

## **General terms and conditions of carriage for air transport with ELITE JET s.r.o.**

These general conditions of carriage by air apply to all domestic and international charter carriage of passengers, baggage, cargo and mail operated by ELITE JET s.r.o. Corporate registration no. (IČO): 47 608 536, registered office: Opavská 26, 831 01 Bratislava, Slovak Republic, registered in the commercial register of Bratislava I district court, section: Sro, entry no.: 96358/B, which is an air operator and air carrier in accordance with applicable law and other regulations of the Slovak Republic, international conventions and the regulations of the Council of the European Union.

### **Article I Definitions**

1. **General terms and conditions** – these general terms and conditions of carriage by air for all domestic and international charter carriage of passengers, baggage, cargo and mail on flights operated by ELITE JET s.r.o. Carriage on flights operated by contractual partners of ELITE JET s.r.o. is provided under the terms and conditions of carriage of the given partner, which will be provided to the Charterer in advance.
2. **ELITE JET** – is the company ELITE JET s.r.o. Corporate registration no. (IČO): 47 608 536, registered office: Opavská 26, 831 01 Bratislava, Slovak Republic, registered in the commercial register of Bratislava I district court, section: Sro, entry no.: 96358/B, an air operator and air carrier in accordance with applicable law and other regulations of the Slovak Republic, international conventions and the regulations of the Council of the European Union, or any contractual partner of ELITE JET s.r.o. with whom ELITE JET s.r.o. arranges carriage by air and all related services for the Charterer.
3. **Charterer** – any natural person or legal entity carried by air based on their Order.
4. **Passenger** – a person named in the list of passengers included in the Charter Contract.
5. **Charter Contract** – any contract of carriage by air concluded between ELITE JET and the Charterer which is established between ELITE JET and the Charterer based on the Charterer's Order addressed to ELITE JET, ELITE JET's Price List sent to the Charterer and the signing of a draft Charter Contract by the Charterer in relation to ELITE JET and by ELITE JET in relation to the Charterer in accordance with article II of these General Terms and Conditions.
6. **Confirmed Carriage** – is carriage confirmed by ELITE JET and the Charterer in the Charter Contract in accordance with article 2 (7) of these General Terms and Conditions.

7. **Charter Price** – the price that the Charterer is required to pay ELITE JET for the ordered carriage agreed by ELITE JET and the Charterer in the Price List and the Charter Contract. The Charter Price may be set in the currencies EUR or USD unless ELITE JET and the Charterer agree on another currency in the Price List and the Charter Contract. The Charter Price is made up of the Flight Cost and Supplementary Costs. ELITE JET will notify the Charterer of the estimated Charter Price in the Price Estimate.
8. **Flight Cost** – the product of the Cost per Flight Hour and the number of Flight Hours specified in the Flight Plan. The Flight Cost will be based on the estimated duration of flight calculated by ELITE JET’s navigation software taking into consideration the effects of wind in both positive and negative terms.
9. **Flight Hour** – a period of 60 minutes. Flight Hours are counted from the moment when the wheels of the Aircraft leave the runway to the moment when the wheels of the Aircraft make contact with the runway. The relevant moments are also material events for the calculation of the start and end of a Flight Hour.
10. **Cost per Flight Hour** – the cost of one Flight Hour. The Cost per Flight Hour includes costs for waiting before take-off, costs for taxiing of the Aircraft before take-off and after landing, costs for fuel, oils, lubricants, de-icing fluids, maintenance costs for the Aircraft and so on.
11. **Flight Plan** – the flight plan ordered by the Charterer specifying the place of departure, the destination and any intermediate stops including the dates and times of departures and arrivals agreed by ELITE JET and the Charterer, including any changes or additions made during transport by agreement of ELITE JET and the Charterer. The provision and implementation of the Flight Plan by ELITE JET depends on the company obtaining all necessary permits and authorisations from the relevant airports and air traffic service providers, in particular permissions for take-off, landing and transit.
12. **Supplementary Costs** – the total price for Supplementary Services provided to the Charterer by ELITE JET based on the Charterer’s order and the Supplementary Fees that ELITE JET charges to the Charterer in relation to the flight.
13. **Supplementary Services** – supplementary services ordered by the Charterer, whose provision is confirmed by ELITE JET and the Charterer in the Price Estimate and the Charter Contract. Supplementary services are as follows:
  - a) making of a reservation of required transport – transfer from and to the airport on departure and arrival,
  - b) booking accommodation in a hotel or other form of accommodation,
  - c) booking tables in restaurants,
  - d) booking tickets (to the theatre, the cinema, sports events, cultural events, concerts and the like),
  - e) ordering freshly cut flowers,
  - f) provision of cold refreshments on board the Aircraft outside the scope of standard VIP catering,

- g) provision of any other services whose provision is agreed in writing between ELITE JET and the Charterer.
14. **VIP Catering** – catering that ELITE JET provides as standard on board the Aircraft, included in the Cost of the Flight.
15. **Supplementary Fees** – fees for services that ELITE JET provides to the Charterer in relation to the flight and which are essential for the flight to take place, whose amount depends on the price charged for such services by airports and air traffic service providers. Supplementary fees are as follows:
- a) landing fees paid to a specific airport (fees for parking the Aircraft, fees for passengers, security fees and so on),
  - b) navigation fees, which are paid to specific air traffic service providers,
  - c) approach fees, which are paid to specific air traffic service providers,
  - d) handling fees (passenger check-in fees, fees for transporting passengers between the Aircraft and the airport building and so on),
  - e) fees for crew meals,
  - f) fees for accommodation of the crew in the event that the wait between the landing and take-off of the Aircraft is greater than 4 hours.
16. **Aircraft** – any aircraft that is the subject matter of a Price Estimate and a Charter Contract and which ELITE JET uses to operate the flight ordered by the Charterer.
17. **Working Day** – a day when banks in the Slovak Republic are entitled to open, excluding Saturdays, Sundays and state holidays.
18. **SDR** – special drawing right, a currency unit of the International Monetary Fund, whose value is calculated daily and published in the global financial press.
19. **Registered Baggage** – the baggage of the Charterer or their passengers, checked in by the Charterer or their passengers to ELITE JET, for which ELITE JET bears responsibility.
20. **Waiting Time** – in accordance with article IV (4) of these General Terms and Conditions, the time that ELITE JET waits for the Charterer or their passengers if the Charterer or their passengers do not check in by the set check-in time. The maximum waiting time is 2 hours counted from the check-in time specified in the Charter Contract.

## **Article II**

### **Charter Contract**

1. The Charter Contract is concluded based on the Charterer's Order, ELITE JET's Price Estimate and the draft Charter Contract signed by ELITE JET and the Charterer.

2. If the Charterer wishes to order a flight, they must send an Order to ELITE JET in written form (fax or email possible). In the Order the Charterer must state the following particulars relating to the ordered flight:
- a) the planned date of all planned departures in the given flight specifying day, month and year,
  - b) the planned time of all planned departures,
  - c) identification of the planned locations of departure and the final destination, including all planned intermediate stops,
  - d) the planned length of stay at each intermediate stop,
  - e) a list of the names of all passengers, specifying name, surname, nationality, date of birth, passport number and the expiry date of the passport,
  - f) specification of Supplementary Services that the Charterer wishes ELITE JET to provide for them,
  - g) contact information for contacting the Charterer – telephone number, fax number and e-mail address.

The Charterer shall be responsible for providing complete and accurate information in the Order. The Charterer must notify ELITE JET of any change in the information given in the Order. The Charterer must usually notify ELITE JET of the full and up-to-date list of passengers, including their information as required for the Order 24 hours before the departure of the Aircraft, at the latest immediately prior to the departure of the Aircraft.

3. On receiving the Charterer's Order, ELITE JET will send the Charterer a written response to the Order at the earliest possible opportunity. If:
- a) it is not possible for any reason for ELITE JET to provide the flight ordered by the Charterer as specified in the Order, ELITE JET shall send the Charterer a written response (by fax or email) offering the Charterer an alternative date when the ordered flight can take place or the scope in which it is possible to provide the flight at the requested time. If the Charterer accepts the changes to the original Order, the Charterer shall inform ELITE JET of this in writing by sending ELITE JET a new Order incorporating the agreed changes. If ELITE JET is able to provide the flight ordered by Charterer as specified in the new Order, it shall proceed further in accordance with Point b) of this point of the General Terms and Conditions.
  - b) it is possible for ELITE JET to provide the flight ordered by the Charterer as specified in the Order, ELITE JET will send the Charterer a written response in the form of a Price Estimate (by fax or email) containing the following information:
    - I. confirmation of delivery of the Order,
    - II. specification of the Aircraft
    - III. the Flight Plan,
    - IV. the number of passengers,
    - V. specification of Supplementary Services,
    - VI. the Charter Price.

After written acceptance of the Price Estimate by the Charterer (by fax or e-mail), ELITE JET will send the Charterer the General Terms and Conditions and 1 copy of the draft Charter Contract, which will contain all the particulars given in the Price Estimate not signed and dated by ELITE JET.

4. The Charterer must confirm to ELITE JET that they accept the flight as specified, and also all related services listed in the draft Charter Contract, that they are familiar with ELITE JET's General Terms and Conditions and that they wish ELITE JET to provide the specified flight and all services listed in the draft Charter Contract. Such confirmation is given by the Charterer signing and dating the draft Charter Contract and sending it in writing (by fax or e-mail) to ELITE JET without unnecessary delay. The final deadline for delivery shall be as follows:
  - a) if the time of the first departure of the Aircraft under the Flight Plan is the day following the date of delivery of the Order and the Price Estimate, the Charterer must deliver the draft Charter Contract on the date of delivery of the Price Estimate, no later than 18:00 Central European Time, unless the contracting parties agree otherwise.
  - b) within 24 hours of delivery of the draft Charter Contract by ELITE JET, unless the contracting parties agree otherwise.The periods referred to in letters a) and b) of this point of the General Terms and Conditions are for the actual delivery to ELITE JET. ELITE JET shall confirm receipt for the Charter Contract (by fax or e-mail).
5. If ELITE JET does not receive the correctly signed and dated draft Charter Contract from the Charterer by the deadlines given in article II (4) of the General Terms and Conditions, carriage shall not be considered to have been confirmed, the Charterer's Order shall expire and the Order and the Price Estimate shall become null and void, binding for neither ELITE JET nor the Charterer, unless the contracting parties agree otherwise.
6. If ELITE JET receives the correctly signed and dated draft Charter Contract from the Charterer after the deadlines given in article II (4) of the General Terms and Conditions, carriage shall not be considered to have been confirmed, the Charterer's Order shall expire and the Order and the Price Estimate shall become null and void, binding for neither ELITE JET nor the Charterer, unless the contracting parties agree otherwise.
7. If ELITE JET receives the correctly signed and dated draft Charter Contract from the Charterer before the deadlines given in article II (4) of the General Terms and Conditions, ELITE JET will sign and date the draft Charter Contract immediately on receiving it and send the correctly signed and dated draft Charter Contract to the Charterer without delay. Carriage shall be considered to be Confirmed Carriage and the Charter Contract shall be considered to be concluded from the moment the draft Charter Contract is correctly signed and dated by ELITE JET.
8. Any changes to the Charter Contract (change in the place of departure, arrival, intermediate stops, change in the date and time of departures, changes in passengers, change in Supplementary Services) require the agreement of both contracting parties subject to the conditions agreed by the contracting parties in the specific case.
9. These General Terms and Conditions shall be an integral part of any Charter Contract concluded between the Charterer and ELITE JET and they are fully binding for both the Charterer and ELITE JET. On conclusion of the Charter Contract and before the departure

of the Aircraft, the Charterer must inform all passengers of the content of these General Terms and conditions.

10. The Charterer is entitled to cancel the whole or a part of flight(s) reserved in a Charter Contract up to no later than 240 hours inclusive before the date of the first departure listed in the Flight Plan. Such cancellation of the flight(s) by the Charterer shall not be subject to a cancellation fee. The Charterer must give notice of the cancellation of the flight(s) in written form. Notification must be received by ELITE JET no later than 10 days before the date of the first flight listed in the Flight Plan. ELITE JET must notify the Charterer of receipt of Notification in writing (by fax or e-mail). Cancellation of flight(s) shall not affect the right of ELITE JET to compensation for damages under these General Terms and Conditions.
  
11. In the event of full or partial cancellation of the flight(s) reserved in the Charter Contract by the Charterer later than 240 hours before the date of the first departure listed in the Flight Plan, the Charterer must pay ELITE JET cancellation fees as follows:
  - a) a cancellation fee amounting to 10% of the Charter Price stated in the Charter Contract for cancellation of flight(s) less than 240 hours but more than 72 hours before the date of the first departure listed in the Flight Plan,
  - b) a cancellation fee amounting to 50% of the Charter Price stated in the Charter Contract for cancellation of flight(s) less than 72 hours but more than 24 hours before the date of the first departure listed in the Flight Plan,
  - c) a cancellation fee amounting to 85% of the Charter Price stated in the Charter Contract for cancellation of flight(s) less than 24 hours before the date of the first departure listed in the Flight Plan,
  - d) a cancellation fee amounting to 100% of the of the Charter Price stated in the Charter Contract for cancellation of flight(s) without notification of the cancellation of flight(s) or in the event of failure to arrive for check-in/flight.The Charterer must give notice of the cancellation of flight(s) in written form. Notification must be received by ELITE JET by the times specified in letters a) to c). ELITE JET must notify the Charterer of receipt of Notification in writing (by fax or e-mail). Cancellation of flight(s) shall not affect the right of ELITE JET to compensation for damages under these General Terms and Conditions. Cancellation of a reserved flight by the Charterer in accordance with the above provisions of these General Terms and Conditions shall not be considered to be a change in the Charter Contract as defined in point 8 of this article of the General Terms and Conditions.
  
12. The Charterer must pay ELITE JET the cancellation fee based on an invoice as defined in article III (7) of these General Terms and Conditions taking into consideration letter e) of article III (3) of these General Terms and Conditions. The provisions of points 8–11 of article III shall apply likewise.

### **Article III**

#### **Charter Price**

1. The Charterer must pay ELITE JET the Charter Price. The price of carriage may be set in the currencies EUR or USD unless ELITE JET and the Charterer agree on another currency in the Price List and the Charter Contract.
2. The Charter Price is made up of two items:
  - a) the Flight Cost, and
  - b) Supplementary Costs.
3. The Charter Price set by ELITE JET in the Price Estimate and confirmed by ELITE JET and the Charterer in the Charter Contract is the estimated Charter Price. The estimated Charter Price may be increased or reduced by fees, expenses and costs incurred as a result of the following circumstances that may arise after the signing of the Charter Contract:
  - a) in the event of any change in the Flight Plan due to causes on the side of the Charterer (change in the place of departure, arrival, intermediate stops, additional separate flights during carriage, change in the date and time of departures, change in Supplementary Services),
  - b) in the event of any change in fees or in the event of the introduction of any new fees by airports or air traffic service providers,
  - c) in the event of any changes in fees or other payments or in the event of the introduction of any new fees or other payments by relevant authorities in the form of legislation.
  - d) in the event of any change in the rate of VAT set by law, in the event of any other changes in the rates of other taxes set by law or the introduction of any new taxes,
  - e) in the event of the full or partial cancellation of the flight by the Charterer or for reasons on the side of the Charterer,
  - f) in the event of other changes solely on the side of the Charterer,
  - g) in the event of fees for de-icing the Aircraft.
4. The Charterer must pay ELITE JET any supplementary fees, expenses or costs that are not part of the estimated Charter Price, in particular the supplementary fees, costs and expenses listed in points 2, 4 and 5 of article IV, point 2 of article V and points 6, 10, 11, 12 and 15 of article VI in accordance with point 7 of this article.
5. The Charterer shall pay ELITE JET the estimated Charter Price based on a pro-forma invoice. ELITE JET will send the pro-forma invoice to the Charterer together with the correctly signed and dated draft Charter Contract. The credit period for the pro-forma invoice shall be as follows:
  - a) if the time of the first departure of the Aircraft under the Flight Plan is the day following the date of delivery of the Order and the Price Estimate, the pro-forma invoice must be paid as soon as it is received by the Charterer, unless the contracting parties agree otherwise.

- b) 5 working days from the date of its delivery to the Charterer, unless the contracting parties agree otherwise, though not later than the date of the first departure of the Aircraft under the Flight Plan.
6. The Charterer must pay the payable estimated Charter Price to ELITE JET before the first departure of the Aircraft under the Flight Plan. If the Charterer does not pay the payable estimated Charter Price to ELITE JET before the first departure of the Aircraft under the Flight Plan, ELITE JET is not obliged to provide the flight according to the Flight Plan or to provide the services for the Charterer specified in the Charter Contract. In such a case, ELITE JET is entitled to cancel or suspend the whole or a part of the Flight Plan and/or the provision of any services without any liability or any entitlement to compensation on the side of the Charterer in relation to such cancellation or suspension; this shall not affect the right of ELITE JET to require the Charterer to pay the Charter Price specified in the Charter Contract and any other amounts unpaid or outstanding.
  7. ELITE JET shall issue the Charterer a final invoice after the completion of flights specified in the Flight Plan and the provision of the services specified in the Charter Contract. In the final invoice ELITE JET shall invoice the Charterer the final Charter Price. The final Charter Price comprises the estimated Charter Price increased or reduced in accordance with points 3 and 4 of this article of the General Terms and Conditions. The credit period for the final invoice is 5 working days from the date when it is received by the Charterer.
  8. The Charterer may pay the estimated and final Charter Price in cash to the authorised representative of ELITE JET, by a cash deposit to ELITE JET's bank account kept in the financial institution specified in the pro-forma invoice or the final invoice, or a bank transfer to ELITE JET's bank account kept in the financial institution specified in the pro-forma invoice or the final invoice.
  9. The estimated and final Charter Price shall be considered paid from the moment when cash is received by ELITE JET's authorised representative or the moment when funds are credited to ELITE JET's bank account in the relevant financial institution specified in the pro-forma invoice or the final invoice in the case of a cash deposit or bank transfer.
  10. If the Charterer is late in paying the Charter Price or paying any other payment to ELITE JET, in particular the payments under points 11 and 12 of article II of these General Terms and Conditions, the Charterer must pay ELITE JET a contractual fine amounting to 0.05% of the amount owed for each begun day of delay from the first day of delay until payment.
  11. Both the estimated and final Charter Price are calculated without VAT. VAT will be added to the estimated and final Charter Price at the relevant rate set by applicable law and other regulations.

## **Article IV**

### **Check-in**

1. The Charterer must provide ELITE JET with full and information and full and current data relating to the Charterer and the Charterer's passengers allowing sufficient time to enable ELITE JET to obtain all necessary flight permits and other documents relating to the Charterer and their passengers necessary for the flight in a correct and timely manner. ELITE JET shall not be liable for any defect in the services that they provide or any delay in the services that they provide which is caused by defective, misleading, false, inaccurate, non-current or incomplete information, data or documents provided to ELITE JET by the Charterer. The Charterer shall be fully liable for losses that ELITE JET incurs as a result of the provision of defective, misleading, false, inaccurate, non-current or incomplete information, data or documents.
2. The Charterer must ensure that, at check-in and at all times during carriage, they and all their passengers have all necessary and valid travel and other documents that permit the carriage of the Charterer and all their passengers to all destinations specified in the Flight Plan. Such documents include passports, visas, medical certificates, vaccination certificates and the like. ELITE JET shall bear no responsibility in relation to requirements for documents of the Charterer and their passengers necessary to enter or leave any country or state. The Charterer shall be fully liable and must fully indemnify ELITE JET for losses and any other fees, expenses and costs that ELITE JET incurs as a result of a failure to provide all necessary and valid travel and other documents on the part of the Charterer or their passengers.
3. The Charterer must ensure that they and all their passengers check in at the place of departure specified in the Flight Plan by the check-in time specified in the Charter Contract or written notification provided by ELITE JET of the check-in time and location, if such information was not known at the time of preparation of the Charter Contract or was changed subsequent to its conclusion.
4. If the Charterer or any of their passengers do not check in by the check-in time specified in the Charter Contract or the written notice provided by ELITE JET of the check-in time and location, the maximum waiting time for the Charterer or their passengers is two hours. This waiting time is counted from the check-in time specified in the Charter Contract. The first hour of waiting is not subject to a waiting charge. The Charterer is obliged to pay ELITE JET a waiting charge of EUR 200 for the second begun hour of waiting. On the expiry of the set maximum waiting period of 2 hours, ELITE JET shall consider carriage to be completed and the Charterer shall not be entitled to a return of the Charter Price or any discount on the Charter Price. The Charterer shall take note that ELITE JET's ability to wait for the Charterer or any of their passengers during the maximum waiting period depends on the specific conditions set by airports, in particular their opening hours and other unforeseeable circumstances outside ELITE JET's control. ELITE JET shall not bear any liability and the Charterer shall have no claim against ELITE JET if ELITE JET is unable to wait for the Charterer or any of their passengers to the limit of the maximum waiting period

as a result of conditions set by airports or as a result of unforeseeable circumstances. ELITE JET must inform the Charterer if it is unable to wait for them or any of their passengers to the limit of the maximum waiting period immediately on becoming aware of this.

5. If the Charterer or any of their passengers does not check in before the check-in time specified in the Charter Contract, or the written notice given by ELITE JET of the check-in time and location at all or with any delay, the Charterer must pay ELITE JET not only the waiting charge but all justified fees, expenses and costs (additional airport fees, additional parking fees, costs for additional crew and cabin personnel, their accommodation, refreshments and meals etc.) and any loss that ELITE JET incurs as a result of waiting for Charterer or any of their passengers, including third party rights against ELITE JET.
6. ELITE JET is entitled, with the Charterer's agreement, to begin the flight specified by the Flight Plan without all passengers on board the Aircraft.
7. ELITE JET shall bear no liability in relation to passengers who fail to arrive for check-in/boarding and miss the flight. The Charterer shall not be entitled to any refund from ELITE JET for passengers that miss the flight and shall have no claim to financial or other compensation from ELITE JET for passengers who miss the flight. ELITE JET reserves the right to cancel the flight without entitlement of the Charterer to a refund of the Charter Price or a discount on the Charter Price if the Aircraft waits more than two hours. ELITE JET shall bear no liability for the cancellation of the flight if the Aircraft waits more than two hours.
8. The Charterer and their passengers check in according to the Charter Contract. The list of passengers that the Charterer provides to ELITE JET under article II (2) of these General Terms and Conditions is non-transferable. Changes to the list of passengers can be made in accordance with article II (8) of these General Terms and Conditions. ELITE JET is entitled to refuse to carry persons who do not present valid proof of identity providing clear proof that the person is named in the list of passengers submitted to ELITE JET by the Charterer under article II (8) of these General Terms and Conditions.

## **Article V Baggage**

1. Only baggage of the Charterer and their passengers will be accepted on the flight. They must ensure that the carried baggage is correctly and adequately packed for carriage. ELITE JET shall be entitled to refuse to carry on the Aircraft any baggage that is not properly secured and/or does not comply with the security requirements of the relevant airport.
2. The Charterer shall be fully liable for and bear any supplementary charges for the storage of baggage, the ground transport of baggage and customs checks of baggage that they or any of their passengers take on board the Aircraft.

3. The Charterer and their passengers must reclaim the baggage given to ELITE JET for carriage immediately on landing.
4. Baggage may also be returned at the request of the Charterer or their passengers before flight or at any intermediate stop in the course of the journey, provided that time, operational and technical conditions allow such return.
5. any damage, non-return or loss of the baggage of the Charterer or their passengers during any flight included in the Flight Plan must be reported to ELITE JET immediately on reclaiming the baggage. If baggage is accepted without the filing of a complaint, this shall be prima facie evidence that the baggage was delivered in good condition. The Charterer and their passengers must accept the baggage after arrival and check it externally and internally. If the baggage is damaged, the Charterer and their passengers must report this matter as soon as they take delivery of their baggage from ELITE JET and inspect it, and write a report on the baggage confirming that the baggage has been damaged. The report on the baggage is considered to be a complaint and not an acceptance of liability for damage to the baggage on the part of ELITE JET. Every complaint must be made in written form.
6. If the Charterer and their passengers do not reclaim their baggage within three months of the arrival date, ELITE JET shall be entitled to place the baggage in storage on the account of the Charterer and their passengers and thereafter proceed in accordance with applicable law and other regulations.
7. The Charterer and each of their passengers is entitled to a free baggage allowance of 15 kg. Children aged 6 or under are not entitled to a free baggage allowance. Any exceptions to the permitted baggage allowance will be agreed by ELITE JET and the Charterer in the Charter Contract.
8. The Charterer and each of their passengers is entitled to a free unchecked baggage allowance of 5 kg. ELITE JET Aircrafts are not adapted to allow the transport of unchecked baggage in the cabin of the Aircraft. Every item of unchecked baggage is transported in the baggage hold. Exceptions to the previous sentence are permitted for items such as coats, cameras, video cameras, telescopes, handbags, briefcases, a reasonable number of books, magazines and written documents.
9. Special types of baggage such as skis, ski poles and ski boots, snowboards and the like are transported in the baggage hold.
10. Permission and conditions for the carriage of baggage in excess of the permitted baggage allowance and permission and conditions for the carriage of special kinds of baggage will be agreed by ELITE JET and the Charterer in the Charter Contract.
11. The Aircraft Commander is entitled to reduce the baggage allowance in certain circumstances in accordance with safety requirements.

12. If animals are to be carried they must be carried in suitable and safe carriers. Animals are carried in the cabin of the Aircraft. Carriers must not block the emergency exits from the cabin of the Aircraft. If the Charterer or their passengers carry animals, they must have all necessary and valid documents relating to the carried animals required by all countries or states of departure, arrival and transit under the Flight Plan.
13. If the Charterer and their passengers carry animals, they must make a request for carriage of animals to ELITE JET when ordering the flight.

### **Article VI**

#### **Conditions for the performance of flight and the exclusion of persons from the flight**

1. The Charterer must ensure that all passengers comply with all instructions relating to applicable law and other regulations, in particular in the area of customs, police, public health and other areas regulated by generally applicable law and other regulations of the Slovak Republic and other countries and states in the Flight Plan. The Charterer and their passengers must abide by all provisions of the Charter Contract and these General Terms and Conditions and also all provisions of generally applicable laws and other regulations of the Slovak Republic and the countries and states in the Flight Plan, international conventions by which the Slovak Republic is bound and Regulations of the Council of the European Union.
2. The Charterer and their passengers must comply with all instructions given by the Aircraft Commander relating to the exercise of his or her powers and the instructions of crew members relating to the exercise of their powers. The Charterer and their passengers must prove their identity, present their travel documents and answer security questions when requested to do so by a competent employee of ELITE JET or the airport or state authorities. They must inform ELITE JET of any health problems that may complicate transport or have a negative effect on the flight. They must also undergo security checks including checks of their baggage.
3. The Charterer and their passengers must refrain from any activities that could endanger the safety or continuity of air transport while on board the Aircraft and also before and after the flight. While on board the Aircraft, the Charterer and their passengers must not behave in a manner that endangers the safety of the flight, the passengers, the crew or in a manner contravening the orders of the Aircraft Commander or the crew members.
4. The Charterer and their passengers must board the flight in a condition suitable for air travel, in particular they must not be intoxicated by alcoholic, narcotic or psychotropic substances. If the Charterer or any of their passengers are not in a condition suitable for air travel, ELITE JET may refuse to transport such persons, and shall not be obliged to refund the Charter Price. The Charterer and their passengers must behave decently and in accordance with good morals. If the Charterer or their passengers behave in a violent or aggressive manner before the departure of the flight or there is reason to believe that their

behaviour may endanger the safety of the flight, the passengers or the crew, ELITE JET may refuse to transport such persons, and shall not be obliged to refund the Charter Price. ELITE JET reserves the right to refuse to allow the Charterer or any of their passengers to board the Aircraft if it is thought necessary or advisable based on the behaviour of the given person. Such decisions to refuse to carry persons and decisions to refuse to allow persons to board the Aircraft may be made by the Aircraft Commander in the name of ELITE JET.

5. In addition to the cases specified in point 4 of this article of the General Terms and Conditions, ELITE JET, or the Aircraft Commander acting in their name, are entitled to refuse to transport the Charterer or their passengers and their baggage in order to protect the safety of the Aircraft, the safety of the flight, the safety and the protection of the life and health of passengers and members of the crew or the protection of the property of ELITE JET or the passengers, in particular in the following cases:
  - a) if ELITE JET has reasonable grounds to believe that the behaviour, health, physical or mental condition of the Charterer or any of their passengers or the condition of their baggage requires special care that ELITE JET is not able to provide for the Charterer or their passenger.
  - b) if ELITE JET has reasonable grounds to believe that the behaviour, health, physical or mental condition of the Charterer or any of their passengers or the condition of their baggage may endanger the Aircraft, the flight, order and discipline on board the Aircraft, the property on board the Aircraft or the safety, life and health of the Charterer, their passengers or the members of the crew,
  - c) the Charterer or their passengers refuse to undergo personal inspection or to allow their baggage to be checked,
  - d) the Charterer or their passengers have behaved inappropriately during a previous flight (in the past or during the current Flight Plan) and there are reasonable grounds to suppose that such behaviour will be repeated,
  - e) the Charterer or their passengers are not able to prove that they are the person specified in the list of passengers provided by the Charterer to ELITE JET under article II (2) of these General Terms and Conditions.
6. The Aircraft Commander is entitled to take all necessary and essential measures in relation to the Charterer and their passengers whose behaviour endangers the safety of the flight, the passengers or the crew, property or order and discipline on board the Aircraft, including removing such persons from the Aircraft at the nearest airport without regard to the final destination of the affected persons. The Charterer shall not be entitled to any refund or discount of the Charter Price if such a person is removed. The Charterer must indemnify ELITE JET for any fines, penalties, fees, expenses or costs associated with such removal of persons.
7. The powers of the Aircraft Commander and the members of the crew in the event that a crime or an act endangering the safety of the flight, the passengers or the crew, property or order and discipline on board the Aircraft shall be governed by the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft.

8. During take-off and landing of the Aircraft the use of any electronic devices, particularly radios, portable cassette or CD players, DVD players, MP3 players, portable computers, electronic games, mobile telephones and the like is strictly prohibited. When the Aircraft is in flight, the use of the listed electronic devices depends on the prior consent of the Aircraft Commander or members of the crew.
9. Smoking is strictly prohibited on board ELITE JET aircraft before, during and after the flight and during transfer of the Charterer and their passengers to and from the Aircraft.
10. ELITE JET is entitled to full indemnification from the Charterer for damage caused by breach of the duties of the Charterer and their passengers as specified in points 1–9 of this article of the General Terms and Conditions and indemnification for any fines, penalties, fees, expenses or costs relating to the breach of the stated duties of the Charterer or any of their passengers. Such expenses and costs include costs for crew, their accommodation, refreshments and meals, and costs associated with delay in the Flight Plan relating to the breach of duties of the Charterer and their passengers specified in points 1–9 of this article of the General Terms and Conditions and the removal of the consequences of such breaches.
11. The Charterer must ensure that the Charter and their passengers do not cause any damage to the Aircraft. The Charterer shall also be required to pay any costs associated with any modifications or repair of damage caused to the Aircraft by the Charterer or their passengers, including any costs related to delay in the Flight Plan caused by damage or the repair of such damage.
12. The Charterer must indemnify ELITE JET for any damage that the Charterer or their passengers or their baggage cause to ELITE JET that ELITE JET incurs as a result of the deliberate or negligent actions of the Charterer or their passengers, breach of the provisions of the Charter Contract or breach of the provisions of these General Terms and Conditions. The Charterer must also indemnify ELITE JET in full for any fines, penalties, fees, expenses or costs associated with the breach of any obligations of the Charterer or any of their passengers under the Charter Contract or these General Terms and Conditions, including payments that ELITE JET is required to pay to any third party because of the relevant breach.
13. The Charterer is not entitled to transfer its rights, obligations, receivables and payables under the Charter Contract.
14. ELITE JET shall provide an Aircraft for the Charterer with a full and competent air crew and full documentation, equipment and fuel necessary for the implementation of the Flight Plan. The Aircraft that ELITE JET provides for implementation of the Charter's flights according to the Flight Plan may be used for the stated flights only within the scope specified in the flight permits and the use of the Aircraft must be in accordance with aviation regulations and other regulations of authorities responsible for air traffic on the territory of the Slovak Republic, registered states and states to which the Charterer and their

passengers are carried or whose jurisdiction covers the Aircraft that ELITE JET provides for implementation of the Charterer's flights according to the Flight Plan.

15. For the loading and unloading of the baggage of the Charterer and their passengers, customs checks and similar affairs of the Charterer and their passengers, a maximum standing period of one hour in intermediate stops and a maximum standing period of two hours at the final destination are permitted without additional fees. Longer stays and all other delays caused by the Charterer and their passengers in relation to the carried baggage, customs inspection and similar affairs of the Charterer and their passengers will be billed to the Charterer as standing fees, which will be set according to the specific circumstances. Such delays include and represent delays caused by the Charterer or their passengers resulting from failure to deliver baggage to be carried by the set time, inadequate or unacceptable packing of baggage, inadequate or unacceptable customs documents, delays caused by inadequate paperwork, delays for the purposes of obtaining operational permits, delays for customs inspections (for any reason) and delays during loading and unloading caused by the Charterer or their passengers or the baggage of the Charterer or their passengers.
16. In unforeseen and inevitable circumstances, particularly those specified in Article VII (10) of these General Terms and Conditions, all and any decisions relating to the flight, the Flight Plan, including decisions to omit or change the location of an intermediate stop or the final destination, emergency landings, decisions relating to the airworthiness of the Aircraft or decisions relating to any other matter that could influence or affect the safe operation of the Aircraft and the safety of the flight, the safety, health and life of the passengers and crew shall be taken by the Aircraft Commander or, in the event of his or her absence or incapacity, the co-pilot. If any flight under the Flight Plan is diverted to another airport for the above reasons, the flight shall nevertheless be considered to have been carried out in accordance with the Flight Plan and the Charterer shall not be entitled to a refund or discount of the Charter Price and shall have no right to any indemnification.

## **Article VII**

### **Liability and rights in the event of denied boarding, cancellation of the flight or flight delays exceeding two hours**

1. ELITE JET's liability and rights of the Charterer and their passengers in the event of denied boarding and of cancellation or delay of a flight in excess of two hours shall be governed by the provisions of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights (hereinafter referred to as "Regulation 261/2004").
2. The provisions of Regulation 261/2004 shall apply only if all the following conditions are satisfied:

- a) The Charterer and their passengers have a confirmed reservation for the relevant flight in a Charter Contract and, except in the event of cancellation of the flight, checked in by the time specified in the Charter Contract or written notification provided by ELITE JET of the check-in time and location.
  - b) The Charterer and their passengers are carried for a fare – the Charter Price – directly or indirectly available to the public,
  - c) ELITE JET is the operating air carrier for the relevant flight.
3. The provisions of Regulation 261/2004 define the conditions in which the Charterer and their passengers are entitled, in the event of denied boarding and of cancellation or long delay of flights, to the following rights:
  - a) the provision of assistance (meals and refreshments, hotel accommodation, transport between the airport and place of accommodation and the right to make a phone call or send fax messages or e-mails),
  - b) reimbursement of fare – Charter Price, or carriage free of charge to the final destination at another time,
  - c) in the event of cancellation or denied boarding, also the right to financial compensation.
4. In the event of denied boarding, cancellation of the flight or a delay in excess of two hours, ELITE JET will provide the Charterer and each of their passengers with written information on their right to compensation and assistance in accordance with the provisions of Regulation 261/2004.
5. Under the provisions of Regulation 261/2004, denied boarding is considered to be a denial of boarding by ELITE JET despite the fact that the Charterer and their passengers have a confirmed reservation for the relevant flight in a Charter Contract, and, except in the event of the cancellation of the flight, checked in before the deadline specified in the Charter Contract or written notification provided by ELITE JET of the check-in time and location, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation.
6. Cancellation of a flight under the provisions of Regulation 261/2004 is understood as the non-operation of a flight confirmed in a Charter Contract in accordance with the Flight Plan. The rights of the Charterer and their passengers under letters a) to c) of point 3 of this article of the General Terms and Conditions vary according to the time when the Charterer and their passengers are or are not informed of the cancellation of the flight.
7. The provisions of Regulation 261/2004 shall not apply to denial of boarding, flight cancellations or flight delays exceeding two hours for reasons solely on the side of the Charterer or their passengers or in the situations specified in the provisions of article IV and article VI of these General Terms and Conditions.
8. ELITE JET shall immediately inform the Charterer and their passengers of any delay, cancellation or early termination of a flight if it is unable to provide transport due to weather, technical or other factors outside their control and take all measures to reduce the negative consequences thereby created for the Charterer and their passengers.

9. Under the provisions of Regulation 261/2004, the liabilities of ELITE JET are limited and ELITE JET is released from them if an event has taken place to cause denial of boarding to the Charterer and their passengers, the cancellation of the flight or a delay exceeding 2 hours caused by extraordinary circumstances that could not be prevented even by the taking of all reasonable measures.
10. Extraordinary circumstances under point 9 of this article of the General Terms and Conditions are mainly circumstances that may arise in the event of political or economic instability (for example war, armed conflict, terrorist attacks, strikes, uprisings, civil disturbances, public demonstrations, sabotage, vandalism, embargoes), meteorological conditions incompatible with the operation of the flight concerned (e.g. tornadoes, storms, heavy snowfall, flooding, earthquakes, volcanic eruptions, fires), safety risks (epidemic explosions) unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier (such as strikes by the employees of airports and airport operational services, stoppage of operations, binding legal regulations, valid and effective decisions of courts or other authorities), where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft (in particular overloading of airports, limitation of flight operations in accordance with JAA and EASA), even though all reasonable measures had been taken by the air carrier concerned to avoid the delays or cancellations, and other circumstances whose character allows them to be considered *force majeure*. Force majeure is any action, event or circumstance the ELITE JET cannot influence or control and as a result of which ELITE JET is prevented, obstructed or incapacitated from carrying out its duties under the Charter Contract and these General Terms and Conditions correctly and on time.

### **Article VIII**

#### **Liability for damage and limits of liability for damage**

1. ELITE JET's liability in the event of the death or physical injury of the Charterer or their passengers, damage to baggage of the Charterer or their passengers and damage occasioned by delay in the carriage of the Charterer and their passengers and their baggage shall be governed by the Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (the Montreal Convention).
2. ELITE JET shall be liable for damage up to the level of actual damage, though not in excess of the limit on liability. ELITE JET shall not be liable for indirect or subsequent damage or for lost profits.
3. If ELITE JET proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, ELITE JET shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a

passenger compensation is claimed by a person other than the passenger, ELITE JET shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger. The limitation of liability of ELITE JET applies to all employees, agents and representatives of ELITE JET.

4. The Charterer and their passengers must inform ELITE JET of the injury of a carried person and damage or destruction of baggage that took place during a flight arranged by ELITE JET and that was known to the Charterer and their passengers immediately on becoming aware of the stated matter, but no later than immediately at the end of the flight. If the Charterer and their passengers do not comply with this obligation, ELITE JET's liability shall expire.

A. Liability for the death and physical injury of passengers

5. ELITE JET shall be liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
6. If the damage under point 5 of this article of the General Terms and Conditions does not exceed 100 000 SDR for each passenger, ELITE JET may not exclude or limit its liability, unless applicable law and other regulations stipulate otherwise. ELITE JET shall not be liable for damage under point 5 of this article of the General Terms and Conditions in excess of 100 000 SDR per passenger if it proves that:
  - a) such damage was not due to the negligence or other wrongful act or omission of ELITE JET, or
  - b) such damage was solely due to the negligence or other wrongful act or omission of a third party.
7. In the event of air accidents resulting in the death or injury of the Charterer or their passengers, ELITE JET shall make immediate payment to the natural person or persons with a right to compensation, if the law or other regulations of their state so require it, in order to satisfy the immediate economic needs of such persons. Such advance payments shall not be considered a recognition of liability and may be offset against any sums paid as damages to ELITE JET.

B. Liability for damage to baggage

8. ELITE JET shall be liable for damage caused by the damage, loss or destruction of baggage only if the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of ELITE JET. However, ELITE JET shall not be liable to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items that the Charterer has with him or her in the cabin of the Aircraft, ELITE JET shall be liable if the damage resulted from its fault. ELITE JET shall not be

liable for damage to baggage caused by the damage or destruction of protuberant or telescopic parts of the baggage (in particular wheels, handles, straps, grips and the like). ELITE JET shall not be liable for damage to baggage caused by inappropriate packing.

9. In the carriage of baggage, ELITE JET's liability in the case of destruction, loss, damage or delay is limited to 1 000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to ELITE JET, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case ELITE JET will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

#### C. Liability for damage caused by delay

10. ELITE JET is liable for damage occasioned by delay in the carriage by air of the Charterer and their passengers and their baggage. ELITE JET shall not be liable for damage occasioned by delay in the carriage by air of the Charterer and their passengers and their baggage if it proves that ELITE JET took all measures that could reasonably be required to avoid the damage caused by delay or that it was impossible for ELITE JET to take such measures.
11. In the case of damage caused by delay as specified in point 10 of this article of the General Terms and Conditions, in the carriage of persons ELITE JET's liability for each passenger is limited to 4 150 SDR.
12. In the carriage of baggage, ELITE JET's liability in the case of destruction, loss, damage or delay is limited to 1 000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to ELITE JET, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case ELITE JET will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

### **Article IX**

#### **Individual provisions**

1. In circumstances where it is justified by necessity, ELITE JET may replace the Aircraft with another Aircraft suitable for the operation of flights as specified in the Flight Plan or provide for the operation of the flights specified in the Flight Plan by another suitable air carrier provided that the conditions given in the Charter Contract and these General Terms and Conditions are satisfied, and may do so both before and after the start of the Flight Plan. ELITE JET must notify the Charterer of the relevant circumstances and the reasons for the replacement or change of the Aircraft or the reasons for providing another suitable air carrier immediately as these circumstances arise, no later than immediately on ELITE JET becoming aware of these circumstances.

2. In the cases specified in point 1 of this article of the General Terms and Conditions ELITE JET shall make maximum efforts to provide another suitable Aircraft or another suitable operator for the same price as the original Charter Price given in the Charter Contract.

## **Article X**

### **Joint and final provisions**

1. These General Terms and Conditions are in accordance with and governed by the following domestic and international legislation:
  - a) Act 143/1998 on civil aviation (the aviation act),
  - b) Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (the Montreal Convention), published on the territory of the Slovak Republic as Notice 544/2003 of the Ministry of Foreign Affairs.
  - c) Regulation (EC) No 261/2004 of the European Parliament and of the Council
  - d) Regulation (EC) No 2027/1997 of the Council,
  - e) Regulation (EC) No 1546/2006 of the Council.
2. These General Terms and Conditions shall apply in a scope that does not contravene the generally applicable law and other regulations of the state in which ELITE JET is domiciled, which is the Slovak Republic nor applicable provisions of international law.
3. The Contracting Parties agree that all disputes arising out of or in connection with their mutual legal relations, including all accessory legal relations, claims to release the unlawful enrichment, claims for reimbursement of damage, demands of any party to specify the missing scope of this Agreement, as well as disputes regarding the validity, interpretation and termination of this Agreement or arbitration clause or any other mutual dispute, shall be finally settled exclusively by Bratislava Arbitration Court (Bratislavský rozhodcovský súd), establishment of which was notified in the Commercial Journal, volume XIV, No. 1A issued on 2 January 2006, in the arbitration process under the Rules of Arbitration, Statute and other internal regulation of the said arbitration court valid at the time of beginning of the arbitration process, subsidiarily by the relevant provisions of the Act No. 244/2002 Coll. on arbitration process as amended later. The Contracting Parties shall accept the decision issued in the arbitration process and shall consider such decision as final and binding upon themselves.
4. If any of the provisions of these General Terms and Conditions become invalid through contravention of generally applicable domestic or international law and other regulations, this fact shall not affect the validity of the other provisions of these General Terms and Conditions.
5. Changes or supplements to these General Terms and Conditions must be made in written form approved by the Charterer and ELITE JET.

6. For the purposes of these General Terms and Conditions written form is considered to be preserved in the case of communication by means of registered mail, fax or other electronic means, in particular e-mail, that allow the capture of expressions of will in a comprehensible form and any communication in relation to these General Terms and Conditions may be carried out in Slovak or English language.
7. These General Terms and Conditions are prepared in Slovak and English language. In the event of differences between the individual language versions, the authoritative text shall be that in Slovak language.
8. The non-exercise or delay in exercising any right or remedy under these General Terms and Conditions shall not mean the waiving of the said right or remedy under these General Terms and Conditions. Individual or partial exercise of any right or remedy under these General Terms and Conditions shall not prevent the further exercise of the right or remedy or the exercise of other rights or remedies.
9. These General Terms and Conditions form a part of the Charter Contract concluded between ELITE JET and the Charterer.
10. The Charter Contract concluded between ELITE JET and the Charterer and all relations relating to it and arising from it shall be governed by the law of the seat of ELITE JET as the operator.
11. These General Terms and Conditions enter into force and take effect on 1.8.2014.

In Bratislava, on 1.8.2014

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**ELITE JET s.r.o.**