

JUNG SKY Ltd. Zagreb, Strojarska cesta 20, Personal Identification Number: 27095944238 (hereinafter: Carrier) brought on December 1st, 2012 the following:

General terms and conditions for provision of our services

I GENERAL TERMS

These General Terms of the transport of passengers and luggage define the terms of negotiating the transport of passengers and luggage through all aircrafts owned by the Carrier and for all users or Clients of the transport.

The Carrier will carry out the transport of passengers and baggage in accordance with agreed Transport Contract and the international and national regulations which regulate the contractual relations in air transport, with the diligence of a good businessman.

II TERMS

Certain terms from these General Terms as well as certain contracts on the transport of passengers and luggage have the following meaning:

“Carrier” – the company JUNG SKY Ltd., Zagreb, Strojarska cesta 20.

“Other carrier” – a domestic or foreign company registered for the transport of passengers and luggage, different from the Carrier,

“Transport Client” – a physical or legal entity which closed a contract for transport,

“Passenger” – a person who has the right to transportation based on the Transport Contract,

“Luggage” – registered and unregistered personal belongings which the passenger carries with him on the trip,

“Hand Luggage” – personal belongings that the passenger carries with him or on him during the flight,

“Arranged Landing Spot” – the destination spot of the passenger for whom the transport was contracted,

“European Mutual Air Space” – the air space above country members of the European Union and the Republic of Albania, Bosnia and Herzegovina, Republic of Croatia, The Former Republic of Macedonia, The Republic of Island, The Republic of Montenegro, The Kingdom of Norway, the Republic of Serbia and the Republic of Kosovo as a signatory of the Agreement on the European Mutual Air Space,

“Intermediate Landing” – the anticipated temporary termination of the transport in a place between the liftoff place and the destination,

“Transport Fee” – the total fee for transportation (the fee of the Carrier, taxes and fees),

“Day” – calendar day,

“Extraordinary Circumstances” – extraordinary unpredictable facts which could not have been prevented, removed or avoided with the application of all reasonable means: weather conditions in the atmosphere which interfere with the flight (fog, snow, ice,

storm and alike), safety hazards and unpredictable problems which could affect the safety of the flight, including technical problems on the airplane or at the airport, political circumstances, a strike with an effect on the possibility of performing a flight, decisions of the official service of aviation and alike,

“Regulations” – international convention and national legislation which is implemented on the air traffic and this is: the Law of obligatory and proprietary relations in aviation, the Law on Aviation as well as sub-legal acts of the authorized administrative body of the Republic of Croatia on aviation and other regulations which define the obligatory relations,

“Applicable Law” – the Law applicable to certain transport or events regarding transport,

“Empty Leg Transport” – transport which is carried out on flights where the airplane is positioned to a new trip or is returning to the base after the carried out trip.

III TRANSPORT CONTRACT

The Carrier will close a Transport Contract with the Client for each individual flight.

The Carrier will provide transport only for the Passenger for whom the transport is contracted and who is identified by the Carrier on the basis of relevant documents.

The Contracted right to transport is not transferable without the consent of the Carrier.

The Transport Contract for the Passenger can be closed by the Client different than the Passenger, in his own name or on behalf of the Passenger.

IV TRANSPORT FEE

The Transport Fee is defined by contract between the Client and the Carrier.

The Transport Fee regards only the transport by airplane from the departing airport to the arrival airport, unless it is differently defined by contract.

The Transport Fee does not include transport expenses to the airport from where the contracted trip begins, as well as the transport expenses from where the contracted transport finishes unless it is differently defined by contract.

The Transport Fee does not include expenses of eventual de/anti icing.

The Carrier reserves the right to increase the Transport Fee even after it has been paid in full by the Passenger, if it is necessary due to increased public fees or operator services. Although if the price is increased by more than 10% of the contracted price, then the Passenger has the right to cancel the Transport Contract and request the return of the paid amount.

The Transport Fee is contracted in the currency which is defined by the Carrier or in the currency in the place of payment with a currency clause regarding the currency which was defined by the Carrier, and this is according to the currency rate on the day of payment.

V CANCELATION OF THE TRANSPORT BY THE CLIENT

If the Passenger/Transport Client does not pay the Transportation Fee within the agreed time period or cancels the flight, the Carrier may cancel the contract.

In case the Passenger/Transport Client cancels the contracted transport, the Carrier has the right to appropriate compensation from the Passenger/Transport Client for the unused transportation as follows:

- 30% of the contract price of transportation - in case of cancellation of the ordered transport within 15 to 8 days prior to scheduled departure,
- 50% of the contract price of transportation - in case of cancellation of the ordered transport within 7 days to 24 hours prior to scheduled departure,
- 100% of the contract price of transportation - in case of cancellation of the ordered transport within 24 hours prior to scheduled departure.

VI SCHEDULE CHANGES BY THE CLIENT

If the Passenger/Transport Client changes the schedule of the contracted transport, the Carrier will offer the Passenger/Transport Client minimum of three additional transport periods. Passenger/Transport Client agrees to take into account the Carriers existing schedule, and that the Carrier has the right to appropriate compensation from the Passenger/Transport Client for the unused transportation period as follows:

- 10% of the contract price of transportation - in case of schedule change of the ordered transport within 14 to 7 days prior to scheduled departure agreed in the contract,
- 15% of the contract price of transportation - in case of schedule change of the ordered transport within 6 days to 24 hours prior to scheduled departure agreed in the contract,
- 20% of the contract price of transportation - in case of cancellation of the ordered transport within 24 hours prior to scheduled departure agreed in the contract.

In case the Passenger/Transport Client does not accept any of the offered periods within 14 days from the changed schedule, the Carrier has the right to cancel the contract and has the right to appropriate compensation defined in Article V (Cancellation of the transport by the Client)

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VI BOARDING OF PASSENGERS

With the Transport Contract the Carrier will, for a certain transport, define the time of arrival of the passengers to the airport for departure, taking into consideration the rules of the airport being used, in order to allow passengers a more comfortable journey.

If the time of arrival at the departure airport is agreed upon, the Passenger must be at the boarding place for at least the period of time before the flight as defined in the Transport Contract.

Passengers must follow the agreed transportation time, taking into account the limitations of the maximum allowable operating time of the crew.

The Carrier may cancel the transport of a Passenger who did not arrive at the airport of departure at the agreed time or did not arrive at the boarding gate within the agreed period, or if the Passenger does not have all the documentation required for boarding. In this case it is considered that the Passenger/Transport Client withdrew from the Transport Contract within 24 hours prior to the time of departure, and the Carrier is then entitled to a reimbursement of 100% of the agreed Transport Fee.

Seats in the airplane – layout of the passengers

If necessary, the Carrier will previously consider the request of passengers for a particular seat in the airplane, and reserves the right to subsequently change the distribution of passengers in the airplane because of a justifiable safety or other justifiable reason.

Denial and restriction of transport

The Carrier may refuse to conclude a Transport Contract regarding a certain Client if there is reasonable cause.

The Carrier may refuse to transport a Passenger and his luggage especially in the following cases:

- If the Transport Fee has not been paid or the Passenger is without proper documentation to board, or if the passenger has no right to enter a particular country or the right was not obtained,
- If the Passenger has acquired a document on the right for transport from a person who has not requested or received approval from the Carrier for the transfer,
- If a particular passenger cannot or does not want to prove their identity,
- If a particular passenger fails to comply with security measures or refuses a security screening,
- If a particular passenger transport could endanger the safety and comfort of other passengers or crew,

- Because of the mental or physical condition of a particular passenger which could compromise the security of the passengers, crew or other passengers (impairment from alcohol, the influence of narcotics, etc.)
- Because of a particular passenger with whom the Carrier already had problems because of his inappropriate behaviour on a previous flight, and the Carrier may reasonably expect that the passenger will behave like this again,
- If the Carrier would violate any public authority measure with the transport of a certain passenger and/or his luggage.

Aid for certain passengers

The Passenger or Client of the transport is required to mention to the Carrier if a certain passenger is in need of assistance in transport when contracting for transport.

People in need of assistance in transport are: children, unaccompanied minors, pregnant women, people with disabilities, older persons and persons with reduced mobility, sick persons and other persons whose condition requires special assistance in transportation.

The Carrier will inform the Client that, when contracting for transportation for unaccompanied children, the transport requires previously supplied suitable documentation from the parents or the legal guardian of the child as a passenger, and which documents are necessary for this.

VII LUGGAGE

Fee for transport of Luggage

The Luggage will be transported by the Carrier simultaneously with the transport of passengers.

Typically, the Carrier does not charge a separate fee for Passenger Luggage which does not exceed a certain weight.

The Carrier has the right to refuse to carry Luggage exceeding the specified weight contracted by the Transport Contract, or a size that exceeds the dimensions of the door compartment of the airplane. Door compartments dimensions are 60 x 46cm:

Examination of luggage and passengers

The Carrier is authorized to request an examination of the Passenger and his Luggage when necessary, and if the Passenger is not available, the Carrier can examine the Luggage in his absence for the purpose of determining whether the Luggage contains objects that have been banned as Luggage in air traffic. If the Passenger refuses such an examination, the Carrier will refuse to transport the Passenger and the Luggage. Regarding any damage that would occur to the Passenger during an X-ray, the Carrier is only liable for damage caused due to gross negligence during the examination.

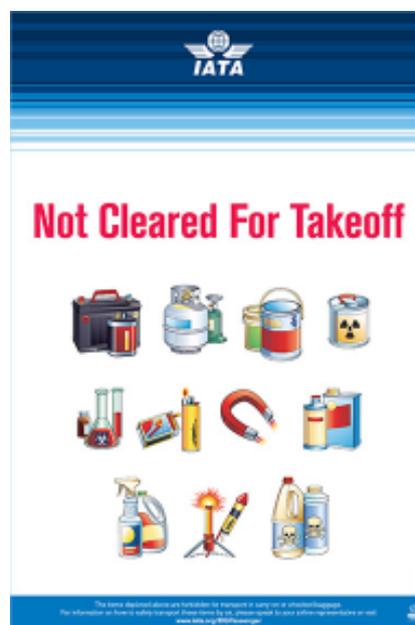
Disallowed Luggage

It is not allowed to carry the following in Luggage:

- Objects that international regulations or the rules of the Carrier do not allow to be transported in air traffic because they could endanger the airplane or persons and property on board the airplane,
- Objects that are prohibited from transportation by air traffic through regulations by the state in which or through which the transport is being carried out,
- Firearms and ammunition, except arms and ammunition for hunting and sport that can be carried as set luggage, provided it is secured against possible activation,
- Objects which are reasonably evaluated as dangerous or threatening to security because of their size, shape or structure, and taking into account the type of aircraft they are transported in.

The Carrier will refuse to transport all objects that are forbidden as Luggage in air transportation. If in the course of transport the Carrier determines that the Luggage contains objects that are forbidden in air transport, he is authorized to deny continuing the transport of these objects.

Detailed description of disallowed objects carried in Luggage can be found at webpage http://www.ccaa.hr/download/documents/regulations-for-dangerous-goods-carried-by-passengers-and-crew_2669



Hand Luggage

Objects of significant value (cash, securities, documents, valuables, computers, mobile phones and similar devices, cameras and other valuable or irreplaceable objects), as well as drugs for personal use during the journey, must be carried by the passengers as Hand Luggage. The Carrier is not responsible for any damage caused by the destruction, loss or damage to such objects.

If in the course of transport the Carrier determines that the Luggage contains objects that he is not responsible for, he is obligated to warn the Passenger of this and require them to take these objects as Hand Luggage at their own risk, otherwise he will deny the continued transport of these objects. As a rule, the volume of Passenger Hand Luggage is limited to Luggage which the Passenger can safely place in the cabin space of the airplane. The Carrier can further limit the volume of Hand Luggage of passengers. If the volume of Hand Luggage is larger than usual or exceeds the limits set by the rules of the Carrier, this Luggage will be placed into the luggage space of the airplane.

Objects cannot be entered into the airplane as Hand Luggage if by their nature they can present a danger or disturbance to the airplane, passengers and/or other objects, or these things do not belong in the passenger cabin of an airplane.

Exceptionally, when it is necessary to transport objects which by their shape and volume are not usually Hand Luggage, and by the evaluation of the Carrier these objects are not forbidden in air traffic, the Carrier will accept these objects if previously required by the Passenger and with an additional fee.

Responsibility of the Carrier for damage to luggage

The Carrier is not liable for the destruction, loss or damage to Cabin Luggage unless the Carrier caused the damage or it was caused by a person who has performed the transport for the Carrier.

Transport of animals

The Carrier will, by request of the Passenger, transport a dog or cat passenger, but only under the following conditions:

- a) The Passenger has the dog or a cat placed in an appropriate cage and must have the required documents regarding the health of the animal and vaccinations, entry permits and other regulations of the country in which or through which the transport is carried out,
- b) Animals are not transported as a part of Luggage,
- c) The Carrier is not responsible for possible deterioration of the animal's health, death of the animal or for the denial of other countries for the animal to enter or transit through the country.

VIII TIME OF TRANSPORT

The Carrier is obligated to carry out the transport within the agreed period.

The Carrier may change the flight time for reasons not by him or caused by him. The Carrier is obligated to inform the Passenger about every flight change immediately, and offer the Passenger another flight period if it is possible due to the nature of the trip. The Passenger does not under any circumstances have to accept the other flight period, he can cancel the contract and has to right to be reimbursed for the amount of the Transport Fee paid minus the necessary expenses and the carried out part of the transport.

The Carrier does not guarantee to perform the contracted Empty Leg transport, and is not responsible for any additional expenses or consequential loss caused to the Client and/or Passenger as a result of cancelling the Empty Leg transport.

Care of the Passenger in case the Carrier is late

In the event of an expected long wait for the flight, the Carrier will provide the Passenger with the care that must include at least:

- Meal and drinks free of charge in the quantity proportional to the waiting time for a flight
- Hotel accommodation if necessary,
- Two phone calls or other electronic messages.

Everything mentioned in this Article does not apply to Empty Leg transport.

The rights of the Passenger regarding the cancellation of the flight

The Carrier is not responsible for damages in the event that the Passenger's flight is cancelled due to Extraordinary Circumstances which could not have been foreseen or avoided despite taking all reasonable measures by the Carrier. In this case, the Carrier will offer the Passenger another flight to fit his needs or return the paid amount of the Transport Fee paid minus the necessary expenses and the carried out part of the transport.

The Client agrees that the Carrier is authorized, instead of the agreed type of airplane, to provide air transportation service by an airplane of different type, provided that such modification does not affect the transport service. In the case of operational and/or technical problems, the Carrier is authorized to offer transport to the Client by another airplane or Other Carrier who will carry out the contracted transport for the Carrier, and above stated does not apply to Empty Leg transportation.

IX RULES OF CONDUCT ON THE AIRPLANE

For the duration of the transport the passengers on board the airplane must behave with respect to other passengers and the crew of the airplane without disturbing their comfort and safety. The Carrier can take the necessary measures against a passenger, even restrict his freedom in an airplane if the passenger:

- Behaves in a way that endangers persons or property on board the aircraft or violates their comfort,
- Does not follow the instructions of the crew on smoking, alcohol and drugs, etc.
- Interferes with the crew in their work,
- Inflicts injury to another passenger and the like.

The Carrier can, in the described cases, remove such passenger from the airplane or in a place of intermediate landing forbid him to continue to travel, start misdemeanour proceedings against him and claim damage compensation.

Prohibited electronic communication

The Carrier may, for security reasons, temporarily or for the duration of the flight ban a passenger from using electronic devices: cell phones, computers, radios, CD players, electronic games, and the like.

X TRAVEL DOCUMENTATION

All documents that are required for a Passenger to travel to another country, the Passenger is required to obtain himself and the Carrier will not be responsible for the Passenger's failure to obtain the adequate documentation needed to travel to another country or to transit through a particular country.

Before the trip, the Passenger is required to give his passport to the Carrier for inspection and to allow the Carrier to make copies of documents necessary for a specific trip. The Carrier may refuse the Passenger if the documents he presented did not meet the conditions for the transport to a certain country or through a particular country.

If the Passenger is refused to enter a country due to lack of travel documents, the Passenger is required to reimburse the Carrier for any damage suffered and the Passenger is not entitled to a reimbursement of the paid fee for the transport.

XI CUSTOMS CONTROL

The Passenger is required to submit himself and his Luggage to custom personnel inspection and, on request of the authorized personnel, is required to be present during the examination of his luggage.

The Carrier is not responsible for the actions of the customs personnel or behaviour of Passenger in customs clearance.

The Passenger must allow each safety check performed by official staff, airport staff and the Carrier.

XII RESPONSIBILITY FOR DAMAGE

The Carrier's responsibility for damage caused during transit is governed by International Law. Croatian regulations are applied for damage caused in the domestic airspace.

General rules on responsibility for damage in air transport

The Carrier is only responsible for damage sustained in the course of transport which is carried out directly by the Carrier, or jointly for damages caused by Other Carrier chosen by the Carrier itself.

The responsibility for damages, the rules on limitation and exclusion of liability for damages are applied to all persons who perform certain activities and/or services in relation to the transport, for the Carrier or on behalf of the Carrier. The rights of the damaged person regarding claims towards any of those persons or the Carrier cannot exceed the amount of liability defined in relation to the Carrier.

When the Carrier is not responsible for damage

The Carrier is not responsible for damage:

- If the Carrier is the agent for the Other Carrier,
- For things that are prohibited to be transported in these General Terms
- Damage caused by the things that are in the Passenger's luggage, for which the Passenger is responsible,
- Disease, worsening health condition, injury, disability or death of the Passenger whose medical condition is such that transport is dangerous for him, and the damage has occurred as a result of the health status of the Passenger,
- For damage caused by the decisions and actions of public law officials or if damage is caused by failure to comply with these decisions and measures by the Passenger,
- Profit loss and other indirect damages occurring to the Passenger due to the Transport Contract, even when the transport is contracted for business purposes.

XIII FINAL REGULATION

These General Terms will come into force on the day they were brought, or the day they were published on the web site of the Carrier.