

# Terms & Conditions

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## Article 1 – General

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- a. ASL makes available to the Charterer an aircraft for the transportation of passengers and baggage in accordance with the “Charter Agreement.” The Charter Agreement consists of these General Terms and Conditions of Business and any Attachments to these General Terms and Conditions of Business
- b. The Charter Agreement contains all specific information relevant to the flight schedule, type of aircraft, dates and times of planned operations, special provisions required and the charter price.

## Article 2 – Aircraft, crew, passengers and baggage

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- a. ASL makes available to the Charterer an aircraft that is fully manned and equipped for the execution of the flight schedule as agreed between the parties.
- b. ASL has the right to replace the aircraft assigned for the flight with another aircraft that is equally suited to perform the planned flight schedule.
- c. Passengers shall be in possession of all of the personal travel documents required, unless otherwise agreed in the Charter Agreement
- d. Bringing baggage on board the aircraft containing items listed as prohibited by International and Dutch law is not permitted. ASL may restrict the size, volume or weight of baggage.

## Article 3 – Clearances

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- a. Clearances, including over flight rights, airport slots granted by government agencies/organisations, shall be obtained by ASL, unless otherwise agreed. The Charterer shall offer full cooperation in providing information, data or statements required for obtaining the necessary clearances.
- b. If the aforementioned clearances cannot be obtained in full, or in time, as a result of circumstances which cannot be attributed to either the Charterer or ASL, the parties shall immediately consult each other in order to find a solution to the problem.

## Article 4 – Flight schedules and changes in departure times

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- a. ASL will operate the flights to the best of its abilities, in accordance with the agreed flight schedule. Departure and arrival times should be regarded as estimations and cannot be guaranteed. ASL has the right to deviate from the flight schedules if this can reasonably be attributed to circumstances outside ASL’ control.
- b. Changes or additions to the agreed flight, flight schedule, or departure and arrival times at the Charterer’ s request are subject to approval by ASL, and may result in changes in the agreed charter price. Flight schedules are subject to approval by the local authorities.
- c. If the scheduled departure time cannot be met as a result of circumstances that can be attributed to the Charterer, ASL can charge any additional costs to the Charterer.

## Article 5 – Operational control

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- a. The aircraft will be operated under the operational control of ASL at all times. Operational control can be exercised by ASL at any time and in any form at ASL’ discretion.
- b. The Charterer and passengers are subject to orders and instructions given by or on behalf of the commander of the aircraft.
- c. The aircraft commander has full authority in relation to the passengers to be transported, the baggage, cargo and livestock, and the division of these. The commander is authorized to decide if and how the flight shall be executed and the airport at which the aircraft will land.

## Article 6 – Force majeure

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- a. Not to be attributed to ASL are (consequences of) : 1) meteorological conditions 2) delays due to Air Traffic Control 3) technical failures (conditional on the correct maintenance being performed by ASL in accordance with the regulations of the Aviation Authority (“Inspectie Verkeer en Waterstaat / Directie Luchtvaart”) 4) strikes, industrial disputes, riots, demonstrations, embargoes, war or threat of war. 5) government restrictions, circumstances that may be detrimental to the health and/or safety of passengers, livestock and/or cargo 6) in general: any shortcomings in fulfillment of the contract that cannot be attributed to ASL either by law or by generally accepted standards of business.
- b. Other considerations: if the aircraft is forced to divert to an airport in the vicinity of the destination and it cannot be reasonably expected that the flight can continue to the original destination airport, the flight shall be considered to be duly completed in accordance with the flight schedule. Notwithstanding the former, ASL will, within reasonable limits (in the sole judgment of ASL), make all possible efforts to transport the passengers by other means of transport (e.g. car) to the destination.

c. If, as a consequence of force majeure in certain areas, ASL is forced to deviate from the planned flight schedule, or is in any other way hampered in the execution of the flight schedule, and a certain flight can only be performed at extra cost or effort (such as rerouting, additional landings or overnight stops), the parties will consult each other immediately about the new situation.

#### **Article 7 – Obligations of the Charterer and passengers**

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a. The Charterer is responsible for the passengers complying with all relevant laws and regulations of government, customs or other institutions, and for them meeting all of their obligations in other respects and for them paying any rights, fees, levies and other costs, also in case these are charged primarily to ASL.

b. It is not permitted to bring articles on board the aircraft as baggage or otherwise which cannot be transported in accordance with the applicable government or IATA/ICAO rules and regulations, or which in the opinion of ASL are dangerous, malodorous, or offensive, or the transportation of which is prohibited by any state or country over which the flight is planned to be executed, or which may jeopardize the safety of the flight, or which are not suitable for air transportation.

The Charterer shall exempt ASL from and, in reasonable measure, compensate ASL for claims, losses, levies or other costs arising from non compliance with the previous section. The Charterer shall compensate ASL for any damage to the aircraft, other than normal wear and tear, caused by the passengers.

If, due to circumstances, it is not attributable to ASL or due to safety.

#### **Article 8 – Costs and payments**

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a. Included in the price of the charter are all costs related to the execution of the flight schedule, maintenance and operation of the aircraft, such as costs of fuel, lubricating oil, maintenance and repair, landing, parking and overflight charges, International Route Charges (IRC's), passenger and aircraft ground handling service airport charges, environmental charges, Passenger Facility Charges (PFC's), security charges, salaries daily allowances and hotel charges of the crew, as well as the costs of catering for the passengers during their stay on board.

The costs for or related to de-icing the aircraft are not included in the charter price. However, ASL shall try and avoid or minimize these costs by arranging frost free parking if available at a lower cost than the cost for de-icing.

b. Not included in the price are all other costs such as costs for additional landings en route at the request of the Charterer, extra levies for damage (including war risk) and other taxes or costs related to passengers and baggage transported or to be transported.

c. If, between the time of signature of the Charter Agreement and the commencement of the flight, the total costs for the execution of the flight schedule as well as the costs for maintenance and operation of the aircraft increase, ASL has the right to charge the increase to the Charterer in the following manner:

1. Costs included in the charter price: until six weeks prior to the commencement of each flight, unless otherwise agreed  
2. Increases in fuel costs of more than 10% in respect of the Posted Airfield Price (PAP) at Schiphol Airport on the day of signature of the Charter Agreement: until 20 days before the commencement of each flight  
3. Costs not included in the Charter price: from the moment these charges are being levied or increased.

ASL shall inform the Charterer as soon as possible about cost increases or indications about pending cost increases by third parties, which may be charged by ASL to the Charterer in accordance with this paragraph

d. The Charterer is bound to pay the charter price in full, including -if and insofar as applicable- taxes, levies and other charges, costs and cost increases, at or before the agreed time in the currency, at the place and in the agreed manner, failure of which leads to the loss of the right of transportation.

g. All amounts and prices are - where applicable - exclusive of VAT ("BTW").

#### **Article 9 – Cancellation**

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a. When the Charterer decides to cancel or partially cancel the execution of the Charter Agreement, depending on the moment of cancellation, the following cancellation fees are due:

- From signing to 72 hours before commencement of the flight schedule: 25% of the agreed price of the cancelled flight schedule or part thereof;
- 72 - 48 hours before commencement of the cancelled flight schedule or part thereof: 50% of the agreed price of the cancelled flight schedule or part thereof;
- 48 - 24 hours before commencement of the cancelled flight schedule or part thereof: 75% of the agreed price of the cancelled flight schedule or part thereof;
- within 24 hours before commencement of the cancelled flight schedule or part thereof: 100% of the agreed price of the cancelled flight schedule or part thereof;

b. Cancellation by the Charterer or ASL shall be notified by electronic mail, fax, telex or per registered mail;

c. Cancellation of bookings by Charterer is only allowed as far as agreed. As long as the Charterer has the right to cancellation without cancellation fee, ASL has the same right, provided the cancellation is based on reasonable grounds.

d. The time of cancellation is considered to be the moment ASL receives the relevant fax, telex or registered mail.

## Article 10 – Validity and termination

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a. Both parties can terminate the Charter Agreement without any delay, without holding the other party liable, and without lawsuit:

b.

1) When, after a summons to rectify a failure to comply with any obligation arising from this Agreement within 24 hours, the other party fails to comply with the fulfillment of this Agreement, or any legal obligation conditional to the execution of the flight schedule of this Agreement.

2) If the other party is in state of bankruptcy, has been granted suspension of payment, or when an official embargo has been laid on all or on a substantial portion of the other parties' assets. 3) When the other party enters into or is in a state of liquidation.

In the case of termination under paragraph a of this article: 1) The Charterer, if the Charterer is the party failing to meet its obligations or circumstances as in paragraphs 10. a.2 and 10. a.3, the Charterer is due to pay to ASL, at least:

a. 100% of the price of the Charter agreement up to the moment of termination, and; b. Cancellation fees from the time of termination, in accordance with these General Terms and Conditions.

2) ASL, if ASL is the party failing to meet its obligations or circumstances as in paragraphs 10. a.2 and 10. a.3, ASL is due to pay to the Charterer at least:

a. 100% of the charter price paid by the Charterer until the moment of termination, for which ASL has not fulfilled its obligations, and; b. Any costs arising from the transportation of passengers, stranded at another location.

## Article 11 – Liability

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a. Unless otherwise stated in the Charter Agreement, ASL, its staff and other personnel as well as its agents shall never be subject to any liability other than as mentioned in the Warsaw Convention of 12 October 1929, amended by the The Hague Protocol of 28 September 1955, or in the Guadalajara Convention of 18 September 1961 or in the Dutch “Wet Luchtvervoer” (Air Transport law) of 10 September 1936, on the understanding that ASL has surrendered the limitation of liability for death or injury as covered in article 22.

If ASL is held liable for any other or higher liability than those mentioned in the previous paragraph, as a result of circumstances due to the Charterer, the Charterer shall safeguard or indemnify ASL, its staff or other personnel, as well as its agents, against these other or higher liabilities.

b. To the extent of its legal liability resulting from or related to the flights, the Charterer will, for the period of time that the passengers who are conveyed in accordance with this Charter Agreement are subject to the care and supervision of ASL, be considered to be co-insured by the ASL' insurance policies covering death or injury and loss of baggage under the same conditions as ASL. On request, the Charterer shall receive a certified copy of these insurance policies.

c. Notwithstanding article 3 para c and article 4 para e, ASL shall never be liable for not fully executing or delaying a flight as a consequence of acts of third parties, as well as loss of, or damage to or defects in the aircraft or part of the aircraft, or to any tool or appliance required for the proper use of the aircraft; d. Baggage, conveyed under the terms of this Agreement, shall be considered to be accepted without declared value.

e. Notwithstanding this article and articles 9 and 10, ASL shall never be liable for the Charterer's third parties acting on behalf of the Charterer, for a higher amount than the charter price, paid at that moment in time.

f. The Charterer safeguards ASL against all claims including costs of court cases, related to any third party liability resulting from a circumstance due to the Charterer, or his staff, personnel or agents.

## Article 12 – General conditions

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a. Transportation in accordance with this Charter Agreement is also subject to the conditions laid down in transport documents and transport conditions of ASL and/or, as far as applicable, other air transport companies. b. Changes to these General terms can only be agreed upon by the parties in writing.

c. Jurisdiction of Charter Agreements and their execution is solely under Dutch law. Any claim filed against or by ASL shall be served in the appropriate Court of law in Haarlem.