



The Business Jet Company

**Panaviatic AS**  
Tallinn, Estonia

Tallinn, 03 Apr 2021

Confirmation: 04-2021/03

To: \_\_\_\_\_

Date of flight	Departure Time (lcl)	From	To	PAX
04 Apr 2021	11:00			4
05 Apr 2021	TBA			4

**Aircraft : ES-PVH/ Learjet 31**

**Charter Price: EUR \_\_\_\_\_ EUR - VAT free payable on invoice**

This price is subject to availability, slots, parking, traffic rights and schedule.

Charter price does not include: de-icing, ground transportation, catering, certain VIP lounges

Airport charges out of normal operating hours shall be paid by the Customer on demand.

**Cancellation policy:** From booking – 10%  
96 - 48 hrs prior to departure 25%  
48 -24 hrs prior to departure 50%  
Less than 24 hrs prior departure 100%

Please do not hesitate to call us in case you need any further details or information. We are looking forward to meeting your passengers on board!

Best regards,

Panaviatic AS  
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Offer and Terms & Conditions  
accepted by Customer

.....  
signature, name



The Business Jet Company

# Charter Terms & Conditions

**The following Charter Terms and Conditions are an inseparable part of the agreement between Panaviatic and the Customer under which Panaviatic provides one or more charter flights to the Customer. Any amendment or variation of these terms is valid only in case the written confirmation of such variation or amendment has been sent to the Customer by Panaviatic.**

## 1. Scope

The subject of the contractual agreement between Panaviatic and the Customer is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the quotation submitted by Panaviatic.

Panaviatic has the right to change the route, flight schedule and seating capacity if this is required for safety reasons or under certain operational circumstances not caused by Panaviatic. Panaviatic is not responsible for informing any parties other than the Customer of these Charter Terms and Conditions.

## 2. Included Costs

The charter costs include the costs related to aircraft and crew, fuel cost, airport charges, air navigation service charges and the cost of preordered catering.

## 3. Additional Costs

Fuel surcharges, costs of de-icing of the aircraft and any other unexpected costs of specially requested items or services will be invoiced to the Customer separately. Additional costs include also all the expenses that are caused by the Passengers' late arrival. The Customer is obliged to pay for these costs within 14 days after receiving the invoice.

In the case of special circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time limitations, an enlarged or additional flight crew will be needed. If these circumstances or changes are not caused by Panaviatic, all the costs that will be needed for the enlarged or additional flight crew will be covered by the Customer.

## 4. Fuel Price

Due to the fact that the quotation is influenced by fuel price fluctuations, Panaviatic reserves itself the right to adjust the charter price if the fuel price increases more than 5% at the destination or the departure airport between the date of submitting the quotation and the date of receiving the confirmation.

## 5. Substitution of Aircraft

The attached quotation is not aircraft specific but aircraft type specific and Panaviatic reserves the right to provide the Customer with the equal or better aircraft type at the same costs.

In case the agreed aircraft type is not available, Panaviatic may also provide an aircraft type of lesser value with a reduced price offer. In case the Customer does not agree to an aircraft of lesser value Panaviatic has the right to cancel the flight.

## 6. Force Majeure

Panaviatic reserves the right to postpone the flight or redirect the flight or provide the Customer with another similar aircraft, in case the flight cannot be performed with the quoted aircraft due to *force majeure* or other factors over which Panaviatic has no control, or when the safety of Passengers, crew or the aircraft can reasonably be assessed to be in danger, at the discretion of the Pilot-in-Command of the aircraft or of Panaviatic's executive personnel. Panaviatic is not responsible for any damage or loss caused as the result of the above mentioned circumstances unless otherwise stated in legislation.

In case the *force majeure* occurs before the first leg of the flight and no suitable solution can be found, Panaviatic has the right to cancel the flight. In this case Panaviatic shall refund the Customer the amount corresponding to the flight in question minus all the expenses already made.

If the above mentioned event occurs *en route*, any costs arising from such changes or delays will be carried by the Customer. These costs do not include repairs to the aircraft, but include the costs of providing an alternative aircraft.

## 7. Flight Cancellation

In case of cancellation of any booked flight by the Customer, a delay of a Passenger and/or Customer leading Panaviatic to cancellation of the booked flight, an event where either the Customer and/or any Passenger does not arrive, or a refusal by the Customer and/or any of its Passengers to conduct a flight in accordance with flight safety or security requirements leading the Pilot-in-Command of the aircraft to deem it reasonably necessary to cancel or terminate a planned flight, the cancellation fees set out below shall be covered by the Customer.

Panaviatic shall make all reasonable efforts to ensure the highest flexibility for the Customer / Passenger. A schedule change of more than 2 hours of any flight booking not initiated by Panaviatic will be regarded as a new flight and therefore must be

reconfirmed by Panaviatic. If Panaviatic is unable to accommodate the revised schedule change to the flight booking, the Customer shall either accept the original confirmed flight booking or pay the applicable cancellation fee.

It is the Customer's responsibility to ensure that the Passengers arrive adequately in advance of the scheduled departure time. The Customer shall be responsible for late arrival of any Passengers. Due to Crew Duty Time Limitations Panaviatic reserves the right to depart without any Passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of Passengers will also be regarded as a cancellation by Customer. Panaviatic will not be liable to the Customer for any loss or expenses incurred by the Customer or a Passenger due to their failure to comply with the above provisions.

In case of cancellation of a flight by the Customer, the following cancellation fees shall apply:

- i) From booking – 10 %,
- ii) 96 – 24 hours prior to Departure – 25%,
- iii) 24 – 12 hours prior to Departure – 50%,
- iv) Less than 12 hours prior to Departure or “No Show” – 100 %

Any reimbursement of flight charges and any other amounts paid by the Customer in advance of the booked flight shall be subject to the deduction from any cancellation fees.

## 8. Payment

The Customer shall make the payment by bank transfer to the notified bank account in euros unless a different currency is indicated on the invoice. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior departure.

Should Panaviatic fly under the order of a third party (any party between the Customer and the Passenger), the third party and Customer are jointly and severally liable to Panaviatic for making all the payments.

## 9. Necessary Documents

Panaviatic takes no responsibility for any non-compliance with customs or immigration requirements by the Passenger(s). Should there be any surcharges, fees, fines or other costs due to this non-compliance, the Customer shall be billed for such costs.

## 10. Availability of airport slots

By sending the quotation Panaviatic shall not take responsibility for the availability of slots at major airports. When the requested slot times are not available, Panaviatic shall make efforts to offer most suitable alternative either by proposing a different flight time or, in some cases by proposing an alternate airport.

## 11. Dangerous Goods and prohibited articles

Panaviatic does not have the approval for carrying Dangerous Goods. Information concerning the categories of items and substances restricted on board of aircraft for safety and security reasons has been detailed in the ICAO Doc 9284 AN/905 “Technical Instructions for the Safe Transport of Dangerous Goods by Air” and EC Regulation No 185/2010 of 4 March 2010.

Allowed items and restriction noted in Annex 1 present contract. The Customer is responsible for informing all Passengers of these restrictions before flight.

## 12. Restrictions on baggage volume

The quantity and dimensions of the hold baggage are subject to limitations imposed by the aircraft type. Further details on the specific flight are provided by Panaviatic upon request.

For Learjet 60 the standard hold baggage allowed per passenger is 13 kg or 250 kg per flight, subject to further limitations imposed by the flight distance, number of passengers on board and meteorological conditions. The total volume of the baggage shall not exceed 1.3 m<sup>3</sup> and it should fit through the baggage compartment door (65x55 cm).

For Learjet 31 the standard hold baggage allowed per passenger is 13 kg or 190 kg per flight, subject to further limitations imposed by the flight distance, number of passengers on board and meteorological conditions. The total volume of the baggage shall not exceed 1.0 m<sup>3</sup>.

For Hawker 750 the standard hold baggage allowed per passenger is 13 kg or 113 kg per flight, subject to further limitations imposed by the flight distance, number of passengers on board and meteorological conditions. The total volume of the baggage shall not exceed 0.8 m<sup>3</sup>.

## 13. Carriage of sporting weapons, firearms and ammunition thereof

Without prejudice to applicable restrictions of the States of departure and arrival, sporting weapons, firearms and ammunition thereof (excluding ammunition with explosive or incendiary projectiles) may be carried as hold baggage provided that the following conditions (as applicable) are met:

- i. Notification of intent to carry sporting weapons, firearms and ammunition must be provided to Panaviatic at least 72 hours in advance. Such notification must include the following details:
  - description and quantity of sporting weapons;
  - quantity, type, make, model and caliber of the firearm;
  - quantity (weight) of the ammunition
- ii. Passenger(s) must be in the possession of the relevant documentation for each firearm,
- iii. All firearms must be unloaded and ammunition packed separately from the firearm,
- iv. Ammunition must be securely packaged in a metal container and in quantities not exceeding 5 kg (11 lbs.) gross weight per person for that person's own use. Allowances for more than one passenger must not be combined into one or more packages.

## 14. Liability for damages

Panaviatic's liability in the case of an accident is defined in the EC Regulation 2027/97 as amended by EC Regulation 889/2002.

## 15. Validity of the Offer

The provided quotation shall remain valid for 30 days from the date the quotation was sent to the Customer.

## 16. Final provisions

All disputes between Panaviatic and other involved parties shall be negotiated upon and if the negotiations fail, will be solved in any Estonian court under Estonian legislation. Should any clauses of these Charter Terms and Conditions be found to be illegal or inapplicable in any respect, the validity, legality and applicability of the remaining clauses shall not be affected or impaired thereby.

The signature by the Customer to the quotation sent to him shall constitute a binding order to Panaviatic by the Customer. The acknowledgement of the signed quotation with a confirmation by

**Annex 1**

*Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below. Dangerous goods permitted in carry-on baggage are also permitted "on one's person", except where otherwise specified.*

The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Lithium Batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries, including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets, when carried by passengers or crew for personal use (see 2.3.5.9). For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Devices in checked baggage must be completely switched off and must be protected from damage. Each person is limited to a maximum of 15 PED. Baggage equipped with a lithium battery, other than lithium button cells, the battery must be removable. If offered as checked baggage the battery must be removed and carried in the cabin. *The operator may approve the carriage of more than 15 PED.	NO*	YES	YES	NO
Lithium batteries, spare/loose, including power banks, see Batteries, spare/loose				
Lithium battery-powered electronic devices. Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium metal content exceeding 2 g but not exceeding 8 g. Devices in checked baggage must be completely switched off and must be protected from damage.	YES	YES	YES	NO
Lithium batteries, spare/loose with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only. These batteries must be individually protected to prevent short circuits.	YES	NO	YES	NO
Matches, safety (one small packet) or a small cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage. <i>Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters or lighters powered by a lithium battery without a safety cap or means of protection against unintentional activation are forbidden.</i>	NO	ON ONE'S PERSON		NO
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries or with batteries which comply with Special Provision A123 or A199, (see 2.3.2.2).	YES	YES	NO	YES
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium batteries (see 2.3.2.3 and 2.3.2.4 for details).	YES	YES	NO	YES
Non-radioactive medicinal or toiletry articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol; and	NO	YES	YES	NO
Non-flammable, non-toxic aerosols in Division 2.2, with no subsidiary hazard, for sporting or home use. The total net quantity of non-radioactive medicinal or toiletry articles and non-flammable, non-toxic aerosols in Division 2.2 must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.	NO	YES	NO	NO
Oxygen or air, gaseous, cylinders required for medical use. The cylinder must not exceed 5 kg gross weight. <i>Note: Liquid oxygen systems are forbidden for transport.</i>	YES	YES	YES	YES
Permeation devices, must meet A41 (see 2.3.5.16 for details).	NO	YES	NO	NO
Portable electronic devices containing non-spillable batteries, batteries must meet A67 and must be 12 V or less and 100 Wh or less. A maximum of 2 spare batteries may be carried (see 2.3.5.13 for details).	NO	YES	YES	NO
Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person or fitted externally.	NO	ON ONE'S PERSON FORBIDDEN		NO
Security-type attaché cases, cash boxes, cash bags, etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, except as provided in 2.3.2.6 are totally forbidden. See entry in 4.2–List of Dangerous Goods.				
Specimens, non-infectious packed with small quantities of flammable liquid, must meet A180 (see 2.3.5.14 for details).	NO	YES	YES	NO
Thermometer, medical or clinical, which contains mercury, one (1) per person for personal use, when in its protective case.	NO	YES	NO	NO
Thermometer or barometer, mercury filled carried by a representative of a government weather bureau or similar official agency (see 2.3.3.1 for details).	YES	NO	YES	YES

Source: <https://www.iata.org/whatwedo/cargo/dgr/Pages/dgr-guidance.aspx>

Categories of items listed in the table above requiring further consideration as per the Note:

Camping stoves and fuel containers that have contained a flammable liquid fuel Chemical Agent Monitoring Equipment Fuel cells Fuel cell cartridges	Lithium Batteries: Security-type equipment containing lithium batteries Portable electronic devices containing non-spillable batteries Permeation devices Security-type attaché cases, cash boxes, cash bags
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Gas cartridges, small, non-flammable  
Heat producing articles  
Internal combustion or fuel cell engines

Specimens, non-infectious Thermometer or barometer, mercury filled