

General Conditions

1. DEFINITIONS

In this Agreement unless the context otherwise requires:
“**Agreement**” means this General Charter Conditions including the Charter Agreement and any appendices or attachments thereto;
“**Aircraft**” means any aircraft for the time being operated in connection with any Flight;
“**Base Date**” means the base date stated in the Charter Agreement;
“**The Carrier**” means the operator of the Aircraft;
“**Charter Price**” means the amount set out in the Charter Agreement;
“**Flight**” means a flight described in the Charter Agreement;
“**Charter Agreement**” means the agreement for the provision of aircraft charter services between the charterer and the broker;
“**Charterer**” means any person, firm or body corporate chartering any aircraft from the Broker or Carrier;
“**Broker**” means the Aero Charter Solutions Sp. z o.o.; and
“**Demurrage/Standing Charge**” means a charge payable to the Carrier in respect of failure to load or discharge the Aircraft within the time agreed.

2. CHARTER PRICE AND PAYMENT

2.1 The Charterer shall pay to the Broker the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Charter Agreement.

2.2 In the event of an increase in fuel costs, between the Base Date of the agreement and the date of Flight operation, the Charterer may be required to pay to the Broker such amount as shall fully compensate the Broker for such increase.

2.3 Demurrage / Standing Charges may be levied in exceptional circumstances beyond the control of the Broker or Carrier (e.g., late arrival of the Charterer or their passengers), at the equivalent hourly flying rate to the Charter Price for the Aircraft.

2.4 When deicing is required this will be charged back to the Charterer at cost after the flight is completed.

2.5 Unless otherwise specified in the Charter Agreement, the charter price includes the cost of fuel, oil, maintenance, landing, navigational fees, hangarage, parking, ground handling, remuneration and expense of aircrew, in-flight catering (cold snacks and beverages), licence fees, baggage screening charges, airport security charges, airport and passenger taxes during the flight schedule.

2.6 All other costs, including, but not limited to VAT tax (if applicable), ground accommodation, ground transfers, additional cabin service, special catering requests, onboard satellite telephone costs, in-flight wifi costs, VIP lounges, de-icing costs, fuel surcharge and any other additional service costs whatsoever and howsoever arising shall be notified to the Charterer within 14 days from the date these charges were incurred and shall be paid promptly by the Charterer within 3 days.

2.7 If payment is not received prior to departure then the credit/debit card you have provided will be debited. If the credit/debit card was not provided then final demand for payment will be issued, and if payment is not made, the case will be taken to court.

3. AIRCRAFT AND CREW

3.1 The Broker shall procure the Carrier to provide the Aircraft at the commencement of the Flight properly manned and equipped, fueled, and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s). In the event that any Flight is delayed through no fault of the Broker or the Carrier, the Charterer shall pay to the Broker Demurrage/Standing Charge at the rate set out in the Charter Agreement.

3.2 The times shown in the Charter Agreement are approximate and not guaranteed and the Carrier is entitled to deviate from the Flight schedule and/or the duration of the Flight and/or to reduce the maximum payload. The captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.

3.3 All ground and operating personnel including cabin staff are authorised to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

3.4 The Broker may at its discretion and without prior notice substitute the Aircraft and/or the Carrier, for the same or similar class of aircraft and carrier where possible; and such substitute aircraft and substitute carrier shall, for the purposes of this Agreement, be the Aircraft and the Carrier hereunder. To the extent that such substitution involves additional costs, such additional costs shall be charged to Charterer.

4. TRAFFIC DOCUMENTS

Charterer shall provide the Broker with a Passenger List and copies of travel documents (identification, visas, and others if required) to the email address 96 hours prior to departure.

Every Passenger must meet the specific legal requirements for the flight. All Passengers are required to possess necessary travel documents such as identification (ID card, passport - in accordance with the requirements of the destination country), visas if required, and other documents necessary for entry into the destination country. If animals are brought on board the aircraft, they must also have a passport and an up-to-date list of necessary vaccinations. Failure to meet the above conditions may result in passengers being denied entry into the destination country or the Charterer failing to show up for the flight.

Persons undergoing specialized treatment, chronically ill, taking regular medications, undergoing surgery or being discharged from the hospital less than 14 days prior to departure as well as pregnant women are required to notify the Broker and have a valid medical certificate stating that there are no contraindications to air travel. In case of failure to provide this information to the Broker's representative and the occurrence of contraindications to air travel, the Broker is not responsible for the health consequences that may occur during the flight and is released from any legal liability related to the above situation. The person travels at his/her own risk and waives any claims caused by medical/health emergencies. In the situation of making previously unforeseen stopovers, extending the flight, changing the route or landing destination, the Charterer undertakes to cover all costs arising due to the occurrence of unforeseen health situations

5. FLIGHT TIMES, LOADING AND EMBARKATION

5.1 The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the Broker shall be under no liability whatsoever to the Charterer nor to such passenger. The Broker shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Broker such additional sum that the Broker may specify for each such passenger to cover applicable costs of the Carrier, and the Broker thereby incurred.

5.2 In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier) deviation or diversion of any flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Broker shall be reimbursed by the Charterer to the Broker on demand.

5.3 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Broker against any and all cost or expense whatsoever incurred by the Broker in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or the Broker by any immigration authority) or of any arrangements made by the Carrier and/or the Broker to return such passengers to the country from which such passenger was originally carried.

5.4 In the event that:

- any agreement between the Carrier and the Broker in respect of the Aircraft is terminated for whatever reason; or
- the Aircraft is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or

- the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business) and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier; or

- if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business); or

- the Carrier, for whatever reason, fails to hold or maintain an Air Operator's Certificate then the Broker shall use its reasonable endeavors to find an alternative carrier to operate such flights as may be affected by the occurrence of any of the above events ("the Affected Flights"), at the same cost to the Charterer.

5.5 In the event that the Broker is unable so to do, the Broker shall (provided that the Charterer has duly fulfilled its obligations hereunder) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s). In the event that the Broker is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an additional cost, the Broker shall notify the Charterer forthwith and the Charterer shall have the option to charter the Aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to the Broker such additional costs upon demand. If the Charterer does not so elect, the Broker shall, (provided that the Charterer has duly fulfilled its obligations hereunder), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flights and the Broker shall thereupon be under no further obligation to the Charterer in relation to the Affected Flights.

6. OBLIGATIONS OF THE CHARTERER

6.1 The Charterer shall comply in all respects with the conditions of related to the Flights and will procure such compliance on the part of all its passengers.

6.2 The Charterer shall hold harmless and indemnify the Broker against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.

6.3 The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

6.4. The Charterer shall be responsible for assisting and compensating the passengers under EC Regulation no 261 / 2004 and shall keep the Broker harmless and fully indemnified against any and all claims raised by the passengers against the Broker in this respect should any of the following occur:

- a) Charter flight sector has been performed with delay; or
- b) Charter flight sector has been cancelled; or
- c) One or more passengers have been denied boarding as defined under EC Regulation No.261/2004.

7. EXCLUSION OF LIABILITY/INDEMNITY

7.1 The Broker shall be under no liability to the Charterer or to any passenger of the Charterer in respect of any variation to or cancellation of any Flight or the nonavailability of any seats which results from the acts or omissions of the Carrier, or for any failure by the Carrier to perform any Flight and the Charterer hereby acknowledges to the Broker that in any such event the Charterer shall only have recourse against the Carrier.

7.2 The Broker shall be under no liability to the Charterer for any failure by it or by the Carrier to perform their respective obligations under this Agreement arising from force majeure, labor disputes, strikes or lock-outs or any other cause beyond the control of the Broker or the Carrier including accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith.

7.3 Broker shall be deemed to undertake any carriage to which this Agreement relates as a carrier.

7.4 Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage. This Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

Except as specifically provided by the Warsaw Convention and/or the Montreal Convention, the Broker shall not be liable for any death, wounding, or personal injury or claim of whatsoever nature whether for death or bodily injury or for delay or loss of or damage to or delay of baggage or cargo whether arising in contract or in tort whether occasioned by the Broker or the Carrier, or their respective officers, employees or agents and the Charterer hereby waives all rights or claims against the Broker and discharges the Broker, its officers, employees and agents from any such claim as aforesaid except to the extent the same is caused by the willful misconduct or gross negligence of the Broker, its officers, employees or agents.

8. TERMINATION

This Agreement may be terminated immediately upon notice from the Broker to the Charterer upon the occurrence of any of the events specified below:-

8.1 the Charterer defaults in the payment of any amount payable hereunder on due date;

8.2 the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 14 days of receipt of written notice from the Broker requiring remedy of such breach;

8.3 the Charterer admits in writing its inability to pay or becomes unable to pay its debts;

8.4 proceedings are started or any steps are taken for the winding-up or dissolution of the Charterer or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Charterer or any or all of its revenues and assets, or the Charterer is unable to pay its debts within the meaning of act in any jurisdiction in which the Charterer conducts its business or resides;

8.5 an encumbrancer takes possession of any of the Charterer's revenues or assets, or any security created by the Charterer becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Charterer);

8.6 the Charterer takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors;

8.7 a distress or other execution is levied or enforced upon or against any part of the Charterer's property;

8.8 the Charterer suspends or ceases to carry on its business

8.9 **CANCELLATION** – If the Charterer wishes to cancel any flight or flights, the following cancellation charges shall be paid forthwith by the Charterer to the Broker as agreed compensation:

- 30% of the Charter Price if cancelled more than 10 days prior to departure.
- 50% of the Charter Price if cancelled less than 10 days but more than 96 hours prior to departure.
- 100% of the Charter Price if cancelled within 96 hours of departure.
- 100% of the charter price if the flight is an empty leg regardless of when the cancellation occurs.

Note: These are our general cancellation terms which may vary slightly depending on the aircraft contracted. Date of positioning flight is considered as date of departure (this may not always be the day of YOUR departure as it is occasionally necessary to position the previous day, to accommodate early departures, crew duty, etc.)

9. EFFECT OF DEFAULT

9.1 If this Agreement is terminated under Clause 8, then the Charterer shall (without prejudice to any other rights and remedies which the Broker may have) pay forthwith to the Broker all amounts then due and unpaid to the Broker hereunder, together with the maximum interest rate for delay payments and the Charterer shall indemnify and keep the Broker indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by the Broker as a result of such termination and the Broker shall be entitled to retain any initial deposit paid by the Charterer pursuant to any provisions therefor set out in the Charter Agreement.

9.2 The Charterer shall indemnify the Carrier and the Broker against any claims by any passenger of the Charterer arising out of the termination of the Agreement.

10. GENERAL

10.1 Charterer agrees to receive invoices in electronic form as legally binding, and all arrangements conducted electronically (via email, SMS, instant messaging) are considered binding. The Parties agree that the email address and phone number used by the Charterer for correspondence, flight arrangement orders, and the negotiation of formalities and payments related to the organization of the flight are considered legally effective for the delivery of all correspondence.

10.2 No amendment to this Agreement shall be effective unless it is in writing and signed by both parties. Documentary form of this Agreement shall be acceptable.

10.3. The parties shall not disclose or use any information relating to this Agreement, the Broker or the Charterer or matters pertaining thereto unless it is necessary for the proper performance of their obligations under this Agreement, is required by law, is required for the purpose of any legal proceeding in connection with this Agreement, such information has become publicly available other than through a breach of this Agreement, or where the other party has given its prior written consent to such disclosure or use.

10.4 The Broker shall not in any event be liable for any consequential or special damage or loss including loss of profit or anticipated profit arising from the performance or non-performance of any Flight or any of its obligations hereunder.

11. CHOICE OF LAW, SUBMISSION TO JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Poland and the parties in all matters relating to this Agreement hereby submit to the jurisdiction of the common courts having jurisdiction over the Broker's registered office. The foregoing shall not prevent Broker to sue any Charterer before any other competent court.

11.1. The parties will attempt to resolve any dispute arising out of or related to this agreement through friendly negotiations amongst the parties.

11.2 The Agreement has been drawn up in the Polish-English version, in case of any discrepancy between the versions, the Polish version is binding.

12. EMPTY LEGS

The operation of any return portion of a booked one-way Flight (the "Empty Leg" or "Empty Sector") is dependent and conditional upon either:

1. The aircraft flying from its outbound airport to its destination airport for the purposes of flying a return or other charter therefrom; or

2. The aircraft flying an inbound charter and then returning from the airport to its home base or elsewhere.

In the event that, in the case of 1. above, the return or other charter is cancelled for whatever reason or, in the case of 2. above, the inbound charter is cancelled for whatever reason then, the Empty Leg cannot be performed and Broker shall have no obligation to the Charterer in respect thereof save for the return of the Charter Price.

13. REFUND POLICY

If a client wishes to cancel any flight or flights, cancellation charges will apply, ranging from 10% to 100% of the cost of the flight. Please refer to the specific contract for exact cancellations and refund terms for each individual booking.

In the event that the Broker is unable to perform the flight, the Broker shall (provided that the Charterer has duly fulfilled its obligations) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s).

In the event that the Broker is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an

additional cost, the Broker shall notify the Charterer forthwith and the Charterer shall have the option to charter the Aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to the Broker such additional costs upon demand. If the Charterer does not so elect, the Broker shall, (provided that the Charterer has duly fulfilled its

obligations), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flights and the Broker shall thereupon be under no further obligation to the Charterer in relation to the Affected Flights. The Charterer shall indemnify the Broker against any claim by any passenger of the Charterer arising out of any such variation, cancellation, non-availability or failure to perform provided always that if the Broker shall receive any refund from the Carrier in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Charterer, the Broker shall (provided always that the Charterer shall have duly fulfilled its obligations under this Agreement), repay such refund to the Charterer.

14. OTHER

Aero Charter Solutions Sp. z o.o. (ACS) is an air charter broker that arranges chartered air transportation as an indirect air carrier. The charterer hereby engages and appoints ACS to act as the charterer's authorized agent under the terms and conditions of this agreement to arrange for aircraft charter services from third party certificated air carriers operating under regulations and standards set forth by the European Union Aviation Safety Agency (EASA) or their foreign civil aviation authority equivalent. ACS will contract for transportation services solely from air carriers that exercise exclusive operational control over flights arranged by ACS. The charterer acknowledges that ACS is not an air carrier and possesses no operational control over any aircraft or chartered flight. Prior to the start of any chartered air transportation under this agreement, the charterer will be notified by ACS of the flight itinerary, aircraft registration or flight number(s), and where requested, the legal name of Carrier (and any other name in which the air carrier holds itself out to the public).