

## CONDITIONS OF PAYMENT AND RECOVERY

Fees are established in accordance with articles R.224-1 et al of the Civil Aviation Code and the statutory instruments for applying said articles. Said statutory instruments govern the setting of prices and modifications thereto.

Prices are brought to our clients' attention in the Terminals, where they are posted up.

### 1. Payment deadlines

In compliance with the regulations mentioned above and the related implementing decisions, information is provided here below to facilitate procedures for our clients.

#### ↳ INVOICES PAYABLE IMMEDIATELY

On principle, fees are to be paid immediately. However, a request to open an account can be submitted. The CCIMP reserves the right unilaterally to assess such a request to open an account. Immediate payment applies to the following:

- fees and costs relating to aircraft not based at the airport,
- operations that are not permanent in nature: non-scheduled and charter air carriers will be asked to pre-pay a "pro forma" invoice that will be balanced against the subsequent invoice,
- fees and services invoiced for amounts that are too small to warrant running an account,
- users undergoing insolvency proceedings,
- in the event of a late payment, the CCIMP reserves the option of demanding immediate payment for all new services until debts have been purged,
- if guarantees have been requested in order to validate commitments undertaken by a client with an account, but said guarantees have not been received, the CCIMP reserves the right to demand the immediate payment of fees and services.

If a request to open an account is refused, the operator must settle all fees before the aircraft takes off.

#### ↳ INVOICES PAYABLE IN ARREARS (in the case of prior approval of a request to open an account)

Invoices issued by the CCIMP are due at the latest 30 days after the issue date.

## **2. Methods of payment**

### ↳ On receipt of invoice

- By bank or post office cheque made out to the CCIMP and sent to:

*Chambre de Commerce et d'Industrie Marseille-Provence  
Service Facturation Recouvrement  
B.P. 7 Aéroport Marseille Provence  
13727 MARIGNAGNE CEDEX  
France*

- By bank transfer to:  
*Chambre de Commerce et d'Industrie Marseille-Provence  
CFCMM Marseille Provence*

<b>15899</b>	<b>07988</b>	<b>00060004941</b>	<b>08</b>
<i>Bank Code</i>	<i>Branch Code</i>	<i>Account No.</i>	<i>Key</i>

**IBAN (International Bank Account Number): FR76 1589 9079 8800 0600 0494 108**  
**BIC (Bank Identifier Code): CMCIFR2A**

- By credit card
- By direct debit (introduced in 2010).

To make it easier for us to process your payment, please quote the reference numbers stated on the invoices (client account number, invoice number).

### ↳ Accepting pre-payment

Payment is effective once the money has effectively been deposited.  
Bills of exchange (promissory notes, letters of exchange, etc) are not accepted by the CCIMP.  
No discount is granted for early payment or security deposits.  
Advances, down payments and security deposits do not earn interest.

## **3. Complaints and Recovery**

### ↳ General Provisions

Complaints are only accepted in writing. They must be addressed as follows:

- By post:
  - CCIMP
  - Service Facturation et Recouvrement
  - B.P. 7 Aéroport Marseille Provence
  - 13727 Marignane Cedex
  - France
- By fax: +33 (0) 442 142 881, marked "A l'attention du Service Facturation Recouvrement".

To avoid requests for missing information, and to enable us to process your query as quickly as possible, always state:

- the number of the invoice in question,
- the date of the flight and the flight number,
- the service(s) being disputed.

When a complaint is lodged, only payment of the portion being contested is suspended.

### ↳ Special Provisions

If payment has not been made in compliance with the deadlines defined above, a recovery procedure is launched on the due date of the debt.

The penalty rate for late payment, charged the day after the due date, corresponds to 3 times France's legal interest rate (art. L441-6 of France's Commercial Code, resulting from the law to modernise the economy (LME) dated 4 August 2008). No reminder is necessary for this penalty to be applied.

If the deadline set in official notice expires without payment being received, the client's file will be transmitted, without prior notice, to the legal department which will start the legal proceedings necessary to protect the CCIMP's rights (acceleration clause, termination of Temporary Occupation Authorisation, etc.) and to recover the debt.

The CCIMP reserves the right to pronounce the rightful termination of the contract without warning or formality due to the failure to execute the obligation to pay before the given deadline.

### ↳ Applicable legislation and jurisdiction

Any dispute stemming from the application or the interpretation of the above provisions will fall under the jurisdiction of the Administrative Courts of Marseille.

French law applies to the exclusion of all other laws.