

HESNES AIR AS - Terms and Conditions

1. Introduction

Hesnes Air AS (HA), the operator is a certified air carrier authorized to conduct worldwide commercial operations under the rules and regulations of EU-OPS. The aircraft is operated under Air Operator Certificate (AOC) NO. N-052 issued by CAA-Norway.

2. Quotation

The Client shall be aware that a quotation is not to be considered as a reservation and is subject to availability and traffic rights. The client shall further be aware that quotations will also be subject to the following:

- a. A quotation will only be considered as a tentative reservation until such time as a written confirmation has been received by HA, and the terms of payment have been agreed on.
- b. All prices in the quotation include airport charges, passenger taxes, complimentary bar and light catering according to time of flight and passenger preferences.
- c. All Prices exclude de-icing (or hangarage in lieu of de-icing), out of hour charges, overflight permissions and royalties if applicable.
- d. Subject to ongoing aircraft availability and owners release where applicable.
- e. Price is based on today's fuel prices. If fuel price increases, additional cost will be added.

3. Air Charter Brokers

Quotation to a third party client through an Air Broker Company are only given as NET prices and do not include commission. The Broker, as well as the Client, shall be liable to HA for the agreed charter fee.

4. Confirmed Reservation

The reservation will be confirmed on receipt of written confirmation to HA from the Client.

5. Aircraft Availability

HA hereby reserve the right to provide the Client with a similar replacement aircraft if the actual aircraft should become unavailable.

6. Cancellation Fee

Cancellation fee is of agreed price.

More than 21 days before departure: Actual costs and expenses incurred in connection with the planning of the Charter flight.

Cancellation from signing the Flight Confirmation until 7 days before flight: 10 %

Cancellation between 7 days and 24 hrs before the flight: 25 %

Cancellation less than 24 hrs: 50 %

No show: 100 %

The planned departure date will take into consideration any necessary ferry flights required to meet the departure airport.

7. Payment Terms

The amount agreed on shall be paid 5 days prior to departure by bank transfer.

If the amount has not been paid into the HA named bank account 24 hrs prior to departure then HA shall have the right to consider the flight as cancelled by the Client and the rules under §6 shall apply.

8. Disbursement and handling charge

All credit and unplanned charges as regulated in §2, that have been paid for by HA on behalf of the Client, shall be forwarded to the Client without delay.

9. Flight Safety

The Captain of the aircraft shall have the sole right to determine the prudence of commencing or

completing a flight based on a risk analyses of any flight safety related hazards.

10. Performance of a Confirmed Flight

- a. The Captain of the Aircraft shall have the full authority to reject or disembark any Passenger who, by reason of conduct, medical conditions or other circumstances is, in the Captains absolute discretion, unfit to undertake or to continue the Flight.
- b. All flights are "local" to the country concerned and subject to airport and air traffic slots.
- c. Due to other scheduled activities, the aircraft cannot be expected to be available out of agreed time schedule. Departure/arrival times may differ slightly due to unforeseen circumstances.
- d. It is the duty of charterers to ensure that the passengers are in possession of the required travelling documents (Visa, insurance, passports etc.). The requirements may vary from travelling on scheduled flights. HA is not liable for expenses incurred, if the passengers do not possess the correct travelling documents.

11. Baggage

Passengers are entitled to carry a certain amount of baggage, subject to loadability. The baggage shall not exceed the limits from time to time indicated by HA.

Pursuant to Civil Aviation's current regulations, Passengers baggage may not contain dangerous goods.

12. Smoking onboard

Smoking is prohibited onboard all HA aircraft.

13. Limits of Liability

Sub-charters Standard Terms and Conditions of Carriage and any appendixes thereto, as appropriate counts.

Sub-charters liability towards the passengers is subject to the limits of liability outlined in the summary of liability provisions attached to the Quotations, which the customer is kindly requested to make available to each passenger (along with copy of the Standard Terms and Conditions of Carriage and any appendixes thereto, as appropriate). Default to do so, may result in civil liability towards the Sub-charter.

14. Liability for Damage

International travel, as defined in the Convention, is subject to the liability rules of the Convention and European Union Council Regulation No. 2027/97 (as amended by Regulation No. 889/2002 and 785/2004. Additionally, our liability will be determined by these condition s of Carriage.

15. Force Majeure

HA shall not be liable for any delay in performance under this Charter Agreement, and shall not be in default for any failure of performance hereunder due to causes beyond their control. Such causes shall be deemed to be events of "force majeure" and shall include, without limitation, war, warlike operations, armed aggression, insurrections, riots fires, unfavourable or severe meteorological conditions, explosions, accidents, governmental acts and act of the public enemy, labour troubles, industrial conflicts and strikes and any other cause beyond control of HA.

16. Applicable Law and Jurisdiction

The present Standard Terms and Conditions of Carriage are construed in accordance with and governed by Norwegian Law.

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

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

15.1.1 The following recital shall be added:

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

15.1.2 The following definitions shall be added:

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

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

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

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

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

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

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

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

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

Signed for and on behalf of:

Hesnes Air AS of Postboks 104 Borgheim | NO-3163 Nøtterøy

By: HESNES AIR AS
Sissel Kiervaag

Name: SISSSEL KIERVAAG

Title: Sales & Marketing Mgr.

Date: 12/9/11