

同意書（様式1）航空運送事業者向け

## Consent Agreement on Removal of Disabled Aircraft

This Consent Agreement (“Agreement”) sets forth the terms and conditions agreed upon by the undersigned operator or owner of an aircraft (“Operator”) with respect to the removal of a disabled aircraft at Fukuoka Airport.

### 1. Responsibility for Removal

As a general rule, the removal or relocation of a disabled aircraft (“Removal”) shall be performed by and at the sole responsibility of the Operator. Such Removal shall be carried out without delay, taking into account the impact on airport operations.

### 2. Removal Plan

The Removal shall be executed in accordance with the “Operator’s Removal Work Plan” previously submitted and coordinated with Fukuoka International Airport Co., Ltd. (“FIAC”). If any modification to the plan becomes necessary, the Operator shall promptly coordinate and consult with FIAC and submit a revised plan.

### 3. Notification

The Operator shall promptly notify FIAC and other relevant airport authorities (including the Osaka Civil Aviation Bureau Fukuoka Airport Office and other parties reasonably deemed necessary) of information relating to the expected progress of the Removal.

### 4. Compliance with FIAC Coordinator

The Operator shall comply with all instructions issued by the removal work coordinator designated by FIAC concerning matters necessary for the Removal.

### 5. Costs and Damages

The Operator shall bear all costs, expenses, losses, or damages incurred by FIAC in connection with the Removal, including but not limited to usage fees for land or facilities used to store the aircraft, and expenses for restoring airport functionality. Such amounts shall be paid in the manner and by the deadline designated by FIAC.

### 6. Removal by FIAC upon Request

The Operator may request FIAC to perform all or part of the Removal. In such case, the Operator agrees as follows:

- (1) FIAC may engage third parties to provide services, equipment, and personnel.

- (2) The Operator shall bear all costs arising from the Removal performed by FIAC, including equipment rental, depreciation, service charges, and transportation costs, and shall pay such amounts as directed by FIAC. FIAC shall not ordinarily make advance payments on behalf of the Operator.
- (3) The Operator shall not assert any claims against FIAC for damages arising from Removal performed by FIAC, except in cases of FIAC's willful misconduct or gross negligence.
- (4) In the event of injury arising from Removal performed by FIAC, the Operator shall indemnify FIAC and/or the injured party, except where such damages are not attributable to the Operator.
- (5) The Operator shall provide full cooperation even when FIAC is requested to perform Removal.

#### **7. Emergency Removal by FIAC**

If FIAC determines that airport operations would be seriously affected due to delays in the Operator's ability to establish a Removal outlook, taking into account stranded passengers, weather conditions, and other relevant factors, FIAC may, after notifying the Operator, proceed with Removal regardless of whether a request has been made. In such case, the Operator's cost obligations shall be governed by Article 6 above.

#### **8. Insurance**

The Operator shall make appropriate arrangements with its insurers, including maintaining insurance coverage, to ensure fulfillment of the above obligations. Upon request by FIAC, the Operator shall promptly provide relevant documentation, including but not limited to copies of insurance policies.

#### **9. Suspension of Airport Use**

If FIAC determines that the Operator may not properly perform its obligations under this Agreement, FIAC may suspend the Operator's use of the airport or take such other measures as deemed necessary.

#### **10. Governing Provisions and Interpretation**

Any matters not provided for in this Agreement, or any doubts concerning its interpretation, shall be resolved through consultation in good faith as a matter of effort. However, where FIAC determines that urgency is required, this provision shall not apply.