

Skyblue Fuel Disclaimer

Below Terms & Conditions are applicable for this fuel quote/s & resulting fuel orders/deliveries notwithstanding any written agreement to the contrary:

1. Fuel rates quoted are valid as mentioned, subject to change without prior notice due to market variations, unexpected changes in fuel supply and exchange rate fluctuations.
2. Skyblue Aero Pvt. reserves the right to increase the quoted fuel rate at any time immediately upon notice to the client due to circumstances beyond its control.
3. All rates are valid only for International Commercial Flights only and for Private/Domestic/Military flights, additional duties, taxes & levies maybe applicable.
4. All rates are quoted on the assumption that the aircraft is parked at the commercial side of any airport. Additional duties, taxes & levies maybe applicable if the aircraft is parked in maintenance, service or other parking area.
5. All 03rd party fees such as Taxes, Into Plane Fees, and other Fees are subject to change without prior notice and may vary according to flight type and destination involved, even if we have not quoted these taxes, fees or levies; if the local authority deems them to be applicable, we will be obliged to pass through these charges to the client.
6. All government controlled prices are subject to change without prior notice. A list of government controlled countries/locations can be provided on request.
7. For European locations if the AOC or any other documents requested is not shown to the fueller at the time of fuel uplift taxes/levies will be applicable and same will be invoiced as separate line items in Skyblue invoice and are non objectionable. In case the operator wants to proceed further, then they should approach the customs or relevant authorities of respective countries directly.
8. For some European or other locations like Switzerland, Germany, etc. if no uplift is done after a fuel set up "Zero Uplift" amount will be applicable and will be non objectionable.
9. For all volumes less than 1,000 USG; a small uplift fee of USD 100 will be applicable.
10. SKYBLUE AERO PVT LTD HAS NOT AND DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR (C) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
11. Any Fuel and Services delivered pursuant to these Terms and Conditions shall be delivered by independent Contractors & Vendors. Skyblue Aero Pvt Ltd shall coordinate and make arrangements for Fuel or Services with such independent contractors & vendors. Notwithstanding the foregoing, Skyblue Aero Pvt Ltd does not undertake any obligations to supervise such independent contractors' or Vendor's operations or investigate such independent contractors or vendors. IN NO EVENT SHALL SKYBLUE AERO PVT LTD BE LIABLE FOR ANY ACTS OR OMISSIONS OF AGENTS, INDEPENDENT CONTRACTORS, VENDORS OR SUBCONTRACTORS OF SKYBLUE AERO PVT LTD, INCLUDING WITHOUT LIMITATION FUEL TRANSPORTERS, INTO PLANE AGENTS OR SERVICE PROVIDERS.
12. SKYBLUE AERO PVT LTD AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS AND THE TRANSACTIONS CONSUMMATED PURSUANT HERETO AND ANY APPLICABLE PURCHASE ORDER OR AGREEMENT ARE NOT INTENDED TO BENEFIT OR CREATE ANY RIGHTS OR CAUSES OF ACTION IN OR ON BEHALF OF ANY PERSON OTHER THAN SKYBLUE AERO PVT LTD AND CUSTOMER. IN THAT REGARD, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SKYBLUE AERO PVT LTD, ITS SHAREHOLDERS,

OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS, EXPENSES AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) OF WHATEVER NATURE INCURRED BY ANY SUCH INDEMNITY AS A RESULT OF ANY CLAIM BROUGHT BY ANY THIRD PARTY IN CONNECTION WITH ANY FUEL OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL SKYBLUE AERO PVT LTD BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF SKYBLUE AERO PVT LTD HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. No action shall be brought against SKYBLUE AERO PVT LTD by Client arising out of any purchase of Fuel or Services under these Terms and Conditions more than 06 months from the date of delivery of such Fuel or Services.