

## **INFINITY AVIATION Ltd Belgrade, REPUBLIC OF SERBIA**

### **GENERAL TERMS AND CONDITIONS FOR FLIGHTS**

#### **1. SCOPE OF APPLICATION**

The following General Terms and Conditions for flights (hereinafter GTC) shall be applicable to all charter flights of Infinity Aviation doo Beograd (hereinafter Infinity aviation), and shall constitute an inseparable part of the Aircraft Charter Contract. Infinity aviation reserves the right to change the GTC from time to time. In the event of any difference between the GTC and the Charter Flight Confirmation shall prevail.

#### **2. OVERRIDING LAW**

These GTC are applicable unless they are inconsistent with applicable law in which event such laws shall prevail.

If any provision of these GTC is invalid under any applicable law, the other provisions shall nevertheless remain valid.

#### **3. CHARTER FLIGHT BOOKING PROCESS**

Infinity aviation accepts booking and/or charter flights inquiries on a 24hour/7days basis.

Booking and/or charter flight inquiries are accepted:

By phone: +38551800547  
By e-mail: sales@infinityaviation.com  
By fax: +38551800546  
By mobile: +385998153675

Infinity aviation responds to a booking and/or charter flight inquiry by a Charter Quotation sent by e-mail or by fax at the earliest convenience. Upon acceptance of Charter Quotation from the customer, the Infinity aviation issues a Charter Flight Confirmation containing detailed information on flights and schedules.

#### **4. PAYMENT**

The customer shall pay the Infinity aviation the charter price.

Non-payment of the charter price when the same becomes due shall entitle the Infinity aviation to suspend or cancel the Flight Schedule without liability and without prejudice to the Infinity aviation's right to claim from the Charterer the monies remaining unpaid. Infinity aviation reserves the right to cancel the Aircraft Charter Contract at the expense of the customer and deny boarding.

## 5. RIGHTS AND DUTIES OF CARRIER`s CREW AND PASSENGERS

The Infinity aviation shall be entitled, in the event of necessity, to replace the aircraft by other aircraft suitable for the agreed transport.

The passenger is solely responsible for the fulfillment of all visa requirements, passport validity, and all documents required by the authorities at the destination and Infinity aviation assumes absolutely no responsibility to fill, check, or ensures their validity.

The passenger shall consult with the Infinity aviation in advance on the number, weight, and size of his/her baggage since it can be limited for safety reasons and varies dependent on aircraft type. If not agreed otherwise in writing, 15 kg of free luggage and 3 kg of hand luggage shall be allowed per passenger.

The passenger shall ensure that any Baggage, Luggage, and Freight to be transported are sufficiently and properly packed for carriage. The Captain of the Aircraft shall have ultimate authority to decide what load may be carried and how it shall be distributed.

### 5.1. ANIMALS

The carriage of animals is subject to the prior written consent of the Infinity Aviation therefore the costumer shall consult with the Infinity aviation on the conditions of carriage of animals. The costumer is solely responsible for the fulfillment of all requirements and all documents required by the authorities at the destination.

### 5.2 PROHIBITED AND DANGEROUS GOODS

Dangerous Goods must be declared as per Dangerous Goods regulations. Dangerous Goods must be packed and marked correctly according to the appropriate authorities. The Infinity Aviation must be informed about Dangerous Goods on board (e.g. explosives, Gases, flammable liquids, toxic substances, infectious substances, radioactive material) minimally 3 days in advance in order to be able to fulfill all necessary requirements. The carriage of Dangerous Goods shall be performed only by the expressed consent of the Infinity Aviation.

### 5.3 PREGNANCY

The Infinity aviation must be informed in advance about a pregnant passenger on board.

A Single pregnant passenger, without any complications, may be transported after the 28th week only with a Medical clearance statement, and after the 36th week only with Medical assistance on board.

Multiple pregnant passengers, without any complications, may be transported after the 28th week only with a Medical clearance statement, and after the 32nd week only with Medical assistance on board.

## 6. REFUSAL OF CARRIAGE

The Carrier reserves the right to refuse carriage to any passenger, baggage, luggage or freight, incl. Prohibited & Dangerous Goods especially in the following cases:

Passengers:

- suffering from an infectious disease or
- whose health/life may be at risk (e.g. sporting activity incl. deep sea diving without the necessary time for recovery),
- who might pose a threat to the security of the flight or
- who is pregnant more than 36 weeks, resp. 32 weeks;
- who are suspected or guilty of violating or trying to violate aviation, frontier police or customs regulations;

Infinity aviation may also to refuse carriage at any point, to any passengers: when necessary to comply with government regulations; when necessary for the safety and/or comfort of themselves or other passengers; or when the costumer's conduct is disorderly, abusive, or violent towards other customers or Infinity aviation employees.

Baggage, luggage and freight, posing a security threat and thus threatening the flight.

## 7. CANCELLATION IN CASE OF FORCE MAJEURE

The Infinity Aviation is not responsible for the damage that could arise due to a delay or a cancellation of a flight by force majeure, such as bad weather or technical defects or failure by the customer, or if the confirmed flight cannot be performed as a consequence of the withdrawal or late approval of the necessary governmental authorizations or due to other extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken. The Infinity aviation is in the same time not responsible to organize alternative transport in the event that the planned flight or any portion of the flight cannot continue cause outside one's control such as bad weather or technical defects or failure by the customer.

## 8. TERMINATION

If the costumer wishes to terminate or cancel Aircraft Charter Contract after accepting and signing Aircraft Charter Contract, a cancelation fee shall be leveled as follows:

Infinity Aviation shall charge 10% of total amount in the case cancelation after booking.

Infinity Aviation shall charge 20% of total amount in the case of cancelation from 10 to 6 days before scheduled time of departure.

Infinity Aviation shall charge 30% of total amount in the case of cancelation from 120 to 48 hours before scheduled time of departure.

Infinity Aviation shall charge 50% of total amount in the case of cancelation from 48 to 24 hours before scheduled time of departure.

Infinity Aviation shall charge 100% of total amount in the case of cancelation from less than 24 hours before scheduled time of departure.

## 9. INFINITY AVIATION'S LIABILITY FOR THE PASSENGERS AND THEIR BAGGAGE

### 9.1 Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100 000 SDRs (approximate amount in local currency) 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.

### 9.2 Advance payments

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 (approximate amount in local currency).

### 9.3 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 delay is limited to 4 150 SDRs (approximate amount in local currency).

### 9.4 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 (approximate amount in local currency).

### 9.5 Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1 000 SDRs (approximate amount in local currency). 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.

## 9.6 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.

## 9.7 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 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.

## 9.8 Liability of contracting and 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 is indicated on the ticket, that air carrier is the contracting air carrier.

## 9.9 Time limit for action

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

## 9.10 Exoneration

If the carrier 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, the carrier 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 passenger compensation is claimed by a person other than the passenger, the carrier 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 passenger is wholly liable for his or her health assessment before embarking. The carrier shall be wholly exonerated from its liability in the case of degradation of health's condition or damage sustained in case of death or bodily injury of a the passenger caused physical influences of the flight beyond control of the carrier.

  
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Milica Jovanovic, director



Infinity Aviation