

General Terms and Conditions of Business
of
AIR PINK doo
Jove Ilića 13,
11000 Belgrade, Republic of Serbia

1. Scope

1.1 These General Terms and Conditions ("GTC") apply to all flights and other services for which a contract has been concluded with Air Pink d.o.o. (hereinafter referred to as "Air Pink").

1.2 Air Pink is the contracting carrier as defined in legislation governing carriage by air and the party to contract with the Passenger disregarding if the contract has been concluded with the Passenger or by an agent on behalf of the Passenger. If Air Pink has the carriage to which the Passenger is entitled handled by other carrier, such other carrier is the actual carrier as defined in legislation governing carriage by air.

1.3 In addition to these GTC, the applicable Special Terms for different kind of Flight Services may also apply from time to time. In case of conflict between these GTC and the Special Terms for Flight Services, the applicable Special Terms shall take precedence.

1.4 These GTC are published on Air Pink's website and are available upon request by Passenger on board of each aircraft.

2. Compliance with entry and exit requirements; required documents

2.1 Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas and doctor's certificates, certificates of vaccination and the like which are required - for themselves, or for children or animals travelling with them - under the passport, visa and health regulations of the countries in question. In particular, Air Pink would like to draw Passengers' attention to visa requirements for foreign nationals.

2.2 As contractual carrier, Air Pink is obliged by law to refuse carriage if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation /certification is not presented.

3. Safety and Security

Air Pink is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by Air Pink.

3.1 Captain's Decision

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a Passenger requires extraordinary assistance on behalf of Air Pink's crew.

Passenger hereby accepts all such decisions. Passenger agrees that when, in the reasonable view of Air Pink or the pilot in command, safety or security may be compromised, Air Pink or the pilot in command may decide to refuse to start or commence a flight, divert a flight or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay.

3.2 Carriage of expectant mothers

The following regulations apply for safety reasons and to avoid health risks to expectant mothers: Air Pink will carry expectant mothers up to 4 weeks before the expected date of delivery without certification that the Passenger is fit to travel; Air Pink is entitled to demand presentation of the woman's antenatal medical record as proof that the pregnancy is not beyond the 35th week.

Air Pink or the pilot in command have right to refuse to carry out flight if he is not informed in good time that expectant mother have less than 4 weeks to the expected date of delivery. The foregoing regulations also apply to the date of any planned return flight.

3.3 Carriage of infants, children and adolescents

Owing to the risk of potential health damage, Air Pink recommends that newborn babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

3.4 Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if Air pink has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet complies with the requirements in the country of destination.

Air pink is not DEFRA approved carier and can not bring pets in UK.

3.5 Carriage of baggage

(a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EU-OPS standard weight tables by Passenger and by type of aircraft. Passengers are obliged to notify Air Pink of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

All changes regarding composition of passengers or number and weight of bags must be reported to Air Pink minimum 3 hours before scheduled departure.

If the Passengers did not provide exact weight of all baggage within requested time Air Pink will not be responsible for departure delay caused by measuring the weight of baggage due to process of recalculation of weight and balance of the aircraft.

The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, Air Pink reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

(b) Transport of dangerous goods and other objects

Objects or animals that may endanger the aircraft or people on board may not be transported. All passengers are obliged to read the Dangerous Goods Leaflet of objects prohibited from hand baggage or hold luggage before they board the plane. Should a passenger carry dangerous goods on board, as defined in the Serbian Air Transport Law and Serbian Law on Transport of Dangerous Goods, either on their person or in their baggage, in particular, without limitation, weapons or objects that may be used as weapons, the passenger must show these to the pilot before the start of the journey. The pilot shall come to a decision on whether and how to transport such weapons or objects and is entitled to cancel the flight if it is feared that individuals or the aircraft may be endangered. No objects, bulky baggage, etc. shall be allowed on board if there is any risk whatsoever of significant injuries or harm to individuals, or of damage or soling of plane equipment.

(c) Prohibited items in hand baggage

(1) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- all firearms (pistols, revolvers, rifles, shotguns etc);
- replica and imitation firearms;
- component parts of firearms (excluding telescopic sighting devices and sights);
- air pistols, rifles and pellet guns;
- signal flare pistols; starter pistols; toy guns of all types; BB guns;
- industrial bolt and nail guns; cross bows; catapults;
- harpoon and spear guns; humane killers for livestock;
- stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser);
- lighters shaped like a firearm.

(2) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- axes and hatchets; arrows and darts; crampons; harpoons and spears;
- ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- meat cleavers; machetes;
- open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels; scissors;
- ski and walking/hiking poles;
- throwing stars;
- tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches.

(3) Blunt instruments

Any blunt instrument capable of causing injury, including:

- baseball and softball bats;
- clubs or batons - rigid or flexible - e.g. Billy clubs, blackjacks, night sticks and batons;
- cricket bats; golf clubs; hockey sticks; lacrosse sticks;
- kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
- martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.

3.6 Electronic equipment

For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

3.7 Smoking

Smoking may be prohibited on some Air Pinks flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Passenger.

4. Force Majeure

4.1 Air Pink reserves the right to at any time during the carriage to suspend or redirect the flight in question without further liability to the Passenger in the event that the carriage cannot be completed in accordance with Passenger's requirements due 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, adverse weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which Air Pink has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the pilot in command or of Air Pinks's personnel ("Force Majeure Event"). Where Air Pink cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, Passenger shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to Passenger.

4.2 In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the reasonable opinion of Air Pink, Air Pink reserves the right to cancel the contract of carriage without liability to Passenger. In this case, Air Pink shall credit the Passenger with an amount corresponding to the flight in question minus all expenses already incurred.

4.3 Unless stated otherwise in mandatory (indispensable) legislation, Air Pink shall not be responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances.

4.4 Air Pink shall not be liable for any damage or loss of any nature whatsoever to Passengers arising from any delay arising as a result of a Force Majeure Event.

5. Performance of contract

5.1 In exceptional cases, Air Pink is, where there is good cause, entitled to change, postpone or cancel the flight for reasons relating to safety regulations, technology, weather or force majeure, and operational difficulties.

5.2 Air Pink, in such cases, shall not be liable to find replacement aircraft nor to participate in provision of replacement aircraft outside of its own fleet subject to availability, and for any resulting costs or damages.

5.3 Should Air Pink be unable to complete the agreed flight, the price of the flight shall be reduced pro rata in accordance with the extent to which the flight was completed or prepared, taking in account all direct expenses paid by Air Pink to third parties.

5.4 This shall not apply if the flight does not take place or is not completed due to factors for which the Charterer, a passenger or an individual for whom they are accountable is responsible.

5.5 If the passenger or passengers, with own improper behavior during the flight, damage the aircraft (interior, exterior) will be accountable to reimburse the damage, after Air Pink's assessment of the costs for repair, and Air Pink will not commence the flight or complete the rest of the flight unless the damage has been paid.

6. Cancellation Terms

Withdrawal from the Charter Agreement on the part of the Passengers must be made in writing and may be via post, fax or e-mail. Should the Passengers withdraw from a flight on an aircraft owned and operated by Air Pink before the planned date of departure, the following cancellation fees shall apply:

After signing the Charter Agreement till 8days prior to departure:	10 % of the total amount
7 days till 48 hours prior to departure:	20 % of the total amount
48 hours till 24 hours prior to departure:	50 % of the total amount
Less then 24 hours prior to departure:	100 % of the total amount

The deadlines above are based on the time at which Air Pink receives notification of the withdrawal.

Air Pink expressly reserves the right to bring claims for further damages. A change of Charter Agreement is possible up until departure. Air Pink reserves the right to charge the Passenger for any additional costs arising from the period before the change of Charter Agreement and resulting from the change of Charter Agreement itself, upon presentation of documentary proof.

7. Payment

Payment agreements are specified in the Charter Agreement and Air Pink's invoice. Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice. In the case of late or incomplete payments, Air Pink reserves the right to cancel the Charter Agreement at the expense of the Charterer and deny boarding.

8. Amendments

8.1 Air Pink reserves the right to amend these GTC at any time with effect for the future without obligation to notify the Passenger. The GTC as amended from time to time are published on the website as from the date on which they come into force. On continuing to use Air Pink services after amendment of the GTC, the Passenger declares his consent to the amendments.

8.2 No agency, employee or any other third party is entitled to make any amendments and/or addenda to these GTC or to waive their applicability.

8.3 These GTC contain the entire provisions of the contract between the Passenger and Air Pink and supersede all previous agreements, regardless of whether such agreements were made verbally, by electronic means or in writing.

9. Severability clause

Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

10. Applicable Law and Legal Venue

The contractual relationship between the Passenger and Air pink shall be governed by the laws of the Republic of Serbia, irrespective of the Passenger's nationality. Legal venue for registered traders, persons who have no general legal domicile inside the country and persons who have transferred their residence or habitual abode to a place outside Serbia after conclusion of the contract, or whose residence or habitual abode is unknown when the lawsuit is filed, shall be Belgrade (Serbia). This legal venue provision shall not apply within the substantive scope of the Warsaw Convention or the Montreal Convention.

General Manager
Air pink d.o.o.




Mr. Aleksandar Ilić

Belgrade, Serbia, October 2012