



TERMS AND CONDITIONS

1. The subject of this Agreement is the provision of air charter services by the Carrier as requested by the Charterer, for Charter Price and on terms and conditions mentioned hereunder.

2. The Charterer shall pay the amount payable on the invoice issued by the Carrier, in accordance with the terms of payment contained therein.

2.1. The amount payable above shall exclude cost of VIP lounges, extension of airports' operating hours, as well as costs of de-icing, which shall be charged by the Carrier on the basis of actual costs.

2.2. The costs of de-icing at the airport of departure and arrival shall be borne by the Charterer.

2.3. The charterer hereby agrees to cover any additional cost that shall arise from any changes to the conditions of the Agreement made by the Charterer after the Agreement has been signed or actual occurrences that are different to those described in the Agreement such as additional passengers, passenger transport, additional catering, de-icing etc.

2.4. To cover the cost described in point 2.3. Charterer's credit card will be charged immediately after the Carrier has gained knowledge of the changes or occurrences described therein.

3. Any changes to the availability of the aircraft and flight schedule shall be agreed by the parties.

3.1. Each change to the flight schedule stated in the Agreement shall constitute a change to the Agreement which requires to be in writing for it to be valid. In exceptional situations changes, may be agreed by both Parties via e-mail.

3.2. The Charterer is aware that the flight schedule may change due to operational reasons beyond the control of the Carrier.

4. Performance of the Agreement by the Carrier is subject to operational restrictions, necessary permissions and consent of the aircraft owner. In case where such restriction or permission does not allow the Carrier to perform the obligations as agreed, the Carrier shall have the right to reject the Agreement.

5. Subject to statutory legal provisions, the Carrier shall not be liable for any damage, loss or loss of profit suffered by the Charterer or any passengers due to non-performance of the flight in accordance with the flight timetable caused by force majeure, including but not limited to imposed quarantine, aircraft failure, riots, strikes at airports or work disruption, dangers regarding wars or due to any other Acts of God. The Carrier shall not be liable for any damage, loss or delay caused by airport employees or people over whom it has no control.

6. The Parties agree, that the Charterer is entitled to cancel the flight, i.e. reject the Agreement, on payment of fixed penalty and in accordance with sections 6.1-6.2 below. The Charterer shall inform the Carrier of any such cancellation via e-mail sent to the e-mail address stated at the top of this Agreement.

6.1. The Parties hereby agree to the following fixed penalties: (i) 10% of the price as stated in the Agreement – in stances when the flight is cancelled by the Charterer before expiry of 7 days prior to departure date, (ii) 30% of the price stated in the Agreement – in circumstances when the flight is cancelled by the Charterer after expiry of 7 days prior to and not later than 96h before departure date, (iii) 50% of the price stated in the Agreement – in circumstances when the flight is cancelled by the Charterer 96h prior to departure date, (iv) 100% of the price stated in the Agreement - in circumstances when the flight has already commenced albeit for the purpose of relocating the airplane to airport of passenger embarkation.

6.2. The Carrier is entitled to claim damages exceeding the fixed penalties based on general legal provisions.

6.3. Termination of Agreement shall not mean termination of right to claim for liquidated damages.

7. Internet access on board an aircraft is charged \$10 per minute per user. Satellite phone is charged \$2 per minute.

8. Credit cards are accepted by the Carrier, and bank surcharges shall apply (Visa & MasterCard +1,95%, AMEX +4,5%).

9. The General Terms and Conditions of the Carrier constitute an integral part of this Agreement. The Charterer declares that they accept the General Terms and Conditions of the Carrier.

10. All amendments hereto (except as otherwise stipulated) must be made in writing, otherwise they shall be considered as null and void.

11. This Agreement shall be governed by and interpreted in accordance with Polish law.

12. All disputes arising from this Agreement shall be settled by Common Court appropriate – to the Carriers's registered office address.

13. In case of any translations thereof, English language shall prevail.

14. Passengers' List delivered by the Charterer as stipulated in the General Terms and Conditions of the Carrier shall constitute an integral part of this Agreement.

15. Smoking is not allowed on board of Carrier's aircraft. In case this provision is breached, penalty of 10 000 EUR will apply.