

MAMAN - CARGO TERMINAL BEN-GURION AIRPORT LTD.

CONDITIONS OF CONTRACT

Definitions

1. The following terms as used herein shall have the respective meanings indicated below:
 - (a) "Maman" - Maman-Cargo Terminal Ben-Gurion Airport Ltd.
 - (b) "Customer" - any person(s) (including any Carrier) hiring or accepting Maman's Services, or delivering Goods, or causing Goods to be delivered, to Maman, or accepting Goods, or causing Goods to be accepted, from Maman, or giving Maman instructions with respect to Goods, or declaring facts relating thereto, as well as the owner of Goods in respect of which Maman provides Services and any person(s) having any interest or rights in such Goods, including, without limitation, the consignor and consignee thereof.
 - (c) "Services" - The various handling, storage and incidental services from time to time provided by Maman in respect of Goods.
 - (d) "The Terminal" - The cargo terminal operated by Maman at Ben-Gurion Airport.
 - (e) "Goods" - Goods imported into, exported from or in transit through Israel by air in respect of which Services are to be provided by Maman.
 - (f) "Consignment" - All Goods covered by a single air waybill or other document and/or treated by Maman as a single lot, irrespective of whether the same are transported in or on a unit load device such as a pallet, container, igloo or otherwise, and irrespective of the number of packages in which such Goods are packaged.
 - (g) "The Airport" - Ben-Gurion International Airport, Israel.
 - (h) "The Airport Administration" - The authority in charge of the administration of the Airport.
 - (i) "Carrier" - A company engaged in the carriage of Goods.
 - (j) "Valuable Cargo" - Any consignment containing gold bullion (including refined and unrefined gold in whatever form), platinum, platinum metals and platinum alloys in whatever form, legal banknotes, traveler's checks, securities, shares and share coupons, diamonds (including diamonds for industrial use), rubies, emeralds, sapphires and real pearls (including cultured pearls) and other Goods as to which Customer declared a value for carriage in excess of US \$88 per kilogram.

Provision of Services 2. Maman shall, in each case, provide for Customer, in respect of Goods, such of its usual Services as may in the reasonable judgment of Maman be appropriate under the circumstances.

Description of Services 3. Subject to the requirements of any applicable law, regulation, order or tariff in effect from time to time, the Services to be provided by Maman shall include some or all of the following:

(a) Services in Respect of Export Goods -

Maman will receive such Goods from Customer at the Terminal entrance, will unload the same from the vehicle on which they are transported to the Terminal entrance and will carry the same into the Terminal and weigh the same, it being understood that Maman may refuse to accept Goods unless Customer has designated a Carrier for the carriage thereof.

Upon the acceptance of such Goods Maman will provide Customer with a receipt therefor indicating the number of parcels or containers and the weight of each parcel or container. Maman will deliver a copy of such receipt to the designated Carrier and to the Customs Authorities.

Maman will permit the Customs Authorities, the Airport Administration and all other authorities to carry out the procedures provided or required by law or their respective administrative procedures in respect of export Goods.

Maman will deliver the Goods, directly or through others to the designated Carrier and, in the case of air freighters parked at the Terminal dock, Maman or other shall load the Goods onto the aircraft.

(b) Services in Respect of Import Goods -

In the case of air freighters parked at the Terminal dock, Maman or others shall with reasonable speed and dispatch unload the Goods from the aircraft; in the case of aircraft not parked at such dock and which are unloaded by employees of the Airport Administration, by Maman or by others, the Goods will be transported from such aircraft to the Terminal; Maman will receive such Goods at the Terminal entrance; and, in both cases, Maman will accept the Goods for handling in the Terminal, subject to all the provisions thereof.

Maman will effect a checking-in of the Goods at the entrance of the Terminal, will compare each Consignment with the manifest covering the same delivered to Maman by the Carrier, will note apparent external damage to any parcel or container, and will report, both to the Carrier and to the Customs Authorities, and any apparent discrepancies between the Consignment, as received by Maman, and as described in such manifest.

Maman will in each case report to the Carrier and to the Customs Authorities, with respect to each Consignment, as to the location(s) at which it has been placed in the Terminal.

Maman will comply with the instructions of the Customs Authorities with regard to the inspection of the Goods and the clearance thereof.

Upon being presented with a delivery order issued by the Carrier, and upon receipt of permission from the Customs Authorities, Maman will release the Goods to the person bearing such delivery order against his signature, which shall be deemed to be an acknowledgment that the Goods have been duly received and that they accord with the check-in data as declared by Maman to the Carrier. At the request of such person, Maman will load the Goods onto the vehicle in which they are to be carried away from the Terminal.

(c) Storage Services -

Subject to the provisions hereinafter set forth limiting the period of custody, Maman will store import Goods between the time they arrive at the Terminal and the time they are released as aforesaid, and export Goods between the time they are delivered to the Terminal and the time they are removed from the Terminal for loading on the aircraft.

(d) Special Handling and Storage Services -

Upon the request of Customer, as hereinafter provided, and subject to the limitations set forth below, Maman will provide special handling and storage of Valuable Cargo, Goods which require refrigeration and radio-active Goods (authorized for air carriage), the temporary storage of animals (authorized for air carriage) and the storage and supervision of plants, both in accordance with instructions of the Ministry of Agriculture, the special handling and storage of fragile Goods, human remains, Goods the handling of which causes special difficulty or which require special care, Goods which, due to their nature, packaging or otherwise, might cause harm to persons, other Goods, the Terminal or its facilities and Goods

which, due to their volume, weight and/or form, might cause undue inconvenience to Maman in the performance of the Services or the operation of the Terminal. For purposes of this paragraph, instructions and/or statements under the caption "Remarks" contained on the Manifest and relating to special handling and storage requirements shall be deemed to constitute "requests of Customer."

The procedures for special handling and storage referred to above shall be such as Maman, in its absolute discretion, deems reasonable under the circumstances and which Maman is reasonably able to provide in the light of the facilities and equipment available in the Terminal. In no event shall Maman be responsible to follow any such special procedures unless Customer expressly and in writing brings to the attention of Maman circumstances, including the nature of the Goods in question, which warrant special handling and/or storage as aforesaid.

(e) Additional Services -

Upon the request of Customer, Maman will provide additional Services (subject to any required permission from the Customs Authorities or other authorities) including but not limited to the following:

- (i) the handling of Goods in transit by air,
- (ii) the handling of so-called Company Materials ("Comat") of Carriers,
- (iii) separation and consolidation of Goods comprising a Consignment, and
- (iv) storage of Goods as if the Terminal were a Bonded Warehouse.

(f) Modification of Services -

Maman shall have the right, in its absolute discretion, from time to time, to add additional Services to the list enumerated above, to delete therefrom one or more Services and to modify any such Service or the procedures incident thereto.

Period of
Custody

4. Maman shall be obligated to retain Goods in its custody only for such period as may be agreed upon in writing with Customer or, failing such agreement, for a period of ninety (90) days (in the case of import Goods) and ten (10) days (in the case of export Goods) from the date of receipt of such Goods by Maman. Unless otherwise so agreed, all Goods shall be withdrawn from the custody of Maman at or prior to the end of such period. If the same be not so withdrawn, Maman may, at any time thereafter, at its election and without derogating from any of its rights hereunder, but subject to any required permission from the Customs Authorities, remove the Goods from the Terminal and store them elsewhere and/or sell the same as if it were acting pursuant to paragraph 8 hereof, and the provisions thereof shall apply. Nothing in this paragraph 4 shall derogate from the right of Maman to comply with any and all rules, regulations and instructions of the Customs Authorities.

Warranty of
Customer's
Authority;
Indemnity

5. Customer, in delivering Goods, or causing Goods to be delivered, to Maman, or in accepting Goods, or causing Goods to be accepted, from Maman, or in giving Maman instructions or declaring facts in respect of Goods, expressly warrants, represents and undertakes that Customer is the owner of such Goods or, if not the owner, has been duly authorized by the owner, or by someone empowered to grant such authorization, to delivery or accept such Goods or cause the same to be delivered or accepted and to give all instructions and to declare all facts which have been or may be given or declared in connection therewith, and thereby to accept, and agree to be bound by, these Conditions of Contract, including the provisions hereof limiting or waiving the liability of Maman and/or others.

Limitations
of Maman's
Liability

6. (a) Neither Maman nor any of its employees shall be liable to Customer or to any other person for any damage, destruction, delay or loss of whatsoever nature, direct or consequential (hereinafter collectively referred to as "damage") arising out of or in connection with Maman's Services unless such damage occurs while the Goods in question are in the possession and/or control of Maman and is proved to have been caused by the negligence or willful fault of Maman or such employee, provided that in the case of contributory negligence of Customer or other claimant not being an employee of Maman, the law applicable to contributory negligence shall apply. Without derogating from the generality of the foregoing, neither Maman nor its employees shall have any liability for (i) damage attributable to unforeseeable circumstances or circumstances the consequences of which could not reasonably have been avoided by them, (ii) damage attributable to the inherent nature or vice of the Goods, or to defective, unsuitable or improper packaging thereof, (iii) damage attributable to Customer's failure to comply with any applicable law or regulation or the rules and regulations of Maman or of a Carrier, or (iv) damage directly or indirectly attributable to compliance with laws, government regulations, orders or requirements or any cause beyond Maman's control.

- (b) Whenever Maman or any employee of Maman is liable for damage, hereunder or under applicable law, except liability for damage caused by willful misconduct, such liability (whether in tort or in contract) for all damages, direct and/or consequential, shall be limited to, and shall in no event exceed, the lesser of (i) the actual value of the Goods in question together with expenses and consequential damage and (ii) the value specially declared for carriage in the air waybill relating to such Goods, and, if no value is so declared in such air waybill or if such value is so declared but a copy of such air waybill has not been delivered to Maman and any applicable special charge, if any, paid to Maman in respect of a higher declared value, it shall be conclusively presumed that the declared value of such Goods is such amount of Israeli currency as is equivalent to twenty U.S. dollars (\$20) per kilogram. When a Consignment for which a value has been so declared consists of more than one package, and a separate value has not been declared for the separate packages therein, the declared value of each such separate package shall be deemed to be such amount as bears the same relation to the declared value of the entire Consignment as the actual value of such separate package bears to the actual value of the entire Consignment.
- (c) The receipt, without complaint, of any Goods by Customer shall constitute prima facie evidence that such Goods have been delivered in good order and condition. In case of damage, a written complaint shall be filed with Maman forthwith after the discovery thereof, and, in all events, not later than twenty-one (21) days from the date the Goods are placed at the disposal of the person entitled to delivery, and the claimant shall, upon the request of Maman or its representative, immediately furnish, or cause to be furnished, to Maman or its representative any and all information and documents (including such air waybill) in connection with such damage and the nature, extent and circumstances thereof, and enable Maman or its representative to examine the Goods in question. Non-compliance with the foregoing requirements shall discharge Maman from all liability in respect of the alleged damage. In case of loss of Goods a written complaint shall be filed with Maman forthwith after the discovery thereof, and, in all events, not later than one hundred twenty (120) days after Customer has learned of such loss.

Fees Payable 7.
To Maman

Maman will be paid for its Services the fees set forth in the applicable Government-approved Tariff as the same is in effect from time to time, and will collect the same from the persons or bodies designated in such Tariff. Maman shall have the right, at any time and from time to time, subject only to any required governmental approval, to amend said Tariff by altering the classification of fees contained therein, by altering the amount of any such fee or fees, or otherwise. At any time, upon Customer's request, Maman will furnish Customer with a copy of such Tariff as last amended. Fees payable to Maman for its Services (except storage charges) shall be deemed to have been earned and shall be

due and owing to Maman as soon as Goods are received by Maman, and if prepaid, shall not thereafter be refundable, and if unpaid, shall be payable even though the Goods or any part thereof be lost or damaged. Seizure of any Goods by governmental or legal action shall not affect the liability of Customer for the fees (including storage charges) owing to Maman.

Lien of
Maman

8. Maman shall have a lien upon all Goods in its custody and upon the proceeds of any C.O.D. collection in respect thereof for all fees in respect of such Goods and for all other moneys payable to Maman by Customer. In the enforcement of such lien, Maman shall have the right to retain possession of such Goods in the Terminal or to remove the same from the Terminal and store the same (without losing such lien) at premises outside the Terminal, in both cases at the expense and for the account of Customer. Maman shall have the further right, if any such fees or other moneys be not paid within thirty (30) days after the end of the applicable period of custody pursuant to paragraph 4 hereof, to sell such Goods, either at private or public sale, with or without advertisement or notice to Customer or any other person, and to apply the proceeds to the expenses of such sale, to the customs and other taxes and levies due on such Goods, and the fees and other moneys owing first to Maman and then to the Carrier. Any surplus then remaining shall be paid by Maman to Customer, whereas Customer shall continue to be liable to Maman for any deficiency, but the term "Customer" as used in this sentence shall exclude Carriers. The provisions of this paragraph 8 are subject, in every case, to any required permission or consent of the Customs Authorities.

Warranty
Against
Dangerous
and Illegal
Articles;
Compliance
with Law,
Rules and
Regulations

9. (a) Customer warrants that, except as otherwise expressly agreed with Maman in writing, no consignment contains arms, explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials easily ignited, poisonous, offensive or irritating substances or any other articles like to endanger persons or property, or any other article included in the definition of "Restricted Articles" under the applicable regulations of the International Air Transport Association, or articles the carriage of which is prohibited by applicable laws, regulations or orders of Israel or of any state flown or to be flown from, to or over during the carriage of such Consignment.

- (b) Customer shall comply with all applicable laws and regulations of Israel and of any country in, from, to or over which any Consignment may be carried or stored, including those relating to the packing, carriage or delivery of such Consignment, and shall furnish such information and attach such documents as may be necessary to comply with all such laws and regulations. Maman shall not be liable for any loss, damage or expense occasioned by any failure to comply with this provision. Customer shall likewise comply with all rules and regulations from time to time issued and published or posted by Maman relative to the operation of the Terminal and the provision and acceptance of its Services.
- (c) Customer shall indemnify Maman and hold it harmless against and from any and all loss, cost, liability and expense incurred by reason of the breach of any warranty or non-compliance with any term contained in this paragraph 9, provided, however, that a Carrier shall not be liable for any damage arising out of, or in connection with, or incidental to, such breach of warranty or non-compliance resulting from any act or omission of the consignor or consignee, their employees, servants or agents, other than acts or omissions of such Carrier, its employees, servants or agents.

Documents

- 10. (a) Customer shall be responsible to Maman, and shall have the sole responsibility to all other persons, for the regularity, correctness and completeness of the statements relating to Goods contained or inserted in the documents accompanying the Consignment or any other documents relating thereto. If, at the request of Customer, Maman prepares or completes any such documents, Maman shall be deemed to have done so for and on behalf of Customer.
- (b) The statements contained in the air waybill (and in all other documents relating to Goods) relating to weight, dimensions and packing of the Goods, as well as those relating to the number of packages, are *prima facie* evidence of the correctness thereof. The statements contained therein relating to quantity, volume and condition of the Goods shall not constitute *prima facie* evidence as against Maman, its employees and agents, except insofar as they have been stated to have been checked by Maman in the presence of customer or relate to the apparent condition of the Goods.
- (c) Customer shall be liable for all damage suffered by Maman, its employees, servants or agents and any other person, arising out of, in connection with, or incidental to, any irregularity, incorrectness or incompleteness of any document referred to in subparagraphs (a) and (b) above and shall indemnify Maman and any such other person and hold it and them harmless against and from any and all loss, cost, damage, claim or expense (including attorney's fees and consequential damages) resulting therefrom.

- (d) Anything in this paragraph 10 to the contrary notwithstanding, a Carrier shall not be liable for any damage arising out of, in connection with, or incidental to, any irregularity, incorrectness or incompleteness of any such document resulting from any act or omission of the consignor or consignee, their employees, servants or agents, other than acts or omissions of such Carrier, its employees, servants or agents.

Sub-
Contractors

11. If and to the extent Maman shall deem the same necessary or convenient for the performance of its Services, Maman shall have the right, in its absolute discretion, to select and engage carriers, truckmen, forwarders, warehousemen, agents and contractors of every kind and description (hereinafter collectively referred to as "Sub-Contractors") and to cause any of such Services to be performed, in whole or in part, by such Sub-Contractors, provided, however, that the engagement by Maman of Sub-Contractors for the performance of any Services hereunder shall not affect any applicable tariff and shall neither relieve Maman from its liabilities and responsibilities as provided herein, nor enlarge any such liability or responsibility.

Right to
Decline
Goods and to
Send to
Warehouses

12. Subject to any required permission of the Customs Authorities, Maman shall have the right at any time in its reasonable discretion to decline to accept any goods or to perform any Services with respect thereto. Without limiting the generality of the foregoing, Maman shall have the right, at any time, whenever it deems it necessary or expedient so to do, to cause Goods to be delivered to the care of any warehouse in Israel, to incur for the account of Customer all charges and expenses incident to the delivery of such Goods to such warehouse, the storage thereof and, where applicable, the return thereof to the Terminal, provided, however, that the use by Maman of any warehouse as aforesaid shall not affect any applicable tariff and shall neither relieve Maman from its liabilities and responsibilities as provided herein, nor enlarge any such liability or responsibility.

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| <u>Searches</u> | 13. | Each Consignment and/or any package therein shall be subjected to such searches and inspections (whether relating to security considerations or otherwise) as may, from time to time, be required by law, or by any competent authority or by any Carrier carrying or required to carry the same or by Maman itself, including, without limitation, testing thereof in a decompression chamber and testing by other detection devices or procedures. Maman shall not be liable for any damage (as defined in paragraph 6(a) hereof), arising out of any such search or inspection or in connection therewith, or incidental thereto, except for damage caused by the willful misconduct of Maman, or its employees. All expenses resulting from any such search or inspection including, without limitation, the expenses necessary for the preservation, protection or repacking of the Consignment or of any package therein shall be borne by Customer. |
| <u>Right to Protect</u> | 14. | While any Goods are in its custody, Maman shall have the right to take any action it may deem necessary for the protection or preservation of such Goods, the Terminal or any property of Maman or of others, or for the prevention of injury to any person, including, without limitation, the repacking of such Goods, and, unless such action is necessitated by the willful misconduct or negligent act or omission of Maman, all expenses connected therewith shall be borne by Customer, and the exercise of such right shall not impose upon Maman any liability whatsoever. |
| <u>Right to Abandon</u> | 15. | Maman shall have the right to abandon, jettison or destroy any Goods whenever, in the sole judgment of Maman, such action is necessary, by reason <i>inter alia</i> of such Goods being or becoming dangerous or noxious, in order to prevent damage to the Terminal, to any property of Maman, or of any other person, or injury to any person, and the exercise of such right shall not impose upon Maman any liability whatsoever. |
| <u>Right to Comply with Law</u> | 16. | Maman shall have the right to take, or to refrain from taking, any action which Maman <i>bona fide</i> believes to be in conformity with applicable law, the regulations or orders of the Customs Authorities, the Airport Administration or any other competent authority, and the exercise of such right shall not impose upon Maman any liability whatsoever. |
| <u>Waiver</u> | 17. | No agent or employee of Maman shall have any authority to waive or alter any provision hereof, and no such waiver or alteration shall be effective unless made in writing and duly signed by an authorized officer of Maman. No waiver by Maman of any default by Customer, and no failure to enforce any right hereunder, shall be deemed a waiver of a subsequent default, of like or unlike nature, or prevent Maman from enforcing such right in the future. |

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| <u>Notice</u> | 18. | <p>Any notice or other communication required or desired to be given or effected hereunder shall be in writing and shall be sent by registered mail (airmail if mailed to or from a place outside Israel) or by telex or cablegram confirmed by such mail, or shall be manually delivered to the following respective addresses:</p> <p>To Maman at Ben-Gurion International Airport, Israel
 To Customer at such address of which Maman has knowledge,</p> <p>or to such other address of which notice shall be given, provided, however that in all matters relating to import Goods any notice or other communication given by Maman to the Carrier which carried the same shall be deemed to have been given to all persons entitled to such notice, including all persons comprised within the term "Customer" in respect of such Goods.</p> |
| <u>Governing Law</u> | 19. | <p>These Conditions of Contract shall be construed and enforced in accordance with the laws of the State of Israel. All disputes hereunder shall be submitted to the exclusive jurisdiction of the competent courts in Tel Aviv-Yafo, provided, however, that Maman, when asserting any claim hereunder, shall have the option to submit the same to any competent court having jurisdiction over the defendant.</p> |
| <u>Subject to Law and Airport Authority Contracts; Invalidity and Severability</u> | 20. | <p>These Conditions, and the rights and obligations of all parties hereunder, are subject to all applicable laws and regulations, and are further subject to the provisions of any contract between Maman and the Airport Administration (as the same may be amended from time to time) defining Maman's rights and obligations <i>vis á vis</i> the Airport Administration in connection with the operation of the Terminal at the Airport. Insofar as any provision contained or referred to herein may be contrary to mandatory law, governmental regulations, orders or requirements, or to any such contract between Maman and the Airport Administration, such provision shall remain applicable to the extent it is not overridden thereby. The invalidity of any provision hereof shall not affect the validity of any other.</p> |
| <u>Captions</u> | 21. | <p>The captions herein are for convenience only and shall not limit, extend or otherwise affect the construction of any provision hereof.</p> |