

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

"Agreement"	means this Asia Jet Charter Agreement including the Aircraft Charter Quotation and any appendices or attachments thereto.
"Aircraft"	means any aircraft for the time being operated in connection with any Flight under the Agreement
"Charter Price"	means the amount set out in the Aircraft Charter Quotation
"Flight"	means the flight(s) described in the Aircraft Charter Quotation
"Quotation"	The "Aircraft Charter Quotation," which is the schedule herewith attached.
"Parties"	The entities entering into this agreement are "Charterer," "Charter Company" and "Certificate Holder."
"Charterer"	The individual or entity requesting the charter service.
"Certificate Holder"	Western Air Charter, Inc-dba Jet Edge, U.S. Air Carrier Certificate #W6JA769L

2. GENERAL

This Agreement is made by and among Asia Jet Partners Limited ("Asia Jet"), a company organized under the laws of Hong Kong, Certificate Holder and Charterer (or "You"), having an office as listed on Page 1 of the Charter Quotation.

The Charter Quotation is aircraft-specific; should the need arise to change aircraft, cost may vary accordingly. Charterer shall be informed of any such change prior to Flight and the amount of additional cost, if any. The Quotation is based upon aircraft- and crew-availability and is valid for 30-days. Upon acceptance of terms and conditions listed herein, this document becomes a legal and binding contract among the two Parties.

Upon acceptance by Charterer, the terms and conditions set forth herein shall be deemed to be incorporated by reference into any other documents relating to the Flight including, without limitation, any Tripsheet and Itinerary Report.

3. USE OF AIRCRAFT

Asia Jet shall arrange for the operation, by Certificate Holder, of the Aircraft to transport passengers designated by the Charterer in accordance with the Quotation or subsequent amendments as herewith attached.

4. CHARTER PRICE AND PAYMENT

The Charterer shall remit to Asia Jet the Charter Price at the time, in the currency, in the amounts and to the address in accordance with Clause 5. The Charter Price set out in the Quotation excludes any provision for de-icing and hangar fees during inclement weather, war-risk insurance premium surcharges, re-routes, increased flight hours, additional or special catering, ground transportation and in-flight telephone/Wi-Fi, unless specifically stated in the Quotation. Such costs will be re-charged and are payable by the Charterer within 7 days of receipt of the invoice.

5. PAYMENT TERMS

A minimum of 50% of the Charter Price is payable to Asia Jet upon acceptance of this Agreement, with the balance payable no later than 72-hours prior to operation of the Flight including any positioning-flight. If the booking is made within 72-hours of the operation of the Flight, 100% of the Charter Price is payable to Asia Jet at time of booking. The Charterer understands and agrees that the time of payment is an essential term of the Agreement. Asia Jet reserves the right to withhold services until having received full payment of the Charter Price. Should the Charterer fail to pay the Charter Price according to the schedule detailed above, Asia Jet shall have the absolute discretion to cancel the Flight without causing any further liabilities to Asia Jet arising from such cancellation. Payments made by credit card will incur an additional 3.5 - 5% processing fee (depending on card issuer), which will be added to the Charter Price accordingly.

All payments shall be made by bank transfer net of all bank charges to:

BANK: The Hong Kong and Shanghai Banking Corporation Limited

BANK ADDRESS: 1 Queen's Road Branch, Central, HK.

ACCOUNT NAME: Asia Jet Partners Holdings Limited

ACCOUNT No #: 808-394548-274

SWIFT CODE #: HSBCHKHHHKH

6. CANCELLATION POLICY

6.1 Cancellation by the Charterer

- Unless otherwise advised, you may cancel this Agreement according to terms described herein:

Amount of notice given prior to departure *	
More than 14 Days	US \$2,500
7 - 14 Days	12.5% of Charter Price
72 hours - 6 Days	25% of Charter Price
24 hours - 71.59 hours	50% of Charter Price
Less than 24 hours	100% of Charter Price

* Date of any positioning-flight is considered as date of departure

- The cost of cancellation, if any, levied by any aeronautical authority (e.g., airports or agents) shall be payable by the Charterer with a 10% handling-fee in addition to clause 6.1a.
- 100% cancellation fee applies to all one way itineraries/routings at the time of signing.

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6.2 Cancellation by Asia Jet or Certificate Holder

Under the safety system followed by the Certificate Holder, it reserves the right to terminate a flight or not commence a flight if the flight is jeopardized, without liability for loss, injury, damage or delay. When a delay is caused by government- regulation or —authority, including the refusal, untimely granting or withdrawal of authorization and permits required for the performance of the Flight (but not arising from the default of Asia Jet or Certificate Holder), mechanical difficulty, war, civil commotion, sickness, strikes or labor dispute, weather conditions, quarantine, acts of God or any event that is unforeseen and from which the occurrence and consequences cannot be prevented or avoided by Asia Jet or Certificate Holder, neither Asia Jet nor Certificate Holder shall be held responsible for such delay or failure to furnish transportation pursuant to booking. Asia Jet shall also not be held responsible for any negligence by a third party engaged in conveying the passengers. Our liability shall in any case be limited to the amount paid by us, and any claim shall be adjudicated in —and governed by laws of—Hong Kong.

7. REFUND

In the event Asia Jet must cancel the Flight—partially or in its entirety—due to non-approval of flight permits, aircraft non-serviceability resulting from mechanical difficulty, safety conditions or any other operational reasons, Asia Jet will refund to Charterer the cost of flight sectors that are cancelled. If an entire Flight must be cancelled for reasons detailed above, Asia Jet will refund the total Charter Price paid by Charterer.

Any refund by Asia Jet shall be made within 10 days after the scheduled departure time of the last flight sector. In the event the cancelled flight can be rescheduled, funds previously paid by the Charterer shall be transferred as payment toward the rescheduled flight.

8. ITINERARY CHANGES

Itinerary changes are permitted, though subject to aircraft- and crew-availability and subject to price adjustment. Notification of changes and/or cancellations must be called into Asia Jet, not simply communicated to crewmembers. In the event of a change to itinerary, this Quotation and pricing shall no longer apply and a new signed agreement (or an email confirming any and all changes) must be received prior to departure, subject to aircraft-/crew-availability, possible rate increase and owner's approval (if required).

9. PARTIAL COMPLETION OF FLIGHTS

If a flight does not reach its destination due to adverse weather or technical-, mechanical- or operational-interruption or Force Majeure, the Charterer agrees to pay charges for the completed portion of the trip. Asia Jet does not guarantee that an alternate aircraft will be available. Asia Jet will make every effort to locate a suitable alternative or return passengers to the point of departure, if required, as soon as is reasonably possible. However, we reserve the right to charge Charterer any resulting costs that Asia Jet may incur, in addition to the Charter Price as shown on the Quotation.

10. OPERATIONAL

Aircraft owned or leased by Asia Jet are operated by Certificate Holder under FAA Part-119 Air Carrier Certificate #W6JA769L. Contracted-aircraft are operated under the respective FAA Part-119 Air Carrier Certificate or equivalent commercial Aircraft Operating Certificate ("AOC") arranged by Asia Jet, in which case Charterer shall hold harmless and indemnify Asia Jet against any and all losses. Operational Control and communication will be maintained solely by the Certificate Holder or contracted-certificate/AOC-holder. Government-issued photo IDs are required for all passengers prior to departure of the initial sector.

11. TRANSPORT AND TRAVEL DOCUMENTS

The Charterer shall complete— or provide necessary information and documentation for—all travel documents and other documents required from time-to-time under applicable law, in such form as Asia Jet may require, as soon as practicable. It is solely the Charterer's responsibility to ensure that properly- and accurately-completed travel documents are delivered for all passengers in accordance with applicable law and that all passengers comply with the provisions of such travel documents necessary for entry/exit including, but not limited to, passports, visas and vaccination certifications.

12. CARRIAGE OF PROHIBITED ITEMS

The Charterer acknowledges his/her accountability in declaring the presence of dangerous or prohibited goods under applicable law for carriage in advance of each flight. The Charterer agrees that, unless written permission has been granted by Asia Jet and relevant governmental authorities, no dangerous or prohibited goods are to be carried. For clarity, the Charterer is accountable for their passengers' actions in this regard.

The Charterer agrees that no forbidden items shall be carried. "Prohibited items" is defined as items listed as not permitted for carriage in the IATA Dangerous Good Regulations (edition number applicable to the time the flight is conducted) and any other substances which, during a flight, present a danger. A summary of items prohibited for carriage onboard and classifications of dangerous goods is attached for guidance. Although every effort has been made to provide information as comprehensively as possible, the attached information acts as a generic guide that is superseded by local authorities' restrictions and amendments.

It is the policy of Asia Jet that each aircraft's Captain is empowered to request and/or conduct security checks and decline the carriage of passengers or goods if he/she considers that it is necessary for the safe and secure conduct of the flight. For additional information, please refer to www.tsa.gov/travelers/airtravel/prohibited/permitted-prohibited-items.shtm.

13. CONTRABAND

You and your agents, guests, passengers or any employee, if applicable, shall not engage in any act— or possess any substance or allow cargo to contain any substance—which may result in the seizure, forfeiture or unsafe operation of an aircraft used in the provision of services herein.

14. INSURANCE

Insurance provisions are available upon request from Asia Jet.



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15. CONFIDENTIALITY

Asia Jet and the Charterer agree to maintain the confidentiality of this Agreement. Asia Jet shall not disclose any information regarding clients, their passengers or departure/destination to any outside source, unless authorized by the Charterer or required by law. For your protection, this includes friends, relatives, co-workers, associates, business partners, etc. Only persons authorized by Charterer are authorized to obtain information regarding a flight.

16. JURISDICTION AND GOVERNING LAW

This Agreement shall be governed by Hong Kong law and Hong Kong Courts have exclusive jurisdiction to determine any dispute which arises in connection with the Agreement, except that Asia Jet will retain the right to refer a dispute to any other court which has jurisdiction and in whose jurisdiction You either reside, have a place of business, maintain a bank account or have assets.

Please initial each page and sign/date below to indicate acceptance of this quote. Your Account Manager will request owner-approval, if required, and contact you upon approval.

Print Name: _____ Signature: _____

Date: _____