payment of freight, duties, levies, taxes and/or any other costs. All the consequences of non-compliance or failure to comply with a aforementioned security shall be borne by the Contractor. If BIA has provided the security, the Contractor shall reimburse BIA for the costs, unless agreed otherwise in writing. The Contractor indemnifies BIA against any liability in this connection.

### **ARTICLE 14 FORCE MAJEURE**

1. Performance of the obligations of the Parties shall be suspended in the event of force majeure that is of such a nature as to prevent or delay the performance of contractual obligations of either Party. In the event of a force majeure, Parties will immediately notify each other in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure.



2. Force majeure means any event that is beyond the control of the Party invoking it and against which it could not reasonably protect itself. The term 'force majeure' is in any event understood not to include (but not exclusively): staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by suppliers, failures in the production process and liquidity or solvency problems, failures on the part of third parties engaged by a Party, not officially declared epidemic or pandemic, the inability of a Party to secure the necessary legal or administrative permits or authorizations.

## **ARTICLE 15**

### **DISSOLUTION AND CANCELLATION**

1. Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract, in full or in part out of court by registered mail, if the other Party is in default or is permanently or temporarily unable to fulfill its obligations.
2. Without prejudice to the other provisions of the Contract, BIA may dissolve the Contract, in full or in part out of court by registered mail, upon receipt of the information as specified in article 10.1 and 10.2.
3. If one of the Parties is unable to discharge its obligations under the Contract as a result of force majeure, the other Party is entitled to dissolve the Contract, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 15 days as from the date on which the circumstance that produced the force majeure arose.
4. BIA may dissolve the Contract forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved, or if it is deemed on any other grounds to be no longer capable of discharging its obligations under the Contract.
5. If the Contract is dissolved, the Contractor will repay any undue amounts already paid by the BIA, plus the statutory interest on those amounts from the date on which they were paid. If the Contract is partially dissolved, the Contractor only has to repay payments relating to the part of the contract that has been dissolved.
6. In addition, BIA may terminate the Contract at any time by giving notice of termination by registered mail. In such an event, the account between BIA and the Contractor will be settled on the basis of the services provided and costs reasonably incurred by the Contractor and of any commitments reasonably entered into for the future for the purposes of the present Contract. BIA is not obliged to compensate the Contractor in any way for the consequences of the termination of the Contract.
7. In the case the Contractor is not making or only partially making use of any service or facility BIA provides to the Contractor pursuant to the Contract, BIA is entitled to charge the full amount that Parties agreed upon, without prejudice to BIA's right to claim further indemnification.

**ARTICLE 16  
MISCELLANEOUS**

1. The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards in respect of the following risks:
  - a. professional liability, i.e. the risks arising from professional errors;
  - b. business liability, including liability for damage caused to persons or BIA's property;
  - c. loss of or damage to business property (including as a result of fire or theft), including items of property owned by BIA; and
  - d. any other liability as may be requested by BIAwith, unless otherwise agreed by BIA, a minimum limit of 1 million USD for claims of bodily injury, including death, and any other damages that may arise or acts or omissions of the Contractor under the Contract. Such insurance policies will be written with appropriately licensed and financially responsible insurers. The Contractor will not terminate either the insurance contracts or the terms applying to them without BIA's prior written consent. Nor will the Contractor change the insured sum to BIA's disadvantage without BIA's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to BIA upon BIA's request.
2. The rights and remedies reserved to BIA are cumulative and are in addition to any other or future rights and remedies available under the Contract, at law or in equity.
3. The Contractor shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Contract, without the consent of BIA. BIA will not withhold its consent without good reason and BIA may attach conditions. Any pre-approved subcontracting, transfer, pledge or assignment shall not release the Contractor from their obligations under the Contract. The fact that BIA has given its consent does not affect the Contractor's own responsibility and liability for discharging the obligations imposed on it under the Contract, and for discharging the obligations imposed on it as an employer under tax and social insurance law.
4. If one or more provisions of the Terms and Conditions or the Contract are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Terms and Conditions or the Contract.



5. All terms and conditions of the Contract which are destined, whether express or implied, to survive the termination or the expiration of the Contract, including but not limited to liability, confidentiality, personal data and disputes and applicable law, shall survive.
6. The Contract and the Terms and Conditions shall be governed by and construed in accordance with the laws of Bonaire, St. Eustatius and Saba, and any disputes arising out of or in connection with the Contract and the Terms and Conditions shall be exclusively determined by the competent court on Bonaire.

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