

GENERAL TERMS AND CONDITIONS

FIRST.- Under this agreement, the chartered Company undertakes to make available to the Charterer a certain type of aircraft with its crew, equipment and fuel to provide the agreed service, and to keep it in perfect airworthy state during the term of this agreement. For its part, the charterer undertakes to pay the chartering company the amount of the charter, any additional expenses for its account in the manner, time and other conditions agreed, as well as any damage that the charterer or any of the passengers may cause to the aircraft.

SECOND.- If due to unforeseen circumstances, the aircraft specified in this document cannot be made available before the commencement of the flight or at any time along the route, for any reason, the chartered Company shall seek to provide a replacement of the same type; if this is not possible, of similar capacity and conditions. Such an aircraft replacing the one specified in this agreement need not be owned by the chartered company, nor belong to its fleet nor be operated by it. In any case, the costs, fees or extra charges, if any, involving the replacement of the aircraft shall be borne by the Charterer.

The chartered Company shall assume no responsibility if it is not possible to perform the flight or it is necessary to interrupt it, for reasons of force majeure or for circumstances beyond its control and possibilities, especially those resulting from war or similar events, breach of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, closures, quarantine, pandemics, high-risk epidemics or public health issues, kidnapping, terrorist acts, requisition, seizure, confiscation, expropriation, unrest, adverse weather conditions or force majeure of any nature ("Force Majeure Event"), failure of the aircraft, failures or technical reasons, temporary incapacity of the entire or part of the crew, arrest or similar measures, air accidents, unforeseen events, or which can still be foreseen, whether inevitable, or because of other factors beyond the chartered Company's control or when it can be reasonably assessed that the safety of aircraft passengers or crew is in danger, at the discretion of the Commander or of the chartered Company's personnel ("Act of God")

The Chartered Company shall in no case be liable for compensating the loss of use, loss of earnings, left or received profits or damages caused by the cancellation of a flight, whatever the cause of the cancellation. This circumstance is explicitly communicated to the Charterer at the time of signing the present agreement and the Charterer expressly declares to understand and accept it.

THIRD.- The aircraft operation depends on the chartered Company, whose management, commanders and representatives should have to proceed with the orders, instructions and decisions thereupon. The chartered Company shall have the aircraft's operations personnel under exclusive control and dependence thereon, which cannot receive orders from the Charterer. The aircraft commander shall be vested with all the powers granted by law and he/she shall provide, as the highest authority on board, what he/she deems appropriate with regard to passengers and freight transported, placement thereof, flight plan and any other measure related to navigation.

FOURTH.- The Charterer shall be obliged to provide to the chartered Company, sufficiently in advance, with the entire documentation which, being required for the flight operation, must be obtained by the charterer or passengers, as well as requiring them, provided that their luggage and documentation are in order, to be at the airport sufficiently in advance so as to allow them following the necessary procedures, formalities and clearance checks before the scheduled departure time. The Charterer and the passengers undertake to respect the baggage allowances established by the Chartering Company according to the type of aircraft made available.

In the event that some or all of the passengers do not arrive on time, the chartered Company may choose between operating the flight or cancelling it, being entitled in the latter case to be compensated by the charterer according to the provisions of the hereby agreement.

FIFTH.- The agreed price includes the flight operation expenses, the cost for offsetting CO2 emissions under the Horizon Programme, insurance and services to passengers on board, but not the taxes, fees or special customs duties, Visa charges, expenses incurred by the passenger for transport to and from airport, the use of telephone and data connection on board, additional costs incurred by the modification of the terms of flight service made upon the charterer's request, expenses resulting from Force Majeure Events, costs for aircraft de-icing or costs for leasing hangars because of weather conditions. All these expenses, if any, shall be invoiced after the flight and must be paid by the Charterer within 5 working days from the date of invoice issued to this effect.

The price has been determined starting with the costs existing at the time of agreement execution; thus, if any increment thereof occurs - among which the result of currency parity exchange rate or fuel price is specifically included - the chartered Company shall be empowered to charge the charterer, providing the Charterer with the proper justification.

Any delay on the part of the charterer in payment of the contract price and increments, if applicable, shall entail an obligation to pay the charter Company any resultant costs incurred plus the interest accrued upon the debt at current interest rates.

SIXTH.- Once signed by both parties, the hereby agreement shall be deemed canceled by the Charterer in case of (i) any breach of the payment obligations set forth in section "Place and Method of Payment" of the hereby agreement, (ii) cancellation of any connecting flight booked by the Charterer in advance, before the commencement of flight (iii) a delay of any passenger and / or Charterer for more than 60 minutes of the departure scheduled time (iv) the Charterer and / or Passenger is not present (no-show), or (v) any refusal of the Charterer and / or Passengers to comply with the Commander's reasonable instructions for security reasons during flight and / or the operation which may determine the Commander to reasonably consider cancelling or terminating the planned flight. In such circumstances, the Cancellation Fees determined below shall be applied and they shall be borne by the Charterer.

Advance notice of cancellation	Cancellation Fee
From the date of signing to 72 hrs before flight	25%
Less than 72 hours before flight	50%
Less than 48 hours before flight	75%
Less than 24 hours before the flight and No show	100%

All cancellation fees are subject to a minimum payment of 1,500 Euros, reasonably estimated as the minimum cost of the Chartered Company when a booked flight is canceled and involves just as an example, costs associated with the aircraft positioning, organization and transfer of crews, administration and logistics, opportunity cost and any other additional services.

As an exception to the provisions of this General Condition, no cancellation shall be deemed to be attributable to the Charterer if the Charterer is unable to travel due to operational restrictions, quarantine, contagion or similar situations directly related to COVID-19, so that failure to make a booked flight for this reason shall only result in the obligation of the Charterer to pay the minimum costs referred to in the preceding paragraph.

SEVENTH.- Both contracting parties undertake to comply with the legal regulations in force or governing in the future in connection with chartered air traffic.

EIGHTH.- The chartered Company is entitled to hire the services or subcontract other companies or third parties to comply with all or part of the obligations under this agreement. In such case, the Chartered Company will act as a mere agent. In the event that such third party operators set conditions different from those agreed in the hereby agreement (including, but not limited to cancellation penalties), the Chartered Company shall notify the Charterer, which shall be responsible for accepting the obligations imposed by the end operator and the last flight service provider. If this Eighth Condition is applicable, the company subcontracted by GESTAIR shall be considered the operator or air carrier and it shall have direct responsibility to the Charterer or passengers.

NINTH.- Should the Chartered Company operate the flight on behalf of a third party, other than the Charterer or / and Passenger, both the third and the Charterer shall be jointly responsible for the compliance with all obligations, specifically those of economic nature.

TENTH.- The law on air navigation and other provisions in force in Spain on the matter shall apply to areas not expressly regulated in the hereby agreement. The liability derived from the international air transport shall be governed by the Warsaw Convention in 1929, the Hague Protocol in 1955, the Rome Convention in 1952 and the Montreal Convention on May 28th, 1999, or otherwise, by the mentioned law on air navigation.

In this regard, the chartered Company states that it has properly secured the risks derived from legal liability to passengers and / or luggage, to the extent required by the art. 3.2 and 5.2 of the Regulation (EC) No. 2027/97 of the Council of the European Union on October 9th, 1997 on the Liability of Airlines in case of accidents, as amended by Regulation (EC) 889/2002 and thus by those set out in the Spanish Legislation by RD 37 / 2001 on January 19th and those set out by the Montreal Convention on May 28th, 1999. It also has covered the automatic personal accident insurance according to and subject to the Aviation Legislation of the European Union and space laws such as of the UK, Germany, Poland and / or Switzerland. The charterer knows and has at its disposal the aforementioned legislation, and a copy of the signed insurance coverage.

Gestair shall not be liable and the Charterer holds Gestair harmless in respect of claims brought by the Charterer, by a passenger or by a third party in relation to the payment of compensation for flight delays or cancellations under Regulation (EC) No 261/2004 of the European Parliament and of the Council, as it is not applicable

ELEVENTH.- The hereby Agreement, its particular and general terms and conditions shall be applied and interpreted according to the laws of the Kingdom of Spain.

Both contracting parties agree to submit to ordinary civil jurisdiction and to the competence of courts and tribunals of the Capital of Madrid any dispute that may arise from the compliance, breach and interpretation of this agreement.

TWELFTH. - In compliance with the provisions of (EU) Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR), the charterer is informed that the data provided will be processed by the Chartered Company, with the purpose of executing this contract, and, where appropriate, for the purpose of sending the charterer commercial communications and news from the Chartered Company which may be of interest to him/her. The personal data provided will be kept for the time necessary to comply with legal and contractual obligations according to current regulations at all times. The legal basis for the handling of the charterer's data is the execution of this contract, as well as the charterer's consent for commercial communications and news of the Chartered Company to be sent to him/her. The data will be communicated to the other companies of Gestair group, as well as to the competent public authorities in case of legal obligation. You are informed that you can exercise your rights of access, rectification, deletion, limitation, portability and opposition, as well as withdraw your consent to the processing of your data. You can obtain more information about your rights by going to the website of the Spanish Data Protection Agency, as well as make a complaint to this body if you consider it appropriate.

If the Charterer wishes to receive commercial communications and news from the Charter Company that may be of interest to her/him, please tick the following box:

Likewise, it is informed that in case the Charterer provides the details of a contact person, these will be treated by the Charter Company in case of an accident, also for commercial purposes and to prepare, manage and check-in the flight. The designated contact person will have access to the passenger data and financial information of the flight.

Express consent to the international transfer of personal data.

In order for GESTAIR to provide its air transport and aircraft management services, it may be necessary for GESTAIR to transfer Customer Personal Data to other countries, including the United States. With the understanding that the law of the other countries or the United States may not provide the same level of protection for the Customer's Personal Data as the applicable European law provides, the Customer consents to the processing of its data. The Customer may withdraw this consent at any time by written notice to GESTAIR, but such withdrawal may result in GESTAIR being unable to provide some or all of the contracted services.

Data of the contact person:

Name and Surname:

Address:

Mobile tel.:

Email:

Furthermore, Gestair will process and communicate data in accordance with Directive (EU) 2016/681 of the European Parliament and of the Council of 27 April 2016 on the creation of a uniform system in the European Union for data processing and Passenger Name Record (hereinafter PNR), its implementing laws of EU countries and the Spanish Organic Law 1/2020 on the use of Passenger Name Record data for the prevention, detection, investigation and prosecution of terrorist offences and serious crimes, which establishes that airlines or owners, lessees or holders operating commercial or private flights are obliged to communicate to a special Unit, within the structure of the Secretariat of State for Security of the Spanish Ministry of the Interior, passenger data of any international flight departing from, entering or stopping over in Spain, both 24/48 hours before the flight and at the time the doors close.

THIRTEENTH.- By accepting the hereby agreement, the Charterer declares to have read and understood the content of the information on transport of dangerous goods and products available on the website of the Chartered Company www.gestair.com/pdf/om-dangerous-goods.pdf. The Charterer shall be obliged to comply with and respect the provisions of Royal Decree 137/93 (BOE No. 55 on 5/03/1993) on limitation in the transport of weapons, as well as the provisions of ICAO Document 9284/AN/905, Technical Instructions for the safe transport of dangerous goods by air, regarding the limitations and prohibitions of transport in the cabin or as checked baggage of items considered dangerous; being jointly and severally liable with the passengers for compliance with these regulations.

Informative Note

Due to the set of restrictive measures adopted in February 2022 by the European Union in response to Russia's invasion of Ukraine, air operators are obliged to establish checks and controls in relation to, among other aspects, aircraft ownership and passengers' personal circumstances to the point that air companies will bear all liability resulting from a breach of these policies.

As a consequence of the above, Gestair reserves the right to cancel any booking, flight and contract without indemnity or compensation accruing in favor of the Charterer in the event that such cancellations are related to the measures referred to herein.