

COMLUX MALTA - AIRCRAFT CHARTER SALES GENERAL TERMS AND CONDITIONS

All offers made by Comlux are non-binding proposals without contractual obligation and remain subject to aircraft availability, owner's approval, permissions and traffic rights. Our prices include all flight charges and VIP first class catering. Special requests such as caviar and special wines or spirits are invoiced additionally at cost. Satellite phones charges as well as any necessary additional war risk insurance premiums are not included and will be invoiced at cost. Cost for de-icing of aircraft, limousine costs and car-escort to the aircraft are not included. Below mentioned payment conditions shall apply.

If you accept our offer, please return a signed copy of the Charter Flight Quotation. Upon satisfaction of the conditions set forth above, Comlux shall issue a Charter Flight Confirmation setting out the full details of the flight and the invoice. By countersigning the Charter Flight Quotation you expressly agree that upon issuance of such Charter Flight Confirmation, and without the need for countersignature by you, a contract of carriage shall exist between you and Comlux and that the attached Comlux Aircraft Charter Sales General Terms and Conditions shall apply to such contract. In the event of any conflict between the offer and Comlux Aircraft Charter Sales General Terms and Conditions, the offer shall prevail.

These Aircraft Charter Sales General Terms and Conditions (the "**Terms**") form an integral part of the Charter Flight Quotation issued to a Comlux customer (hereinafter the "**Customer**") by one of the Comlux companies (Comlux Aviation AG, Comlux Malta Limited, Comlux Middle East W.L.L., Comlux Aviation Ru LLC or Airline Comlux-KZ JSC, as the case may be) (hereinafter individually or collectively "**Comlux**") and countersigned by Customer. The proposal made to the Customer by Comlux in the Charter Flight Quotation is subject to aircraft availability, owner's approval, traffic rights and other potential conditions precedent appearing on the Charter Flight Quotation (the "**Conditions Precedent**"). By countersigning the Charter Flight Quotation, the Customer accepts that as soon as Comlux issues the Charter Flight Confirmation, thereby confirming the satisfaction of all conditions precedent, the Contract (as this term is defined below) is entered into between the Customer and Comlux, without the need for countersignature of the Charter Flight Confirmation by Customer.

1. Purpose. The Charter Flight Quotation, the Charter Flight Confirmation and these Terms shall constitute together a contract of carriage between the Customer and the relevant Comlux Company (the "Contract") for the transport of passengers and/or goods from the point of departure to the point of destination as stated in the Charter Flight Confirmation. The Customer acknowledges on behalf of the passengers it represents, and warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer's individual passengers and Comlux, notwithstanding the issue to them of a passenger ticket by Comlux. Changes to the Contract are valid only if confirmed in writing by Comlux and the Contract shall prevail over any and all other terms and conditions of the Customer. Consequently, all clauses and/or conditions appearing on letters, emails, faxes, receipts and/or other documents issued by the Customer before or after entry into force of the Contract shall not be binding on Comlux.

2. Aircraft specific. The flights covered by the Contract are aircraft specific and are therefore subject to aircraft availability. Comlux reserves the right at any time to provide the Customer with another similar aircraft at the same cost should the booked aircraft be unavailable for any reason whatsoever. If no alternative aircraft can be found, Comlux further reserves the right to cancel any or all of the flights, and neither party shall have any claim or liability against the other in respect of such

cancelled flight or flights other than the obligation for Comlux to return to Customer an amount equal to the amounts previously paid by Customer in respect of the relevant flight or flights, no interest accrued.

3. Inclusive of Price. The price of the Contract includes the following: (i) aircraft costs including crew, fuel and maintenance, (ii) air navigation and airport charges

(except surcharges) (iii) crew allowances, (iv) crew meals, accommodation and surface transportation, (v) in-flight catering, and (vi) passenger and cargo insurances and taxes. The price remains however subject to fuel price fluctuations.

4. Exclusive of Price. The price of the Contract excludes the following: (i) fuel, air navigation, airport, FBO, insurance and other surcharges, (ii) de-icing of aircraft, (ii) special catering requests such as, but not limited to, caviar and special wines or spirits, (iv) special cargo requests, (v) satellite phone and internet connection, (vi) war risk insurance, (vii) ground transportation, (viii) credit card surcharges, and (ix) any other extra charge due to weather conditions or flight delays or diverted landings determined by Air Traffic Control or other relevant authorities. The cost of the above will be invoiced separately at cost after the flight has occurred and after receipt by Comlux of the invoice from the relevant supplier or service provider and immediately reimbursed to Comlux by the Customer. Comlux reserves the right to charge a handling fee for such invoices.

5. Currency. The price of the Contract is stated in the currency as indicated on the Charter Flight Confirmation and payments shall be made in the same currency.

6. Brokerage. Should Comlux fly by order of a third party broker, the broker and the customer shall be jointly and severally liable to Comlux for the fulfilment of all payments. Comlux offers to brokers are net and do not include any commission.

7. Payment Terms. Comlux shall issue an invoice concurrently with the issuance of the Charter Flight Confirmation. The Customer shall make payment of the price by the time specified on the invoice but unless

otherwise stated payment shall have been received in full by Comlux at least 72 hours from receipt of the invoice or 72 hours prior to departure whichever is earlier. The flight will only be firmly booked once the full price has been paid and Comlux shall be under no obligation to perform flights before payment by Customer of the full price. If the Customer fails to make any payments at the time and in the amount specified in the invoice, Comlux may, by written notice, terminate the Contract with immediate effect. All payments shall be made by bank transfer to the bank account the details of which shall be stated on the invoice.

8. Cancellation Fees. If a flight is cancelled after issuance of the Charter Flight Confirmation by the Customer or its passengers, a cancellation fee (expressed below as a percentage of the total price of the Contract) will be paid by Customer, or retained by Comlux from the amount already paid by Customer, as the case may be, as follows:

Above 30 days prior to departure: no cancellation fees
Between 11 and 30 days prior to departure: 10%
Between 6 and 10 days prior to departure: 20 %
Between 4 and 5 days prior to departure: 30 %
Between 1 and 3 days prior to departure: 50 %
Less than 24 hours prior to departure: 100 %

If a positioning flight to the point of departure is necessary, than the above cancellation fee periods will be considered from the time of cancellation to the date of departure of such positioning flight.

9. En-route changes or delays. Comlux reserves the right at any time to cancel, postpone or redirect the flight or provide the Customer with another similar aircraft at the same cost in the event that the flight cannot be performed with the booked aircraft due to reasons beyond its control, including but not limited to, war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions, technical reasons, detention or similar measures, accidents with aircraft or other force majeure event of any nature, or when the safety of the passengers or of the crew can reasonably be assessed to be in danger, at the discretion of the captain or of any Comlux personnel. Comlux shall not be held liable or be found to be in default for any such cancellation, postponement, redirection or provision of alternative aircraft resulting from the above mentioned circumstances. In the event that the above happens before the first leg of the flight stated in the Contract started and Comlux exercises its above right to cancel the flight, Comlux shall credit the Customer with an amount corresponding to the flight in question minus all expenses already incurred. In the event that the above happens en-route, any cost arising from such changes or delays will be invoiced separately at cost and shall become payable by the Customer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft.

10. Passenger and Cargo Entry Documents.

Passengers are responsible for ensuring that they have the necessary valid travel documents and visas for entering their destination. Comlux takes absolutely no responsibility with regard to compliance with the regulations governing passenger entry. Should there be any costs due to the lack of required entry documents of passengers or cargo, the Customer shall compensate Comlux for any such costs.

11. Passenger Baggage. Passenger baggage weight is limited for flight safety reasons and varies in between aircraft types. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

12. Prohibited or Dangerous Goods. Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from Comlux on request. Passengers are not permitted to have the following items and/or materials on board aircraft: explosives (ammunition, fireworks, flares); flammable liquids or gas; oxidising substances; toxic and infectious substances; corrosives substances; drugs; poisons; radioactive materials; magnetised materials and other materials on the list of the IATA Dangerous Goods Regulations.

13. Smoking. Smoking may be prohibited on some Comlux flights depending on the individual aircraft.

14. Indemnification. The Customer shall indemnify Comlux against any claim, liability, loss or damage arising out of the flight, except if caused by Comlux' own gross negligence or wilful misconduct.

15. Severability. If any one or more clauses of these Terms are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

16. Counterparts. The Contract may be executed in multiple counterparts, each of which shall constitute an original and each of which may bear the signature(s) of one or both of the parties hereto, but all of which together shall constitute but a single instrument. The parties agree that a counterpart of the Contract bearing a photocopy, electronic, PDF or facsimile copy of a party's signature shall be as fully admissible as a counterpart bearing such party's original signature in proving such party's execution of the Contract.

17. Applicable Law. The Contract shall be governed by and construed in accordance with the laws of Switzerland. Any and all disputes arising from or in connection with the Contract, including its formation and validity, shall be subject to the exclusive jurisdiction of the courts of the Canton of Zurich, Switzerland

