

## MERCHANT ENROLLMENT FORM

To ensure the quickest set up please make sure all fields marked with an \*\* are filled in as they are required for completion. IF these are left blank the merchant sign up materials will be returned to you with the request that they be filled in. Merchant enrollment into the AIR Card® program will not progress until all required data has been provided.

### Merchant Information

** Company Name:
** Doing Business As (if applicable):
** Supplier (who supplies your product):

### Financial Office/Remittance Address

** Finance Manager:		
** Address:		
** City/State	** Postal Code:	** Country:
** Email:		
** Phone:	Fax:	

### Physical Address

** Operations Manager:		
** Address:		
** City/State	** Postal Code:	** Country:
** Email:		
** Phone:	Fax:	

### Parent Company (\*\* if applicable)

** Company Name:		
** Address:		
** City/State	** Postal Code:	** Country:
** Email:		
** Phone:	Fax:	

### Notification Contacts

Communication	** Email	** Phone
Fuel and or Handling Requests		

### Tax Information

In accordance with the laws of the United States Internal Revenue Service, KHI is required to obtain a completed W-9 from all merchants based within the United States. For companies outside of the United States, a W-8 form or the enclosed W-8 Substitution form is required. Your merchant account will **NOT** be completed without one of the below forms. Please select which form is to be submitted.

W-9     W-8     W-8 Substitution

## KHI AIR Card® MERCHANT LOCATION FORM

### Location Details

(Please provide a list of all locations and services or products offered at those locations. Attach additional forms if necessary.)

ICAO/IATA: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### Invoice submission method:

Paper (fax, email, courier) \_\_\_\_\_

Electronic (KHI certified and approved) \_\_\_\_\_

Other (explain) \_\_\_\_\_

### Fuel and Ground Services Available or applicable Taxes/Fees (Please check all that apply)

Fuel/Fuel Related Taxes/Fees		Products and Ground Services	
Jet A		ABO Aviator Breathing Oxygen	Ice
Jet A with Additive		Air Start	Ladder
Jet A1		Aircraft Cleaning	Landing Fee
Jet A1 with Additive		Aircraft Emissions	Lavatory Services
Jet B		Aircraft Towing	Lighting
Jet B with Additive		Airport Fee	Maintenance
Jet Fuel Russian Commercial		APU	Marshaling
JP-8		Baggage Fee	Nitrogen
AvGas		Cargo Loading/Unloading	Noise Tax
Corrosion Inhibitor		Catering	Oil
FSII		Chocks	Overtime
Prist		Communications	Parking Fee
SDA		CAWI- Continuous alcohol water injection	Passenger Fee
Anti-Ice		Crane Truck	Passenger Handling
Canadian Excise Tax		Crew Transportation	Pilot Supplies
Canadian Tax - QST		Customs	Potable Water
Compulsory Storage Fee		De-Fuel	Preheat
Customs Duty Tax		De-icing	Push Back
Excise Duty Tax		Dispatch	Ramp Fee
Federal Excise Tax		Disposal Fee	Re-service
Federal Oil Spill Tax		Dolly	Sampling Charge
Flowage Fee		Facility Fee	Security Communications
Government Thru-Put Fee		Fire Truck	Security Force Vehicle
GST		Flight Cancellation	Security Services
Harmonized Sales Tax		Flight Planning/Weather	Slot Time & Fees
Hookup Fee		Follow Me	Take Off
Hydrant Fee		Fork Lift	Terminal Operations
Mineral Oil Tax		Fumigation	Tie Down
Provincial Fuel Tax		Hangar Rental	Touch and Go
SAGESS Tax		High Loader	Trash Removal
Sales Tax		Hydraulic Fluid	Vendor Admin Fee
State Tax			
Turnover Tax			
Value Added Tax (VAT)			



## MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (AGREEMENT) by and between, \_\_\_\_\_ (MERCHANT) located in \_\_\_\_\_ and Kropp Holdings, Inc., a Maryland corporation with an office at 8650 College Boulevard, Overland Park, Kansas 66210 (PROCESSOR).

### A. MERCHANT AGREES:

- To honor each valid AIR Card® when presented by a holder thereof for the purchase of aviation related products and services (Merchandise).
- To follow all procedures and purchase policies applicable to the purchase of Merchandise using an AIR Card®, including but not limited to those relating to invoicing and transaction authorization.
- To send PROCESSOR, at least weekly, the MERCHANT’s Invoices representing all purchases made with the AIR Card®.
- To pay PROCESSOR the Service Fee in accordance with the Payment Option as selected in writing by MERCHANT. MERCHANT authorizes PROCESSOR to deduct and retain for its own account from each payment due to MERCHANT under the acceptable Payment Option the Service Fee arrived at by multiplying the percentage amounts corresponding to the Payment Option selected by MERCHANT times the total amount of each Invoice included in the PROCESSOR payment to MERCHANT.
- If MERCHANT fails to properly authorize any AIR Card® transaction, and such transaction is not an authorized transaction, MERCHANT shall not be entitled to payment for and PROCESSOR shall not be required to pay MERCHANT for such transaction.
- Amounts representing Merchandise purchases not made in accordance with the AIR Card® Operating Procedures will be rejected by PROCESSOR. If a transaction is paid and billed to DLA Customer, who subsequently rejects the transaction, this amount will be deducted from the next regular payment due to the MERCHANT.
- PROCESSOR PAYMENT OPTION. MERCHANT hereby elects the Payment Option and corresponding PROCESSOR Service Fee percentage as follows:  
(Please circle preferred Payment Option)

Payment Option	PROCESSOR will electronically send payment based on the schedule below equal to the net invoice amount for all invoices	Service Fee Percentage
A	Four Week Pay – Payment will be sent approximately 20 - 21 business days after KHI invoice Processing Date	2.500% **
B	Two Week Pay – Payment will be sent approximately 10 - 11 business days after KHI invoice Processing Date	3.000% **
C	One Week Pay – Payment will be sent approximately 5 - 6 business days after KHI invoice Processing Date	3.500% **
D	Three Day Pay – Payment will be sent approximately 3 - 4 business days after KHI invoice Processing Date	3.965% **

PROCESSOR offers various Electronic invoice submission options at NO ADDITIONAL Fee to the MERCHANT. Benefits include secure, Level III authorization along with a reduction in processing errors and faster MERCHANT payments. Options include: Web-based and Mobile-based POS (Point of Sale) applications. \*\* Note: an additional fee of \$40 (per invoice) will be assessed to MERCHANT for any invoice submitted via Manual methods, which include the following: 1) Mail 2) Courier 3) Fax or 4) Email. In order to allow MERCHANT a reasonable time to adopt electronic invoice submission methods, PROCESSOR will not apply the manual invoice fee until six months after the date MERCHANT executes this Merchant Agreement.

The above selected Payment Option and corresponding Service Fee Percentages shall remain in effect until the date that PROCESSOR receives and accepts the MERCHANTS’s signed written instrument selecting a new Payment Option and corresponding Service Fee percentages being effective for all PROCESSOR payments made to the MERCHANT on and after such date of receipt and acceptance.

### B. PROCESSOR AGREES TO:

- Make payments to the MERCHANT in accordance with Payment Option selected by MERCHANT less the amounts due PROCESSOR per Payment Option.
- Provide MERCHANT operating guidance, which outlines procedures and purchase policies, authorized products/services, invoice and payment information and any other written materials which PROCESSOR determines that the MERCHANT will require to fulfill MERCHANTS obligations under this agreement. The AIR Card® Acceptance & Operating Procedures shall be provided to MERCHANT by PROCESSOR.
- Keep confidential all proprietary or confidential information or data of MERCHANT received from MERCHANT or otherwise obtained by PROCESSOR in the course of performing this Agreement. Such information or data shall be used by PROECESSOR solely for the purpose of performing its obligations under this Agreement or in the course of fulfilling its obligations as PROCESSOR for of the AIR Card®. PROCESSOR shall not disclose such information to any third party, including but not limited to affiliates of PROCESSOR. Notwithstanding the foregoing, PROCESSOR shall be permitted to make disclosures to the U.S. Government required in the course of fulfilling its obligations as PROCESSOR of the AIR Card® and disclosures required by law, regulation or any court of competent jurisdiction.

This agreement: (i) is strictly between the PROCESSOR and MERCHANT for non-contract fuel and/or ground services and has no impact on any current into-plane contract the MERCHANT may have with the US Government; (ii) may be terminated at any time by either PROECESSOR or MERCHANT upon written notice to the other party; (iii) shall be automatically terminated upon change in control, ownership or management of MERCHANT; (iv) may not be assigned by MERCHANT without the written consent of PROECESSOR, and (v) shall be governed and construed in accordance with the laws of the State of Kansas and subject to the jurisdiction of the courts of the State of Kansas situated in Johnson County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_ (MERCHANT)  
 \_\_\_\_\_ (PRINTED NAME)  
 \_\_\_\_\_ (SIGNATURE)  
 \_\_\_\_\_ (TITLE)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Kropp Holdings Inc. \_\_\_\_\_ (PROCESSOR)  
 \_\_\_\_\_ (PRINTED NAME)  
 \_\_\_\_\_ (SIGNATURE)  
 \_\_\_\_\_ (TITLE)



## PAYMENT SELECTION AND BANKING INFORMATION

This document authorizes Kropp Holdings, Inc. (KHI) or its affiliate to:

- Deposit funds into the undersigned's bank account by means of Electronic Funds Transfer for payment of goods and services processed by the KHI AIR Card® Processing Center.
- Withhold processing fees as selected below from the reimbursement of invoice payments.
- Initiate funds withdrawal for adjustments or offsets in the event of billing errors or chargebacks. Disputes regarding deposits should be made within fifteen days of issuance of the account statement. Disputes regarding charges should be made within forty-five after the account was charged.

This authorization will remain in effect until notification in writing of cancellation.

Below is the Processing Fee Schedule outlined in the KHI Merchant Agreement and Operating Procedures. The selected fee option will be withheld from all payments made directly from KHI. Please select one.

- Option A: Four Week Pay at 2.500%** - Payment will be sent approximately 20-21 business days after the KHI processing date.
- Option B: Two Week Pay at 3.000%** - Payment will be sent approximately 10-11 business days after the KHI processing date.
- Option C: One Week Pay at 3.500%** - Payment will be sent approximately 5-6 business days after the KHI processing date.
- Option D: Three Day Pay at 3.965%** - Payment will be sent approximately 3-4 business days after the KHI processing date.

\*An additional fee of \$40 (per invoice) will be assessed for any invoice submitted via manual methods, which includes mail, courier fax or email. First time payments may incur an addition 2 business day lag due to interbank verification.

### Bank Details for Payment:

Bank Name:		
City:	Postal Code:	Country:
IBAN:		Preferred Currency:
ABA/SWIFT:	Acct Number:	

### Authorized by:

Name:		
Company:		
Address:		
City:	Postal Code:	Country:
Email:		
Phone:	Fax:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PLEASE SEND A COPY OF A VOIDED CHECK WHEN RETURNING THIS FORM.

## AIR Card® Acceptance Operating Procedures

### Important Contact Information

Voice Authorization: +1.855.319.0570 US and Canada  
+1.913.217.9374 outside US and Canada  
Support Phone: +1.866.308.3811 US and Canada  
+1.913.217.9303 outside US and Canada  
Support E-Mail: merchant-support@aircardsys.com  
Support Fax: +1.913.217.9358



### Submit your manual invoices to:

By e-mail: invoices@aircardsys.com  
By fax: +1.913.217.9308  
By mail: AIR Card® Operations, 8650 College Blvd., Overland Park, KS 66210 USA

### Acceptance Policies – Revised – April - 2016

#### AGREEMENT

As an authorized Merchant for Kropp Holdings Inc. (“KHI”) you agree to sell merchandise, products or services to authorized holders of the U.S. Government AIR Card®. All AIR Card® sales must be serviced, processed, and handled by KHI or its subcontractor, Multi Service Technology Services, and by no other party. The Merchant agrees that they will not enter into or attempt to enter into any agreement with any other party to allow such other party to service, process, or handle transactions generated by use of KHI cards. If KHI, in its sole discretion, makes an exception to a requirement of processing a transaction, it does not negate any clause in these Operating Procedures for any other transactions.

#### SUBMISSION OF INVOICE OR ACCEPTANCE OF AN U.S. GOVERNMENT AIR CARD® FOR PAYMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE KHI MERCHANT AGREEMENT.

KHI processes and reimburses the Merchant for the transaction in accordance with the terms and conditions in these Operating Procedures and established Merchant Agreement. In both types of transactions, all Rules, Regulations, Terms and Conditions in these Operating Procedures must be followed in order to obtain reimbursement. Merchants are not authorized to charge any fee to the cardholder except as outlined in Appendix A of these operating procedures.

**\*\*\*\* DLA ENERGY ONLY ALLOWS CERTAIN PRODUCTS TO BE CHARGED ON THE U.S. GOVERNMENT AIR CARD®. ONLY THOSE PRODUCTS LISTED ON APPENDIX A OF THESE OPERATING PROCEDURES ARE ALLOWED. WORDING ON THE INVOICE MUST MATCH THE DLA APPROVED PRODUCT CODE LIST OR THE TRANSACTION WILL BE REJECTED AND NOT PAID. IT IS THE MERCHANTS RESPONSIBILITY FOR HAVING THE MOST CURRENT LIST OF APPROVED PRODUCTS WHICH CAN BE DOWNLOADED FROM [www.khinc.com/air-card](http://www.khinc.com/air-card) \*\*\*\***

#### PAYMENT SCHEDULES

KHI will reimburse Merchant in accordance with the terms and conditions as agreed upon in the Merchant Agreement. KHI will have the right to offset outstanding amounts owed by Merchant on the Merchant’s account against any sums payable to the Merchant by KHI, or its affiliates, under any contract, agreement, or arrangement. For payment inquiries, please contact Support at the numbers listed above.

## TAIL NUMBER (AIRCRAFT REGISTRATION) VERIFICATION

If a tail number is embossed on the U.S. Government AIR Card®, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact Support before any further action is taken. The tail number associated with the purchase must be included with all transactions submitted for processing.

## ANY AIRCRAFT CARDS

KHI does issue cards embossed with “ANY ACFT” upon request. If “ANY ACFT” appears on the U.S. Government AIR Card®, positively identify the cardholder as being an employee of the respective government or company. Please record the aircraft tail number/side number or Navy Identification Code (US Navy Only)/Serial number (no greater than 10 characters) on the invoice or input it into the electronic point of sale processing system.

## RULES AND REGULATIONS

1. **VALID CARD AND AUTHORIZAION:** The Merchant will accept all valid U.S. Government AIR Cards® when properly presented as payment from cardholders for authorized purchases. All U.S. Government AIR Card® purchases must be authorized prior to invoice submission. Authorization must be obtained by utilizing one of the authorization methods provided by KHI or by calling the number listed on the first page.

2. **SUBMISSION OF INVOICE:** Merchants may submit invoices for U.S. Government AIR Cards® via various methods:

- A. Electronic (certified and approved by KHI) — Point of Sale (POS) device, FBO Software or via electronic file settlement.
- B. Manual — Mail or courier, fax, or email.

Refer to the information at the top of this document for manual submission. All invoices must be submitted within 30 (thirty) days after the Date of Delivery, KHI reserves the right to deny processing for any transactions received after this time.

Merchants may also submit invoices or batches of deliveries for U.S. Government AIR Card® transactions via electronic file settlement through the KHI secure gateway. Many companies utilize accounting software that allows transaction data to be exported into a prescribed file format. The KHI settlement and transaction processing system supports several of these file formats—IATA and XML for example. Electronic file submission allows for faster, more accurate processing, resulting in quicker payment to the merchant. For further information regarding electronic file submission, please contact our customer service team 7x24.

3. **COMPLETION OF INVOICE:** The Merchant must complete every invoice in full. Non-fuel items may be entered on the same transaction with fuel. The cardholder’s copy of each invoice or signed fuel delivery ticket must be delivered to the cardholder after the invoice or delivery ticket is completed. Applicable taxes must be separately stated (example - FET, State Tax, VAT, GST, Sales Tax must each be reported on a separate line) as they are applied to individual product items. No more than one fuel product may be on a single invoice.

a. For manual Merchants, imprint the U.S. Government AIR Card® onto the invoice or delivery ticket, or enter the full card number and tail number onto the invoice or the delivery ticket. U.S. Government AIR Cards® begin with 789682. When an authorization code is required (see instructions above) be sure to enter the authorization code on each invoice. Submit invoice copies to KHI within 30 (thirty) days of purchase (as evidenced by the postmark date, faxed receipt date or e-mail receipt date) or KHI cannot guarantee payment to you or your credit card service provider.

The minimum information required for transactions to be considered complete:

1. Merchant number or merchant identifying information
2. ICAO
3. Card number
4. Tail number/side number or Navy unit identification code (US Navy Only)/serial number
5. Date and time of delivery
6. Invoice date
7. Product or detailed description of purchases (Listed as separate line items)
8. Fuel: net quantity of fuel in US gallons or liters with unit of measure clearly identified
9. Price charged per unit
10. Cost per unit for ground services and handling
11. Pilot’s signature and printed name
12. Signature of fueling operator
13. Cardholder name (e.g. unit or squadron name)
14. Authorization code (see authorization code section)

15. Invoice number and/or delivery ticket number
16. Card expiration date
17. Unit (price multiplied by quantity) must equal total per line item
18. All units of measure and currency must be properly displayed
19. Invoices must be submitted in the currency in which the Merchant agreed to be paid
20. Taxes applicable to each product or service purchased

b. For electronic U.S. Government AIR Card® Merchants, the card must be swiped through an electronic magnetic card reader or entered manually on the electronic processing system provided by KHI or your fuel supplier for acceptance of the U.S. Government AIR Card®. Electronic Merchants should settle transactions to your processing center by 11:59 p.m. U.S. Central Standard Time on the day the transaction took place.

c. While the U.S. Government AIR Card® may be used for both fuel and ground services, only specific aviation related ground services and products may be charged to the U.S. Government AIR Card®. A complete list of authorized ground services and products is located in Appendix A of these Operating Procedures and the most current version can always be downloaded at [www.khinc.com/air-card](http://www.khinc.com/air-card). It is the merchant's responsibility to always be using the most current version. Invoices received with charges other than these authorized charges will be returned to the Merchant for correction and resubmission. Additionally, the bundling or packaging of ground services is not permitted and invoices reflecting packages will be returned to the Merchant for correction and resubmission.

4. **THIRD PARTY MANAGEMENT AND RESPONSIBILITY:** In the event that Merchant utilizes the services of a third party subcontractor, the Merchant will accept full responsibility in managing the subcontractor. The Merchant will ensure that said subcontractor adheres to the guidelines set forth in this document and provides the services represented by the Merchant. It is the Merchant's responsibility to manage their subcontractor to obtain invoicing information and to then render an invoice to KHI for DLA approved services rendered. Should a dispute arise, KHI will work to resolve the situation with the Merchant directly and will not attempt to remediate with a subcontractor.

5. **CHARGEBACKS AND REJECTED TRANSACTIONS:** Merchants will not receive payment from KHI or may be subject to chargebacks or rejections for any invoices that do not comply with these Operating Procedures. KHI will chargeback, or reject, any U.S. Government AIR Card® transaction to a Merchant where the Merchant had previously billed the same transaction to the cardholder, or the Merchant fails to provide requested back-up information within three (3) United States business days. International merchants have up to fourteen (14) calendar days to submit requested back-up information. In the event that KHI receives an invoice that does not comply with these Operating Procedures, KHI may elect to bill the invoice and attempt to collect from the cardholder. If KHI, in its sole discretion, makes an exception to a requirement for particular transaction(s), it does not negate any clause in these Operating Procedures for all other transactions. KHI will not refund the Service Fee on any chargeback transaction. If such transaction is re-submitted, an additional Service Fee may apply.

6. **CASH PAYMENTS:** No Merchant will accept cash payments from cardholders with respect to charges made on U.S. Government AIR Cards®, and no cash advance will be paid by the Merchant to the cardholder for any U.S. Government AIR Card® transaction.

7. **REVISIONS:** KHI may revise these Operating Procedures at its option at any time, and any revisions will become effective seven (7) days after notice of such revisions to the Merchant. The Merchant will be deemed to have agreed to this and any future revisions by continued participation in the U.S. Government AIR Card® program after the effective date of the revisions.

8. **AUDIT AND REVIEW OF PERFORMANCE:** DLA-Energy and KHI have the right at all reasonable times and on reasonable notice in writing of at least fourteen (14) days to audit and inspect your systems, procedures, supporting documentation, financial and other books and records to the extent that they relate to your obligations under the related Merchant Agreement and Operating Procedures. Merchants are also required to respond to DLA-Energy or KHI surveys should the need arise.

9. **GOVERNING LAW, JURISDICTION AND FORUM:** These AIR Card® Operating Procedures will be governed under the laws of the State of Kansas. Each of the parties agrees to the exclusive jurisdiction and forum of the federal court sitting in Johnson County, Kansas, without regard to Kansas' conflict or choice of law principles, in any action or proceeding arising out of or relating to this Agreement; provided, however, for any matter or controversy not qualifying for federal subject matter jurisdiction, the exclusive jurisdiction and forum will be in the District Court of Johnson County, Kansas and each of the parties agrees that all claims in respect of the action or proceeding may be heard and determined in any such court and the parties hereto agree to such jurisdiction and forum. In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from KHI, Merchant irrevocably assigns to KHI all rights acquired by Merchant, including lien rights, resulting from transactions for fuel and services for which Merchant has received payment or reimbursement, to allow KHI to pursue payment from the account holder.

10. **LIABILITY:** The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time does title or risk of loss for any product or service supplied pass to KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the account holder purchasing the product or service. Neither party will be liable to the other party under the KHI Merchant Agreement and Operating Procedures and all related documents for any indirect or consequential loss or damage (including loss of profits, business, contracts, anticipated savings, revenue or goodwill) suffered by the other party whether such loss is caused by that party's breach of its contractual obligations or by any tortious act or omission (including negligence) or in any other way.

11. INDEMNIFICATION: Except for Kropp Holdings Inc.'s willful misconduct, gross negligence or negligence, Merchant agrees to indemnify and hold harmless KHI, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) Merchant's or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents; (ii) the failure by Merchant or its employees or agents to properly comply with the terms of the Merchant Agreement or Operating Procedures or related documents; (iii) Merchant or its employees' or agents' errors or omissions regarding the subject matter hereof; or (iv) the sale of products or services to AIR Card® holders.

Except for Merchant's willful misconduct, gross negligence or negligence, KHI agrees to indemnify and hold harmless Merchant, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) KHI or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or these Operating Procedures or related documents; (ii) the failure by KHI or its employees or agents to properly comply with the terms of the Merchant Agreement or these Operating Procedures or related documents; or (iii) KHI or its employees' or agents' errors or omissions regarding the subject matter hereof.

12. FORCE MAJEURE: Neither party will be liable to the other for failure to perform under the KHI Merchant Agreement or these Operations Procedures or related documents where such failure to perform is due to any natural disaster, fire, flood, storm, strike, labor unrest, acts of God, equipment or power interruptions (when not due to the negligence of the nonperforming party, its employees and contractors), interruptions in the telephone systems, failures in third-party computer software or hardware, or any cause beyond the non-performing party's reasonable control provided that written notice of such force majeure event is provided to the other party within ten (10) days of such event. However, in the event that any party declares force majeure and will be unable to recommence performance within sixty (60) days of the date of the onset of force majeure, the parties agree that they will meet and negotiate in good faith concerning acceptable solutions to the situation.

13. TAX EXEMPTION: The U.S. Government expects tax exempt status for Merchant transactions as a Merchant requirement for participation in the program. KHI will work with global merchants to obtain tax exemptions on behalf of the US Government. KHI will also work with the US Government to resolve such issues if they should arise.

14. DATA MAINTENANCE: The merchant is responsible and expected to maintain current price and contact data within the system via EAS or by contacting KHI's 7x24x365 Customer Service Team.

**KHI DOES NOT GUARANTEE PAYMENT FOR INVOICES THAT FAIL TO MEET ANY OF THESE REQUIREMENT(S) SET FORTH**





# DEFENSE LOGISTICS AGENCY

## U.S. Government AIR Card® Authorized Fuel and Fuel Additive Products

The following authorized aviation fuel and additive products are permissible charges to the U.S. Government AIR Card®. The commercial receipt and invoice provided to the Ordering Official (pilot or aircrew) for signature shall contain, at a minimum, the requested authorized product, quantity and price. The merchant or Ordering Official are financially responsible when **UNAUTHORIZED** products are rendered or requested.

### Fuel Products

1. Jet A
2. Jet A with Additive
3. Jet A1
4. Jet A1 with Additive
5. Jet B
6. Jet B with Additive
7. Jet Fuel Russian Commercial
8. JP-8
9. AVGAS

### Fuel Additives

1. Corrosion Inhibitor
2. FSII
3. Prist
4. SDA
5. Anti-Ice

\*Merchant may deliver fuel products to customer's aircraft, vehicle(s) or bladder(s).

**Department of Defense and National Guard aircraft are exempt from Federal Excise Tax. Consult the Foreign Clearance Guide, Service Tax Attorneys or Contracting Officer for exemptions or applicable taxes at international locations.**



# DEFENSE LOGISTICS AGENCY

## U.S. Government AIR Card® Authorized Ancillary Services

The following authorized aviation ancillary services listed are permissible charges to the U.S. Government AIR Card®. The commercial receipt and invoice provided to the Ordering Official (pilot or aircrew) for signature shall contain, at a minimum, each requested authorized service, quantity and price. The Merchant and/or Ordering Official are financially responsible when **UNAUTHORIZED** services are invoiced.

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
ABO Aviator Breathing Oxygen	Liquid Oxygen, LOX, O2, Aviator Breathing Oxygen	O2 for pressurized aircraft
Air Start	External engine start, ASU	External engine start
Aircraft Cleaning	Aircraft fleet service, Cabin cleaning	Clean the interior or exterior of the aircraft
Aircraft Emissions		Charged per landing according to the amount of nitrogen oxide emitted.
Aircraft Towing	Tow bar	
Airport Fee		
APU	Auxiliary power unit, ground power unit (GPU), generator, power cart, Alternate power unit	Aircraft requires power
Baggage Fee	Baggage service, luggage	
Cargo Loading/Unloading	Porter, conveyor belt, loader, loading equipment, MDL (main deck loader), tractor, air bridge	Services charged to load or unload aircraft cargo
Catering		<b>ONLY AUTHORIZED</b> for passenger flights for non-per diem passengers (food and non-alcoholic beverages)
Chocks		Used to keep aircraft from moving on the ramp
Communications	Phone, fax, internet	Cell phones <b>MAY NOT</b> be purchased using the AIR Card
CAWI – Continuous Alcohol Water Injection	CAWI, Continuous alcohol water injection	
Crane Truck		
Crew Transportation	Ramp transport	Fee to transport aircrew to airport terminal. Transportation services such as taxi, car rental, bus, van, outside of the airport is <b>NOT</b> a valid AIR Card® charge.
Customs	Immigration, VISA, Port health	Airport customs occurring at OConus commercial airports. Military may be exempt, check with your Service or State Department.
De-fuel	Defuel, Defueling, De fuel	Ordering Official requests, fuel removed from the aircraft. Generally, the charge is \$0.33 per gallon. The ordering official may request a payment for the fuel offloaded.
De-icing	Deice, Deicing, De-ice	Glycol used to de-ice an aircraft.
Dispatch		Communication between airport ground crew and pilot
Disposal Fee	Disposal charge	Fee to dispose of spilled fuel. Fee applies to non-contract fuel and is a ground charge.
Dolly	Baggage cart	Used to move cargo.
Facility Fee		
Fire Truck	Fire car, fire brigade	
Flight Cancellation		A pre-arranged flight cancellation charge when the merchant already obtained fuel and/or services in support of pre-arrangement.



# DEFENSE LOGISTICS AGENCY

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
Flight Planning/Weather	Flight tracking, Meteo	
Follow Me	Nose car, leading, aircraft guidance	Cart that directs the aircraft to the ramp, taxiway or back to runway.
Fork Lift		Handling aircraft cargo
Fumigation	Disinsection	Fumigate the aircraft
Hangar Rental		Charges not to exceed 5 days. If an extended arrangement is required, setup a contract with the merchant or use an alternate payment mechanism.
High Loader	Loader	Handling aircraft cargo
Hydraulic Fluid		
Ice		
Ladder	Stairs, Steps	
Landing Fee	Weight	Charge to an aircraft to land at an airport.
Lavatory Services	Latrine, toilet, toilet cart, water service	
Lighting		
Maintenance	Aircraft maintenance, labor	
Marshaling	Marshalling	Service crew directs the aircraft to a designated location on the airport.
Nitrogen		Used in aircraft tires
Noise Tax		Charged by the airport authority for aircraft noise or noise pollution
Oil		
Overtime	Call out, holiday, weekend	Fee charged when airport personnel support is required after normal business hours.
Parking Fee	Reposition, RON, overnight, mooring, stay over, ramp parking	Fee charged to park aircraft at airport, typically for several hours or overnight.
Passenger Fee	PAX	Typically, OConus airports charge a small fee based on the number of passengers onboard the aircraft.
Passenger Handling	PAX handling, PRM – passenger of reduced mobility	Fee charged to handle boarding document, check in. Should be a nominal fee.
Pilot Supplies	Charts, maps,	Fee charged should be a nominal fee.
Potable Water	Water, palletized water	Water for lavatory sinks for hand washing purposes.
Preheat	Heater	Charged to heat the aircraft before flight.
Push Back	Nose car, positioning	Charged to push an aircraft into a hanger or different section of the ramp.
Ramp Fee	Ramp handling, tarmac, apron,	Charged to aircraft for use of ramp
Re-service	Reservice	Charged to place de-fueled fuel back on aircraft.
Sampling Charge		Charge to sample the quality of non-contract commercial fuel.
Security Communication		Charge for security staff cell phone usage
Security Force Vehicle		Charge for security forces guarding an aircraft and using the vehicle as the shed.



# DEFENSE LOGISTICS AGENCY

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
Security Services	Aircraft guarding, security escort service, security supervision	
Slot Time & Fees		Charged for slot time, typically at OCONUS high volume airports
Take Off	Departure	
Terminal Operations	Operations, terminal fee, flight services	
Tie Down		Securing aircraft to ramp (Typically overnight).
Touch and Go		Charge for aircraft to land and immediately take off. This is typically during a training exercise.
Trash Removal	Garbage, garbage removal, liter service, rubbish	
Vendor Admin Fee	Agent fee, administration fee, arrangement/coordination fee	<p>Fee charged by third party agents that arrange ancillary services with the local airport vendor that will not accept the AIR Card®. The local airport vendor often requires immediate payment.</p> <p><b>NOTE: Prior to signature, ensure VAF amount is present on the delivery receipt or invoice and is a reasonable amount. Additional guidance is located on the DLA Energy website.</b></p> <p><b>(Limit one VAF per invoice)</b></p>