

## AVIOSTART LTD- GEN TERMS.

### General Terms & Conditions

#### 1. Definitions

The following terms are to be found in the text of the General terms of carriage, with the meanings given below.

Client – The contractual party that orders the charter flight as stated in the Charter Agreement

Carrier – The company AVIOSTART Ltd. that performs the flight, or another partner named by him.

Parties – The client and the carrier

Confirmation – The Charter Agreement signed by both parties

Flight – The flight as defined in the Charter Agreement with the stated time and place of departure and the time and place of arrival

ICAO – International Civil Aviation Organization

Annex – Additional act to the charter contract, including detailed information about the flights and the flights schedule

#### 2. Applying the General terms of carriage

2.1. The General terms of carriage apply to all flights, the performance of which have been agreed between the client and the company AVIOSTART Ltd., and for which has been issued, and signed by both parties a Charter Agreement, or alternatively where a contract has been entered into for the same purpose.

2.2. For certain specified flights the parties may agree special or additional terms. Such terms, or provisions contained therein take precedence over the General terms of carriage, providing that they have been agreed in writing and signed by both parties. Verbally agreed terms made by the parties are not legally binding.

2.3. Carriage provided by the company AVIOSTART Ltd. is further subject to:

a) Agreement on the unification of transport rules in international aviation (Warsaw Agreement), signed in Warsaw on October 12, 1929; The Warsaw Agreement as amended by the Hague Protocol signed on September 28, 1955 and the additional protocol No. 2 from Montreal (1975) and the additional convention of Guadalajara (1961).

b) The convention for the unification of certain rules relating to international carriage by air (Montreal Agreement), signed in Montreal on 28 May 1999

2.4. Charter flights operated by the company AVIOSTART Ltd. are not subject in any way to the general business terms of the client.

### 3. The aircraft and passengers

#### 3.1. Aircraft

By issuing the Charter Agreement, the carrier thereby guarantees that it will provide an aircraft of sufficient capacity to carry the number of passengers stated in the Agreement, and whose flight will be carried out approximately according to the times stated in the Charter Agreement.

The carrier may at any time substitute another aircraft for the previously agreed aircraft, on the condition that the substitute aircraft are suitable for the agreed transport.

#### 3.2. Passengers

The carrier is obliged to carry only the number of passengers stated on the Charter Agreement, and only those passengers that the client has included on the passenger list.

The carrier will carry a higher number of passengers than stated on the Charter Agreement only in the event that actual circumstances allow for such at the time of departure. A higher number of passengers may result in the flight fare being increased.

The carrier may require passengers to prove their identity.

3.3. All quotes and bookings are subject to the aircraft operating within its weight and balance limitations as specified in the aircraft Flight Manual and the Company Operations Manual . We must be informed in advance of any passengers weighting 108 kg or over or standing 190 cm or over

### 4. Price of the flight, terms of payment and contractual penalties

#### 4.1. The flight fare as stated in the Charter Agreement includes:

- a) All operational costs
- b) Insurance
- c) En route, landing and airport charges
- d) Standard VIP on-board catering

#### 4.2. The flight fare does not include

- a) Passenger transport to and from airports
- b) Visa costs, customs charges and taxes of any description
- c) Additional costs arising from changes requested by the client that are contrary to the flight plan stated in the Charter Agreement
- d) Additional costs arising from any changes that result from the client failing to observe the flight schedule

e) Costs for de-icing or hangar of the aircraft if necessary as a result of poor weather conditions

f) Catering

g) Additional costs occurring as a result of force-majeure

h) Additional insurance as necessary

i) Royalty fee

j) Airport VIP lounge taxes

#### 4.3. Terms of payment

4.3.1. Unless expressly stated otherwise in the Charter Agreement, the flight fare must be paid in full by transferring the total amount owed to the account number stated on the invoice, at the latest, 3 working days before the planned flight, unless otherwise agreed. All bank expenses and commissions pursuant to the payment of flight price are borne by the Charterer

4.3.2. The due date for additional payments, which arise as a result of an increased fare price, is based on the invoice issued.

#### 4.4. Contractual penalties

Unless stated otherwise in the Charter Agreement, in the event of a confirmed flight being canceled, the following contractual penalties will be charged:

Less than 10 but more than 3 days before departure – 25% of the flight fare,

40% of the charter price – if the announcement is received by the CARRIER 72 hours prior the ETD.

50% of the charter price – if the announcement is received by the CARRIER 48 hours prior the ETD.

75% of the charter price – if the announcement is received by the CARRIER 24 hours prior the ETD

Cancellation after part of the program has commenced or no show – 100% of the flight fare

f) The flight will be cancelled without any cancellation fees being paid by each of the parties in case of not granting of the necessary permissions for overflying and landing by the corresponding authorities.

g) The CHARTERER will pay the CARRIER a tax of EUR 350 /three-hundred and fifty euro/ for each change in schedule or routing.

h) For each additional passenger the charterer will pay the carrier EUR 400 /four-hundred euro/ per leg. The amount includes the VIP LOUNGE one way plus the catering for the new passenger.

#### 5. Flight schedule, flight cancellation and refusal of carriage

5.1. The carrier will carry out the flight according to the journey sections and times as stated in the Charter Agreement, unless the carrier and client have expressly agreed otherwise, and providing that circumstances such as those given in paragraphs 5.3 or 5.4 do not arise.

5.2. The client must take into consideration, that if the travelers do not appear in time for departure according to the agreed flight schedule, then such a delay may have an effect on the subsequent flight

being carried out. Despite the fact that the carrier will make every effort to ensure that the original flight schedule is honoured, operational circumstances or service limits of the crew may mean a resulting significant deviation from the schedule, or even the cancellation of the flight or flights. The client will at the same time bear any costs arising from a delayed or canceled flight.

In the event that passengers do not appear in time for the planned departure of the first journey section or subsequent journey section and where the carrier receives no information from the client up to 3 hours after the planned departure time, the carrier reserves the right to cancel the flight and charge a contractual penalty amounting to the full flight fare. At the same time, the carrier bears no responsibility for any costs or damages whatsoever, which in this connection are incurred by the client.

### 5.3. Force majeure

The carrier reserves the right to cancel, abandon, divert, postpone or delay the flight or any journey section thereof, if the said flight or journey section is not possible to carry out for reasons which the carrier is unable to influence. Such reasons include though are not limited to force majeure, meteorological conditions, strikes, revolts, embargoes, wars, hostile actions or unrest and their direct or indirect consequences, regardless of whether such acts are real, threatened or merely reported.

If such a cancellation or shortening of the flight occurs for reasons stated in this paragraph, the total flight fare will be reduced by the price of the journey section or parts thereof which were canceled.

### 5.4. Flight cancellation and refusal of carriage

#### 5.4.1. Flight cancellation by the carrier

The carrier reserves the right to cancel a flight, if the client has breached the terms agreed in the Charter Agreement or of the General terms of carriage. In the event that a flight is cancelled in accordance with this paragraph a contractual fine is to be administered in accordance with paragraph 4.4.

The carrier and the flight commander in charge of aircraft and responsible for carrying out the flight may cancel the flight due to security, safety or technical reasons, or may decide to land at an alternate airport.

#### 5.4.2. Refusal of carriage

The carrier has the right to refuse carriage to any passenger, baggage item or cargo, if by such carriage the safety of the aircraft might be threatened, or statutory regulations and provisions breached.

#### 5.4.3. Flight cancellation by the client

The client has the right to cancel the flight before it commences if for reasons of force majeure it is not possible to go through with the flight in the manner agreed in the Charter Agreement. In such an event the contractual penalty stipulated in paragraph 4.4 will not apply. The client must inform the carrier on the cancellation of a flight in writing.

## 6. Carriage and travel documents

### 6.1. Issuing of carriage documentation

6.1.1. The Charter Agreement, issued by the carrier and signed by both parties serves as carriage documentation, or alternatively the carrier may issue flight tickets.

6.1.2. The client is obliged to deliver to the carrier sufficiently in advance of the flight a passenger list, which also includes any additional information on possible unusual baggage items. When cargo is carried the client is obliged to deliver a cargo list to the carrier (specification), as well as other possible cargo documentation.

## 6.2. Travel documents

The client is responsible for ensuring that all passengers have with them valid travel documents, including the necessary entrance visas and permits. They are also responsible for ensuring that passengers meet customs regulations, health requirements and other requirements, which apply when entering the territory of the destination state. The client bears responsibility for all costs and damages arising due to passengers not having the necessary documents or who do not meet the requirements demanded.

## 7. Baggage and cargo

### 7.1. Baggage

7.1.1. The carrier will make every effort to transport the baggage of the client providing that such effort is permissible with respect to the safety of the flight, the capacity of the aircraft and the current regulations. In the event that there exists any doubt whatsoever as to the possibility of transporting baggage, the client should consult the carrier.

7.1.2. The weight limit for transported baggage is 13kg plus 6kg hand baggage for each passenger. The transportation of baggage that exceeds this limit must be expressly agreed to by the carrier and must be stated in the Charter Agreement.

### Baggage Restrictions

To ensure that all passenger baggage is carried on each flight and no baggage is left behind at the airport, please adhere to the following baggage limitations.

### Max Dimensions

Width Height Length

68 cm 57 cm 100 cm

26.8 inches 22.5 inches 39.4 inches

Note: Maximum 7 suitcases with maximum dimensions :60cm / 39cm / 25cm Please note that there may be occasions when due to the number of passengers, total baggage weight may be restricted.

Please confirm available baggage weight with a AVIOSTART Ltd. representative when booking your flight.

Please note that certain items are not permitted for carriage onboard AVIOSTART Ltd. aircraft, or restrictions may limit their carriage.

7.1.3. The carrier will refuse all baggage the transport of which is prohibited by law, or regulations, or which may endanger the safety of the aircraft or passengers. This provision concerns mainly weapons and dangerous goods in accordance with ICAO provisions.

7.1.4. The carrier does not carry animals, unless expressly agreed in the Charter Agreement.

## 7.2. Cargo

7.2.1. When carrying cargo the client bears all responsibility and costs for loading and unloading of the aircraft.

7.2.2. The client is obliged to ensure that

- a) The transported cargo or baggage does not contain items or substances which may endanger the aircraft or the carried passengers and crew, or items or substances the transportation of which is in contravention of the law;
- b) The transported cargo or baggage are suitable for carriage by air and are appropriately packaged;
- c) Without prior written agreement no animals whatsoever will be carried.

## 8. Liability of the carrier

8.1. The carrier is liable only for damages occurring during carriage itself, rising to a maximum sum corresponding to the amount of demonstrable damages.

8.2. Limited liability:

- a) The carrier does not bear responsibility for damages brought about by a third party;
- b) The carrier is not liable for damages and non-fulfilment of agreed terms caused by (i) force majeure, (ii) weather conditions which for safety reasons render the flight impossible; (iii) circumstances whether direct or indirect that result from the regulations or activities of the authorities; (iv) circumstances over which the carrier has no influence;
- c) The carrier is not liable for damages and non-fulfilment of agreed terms caused by the fact that the relevant authorities have not issued it with the necessary permits (e.g. overflight and landing permits), providing that permission was sought in time and in the proper manner on the basis of documents submitted by the client;
- d) The carrier will not settle any claims which may arise due to reasons of passenger, baggage or cargo delays caused by landing at an alternative airport, with an exception made in such cases where claims arise as a result of the gross negligence or willfulness of the carrier;
- e) The carrier will not settle claims or reimburse costs or expenses of whatever description, where compensation is claimed by the client, or persons having any kind of relation to the client, as a result of the performance or non-performance of the agreed terms of the charter flight, with the exception of such cases where claims or costs have arisen as a result of the gross negligence or willfulness of the carrier;

f) The carrier bears no responsibility for indirect or subsequent damages caused for any reason whatsoever, especially for reasons of delay due to technical causes.

8.3.1. The carrier is not liable for damages where it can demonstrate that it has taken all available measures in order to prevent damage, or that it was unable to make use of such measures.

8.3.2. Limited liability is by analogy conferred upon the employees and representatives of the carrier. The total level of compensation provided by the carrier will not be greater than the total liability limit of the carrier.

#### 8.4. Liability of the client

8.4.1. The client is obliged to observe the terms of the charter flight, even in such cases where it is only acting as an intermediary.

The client is responsible for all damages on the aircraft caused by its employees, representatives, agents or travellers.

8.4.2. If there occurs any injury to a transported person or damage to a transported item of baggage, the client is obliged to immediately inform the carrier, at the very latest immediately following the termination of the flight. The client is obliged to report damage to cargo at the latest upon delivery. Should the carrier not be promptly informed, it is not liable for compensation for damages.

#### 8.5. Liability for damage to baggage

8.5.1. The carrier is liable for the delay, damage, destruction or loss of baggage in accordance with the provisions of the Warsaw Convention and its supplementary protocols and treaties.

8.5.2. The carrier is not liable for the loss or damage to fragile items, items or goods subject to rapid decay, jewellery, precious metals, money, stamps, stocks and bonds, business documents, medicines, keys, travel and other personal documents as well as samples and other items that have been placed in baggage, regardless of whether the carrier was informed or not, with an exception made in such cases where damage is a result of the gross negligence or willfulness of the carrier.

8.5.3. The carrier is not liable for damages caused by items inside passenger baggage, except in such cases where damage is a result of the gross negligence or willfulness of the carrier. Should such item cause damage to the baggage of another passenger or to the property of the carrier, then the bearer of the baggage is obliged to compensate the carrier for damage and costs thereby arising.

#### 8.6. Liability for damage to transported goods

8.6.1. The carrier is not liable to the consigner of goods or any other third party for damage to goods caused by, or resulting from, transportation and related services, providing it is not demonstrated that the damage arose as a result of the gross negligence or willfulness of the carrier. The carrier is also not liable for damages to goods in such cases where it is shown that additional factors on the part of the consigner, recipient, or any other third party involvement have contributed to the damage.

8.6.2. The carrier is liable for damages to transported goods only up to the value of the goods declared in the cargo list. If a cargo list is wanting, then the carrier is liable for damages in accordance with the

laws and provisions as stated in paragraph 2.3. Compensation for damage in such circumstances is subject to the demonstrable value of the goods.

8.6.3. Should the recipient (or other persons authorized to take charge of goods) receive an incomplete delivery, or only part of such a consignment, or if only a part of the delivery is damaged or destroyed, the carrier will compensate damage only for such parts, corresponding proportionally to the weight ratio between the damaged and undamaged parts of the consignment, without regard to the value and content of the damaged parts themselves.

8.6.4. The carrier is not liable for damages to goods or for their destruction if this has been caused by any item contained within the consignment itself. The consigner, owner, and recipient of goods who damage or destroy other goods or the property of the carrier are liable to compensate the carrier for damages and costs thereby arising. Goods, which endanger the aircraft, persons or property can be removed from the transport or destroyed by the carrier without prior notification or subsequent liability.

8.6.5. Goods which decline in quality or which become subject to rapid decay as a result of changes in climate, temperature or height above sea level or as a result of other unusual conditions or the result of the time or season of transportation, will be accepted for air carriage but liability will not be assumed for any worsening of quality or decay.

## 9. JURISDICTION

9.1. All disputes arisen from improper interpretation or unfulfilled of this Contract shall be solved in a friendly manner, by means of direct discussions between the contracting parties.

9.2. If in a period of 15 /fifteen/ days of the arise of the dispute, both parties do not come to an agreement or have not organized discussions for its friendly solution, the Court of Sofia, competent as regards the subject matter, shall have exclusive jurisdiction.