

Charter Jets, UAB – Terms and Conditions

1. SUBJECT OF CONTRACT

1.1. Performance of air charter flight for the route agreed.

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

2.1. The Carrier undertakes:

2.1.1. To provide the Customer with aircraft and crew necessary for the Charter flight

2.1.2. Date and schedule of the Charter flight may be amended only against mutual written arrangement between the parties attached hereto and making the integral part of the present Contract from its signature day.

2.1.3. To transport by the Aircraft number of passengers that is indicated in the Contract. Each passenger is allowed to carry no more than 20 (twenty) kilograms of registered luggage and no more than 5 (five) kilograms of hand luggage.

2.1.4. Business class cold meals, hot meal, refreshment drinks and alcohol beverages shall be served during the Charter flight.

2.2. Carrier's rights:

2.2.1. In case of necessity, to substitute the aircraft type without altering other terms and conditions of the Contract.

2.2.2. To refrain from executing the Charter flight if the Customer fails to discharge or improperly discharges his obligations stipulated in Clauses 3.1 and 3.2 hereof or there are other grounds for non-execution of the Charter flight indicated in the Agreement.

2.2.3. To prevent transportation of cargo in the Charter flight without suitably issued Air Waybill (AWB) in the Aircraft.

2.2.4. To prevent transportation of passengers in the Charter flight having no valid passports, visas, insurances and/or other necessary travel documents.

2.2.5. Should the Carrier reasonably consider that the passenger or cargo consignor violates or may violate the requirements stipulated or related to permits or approvals issued by foreign states for the Charter flight, the Carrier shall be entitled in refusal to carry such passenger or cargo, and shall not be liable for such refusal.

2.3. The Customer undertakes:

2.3.1. To plan the amount and volume of passengers, cargo and luggage without exceeding the Carrier's limitations stipulated in Clauses to 2.1.1, 2.1.3 hereof, and other Clauses.

2.3.2. To pay in time all payments stipulated in the present Contract.

2.3.3. To cover the expenses for Customer's cargo (if any) handling and servicing in Vilnius and destination airport, not included into the Charter flight Price. The invoice shall be issued after the flight on the basis of factual expenses.

2.3.4. To submit a list of his passengers of the Charter flight to the Carrier no later than 1 (one) day before the Charter flight (by fax No (+370 5) 2644747, or e-mail cj@hermis.lt). This list of passengers confirmed by the Carrier shall be treated as a ticket unless the Carrier issues a separate ticket for each passenger.

2.3.5. To ensure that the Charter flight passengers check-in for the Charter flight at Vilnius or destination airport no later than prior 1.5 hours to the scheduled Charter flight. To avoid ambiguity, for the purposes of present Clause of the Contract, the Customer shall notify passengers that if they

are late to the Charter flight, the Carrier shall perform the flight on time specified in Clause 1.2. If the flight is delayed due to Customer's fault, the Customer shall compensate the Carrier for the resulting losses.

2.3.6. To comply with all flight safety-related instructions of the Aircraft captain, and refrain from any claims in respect to damages to the Carrier as a result of non-compliance with such instructions. To avoid ambiguity, for the purposes of implementation of the present Clause of the Contract, the Customer undertakes to duly notify the passengers that they must adhere to all flight safety-related instructions of the Aircraft captain (otherwise they shall compensate Carrier for his resulting losses), and that the Carrier shall not be liable for losses of passengers related to the unimplementation of such safety instructions of the Aircraft captain.

2.3.7. The Carrier undertakes to duly notify the passengers that they have to compensate the losses of the Carrier in a reserve airport if during the flight the Aircraft has to land in a reserve airport due to the Customer's fault (including but not limited to improper behaviour of Customer's passengers during the Charter flight, or if the Customer exceeds the limitations set forth by the Carrier in Clauses 2.1.1, 2.1.3 and other Clauses and that will prevent the Carrier from direct execution of the Charter flight according to the present Contract).

2.3.8. To compensate the Carrier 50% (fifty percent) of his expenses in a reserve airport should the Aircraft have to land in a reserve airport due to force majeure circumstances.

2.3.9. To prohibit transportation of cargo by aircraft without a properly issued Air Waybill (AWB), or transportation of a passenger who is not in the passengers list, and/or of passenger luggage if it fails to meet the requirements for luggage.

2.3.10. To ensure that all data specified in cargo or passenger's, or luggage transportation documents is correct, and that all documents are properly and legally issued.

2.3.11. To adhere to the Carrier's transportation terms. The Customer confirms that he is aware of these terms upon concluding the present Contract. To avoid ambiguity, for the purposes of present Clause of the Contract, the Customer undertakes to duly introduce passengers and cargo consignors to the Carrier's transportation terms prior to the Charter flight.

2.3.12. To be liable against the passengers for their transportation on the agreed date, time and itinerary until the Customer pays in full to the Carrier for the Charter flight.

2.3.13. To ensure and guarantee that during the check-in of the Charter flight the passengers will comply with all instructions and requirements of Vilnius and destination airports and of the Carrier. To avoid ambiguity, for the purposes of present Clause of the Contract, the Customer undertakes to duly notify the passengers that, failing to comply with all instructions and requirements of Vilnius and destination airports and of the Carrier during the check-in, they shall compensate for the resulting Carrier's losses.

2.3.14. To adhere to travel requirements of the Republic of Lithuania and other countries being the state of arrival, destination or transit, or otherwise related to the Charter flight, including, but not limited to the requirement to have suitable and valid passports, visas, vaccination certificates, insurances and other documents that may be required by the respective institutions of arrival or destination states according to the applicable legal acts. To avoid ambiguity, for the purposes of present Clause of the Contract, the Customer undertakes to duly notify the passengers that, failing to adhere to travel requirements of the Republic of Lithuania and other countries being the state of

arrival, destination or transit or otherwise related to the Charter flight, to have suitable and valid passports, visas, vaccination certificates, insurances and other documents that may be required by the respective institutions of arrival or destination states according to the applicable legal acts, they shall compensate for the resulting Carrier's losses. If the Customer fails to properly notify his passengers and/or fails to submit justifying documents to the Carrier, the Customer shall compensate for resulting Carrier's losses.

3. PRICE AND PAYMENT TERMS OF THE CHARTER FLIGHT AND OTHER SERVICES

3.1. Price of the Charter flight:

3.1.1. If the actual number of the flight passengers is reduced, the Price shall not be subject to alterations, unless otherwise agreed by the Parties.

3.1.2. The Price of Charter flight does not include expenses of Customer's cargo handling and servicing in Vilnius and destination airports, as well as the expenses for de-icing fluid. The invoice for these additional services of Charter flight will be issued after the flight on the basis of actual expenses.

3.2. Payment terms:

3.2.1. The Customer undertakes to pay to the Carrier the Price specified in Clause 3.1.1 no later than two days prior to the departure of the first flight.

3.2.2. The Customer undertakes to reimburse to the Carrier the costs for additional services of Charter flight on the basis of actual expenses, no later than within 4 (four) days after receipt of invoice submitted by the Carrier. The above invoice for additional services of Charter flight shall include losses, expenses, fines and other additional taxes (if any) occurring during the flight that must be payable by the Customer according to the terms and conditions of the Contract.

3.2.3. The Customer undertakes to pay to the Carrier the interest in the amount of 0.02 % (two hundredths of percent) of the unpaid amount for every day of default of his payment obligations hereunder.

3.2.4. The Customer undertakes to transfer all payments to the bank account indicated by the Carrier.

4. CANCELLATION, NON-PERFORMANCE OF CHARTER FLIGHT

4.1. The Customer is entitled to cancel the Charter flight according to the present Contract, by notifying the Carrier in writing and paying the fine for such cancellation in the following amounts:

Number of hours remaining to the departure time specified in Sub-clause a) of Clause 1.2 herein	Amount of fine calculated as a percentage of the Price specified in Clause 3.1.1 herein
No less than 120 hours	20 %
From 96 to 120 hours	30 %
From 72 to 96 hours	40 %
From 48 to 72 hours	60 %
From 24 to 48 hours	80 %
Less than 24 hours	100 %

5. FORCE MAJEURE

5.1. The party shall be relieved from liability for its failure to implement the Contract, provided it proves that the Contract was not performed due to circumstances beyond its control, and that could not be reasonably foreseen on the moment of concluding the Contract, and that the party was unable to prevent such circumstances or their consequences (e.g. meteorological conditions making flight impossible, or forcing the aircraft to land in reserve airport, failure to obtain flight permissions from competent institutions, epidemics, wars, revolutions etc.).

5.2. The Contractual party shall notify another party without delay in writing of *force majeure* circumstances and their effect on Contract performance.

6. APPLICABLE LAW, RESOLUTION OF DISPUTES AND DISAGREEMENTS

6.1. Law of the Republic of Lithuania shall be applicable to the conclusion, performance and interpretation of the Agreement.

6.2. All disputes and disagreements in relation to the present Contract shall be settled by way of mutual negotiations between the parties.

6.3. Failing to settle a dispute or disagreement between the parties by way of negotiations within 10 (ten) calendar days from the day of written application of one party to another party regarding the dispute or disagreement, it will be settled by the court of the Republic of Lithuania according to the legislation of the Republic of Lithuania in effect.

7. MISCELLANEOUS

7.1. The Contract shall be valid from the day of its conclusion, and until the discharge of all obligations herein.

7.2. The Contract shall be governed by the law of the Republic of Lithuania.

7.3. The Contract may be amended, supplemented only by written agreement between the parties. Such amendment, modification or supplement to the Contract shall be valid and make an integral part hereof provided it is signed by authorized representatives of the parties.

7.4. The parties shall be liable for non-performance, improper or partial performance of their Contractual obligations according to the order specified in legislation of the Republic of Lithuania.

7.5. The parties undertake to treat confidentially all information related to the Contract and parties hereto, and to take all necessary endeavors and actions to ensure its safety and non-disclosure of its contents to third parties not specified herein, with the exception of cases provided for in legislation of the Republic of Lithuania.

7.6. The present Contract is made in two copies in English, one copy for each party to the Contract. Both copies have equal legal effect.

8. LEGAL ADDRESSES AND PARTICULARS OF CONTRACTUAL PARTIES:

CARRIER:

„Charter Jets“ UAB

Code: 302001545

VAT payer code LT100004804210

Seat address: A.Tumėno 4, LT-

01109 Vilnius, Lithuania

Tel.: +370 5 264 4744

Fax: +370 5 264 4747

Bank account No.: LT80 7300 0101

1706 8110

Bank: AB bankas "Swedbank"

Bank code: 73000; SWIFT: HABA

LT22