



STANDARD CANCELLATION POLICY

The following standard cancellation policy shall apply to all Catering Services provided by the Catering Supplier under the terms of the Contract.

A. COLD FOODS, ALCOHOLIC BEVERAGES AND IN STOCK ITEMS	4 HOURS PRIOR TO DELIVERY TIME
<p>All cold food, alcoholic beverages and in-stock items, which include those items which have not been specially ordered or prepared by the Catering Supplier, may be cancelled by ASN without any charge provided notice of cancellation is received by the Catering Supplier four (4) hours or more prior to the scheduled Delivery Time.</p> <p>The scheduled delivery time is defined as that time designated by ASN for delivery of the Catering Order and conveyed to the Catering Supplier and not the scheduled flight time.</p> <p>Should ASN cancel an order for cold food, alcoholic beverages or in-stock items at any time within four (4) hours prior to the scheduled delivery time, ASN shall be required to pay the full amount of the Catering Invoice for those items. In all cases, the Catering Supplier is required to submit a Catering Invoice to ASN as provided by the terms of this Contract.</p> <p>Should ASN cancel an order within four (4) hours prior to the scheduled delivery time, ASN shall be required to pay the full amount of the Catering Invoice and the Catering Supplier will be paid for Catering Services pursuant to the terms of the Contract the amount of the Catering Invoice for the ordered items minus any commission owed to ASN.</p>	
B. COOKED ITEMS	5 HOURS PRIOR TO DELIVERY TIME
<p>All cooked food may be cancelled by ASN without any charge to ASN provided that notice of cancellation is received by the Catering Supplier more than five (5) hours prior to the scheduled delivery time.</p> <p>The scheduled delivery time is defined as that time designated by ASN for delivery of the Catering Order and conveyed to the Catering Supplier and not the scheduled flight time.</p> <p>Should ASN cancel any order for cooked food items within five (5) hours prior to the scheduled delivery time, ASN shall be required to pay the Catering Invoice for cooked food items and the Catering Supplier will be paid pursuant to the terms of the Contract the amount of the Catering Invoice for those items minus any commission owed to ASN.</p>	

C. RUSH ORDERS AND ORDERS DESIGNATED AS "ASAP"

Should ASN cancel, at any time, a Catering Order designated by ASN as "Rush" or "ASAP", ASN shall be required to pay the full amount of the invoice for those Catering Services designated as "Rush" or "ASAP". At all times, the Catering Supplier is required to submit a Catering Invoice to ASN as provided by the terms of this Contract.

In such a case where ASN cancels an order designated by ASN as "Rush" or "ASAP", the Catering Supplier will be paid pursuant to the terms of the Contract the amount of the Catering Invoice for those designated items minus any commission owed to ASN.

D. SPECIAL ITEMS AND PREPARATION OF CATERING FROM RECIPES PROVIDED BY THE USER

12 HOURS PRIOR TO DELIVERY TIME

Special Items include all items in which the Catering Supplier must either shop for or procure from a third-party vendor for the catering order and all items where the client provides specific recipes to be followed by the Catering Supplier. Special orders may be cancelled without any charge to ASN provided notice of cancellation is received by ASN twelve (12) hours or more prior to the scheduled delivery time.

Should ASN cancel a special order any time within twelve (12) hours prior to the scheduled delivery time, ASN shall be required to pay the full amount of the Catering Invoice for those special order items. At all times, the Catering Supplier is required to submit a Catering Invoice to ASN as provided by the terms of this Contract.

If ASN cancels a special order or an order made using a recipe provided by ASN, the Catering Supplier will be paid pursuant to the terms of the Contract the amount of the Catering Invoice for those special order items minus any commission owed to ASN. **If the special order contains non-perishable items, the Catering Supplier is to hold at its Catering facility all such non-perishable special order items pending further direction from ASN.

E. CREW MEALS

3 HOURS PRIOR TO DELIVERY TIME

All crew meals may be cancelled by ASN without any charge to ASN provided that notice of cancellation is received by the Catering Supplier more than three (3) hours prior to the scheduled delivery time.

The scheduled delivery time is defined as that time designated by ASN for delivery of the Catering Order and conveyed to the Catering Supplier and not the scheduled flight time.

Should ASN cancel any order for crew meals within three (3) hours prior to the scheduled delivery time, ASN shall be required to pay the Catering Invoice for the crew meals and the Catering Supplier will be paid pursuant to the terms of the Contract the amount of the Catering Invoice for those items minus any commission owed to ASN.

**When catering orders contain a combination of the above categories of catering, it is the responsibility of the Catering Supplier to apply the standard cancellation policy to the Catering Order. It is recognized that for the purpose of this Agreement that since Catering Orders may contain a combination of the above categories of catering, that depending on the category of catering and the time in which notice of cancellation is received, ASN may be charged for certain items of catering and not charged for other items.