

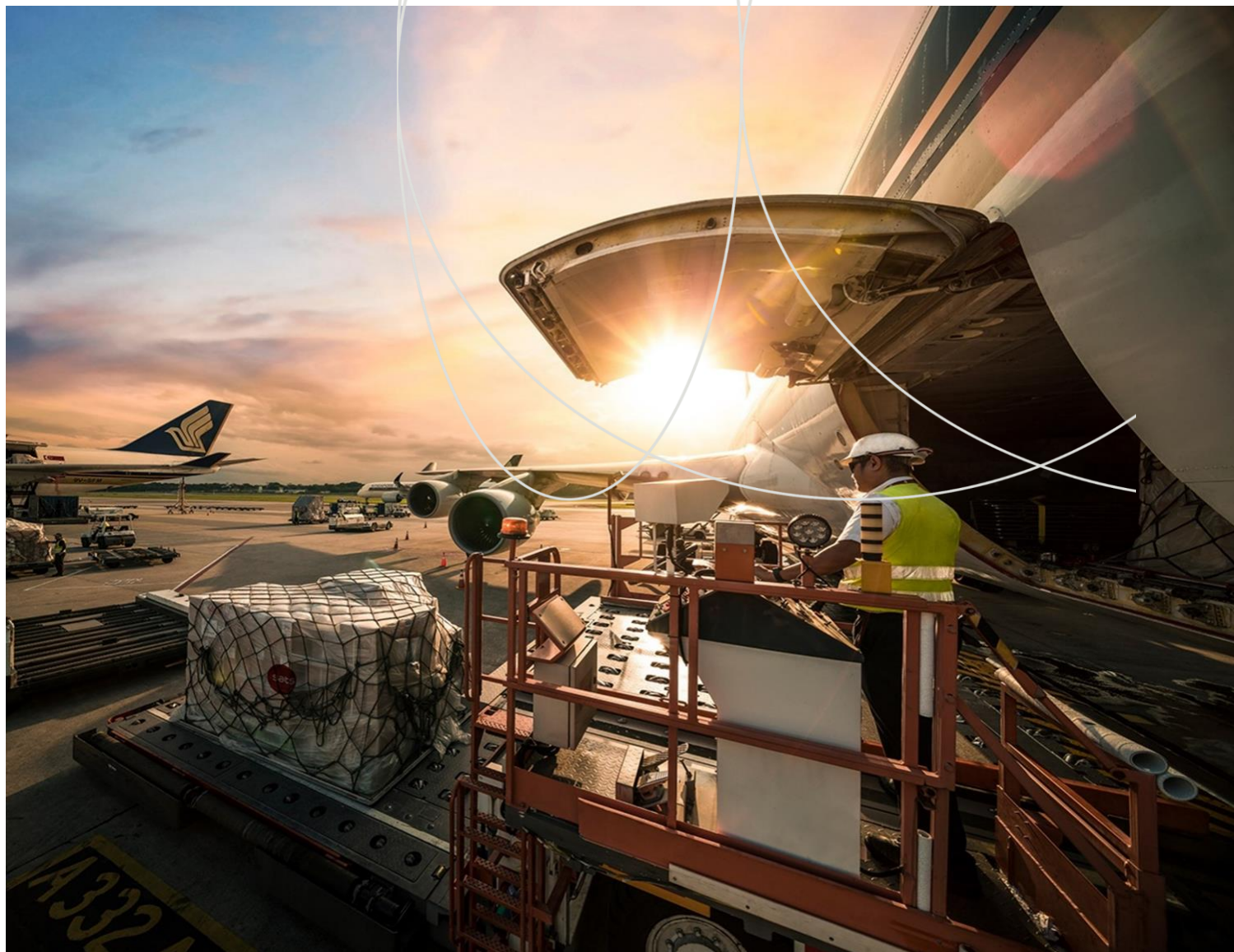


V 2026-01

2026 TERMINAL HANDLING CHARGES

NETHERLANDS -AMSTERDAM AIRPORT for Menzies World Cargo (Amsterdam) B.V.

Valid as from 01 January 2026 - All charges are in Euro



"MENZIES CARGO (AMSTERDAM) B.V. RESERVES THE RIGHT TO CHANGE PRICING DURING 2026 IF CIRCUMSTANCES SO MERIT "

1 . IMPORT CHARGES

	Unit	Unit Charge	Minimum Charge
1.1 Customs and warehouse facilities charges, per shipment (based on chargeable weight (CW))			
a. Loose	per kg	0,198 €	50,00 €
b. ULD Container	per unit	115,00 €	
c. ULD Pallet 10 ft	per unit	220,00 €	
d. ULD Pallet 16/20 ft	per unit	360,00 €	
ULD rate will be charged according to IATA AWB standards for BUP shipments If a shipment consists of a mix between ULD and loose kgs and the split is not clearly indicated on the AWB, the complete weight will be charged at the loose rate. Shipments for BIP will be invoiced as per minimum warehouse facilities charges. The above charges apply only for customers with an import account at WFS Holland BV. Recipients without an account are charged as per Paragraph 1.12.			
1.2 Kiosk for import pickup			
Use of Kiosk for import pickup		Foc	
Non-use of Kiosk for import pickup	per AWB	9,90 €	
1.3 Mail handling	per kg	0,18 €	
Processing Mail AWB	per AWB	25,00 €	
1.4 Mail scanning			
Upon request of and scanners provided by carrier	per bag	0,15 €	18,50 €
	per ULD	12,50 €	18,50 €
1.5 Breakbulk charges - based on chargeable weight (CW)	per kg	0,50 €	75,00 €
Splitting shipments on HAWB level Request for Breakdown must be done 24 hours in advance by email : Import.FR8.AMS@wfs.aero Subject to availability			
1.6 Breakdown charges of shipper built unit	per kg	0,25 €	172,00 €
by email : Import.FR8.AMS@wfs.aero Subject to availability			
1.7 Bank shipments, admin fee	per shipment	70,00 €	
1.8 Human remains surcharge	per shipment	235,00 €	
Delivery can only take place max 5 hours before departure. If earlier storage charges will be applicable as per paragraph 3.3.			
1.9 Collect of CC charges/Other Charges		5%	67,50 €
or as per IATA regulations		of total amount	
1.10 Priority Breakdown (based on chargeable weight (CW)) on top of section 1.1	per kg	0,130 €	160,00 €
Upon request priority breakdown can be arranged, shipments arriving on pax flights can be collected 2 hours after ATA and shipments arriving on freighters 4 hours after ATA. WFS reserves the right to refuse a request. Request for Priority Breakdown must be done 8 hours before STA by email: prioritybreakdown.ams@wfs.aero			
1.11 Temperature Report	per reading	30,00 €	
1.12 Private Consignees			
EU shipments (based on chargeable weight (CW)) (excluding VAT)	per kg	0,65 €	150,00 €
Non-EU Shipments	per kg	0,85 €	200,00 €
Storage charges apply as mentioned in Paragraph 3 for shipments			
1.13 Processing OK to Forward	per request	42,50 €	
1.14 Closing of NCTS(5)/T1 document	per document (max 10 lines)	50,00 €	
	per additional line (exceeding 10 lines)	5,00 €	
1.15 Other None Specified (Pre)-Check		as per paragraph 4.3	
1.16 PGTS entry	per document	32,00 €	

2. EXPORT CHARGES

	Unit	Unit Charge	Minimum Charge
2.1 Export Acceptation Check (EDC)	per AWB	14,00 €	
2.2 Not Ready For Carriage (NRFC) Shipments (As per ACN - Air Cargo Netherlands definitions) Cargo Not Ready for Carriage, (based on chargeable weight (CW)) (Reason C or D)			
Pre-announced	per kg	0,13 €	90,00 €
Max charge of 550,00 EUR per AWB or truck is applicable when pre-announcement is sent at least 4 hours before actual delivery to nrfc.ams@wfs.aero			
The use of external equipment will be charged in addition as per external company rate (plus 15 % administration charges).			
Without pre-announcement	per kg	0,13 €	90,00 €
Documentation not Ready for Carriage, per AWB (Reason A, B, E or F)	per kg	90,00 €	
Charges apply to all shipments where AMS is first point of acceptance (all shipments not arriving on Airline manifest). When issuing agent doesn't have an account with WFS Holland B.V., the service will be charged to the carrier.			
All BUP shipments will be accepted following an inspection. This inspection will include checks on netting, contour, and strapping. If any non-compliances are found that compromise safety or fail to meet airline standards, the shipment will be refused and reloaded back into the trailer. A fee of 75,00 EUR per BUP will be charged.			
2.3 Correction for delivery without or incomplete messages (same shall apply for checking the message content):			
FWB	per AWB	28,50 €	
FHL	per HAWB	28,50 €	
2.4 Reweigh and diming of Shipments (chargeable weight)	per kg and per AVB	0,11 €	22,50 €
WFS will always check the weight, above charges will be applied only when the weight difference exceeds 5% of AWB weight.			
2.5 Dangerous Goods Check, as required per commodity			
Check per document (1 UN entry) for shipments requiring a DGD			
Paper DGD		120,45 €	
e-DGD		100,38 €	
per additional UN entry on same AWB			
Paper DGD		12,01 €	
e-DGD		10,01 €	
Radioactive Check (RRY/RRW)			
Paper DGD		168,30 €	
e-DGD		140,25 €	
Per additional UN entry on same AWB (RRY/RRW)			
Paper DGD		16,83 €	
e-DGD		14,03 €	
Dangerous Goods shipments without statement		55,55 €	
Excepted Quantity Check		45,10 €	
Transit Dangerous Goods		41,42 €	
Stopped Dangerous Goods due to non-compliance per document		675,00 €	
Hidden / Undeclared Dangerous Goods Charge per document		1.000,00 €	
2.6 AVI Check	per AWB	88,25 €	
recheck charge		190,00 €	
2.7 Pharma check			
per AWB (one parcel included)		61,00 €	
Additional charge per parcel		3,50 €	
recheck charge (one parcel included)		150,00 €	
Additional charge per parcel		7,00 €	
<i>mandatory as per current IATA Perishable Cargo Regulations</i>			
Temperature Report, per reading		30,00 €	
2.8 Perishable Check, non-pharma	per AWB	41,00 €	
recheck charge		85,00 €	
2.9 Other None Specified (Pre-)Check		as per paragraph 4.3	
2.10 Refused Dangerous Goods Shipments stored in DG storage area, per 100 kg based on chargeable weight per calendar day		23,00 €	107,50 €

2. EXPORT CHARGES

		Unit	Unit Charge	Minimum Charge
2.11	ADR Documentation	per truck or flight number	106,00 €	
2.12	Goods Withdrawal Out of WFS Warehouse			
	Charges for shipments to be recollected (by Forwarder) after acceptance of freight (based on chargeable weight (CW))	per kg	0,13 €	115,00 €
2.13	Preparation of T-document, to airside approved receiver			
	NCTS excluding goods susceptible to fraud		126,25 €	
	Preparation of T-document, to other than airside approved receiver			
	NCTS excluding goods susceptible to fraud		156,75 €	
	Customs penalties will be charged to the customer at cost for each transit document that is not conform and for which the liability of WFS Holland is not involved. Please note that the FWB and/or FHL must comply with customs formalities. Any non-compliance will be charged in accordance with sections 2.2 and/ or 2.3 and/or 3 (no free storage applies).			
2.14	Preparation CMR document		50,00 €	
2.15	Human Remains surcharge	per shipment	235,00 €	
	Delivery can only take place max 5 hours before departure. If earlier storage charges will be applicable as per paragraph 3.3.			
2.16	Additional charge for late acceptance of goods, upon request (based on chargeable weight (CW)) (AWB)	per kg	0,12 €	165,00 €
	Upon request and when allowed by the carrier acceptance outside of set timings can be arranged. WFS reserves the right to refuse a request. Request must be done 5 hours before STD by email to: Export.FR8.AMS@wfs.aero and/or Export.FR9.AMS@wfs.aero			
2.17	Mail handling, excluding security screening	per kg	0,18 €	
	Processing Mail AWB	per AWB	25,00 €	
2.18	Mail scanning	per kg	0,15 €	18,50 €
		per ULD	12,50 €	18,50 €
		Upon request		
2.19	NOTOC Documentation per specified Document	per document	82,50 €	
2.20	ECS/AES Completion			
	For foreign issuing agents, will be charged to carrier.	per MRN	25,50 €	
	For local agents, will be charged to issuing agent. ☐	per MRN	42,50 €	
	For local shipments ECS entry in E-cargo receipt will be checked on acceptance. When data of a local shipment is missing, entry will be done by WFS and invoiced to issuing agent. All ECS completions must be requested by e-mailing Export.FR8.AMS@wfs.aero and/or Export.FR9.AMS@wfs.aero If ECS completion is not done due no request, charges from 5.1 Customs File Handling may apply.			
2.21	Labelling of shipments	per label	6,00 €	75,00 €

3 . STORAGE CHARGES

All storage will be calculated based on chargeable weight (CW), for part-shipments the standard way of splitting the Kgs by using the average weight per piece will be maintained.

For all import shipments, storage period will start after first NFD/NOA has been send, shipper/issuing agent will be responsible for mentioning correct consignee details on (e)AWB. Below Charges are also applicable during the period shipments are on hold by local authorities or other authorized parties

	Unit	Unit Charge	Minimum Charge
3.1 Import General Cargo, per 100 kg based on chargeable weight per calendar day Free storage first 16 hours, per shipment*	per 100 kg / day	15,00 €	75,00 €
3.2 Export/Transit General Cargo, per 100 kg based on chargeable weight per calendar day Free storage first 36 hours, per shipment*	per 100 kg / day	15,00 €	75,00 €
3.3 Cool Storage, per 100 kg based on chargeable weight per calendar day Import No free storage, export/transit first 16 hours free storage (export HUM first 5 hours free storage)* Perishables in refrigerator not subject to veterinary control Limited capacity, cool trucks can be arranged at cost price plus disbursement	per 100 kg / day	19,00 €	90,00 €
3.4 Dangerous Goods Storage, per 100 kg based on chargeable weight per calendar day Import No free storage, export/transit first 16 hours free storage*	per 100 kg / day	19,00 €	90,00 €
3.5 Radioactive storage, per 100 kg based on chargeable weight per calendar day Import no free storage, export/transit first 16 hours free storage**	per 100 kg / day	30,00 €	125,00 €

* After 72 hours, an additional 100% will be charged for all Import shipments. (Except radioactive shipments see below**)

** As per local regulations (ANVS) the storage of radioactive shipments is not allowed beyond 48 hours.

Therefore, Import agent that don't collect shipments within 48 hours will be :

- Charged an additional € 2.500,00 administration fee.
- Held liable for any fine, penalty or other charge resulting from shipments not being collected within 48 hours.
- Embargo's can be placed on specific import agents when repeated offences occur.

3.6 Pharma Storage, per 100 kg based on chargeable weight per calendar day No Free storage for import, export/transit first 16 hours free storage*	per 100 kg / day	19,00 €	90,00 €
- Max allowed storage period is 72 hours - Limited ULD storage possible - No Dangerous Goods allowed			

For capacity control, please send pre-alert 48 hours before arrival of shipment to pharma.ams@wfs.aero including the following details:

- AWB number
- Flight details
- Proposed delivery/pick-up time and date
- Number of pieces
- Weight and dimensions
- Temp range
- Dangerous goods Y/N

External storage solution available by third party provider (at cost plus disbursement) when required for extra capacity, storage longer than 72 hours and Pharma DG.
Rates and conditions upon request.

The contamination principle and outcome of the pharma check determine if pharma storage is needed.

The pharma check "is not limited to" the following items:

- Pharmaceuticals and single temp ranges is mentioned on the AWB
- Shipment is booked as Pharma with PIL SHC
- Correct TTSG label(s) on the package(s)

* After 72 hours, an additional 100% will be charged for all Import shipments.

4. OTHER FACILITIES

		Unit	Unit Charge	Minimum Charge
4.1	Truck loading / offloading (based on chargeable weight (CW))	per kg	0,25 €	65,00 €
4.2	Transport to / from Aircraft or Platform (maximum 5 dollies or 6 cargo carts)	per transfer	150,00 €	
4.3	Manpower including supervision and visitor escort On working days between 08h00 and 20h00 On Saturdays, Sundays, Public Holidays and between 20h00 and 08h00	per ½ hour/agent per ½ hour/agent	85,00 € 170,00 €	
4.4	Use of Equipment Hydraulic pump vehicle Forklift with driver < 3 tons Forklift with driver 3 - 8 tons (Import/Export) Forklift with driver 8 - 16 tons (Import/Export) Aircraft Engine Dolly per day (On request) External equipment	per ½ hour per ½ hour per ½ hour per ½ hour As per external company rates (plus 15 % administration charges)	32,50 € 225,00 € 275,00 € 350,00 € 950,00 €	675,00 €
4.5	(Re)Packing	As per external company rates (plus 15 % administration charges with a minimum of € 150,00)		
4.6	Transfer of Goods to BIP (based on chargeable weight (CW)) The following transfer times apply when arriving as: Dedicated ULD's within 2 Hours of ATA Mixed ULD's (breakdown needed) within 4 Hours of ATA Bulk within 2 Hours of ATA	per kg	0,075 €	172,50 €
4.7	Transfer of Human Remains to Mortuary (maximum 5 dollies or 6 cargo carts)	per transfer	150,00 €	
4.8	Transfer of Goods to Customs Scan (maximum 5 dollies or 6 cargo carts) Color code White; basic-rate Color code Orange; extra costs per ULD Color code Red; extra costs per ULD	per transfer	230,00 € 115,00 € 175,00 €	
4.9	Transfer of cargo, mail and supplies to another Airline or Handler If the waiting time exceeds 1 hour, WFS will charge manpower, as per paragraph 4.3. When shipment is refused customer will also be charged.	per kg	0,075 €	75,00 €
4.10	Security Screening by X-RAY/EDD calculated on chargeable weight (CW) During scheduled hours* Outside scheduled hours (on request)* Shipments of 10.000kg and above upon request *Scheduled hours can be found on our website https://www.wfs.aero/locations/amsterdam-netherlands/	per Kgs / AWB per Kgs / AWB	0,25 € 0,35 €	150,00 € 300,00 €
4.11	Security Infrastructure Fee, per kg (as per national security program)	flown kg trucked kg	0,0159 € 0,0099 €	
4.12	Supplies loose plastic (extra layer) for 10 ft ULD (extra layer) for 16 or 20 ft ULD Wooden board (0 – 3 cm, fumigated) Wooden beams (+ 5 cm, fumigated) Wooden pallets (fumigated) Dangerous Goods Tags	per meter per layer per layer per meter per meter per meter per piece	4,51 € 23,38 € 41,25 € 19,31 € 32,45 € 32,45 € 4,18 €	
4.13	Equipment Straps per piece Stud fitting for ULD, per piece Corner rope for cargo net, per m Pipe-covers per piece		40,70 € 14,03 € 5,06 € 310,20 €	
4.14	Pick-up / Disposal / Destruction of Refused Shipment per kg (based on chargeable weight (CW)) excluding external cost of destruction, customs fee, penalties, VAT and taxes.	per kg	0,25 €	290,00 €
4.15	Wrapping/strapping pallets	per ULD per skid	70,00 € 25,00 €	

4. OTHER FACILITIES

		Unit	Unit Charge	Minimum Charge
4.16	Protection covers / blankets on request			
	ISO-thermic covers	per m	36,03 €	
	Absorption Blankets	180cmx 250cm	33,83 €	
4.17	Valuable Transport by Ramp Escort	As per external company rates		
	36 Hour Pre-alert needed otherwise ADHOC rate will be charged	(plus 15 % administration charges)		
4.18	Stable Handling	per unit	190,00 €	
4.18	Stable Assembly	per unit	170,00 €	
4.19	Stable Cleaning	As per external company rates		
		(plus 15 % administration charges)		
4.20	Pick-Up and Destruction of Goods when refused by consignee	As per external company rates		
	Pick-up and Destruction of Goods Refused by Veterinary Inspection (NVWA)	(plus 15 % administration charges		
	Additional charges may apply	with a minimum of € 150,00)		
4.21	(Re)Charging electric powered unit, per container, per hour or part thereof	per container/ per hour	9,00 €	142,50 €
	Minimum charge includes first 3 hours			
4.22	ULD			
	Handling ULD stack / Empty container			
	Preparation empty pallet stack, per stack		137,23 €	
	(Un)loading empty pallet stack, per stack		82,50 €	
	(Un)loading empty ULD, per unit		18,98 €	
	Transfer of empty ULD to/from airside or another handler		145,75 €	
	Transport of empty equipment to/from ramp, per transport		145,75 €	
	Storage of empty container, per calendar day, per unit***		11,83 €	
	Storage of empty pallets, per calendar day, per 10 units or part of***		11,83 €	
	(Electric powered) ULD acceptance check		43,18 €	
	Additional Equipment / Stock / ULD Inventory - Per Inventory		78,10 €	
	Affixing / removing nets, per net		25,85 €	
	Preparing and loading of supplies/consumables		27,50 €	
	*** Storage of ULDs beyond airline allocation will be applicable and invoiced after 7 days (per unit)			
	The requirements of stacks being returned are as follows: No debris on the stacks (cardboard, plastic straps, wood etc.) Nets need to be inside of the stacks and not sticking out. A minimum of 1 x strap to be used over the long side. Wooden pallets are preferred instead of plastic pallets. ULD's need to be separated by airlines and types of ULD.			
	WFS reserves the right to refuse stacks not presented according to the above requirements, If ULD-control decides to unload a stack not prepared in accordance with these requirements, (Un)loading empty pallet stack, per stack fee plus a surcharge of 25% will be invoiced.			
4.23	Temperature controlled transport on airside, on request	per shipment	264,00 €	
	(maximum 2 m3 per shipment for heated transport)			
4.24	Fire blanket Cover* handling (applying/removing)	per unit	95,15 €	
	* Provided by the Airline			
4.25	Regulatory check/correction fee (EBR/ACAS/PLACI etc.)			
	Check fee	per AWB	4,40 €	
	Correction fee	per AWB	27,50 €	
4.26	Car check	per check	99,00 €	

5. OTHER SERVICES

	Unit	Unit Charge	Minimum Charge
5.1 Customs File Handling excluding penalties and taxes	per document	262,35 €	
5.2 Administration, requests, permits, Customs file handling for shipments destined for destruction excluding penalties, taxes and costs under chapter 3 and 4.14 or 4.18		280,50 €	
5.3 Correction of (electronic) paperwork after delivery of goods administration fee (Import/Export)	per e-doc	48,13 €	
5.4 Provide digital pictures upon request	per 5 pic & per AWB	43,45 €	
5.5 Copy of invoice and / or documentation dated not older than one year dated older than one year ☐	per page per page	4,95 € 0,79 €	41,25 €
5.6 Administration Fee for paper invoice (no E-invoice)		9,85 €	
5.7 Irregularity file handling		258,78 €	
5.8 Manual Input Missing FFM ex Outstation / per Flight		64,35 €	
5.9 Manual input of booking data for export flight in case of missing FBL FBL not received electronically in GHA system		71,23 €	
5.10 Manpower camera viewing (CCTV) whenever the camera images show that WFS can be held responsible for mishandling, the cost for viewing will not be charged to the customer.	per ½ hour on office days between 08h00 and 17h00	90,20 €	
5.11 POD request		46,75 €	
5.12 Converting electronic data into printed documents (Import/Export)	per page	6,33 €	
5.13 Admin fee for customized invoice system input upon consignees' request	per invoice /per overview	62,43 €	
5.14 Other, non-standard handling services (Import/Export) Handling services, which are not specifically mentioned on this list, are upon request.			

For that, please contact:

Mr. Stephane Scholving - Managing Director : sscholving@wfs.aero
 Ms. Daniëlle Kok - Commercial Manager : dkok@wfs.aero
 Mr. Norbert van der Laan - Accounting Manager : nvanderlaan@wfs.aero
 Mr. Emilio Varas Baez - Service Delivery Manager : evarasbaez@wfs.aero

LOCATIONS AT SCHIPHOL AMSTERDAM

TERMINAL V7 (Offline)	TERMINAL V8	TERMINAL V9
Freightstation 7 Valkweg 1 1118 EC Schiphol The Netherlands	Freightstation 8 Anchorageaan 50 1118 LE Schiphol The Netherlands	Freightstation 9 Anchorageaan 38 1118 LD Schiphol The Netherlands

WFS GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - PURPOSE AND SCOPE

The purpose of the present General Terms and Conditions (T&C) is to govern the contractual relations between a Client and the Handling company (WFS), with regards to any undertaking or transaction pertaining but not limited to ramp services, cargo and mail services, support services and any other logistic services provided by WFS. These T&C may be updated from time to time and may be found at <https://www.wfs.aero/>. These T&C prevail over any other general or special term and conditions issued by the Client, but if Special T&C are agreed with the Client to the extent that they are inconsistent with these T&C, they will have precedence over these General T&C.

Article 2 - PERFORMANCE OF THE SERVICES

The Client shall issue all necessary instructions to WFS for the performance of ramp services, cargo and mail services, support services, and any other logistic services. Unless otherwise agreed between the parties, WFS is not required to verify documents (commercial invoice, packing note, etc.) provided by the Client any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each service, and shall be expressly approved by WFS.

Article 3 - OBLIGATIONS OF THE CLIENT

Declaratory Obligations: The Client shall be solely liable for all the consequences resulting from any failure to provide the information and completed declaration required by custom's regulation regarding the specific nature and the specificity of the goods where the latter require specific provisions, including their value as well as their dangerousness or fragility. The Client shall be solely liable, with no right of redress against WFS, for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries. Customs formalities: The Client shall hold the WFS customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, freezing or seizure of the goods, and fines etc., to the relevant public authority. If the goods are customs cleared under a preferential status that was entered into or granted by the European Union or any other countries custom's authority, the Client guarantees that it has taken all the steps necessary pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled. WFS shall not be liable for the failure of any goods to comply with the quality or technical standardisation rules.

Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Client for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Client arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

The liability of WFS is limited to that incurred by the contracting parties in the framework of the operation entrusted to WFS.

Unless the Parties agree otherwise, where WFS's personal liability is incurred, for any reason and in any capacity, it shall be strictly limited to damages to goods attributable to losses and damages during the operation, thereof, up to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount exceeding €750 per disputed package or unit load with a maximum amount of €60,000 per event.

Should WFS's personal liability be incurred for any other damages, the compensation owed by WFS shall be strictly limited to the price of transportation goods (exclusive of duties, taxes and miscellaneous costs) or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses. Nothing in this T&C shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

WFS is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which WFS operates and is engaged.

Article 5 - PAYMENT TERMS

Services shall be payable by direct debit, bank transfer or credit card on receipt of the invoice, and in all instances, within 30 days from the date of the invoice. Any dispute relating to an invoice shall be raised, in total or in part, within 10 calendar days of its receipt. If only part of the invoice is disputed, the non-disputed part shall be paid as per the present terms herein. No discount shall be granted for any early payment issued before the due date appearing on the invoice. For any late payment, the defaulting party shall owe late payment fees at the legal interest rate defined by the European Central Bank plus 8 points of percentage, as well as a fixed recovery costs indemnity of 40 (forty) Euros, as defined by the Law of December 13th, 2012 amending Book 6 of the Civil Code, enacting the UE Directive 2011/7/EU of February 16th, 2011.

Both the late payment fees and indemnity are due as of right, without a notice being necessary, without prejudice to any possible remedy, for any other damages arising directly from such delay in payment, including WFS's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in WFS's possession, in order to guarantee any debt.

Article 6 ASSIGNMENT/NOVATION

6.1 Neither Party may assign, novate or transfer its rights, benefits and/or obligations under these T&C to any third party without the prior written consent of the other Party

6.2 Notwithstanding the foregoing, the Client agrees that the WFS may, without the need for further consent or action from the Client, as sign, novate or transfer all of its rights, benefits and/or obligations under these T&C to any SATS Affiliate.

6.3 Unless otherwise agreed by the Parties:

(a) In the case of an assignment, the relevant SATS Affiliate shall assume all the rights and benefits of the WFS under these T&C upon the effective date of such assignment; and

(b) In the case of a novation or transfer, the relevant SATS Affiliate shall assume all the rights, benefits and obligations of the WFS under these T&C as if it were the original party in place of the WFS upon the effective date of such novation or transfer

6.4 The WFS shall provide the Client with written notice of any such assignment, novation or transfer identifying the relevant SATS Affiliate and the effective date of such assignment, novation or transfer. Such notice shall be given no later than five (5) business days prior to the effective date of the assignment, novation or transfer. The Parties further agree to execute and deliver such documents and do all things as may be reasonably required to give effect to such assignment, novation or transfer.

6.5 For the purpose of this clause, "SATS Affiliate" means any entity directly or indirectly controlled by SATS Ltd., where "control" means the ownership (directly or indirectly) of more than 50% of the voting shares of that entity or the right to appoint a majority of the members of its board of directors or equivalent governing body

Article 7 - COMPLIANCE WITH LAWS AND DATA PROTECTION

In the course of performing its obligations hereunder, each party shall and shall ensure that its personnel, affiliated entities and third parties engaged by such party in respect of activities under this T&C ("Representatives"), comply with all national or international laws and regulations applicable to the provision of services hereunder ("Applicable Laws") including Applicable Laws regarding sanctions, export controls, anti-trust, fair competition, anti-money laundering, anti-bribery, and anti-corruption. The Client represents, warrants and undertakes, as follows: a) as at the date hereof, neither it nor any of its Representatives are or are acting on behalf of persons restricted under any trade law or regulation applicable to the provision of services under this T&C including, for the avoidance of doubt, UN Security Council Resolution, sanctions and export control laws embargoes or restrictive measures of the European Union, individual EU Member States, the United Kingdom, or Singapore, the US Export Administration Regulations, laws regarding sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control, and other applicable measures related to trade controls and sanctions administered by governmental authorities with jurisdiction over the activities hereunder (collectively "Trade Laws") ("Restricted Persons"); b) for the duration of this T&C neither it nor any of its Representatives will act on behalf of Restricted Persons; and, c) the Client shall not, and shall ensure its Representatives shall not, take any actions that shall result or are reasonably likely to result in a violation of Trade Laws by WFS including by using WFS's services, for the benefit of a country sanctioned under Trade Laws, a Restricted Person, an aircraft that (i) is restricted or designated under Trade Laws, or (ii) has been identified by the US Department of Commerce's Bureau of Industry and Security as subject to restrictions under the US Export Administration Regulations ("Restricted Aircraft"), or cargo that has been, or is to be, imported or exported in violation of Trade Laws. In the event that WFS forms a reasonable, good faith belief (i) that Client or one of its Representatives has engaged in conduct in violation of this T&C, Applicable Laws or Trade Laws in connection with any services or transactions hereunder, has become a Restricted Person or is acting on behalf of a Restricted Person or a country sanctioned under Trade Laws, or (ii) that the provision of services hereunder could be for the benefit of a Restricted Aircraft, or (iii) that the provision of services hereunder could put WFS in breach of Applicable Laws or its internal policies regarding compliance with Trade Laws, WFS reserves the right to suspend the services or terminate the contractual relationship between the parties. Upon doing so, no further compensation shall be owed by the WFS to the Client for or in connection with any past, pending or future transaction or for any other reason under this T&C.

To the extent any personal data is being processed by the parties, each party certifies and warrants that it complies with all obligations imposed on it by the applicable personal data protection laws including (a) European Union or Member State laws with respect to any personal data in respect of which it is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any personal data in respect of which it is subject to any other data protection laws. Each party certifies that it will be able to prove such compliance at the other party's request. Each party undertakes to: (i) strictly process personal data for the purposes necessary in the provisions of the services and, more generally, if it is acting as the data processor, to act only pursuant to the other party's written instructions; (ii) ensure the protection of the personal data and of the related processing in compliance with the applicable regulation; (iii) ensure an appropriate level of security considering the risks of the processing and the nature of the data concerned by implementing appropriate technical and organizational measures; (iv) cooperate in order to comply with a request for the exercise of the rights guaranteed by applicable data protection law; (v) report promptly and in written any incidents relating to the processing and security of personal data processed on behalf of the other party; (vi) provide all necessary cooperation in order to minimize the consequences of such incidents with regard to the persons concerned, and to allow the other party to fulfil all its legal obligations; (vii) allow the other party to carry out security audits when the latter considers it necessary, (viii) must not appoint a sub-processor without the prior written consent of the other party (ix) not transfer the personal data processed outside of the European Union without the implementation of an alternative mechanism of personal data protection, (x) promptly delete or return the personal data upon request of the other party or at the end of the retention period, in accordance with the applicable regulation.

Article 8 - JURISDICTION AND GOVERNING LAW

Any dispute or claim that may arise between the Parties will be exclusively governed by the laws of the country where WFS's services are provided. In the event of any dispute or claim that cannot be resolved amicably between the Parties, the Courts of the country where WFS provides the services and is registered, have jurisdiction, even in the event of multiple defendants or third-party defendants.