

## STANDARD TERMS AND CONDITIONS FOR THE CHARTER OF AN AIRCRAFT

### 1. Definitions

In these terms and conditions the following expressions shall have the following meanings:

The Agreement: Any contract between the Carrier and the Charterer for the charter of the Aircraft from the Carrier.

The Aircraft: Any aircraft which the Charterer has agreed to charter from the Carrier.

The Captain: The Captain of the Aircraft.

The Carrier: Elit'Avia Ltd.

The Charterer: Any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier.

Charter: The flight(s) described in the Flight Schedule.

Charter Price: The price for the Charter as set out in the Carrier's quotation and amended by the Carrier's written confirmation of the Charterer's booking.

Flight Schedule: The Flight Schedule are set out in the Carrier's confirmation of the Charterer's booking.

### 2. Application of Terms

2.1 These terms and conditions shall apply to all contracts for the charter of Aircraft from Elit'Avia Ltd. and shall be to the exclusion of all other terms and conditions (including any terms or conditions which the Charterer purports to apply under any order, confirmation of order or other document).

2.2 Each order or acceptance of a quotation for the charter of an Aircraft shall be subject to these terms and conditions.

2.3 No order by the Charterer shall be deemed to be accepted by the Carrier until written confirmation of the order is issued by the Carrier.

2.4 The term of validity of any quotation or offer shall be indicated on the quotation of offer. Where a validity term is omitted all quotations or offers are open for acceptance for 48hours from date of issue and subject to aircraft prior booking and other indicated conditions at time of reservation.

### 3. Aircraft and Crew

3.1 The Carrier shall provide for the Charterer's sole use the Aircraft, manned and equipped for the performance of the Charter as specified in the Carrier's quotation and in the Flight Schedule.

3.2 The Carrier reserves the right to charge for any auxiliary services not specified in the Flight Schedule.

3.3 The Charterer shall ensure that the Flight Schedule is complete and accurate.

#### **4. Substitution of Aircraft**

- 4.1 In the event that it is unable to perform any part of the Charter the Carrier shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft.
- 4.2 To the extent that such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of an alternative carriage.

#### **5. Captain's Discretion**

- 5.1 The Captain shall have absolute discretion:
- 5.1.1 to refuse any passenger(s), baggage or cargo.
- 5.1.2 to decide what load may be carried on the Aircraft and how it shall be distributed.
- 5.1.3 to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

#### **6. Loading and Packing**

- 6.1 Subject as otherwise provided in these terms and conditions loading and unloading of the Aircraft shall be at the expense of the Carrier.
- 6.2 The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of the Carrier and Elit'Avia's Regulations, a copy of which is available for inspection at the offices of the Carrier.
- 6.3 Charges for ground transportation, warehouse handling, warehouse and customs clearance shall be at the expenses of the Charterer.

#### **7. Charter Price**

- 7.1 The Charterer shall pay promptly to the Carrier the Charter Price immediately on receipt of the Carrier's invoice unless a different credit period had been agreed in writing by the Carrier.
- 7.2 All payments shall be made in Euros without any deduction, set-off, counterclaim, discount, abatement or withholding whatsoever.
- 7.3 Time for payment shall be of the essence.
- 7.4 The Carrier shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the Carrier to payment in accordance with the provisions of condition 15.
- 7.5 If the Charterer fails to pay the Carrier any sum pursuant to the Agreement the Charterer shall be liable to pay interest on the amount for payment due at the rate of statutory default interest accruing on a daily basis until payment is made.

## **8. Additional Costs / not included in Charter price**

8.1 Fuel and Insurance Surcharges, VIP-Terminal, de-icing of aircraft, limo-services, SATCOM services and special catering requests such as caviar and special wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to the Carrier by the Charterer.

8.2 Any attached quotation is based upon the flight only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, enlarged or second flight crew will be needed and invoiced separately. Such changes in the flight schedule or routing, which exceed the maximum crew duty time and the Carrier's ability to execute the changed flight schedule are always subject to availability of additional crew. Charterer acknowledges that if the Carrier has to use an enlarged or second flight crew, then there might be crew in the cabin during the flight and the crew rest area might be separated with a curtain / cabin divider.

8.3 Smoking may be prohibited on the Carrier's flights depending on the individual aircraft. Additional costs for cabin cleaning will be charged to Charterer when smoking is permitted.

## **9. Animals**

If animals may be prohibited on the Carrier's flights depending on the individual aircraft. It is the Charterer's responsibility to notify the Carrier if any animals are to be carried in sufficient time to make appropriate arrangements for such carriage. Charterer will be required to provide suitable and approved carriage container for such animal and will at all times be responsible for any damage or effect that the carriage of such animal creates.

## **10. Carrier's Protection Against Increased Cost**

If there is any increase after the date of the Agreement in security costs, aviation insurance premiums, fuel, oil, landing and airport fees, air traffic control and air navigation charges, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Charter, the Carrier shall be entitled to increase the Charter Price accordingly.

## **11. Taxes and Charges**

Unless expressly included, the Charter Price does not include any taxes including, without limitation, VAT duties, levies or charges assessed or imposed by any taxing or airport authority directly upon the execution or performance of the Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand. If any such taxes, fees or charges change or new taxes, fees or charges are imposed after the Carrier has issued an invoice the Charterer will pay any increase immediately on receipt of the invoice.

## **12. Non-performance or Delays**

If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 20 minutes before the scheduled departure time, the Charter Price shall remain payable and the Carrier may at its discretion and without any liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to two and a half hours flying at the current charter rate for the Aircraft.

### **13. Departure from Flight Schedule**

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

### **14. Diversions**

If for any reason beyond the Carrier's control the Aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the Aircraft lands at that other destination.

### **15. Cancellation**

15.1 In the event of a cancellation of the Charter by the Charterer or any part of it, the Carrier shall be entitled to receive, as liquidated damages not a penalty, the following:

15.1.1 20% of the charter price with immediate effect

15.1.2 30% of the charter price if the flight is cancelled 72 hours prior to departure

15.1.3 50% of the charter price if the flight is cancelled 48 hours prior to departure

15.1.4 75% of the charter price if the flight is cancelled 24 hours prior to departure

15.1.5 100% of the charter price if the flight is cancelled less than 24 hours prior to departure

### **16. Liability of Carrier**

16.1 The following provisions set out the entire financial liability of the Carrier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Charterer in respect of:

16.1.1 any breach of these terms and conditions;

16.1.2 any representation, statement, or tortious act or omission including negligence arising under or in connection with the Agreement.

16.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Agreement.

16.3 Nothing in these terms and conditions excludes or limits the liability of the Carrier:

16.3.1 for death or personal injury caused by the Carrier's negligence; or

16.3.2 for fraud or fraudulent misrepresentation.

16.4 Subject to conditions 16.2 and 16.3:

16.4.1 the Carrier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Charter Price;

## **17. Liability of Charterer**

The Charterer shall indemnify the Carrier against all claims, liabilities, costs and expenses (including legal fees and costs) in respect of any liability of the Carrier to third persons (including but not limited to passenger, consignors, or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any act or omission of the Charterer its servant or agents or any passenger carried with the authority of the Charterer.

## **18. Tickets**

The Carrier shall be responsible for the issue of all necessary passenger tickets, baggage checks and air way bills and the Charterer shall give to the Carrier in good time all information and assistance required to complete such documents. The Carrier at all times shall keep the Charterer indemnified against all reasonable liabilities, claims, costs and expenses which result from failure to issue a passenger ticket, baggage check or air way bill. Provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the Charterer will effect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities costs and expenses which result from any failure by the Carrier to effect such delivery.

## **19. Laws and Regulations**

19.1 The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all carriage regulations of the Carrier and all customs, police, public health and other laws and regulations which are applicable in the countries in which the flight originated, landings are made or over which flights are made.

19.2 The Charterer warrants that all passengers will hold all necessary passports, visas, health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in and in the event that the local authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the Carrier upon demand.

19.3 The Charterer will repay to the Carrier all fines, detention costs and other charges. If the Carrier has to pay any fine, penalty, fees or charges (such as detention costs) because the Charterer, its servants, or agents or any passenger carried with the authority of the Charterer has failed to obey any laws or regulations, or other travel requirements of the country to which the Aircraft has flown or to produce the necessary documentation needed by that country, the Charterer will repay the amount that has been paid by the Carrier as a result.

19.4 The Charterer agrees to provide to the Carrier in a timely manner, and no later than 2 hours prior to departure, the full name and passport details for all passengers and any other information required by the local authorities for approving such flight. Failure to provide such information in a timely manner shall be legitimate grounds for the Carrier to delay or cancel the flight without compensation or reimbursement of the Charter price in accordance with the provisions of condition 15.

## **20. Personal Information**

20.1 The Charterer recognises that personal data has been given to the Carrier and that the Carrier may use the personal information provided for the purposes of:

20.1.1 booking the Charter, issuing passenger tickets, providing the Charterer with any relevant services and facilities;

- 20.1.2 accounting, billing and auditing;
- 20.1.3 checking credit or other payment cards;
- 20.1.4 security, immigration and entry procedures;
- 20.1.5 administrative and legal purposes;
- 20.1.6 statistical analysis;
- 20.1.7 ensuring compliance with legal regulatory obligations applicable to the Carrier;
- 20.1.8 systems testing, maintenance and development;
- 20.1.9 customer relations;
- 20.1.10 assisting in any future dealings with the Charterer.
- 20.1.11 direct mail and market research.

20.2 For these purposes the Charterer authorises the Carrier to retain and use personal information and to transmit it to companies involved in providing transportation or related services and facilities, data processors working for the Carrier, the Carrier's agents, government enforcement agencies, credit and payment card companies. This may involve sending personal information outside the European Economic Area.

## **21. Force Majeure**

21.1 The Carrier reserves the further right to at any time postpone or redirect the flight or provide the Charterer with another similar aircraft at the additional costs of the Charterer, in the event that the flight cannot be performed with the offered/booked aircraft 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, weather conditions or other force majeure of any nature, crew sickness, technical reasons, detention or similar measures, accidents with aircraft, or due no other factors over which The Carrier 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 captain or of The Carrier's personnel.

21.2 The Carrier is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances. In the event that the above happens before the first leg of the flight stated in the attached quotation started and no suitable solution can be found, The Carrier reserves the right to cancel the order. In this case, the Carrier shall credit the Charterer with an amount corresponding to the flight in question minus all expenses already incurred.

21.3 In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Charterer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all costs (including any positioning flights back to home-base) and expenses already incurred are smaller than the amount relating to the flight in question, The Carrier shall credit the Charterer with an amount corresponding to the difference.

## **22. Assignment**

The Charterer shall not be entitled to assign or transfer the benefit of the Agreement to any other person without the prior consent in writing of the Carrier. Any purported assignment or transfer without such consent shall be null and void and of no force or effect.

## **23. Miscellaneous**

The Carrier shall have no liability for any damage, loss, liability, cost or expense suffered, incurred or paid by the Charterer or any other person in connection with a flood, storm or other natural event; any war, hostilities, revolution, riot or civil disorder; any destruction, breakdown (permanent or temporary) or malfunction of, or damage to, the Aircraft; the introduction of, or any amendment to, a law or regulation, or any change in its interpretation or application by any authority; any strike, lockout or other industrial action (in each case, other than by the party seeking to rely on this clause, any affiliate of such party and any of their respective personnel); any unavailability of, or difficulty in obtaining any parts for the Aircraft (other than any part to be supplied by the party seeking to rely on this clause); any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor), or any other event beyond the control of the Carrier, whether similar or not to any of the foregoing.

## **24. Notices**

24.1 All communications between the parties about the Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

24.1.1 (in the case of communication to the Carrier) to its registered office or such changed address as shall be notified to the Charterer by the Carrier; or

24.1.2 (in the case of communication to the Charterer) to the registered office of the Charterer (if it is a company) or (in any other case) to any address of the Charterer set out in any document which forms part of the Agreement or such other address as shall be notified to the Carrier by the Charterer.

24.2 Communication shall be deemed to have been received :

24.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays, Bank and Public Holidays) after posting (exclusive of the day of posting); or

24.2.2 if delivered by hand, on the day of delivery; or

24.2.3 if sent by fax on a working day prior to 4pm, at the time of transmission or otherwise on the next working day.

## **25. Waiver**

25.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the part to whom the waiver is addressed and the circumstances to which it is given.

25.2 Unless specifically provided otherwise, rights the Agreement are accumulative and do not exclude rights provided by law.

25.3 No failure or delay on the part of the Carrier to exercise any power, right or remedy under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Carrier of any power, right or remedy.

## **26. Severance**

If any party of the Agreement (including these terms and conditions) is considered by any court or other competent authority to be unenforceable invalid or illegal the other provisions will remain in force.

## **27. Status of Pre-contractual Statements**

Each of the parties acknowledges and agrees that, in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these terms and conditions or not) relating to the Charter other than as expressly set out in the Carrier's quotation and in the Flight Schedule.

## **28. Third Party Rights**

The parties to the Agreement shall be deemed not to have intended to confer by the Agreement any rights whatsoever on any other person.

## **29. Headings**

The heading in these terms and conditions are for the convenience only and shall not affect interpretation.

## **30. Applicable Law and Jurisdiction**

30.1 The Agreement and these terms and conditions shall be governed by and constructed in accordance with Slovene Law.

30.2 The courts of Ljubljana, Slovenia shall have exclusive jurisdiction to deal with any dispute arising hereunder.

30.3 Each of the parties agree that the courts of Slovenia are the most appropriate and convenient courts to settle disputes and accordingly no part will argue to the contrary.

30.4 Clauses 30.2 and 30.3 are for the benefit of the Carrier only. As a result, the Carrier shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Carrier may take concurrent proceedings in any number of jurisdictions.

## **EU Notice Requirement – Article 6(1) EU Carriers**

### **Air Carrier Liability for Passengers and their Baggage**

This information notice summarises the liability rules and applied by the Community legislation and the Montreal Convention.

### **Compensation in the Case of Death or Injury**

There are no financial limits to the liability of passenger injury or death. For damages up to 100,000 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### Advance Payment

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

### Passenger Delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delays is limited to 4,150 SDRs

### Baggage Delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs

### Destruction, Loss or Damage to Baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs.. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the Carrier is liable only if at fault.

### Higher Limits for Baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### Complaints on Baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain to the air carrier within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### Liability of contracting actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier indicated on the ticket, the air carrier is the contracting air carrier.

### Time limit for action

Any action in court to claim damages must be brought within 24 months from the date of arrival on the aircraft, or from the date on which the aircraft ought to have arrived.

### Basis for the Information

The basis for the rules described above is the European Community Regulation No2027/97 (as amended by Regulation (EC) No889/2002) and national Legislation of the Member States.