

1. Petter Solberg Aviation is responsible for providing aircraft equipped, manned and insured according to the requirement of the Swedish Civil Aviation Authorities and with a valid Certificate of Airworthiness.
2. The carriage of passengers and/or goods according to this agreement shall be subject to the rules and regulations of the Montreal Convention of May 28, 1999, which is implemented in the Community by Regulation (EC) No2027/97(as emended by Regulation (EC) No889/2002) and the national legislation of the Member states and wherever applicable, the Warsaw Convention of October 12, 1929, including later amendments.

In the carriage of persons, baggage and goods the liability of the carrier is limited to the following amounts:

- a) Passengers (delay) : 4.150 SDR per passenger.
- b) Baggage/Hand luggage (destruction, loss, damage, delay) : 1.000 SDR per passenger.
- c) Cargo (destruction, loss, damage, delay) : 17 SDR per kilogram.

CHARTERER IS RESPONSIBLE FOR INFORMATION TO ALL PASSENGERS AND OR SHIPPERS ABOUT THESE LIMITATIONS.

3. Charter price includes all costs in connection with the flight(s) unless otherwise agreed and specified under the Special Conditions of this Agreement. Petter Solberg Aviation is entitled to utilize any unused part of the chartered space and/or payload without any refund to Charterer.

Petter Solberg Aviation has the right to utilize any flight which according to this Agreement has been contracted as an empty leg. Such utilisation shall not entitle Charterer to any refund.

4. Petter Solberg Aviation may, if compelled by circumstances, and without any change of the charter price, provide substitute carrier or aircraft for the performance of the contracted flight. Such carrier or aircraft shall, however, as far as possible be of similar standard and Petter Solberg Aviation shall at the earliest possible moment notify Charterer of such substitution. If a substitute Aircraft can not be found Petter Solberg Aviation shall only compensate the Charterer for the non performed flight with a sum equivalent to the Charter Price according to this contract.

5. Petter Solberg Aviation is not responsible for any costs arising through passengers interrupting or rejecting carriage due to intervention of immigration authorities, recommendations by certified physicians or for similar reasons, nor is Petter Solberg Aviation responsible for transportation of such passengers for the remainder of the journey.

6. Petter Solberg Aviation may at any time divert, postpone or cancel any flight under this Agreement in the event that the flight cannot be performed or completed due to riots, strikes, lockouts, civil commotion existence apprehension or imminence of war, blockade, embargo, acts of governmental authorities including civil aviation authorities, fire, meteorological conditions, epidemic quarantine, requisition of aircraft or any similar cause beyond the control of Petter Solberg Aviation or if safety of passengers, cargo, aircraft or crew is reasonably deemed to be in jeopardy by the captain of the aircraft or Petter Solberg Aviation operational supervisors.

7. If Petter Solberg Aviation suspends a flight for reasons as mentioned in § 6, Petter Solberg Aviation shall be under no obligation of liability to Charterer except to refund him any possible prepaid amount for the flight in question.

8. If Petter Solberg Aviation is compelled by force as mentioned in § 6 to discontinue a flight in course, Charterer shall pay only for the distance covered. Petter Solberg Aviation shall thereafter be under no liability to Charterer or his passengers for costs arising in connection with accommodation, meals or transportation for the remainder of the journey.

9. In no case shall Petter Solberg Aviation be liable for any costs incurred by Charterer after arrival at destination.

10. Charterer shall indemnify and hold harmless Petter Solberg Aviation for any claims from passengers, shippers or other persons, should such claims arise from cancellations, postponements or delays of flights caused by force majeure or as a result of Charterer's order.

11. The captain of the aircraft is at any time entitled to refuse embarkation of passengers and/or goods if such a step in his judgement is required by the circumstances.

12. Petter Solberg Aviation personnel is authorised to follow orders from Petter Solberg Aviation only.

13. If Charterer cancels the contracted flight(s) a Cancellation Fee shall be paid by Charterer specified under the cancellation terms. The fee is due immediately upon receipt of invoice.

14. In case of delayed payment, of any kind, interest will be charged at a rate per annum of STIBOR +10%.

15. This agreement shall be governed by and construed in accordance with Swedish law and any dispute arising out of this Agreement shall be referred to arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce ( SCC). Such proceedings shall take place in Stockholm using the Swedish language.

Place/Date .....

Place/Date .....

Sign .....

Petter Solberg Aviation

Sign .....

Charterer

<b>Condition of payment:</b>	According to invoice sent separately
<b>Passenger taxes:</b>	Included, 6% VAT added for domestic flights within Sweden
<b>Special conditions:</b>	Non Smoking Aircraft Charter price does not include any extra opening fees and is subject to slot coordination by the air traffic control
<b>Baggage:</b>	More baggage than 6kg per person must be prenotified and might not be accepted due to load limitations.
<b>Catering:</b>	Standard.
<b>Cancellation terms:</b>	1) If cancelled more than 10 days before departure, a cancellation fee of 10 % of the charter price will be charged. 2) If cancelled between 10 and 3 days before departure, a cancellation fee of 25 % of the charter price will be charged. 3) If cancelled less than 3 days before departure, a cancellation fee of 50 % of the charter price will be charged.
<b>No show:</b>	If passengers are no show at contracted departure time, Petter Solberg Aviation has the right to depart on the contracted departure time without passengers.
<b>Signing and returning:</b>	This Air Charter Agreement, and possible Declarations, shall be duly signed and returned to the Carrier in respectively one and two copies as soon as possible. If not, the Carrier will be entitled to dispose the aircraft for any other commitments, without any notice to the Charterer, and the Charterer will be liable to terms set forth in cancellation terms to this Agreement. Details about pax/cargo must be forwarded to the Charterer as soon as possible and not later than 3 days prior to flight.

By signing this Air Charter Agreement, the Carriers General Conditions are accepted and the Charterer confirms adherence to all regulations laid down by the appropriate Public Authorities, and agrees to indemnify the Carrier all claims, fines, expenses, costs, etc. in case of violations on the Charterer, passengers or shippers, and/or any steps taken by the Carrier to prevent violation.

Place/Date .....

Place/Date .....

Sign .....

Petter Solberg Aviation

Sign .....

Charterer

## 15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

- 15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

- 15.1.1 The following recital shall be added:

Petter Solberg Aviation Hovby Airport SE53192 Lidköping Sweden (hereinafter ("**PS Aviation**") has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which PS Aviation, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both PS Aviation and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and PS Aviation in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."

- 15.1.2 The following definitions shall be added:

"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;

"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from PS Aviation for an itinerary of his/her specification."

- 15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These PS Aviation's Standard Terms and Conditions and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. PS Aviation and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

- 15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to PS Aviation shall be collected from [Charterer(s)] by Victor and paid to PS Aviation pursuant to payment terms agreed under separate cover by Victor and PS Aviation. For the avoidance of doubt, no charter payments shall be payable by the [Charter(s)] directly to PS Aviation.

- 15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between PS Aviation and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and PS Aviation as the case may be.

- 15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from PS Aviation through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

**Petter Solberg Aviation**  
**Hovby Airport**  
**SE53192 Lidköping**  
**Sweden**

By: \_\_\_\_\_



Name: Mats Ferm

Title: Owner/Flight Operations Manager

Date: 2011-07-04