



prince aviation

Bulevar maršala Tolbuhina 40-42 · 11070 Belgrade · Serbia · Tel.: +381 11 260 2 303 · Fax: +381 11 260 2 324
P.I.B. / VAT Number: 100096698 · Matični broj / Company ID Number: 17163353
Web: www.princeaviation.com · e-mail: info@princeaviation.com



CORPORATE AIRCRAFT CHARTER SERVICES AGREEMENT

This agreement ("Agreement") is entered into as of the effective date set forth below, by and between:

PRINCE AVIATION Bulevar maršala Tolbuhina 40-42 11070 Belgrade Serbia (the "OPERATOR")	Fly Victor Ltd 522 Fulham Road SW6 5NR London United Kingdom (the "CUSTOMER")
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Collectively referred to as the "Parties"

1. SUBJECT AND SCOPE

The subject of this Agreement is the transport of Passengers on the following schedule/route:

Departure date	Origin airport	Destination airport	Time of departure (local)	Passengers
Special terms				

Flight(s) may be subject to air traffic control restrictions, slot delays and/or other airport constraints for which the OPERATOR cannot accept liability.

OPERATOR reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the CUSTOMER, without any compensation to the CUSTOMER.

2. AIRCRAFT, SPECIFICATION AND LIMITATIONS

The flight described in the Article 1 shall be performed with the following aircraft:

Aircraft type:

Registration:

Maximum number of passengers:

Maximum luggage capacity:

Maximum range:

3. OPERATOR'S OBLIGATIONS

The Operator shall provide the Aircraft manned, maintained and equipped for the performance of the subject flight, but shall provide no other services, either in flight or on the ground, unless specifically set out in this Agreement.

The OPERATOR is not obliged to provide Crew members that speak any language other than English.





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4. PRICE AND COST COVERAGE

Parties agree that the total price of the services rendered by the OPERATOR to the CUSTOMER under this agreement is:

The agreed price includes: aircraft costs including crew, fuel, maintenance, air navigation and airport charges, standard in flight catering depending on flight time and number of passengers, passenger insurances and taxes. VIP lounge in Skopje included

The agreed price does not include: any additional insurance coverage, special catering upon CUSTOMER request, airport overtime charges for off hours arrival or departure, crew hotel late checkout fees for late evening departures, **internet usage at XLS+ (10€ per MB)**, excessive APU usage due to Passenger delays, any damage beyond normal wear and tear caused by the Passenger(s) and significant additional flight time due to inclement weather or ATC re-route out of the OPERATOR's control. **Deicing procedure is not included on departure airport, on positioning leg and/or on airport of destination if deicing procedure is needed for our departure after quick turn around.**

Any other special requirements including, but not limited to limousine service, satellite phone and/or internet will be calculated and charged separately.

The price is subject to industry and related fuel price fluctuations. If the fuel price increases more than 10% between the date of this agreement and the date of the flight OPERATOR reserves the right to adjust the price accordingly.

5. PAYMENT TERMS

CUSTOMER agrees with the following payment schedule:

Upon Agreement signature	-	Non-refundable deposit
Minimum 1 business day before the flight amount to be on our account	100% of the total price	Refundable in accordance with the cancellation policy

The CUSTOMER shall make payment according to the above stated terms by bank transfer to the advised bank account. All transfer costs shall be borne by the CUSTOMER, unless otherwise agreed.

Prince Aviation has bank accounts only in Serbia. Only relevant payment instruction refers to Addiko Bank and Banka Intesa in Serbia.

Major credit cards will be accepted for payments. In such case an additional bank handling charge of 3% will be added to the total price and paid by the CUSTOMER.

6. CANCELLATION, DELAY OR NO-SHOW POLICY

In case of cancellation, delay of Passenger or No-Show the following cancelation policies and fees are applicable.

OPERATOR undertakes all efforts to ensure highest flexibility for the CUSTOMER. A schedule change of more than 2 hours will be classified as a new flight and therefore new Agreement has to be signed if reconfirmed and approved by the OPERATOR. If a confirmation cannot be given the CUSTOMER is liable to ensure the original confirmed flight schedule or to pay the applicable cancellation fee.





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It is the CUSTOMER's responsibility to ensure that Passengers arrive adequately in advance to the scheduled departure time. The CUSTOMER shall be liable for any late arrival of Passengers.

Due to Crew Duty Time limitations OPERATOR reserves the right to depart without Passengers in order to ensure the commencements of the next scheduled flight. OPERATOR will not be liable to the CUSTOMER for any loss or expense incurred by the CUSTOMER or a Passenger due to their failure to comply with the provisions.

Unless otherwise agreed in writing, the following fees apply should a confirmed flight be cancelled or the Passenger not show off in general or within the required time limit to ensure performance of the next scheduled flight:

Until 10 days prior to departure	10%
10-4 days prior to departure	25%
Less than 4 days prior to departure	50%
Less than 2 days prior to departure	75%
Less than 24 hours prior departure	90%

Or all costs of flying and expenses already incurred, whichever is greater.

7. SUBSTITUTE AND/OR REPLACEMENT AIRCRAFT

In case that the subject aircraft type and/or registration becomes unavailable for any technical or any other reason out of the control of the OPERATOR, OPERATOR will make every effort to provide a replacement aircraft, but cannot warranty it will be able to do so. OPERATOR shall undertake all efforts to have the replacement aircraft of the same class or type, but that cannot be guaranteed.

If the OPERATOR cannot provide a replacement aircraft the CUSTOMER, if already having paid, shall be given a reimbursement of the monies paid and neither party shall have any more claims against the other.

If the CUSTOMER does not reasonably accept the replacement aircraft type and/or registration the CUSTOMER, will be liable for the costs of any flying and expenses already incurred. If having already paid the full amount defined in the Article 3 of this agreement the CUSTOMER shall be given a reimbursement of the amount paid less the aforementioned costs. Neither party shall have any more claims against the other.

Unless agreed otherwise, the OPERATOR will not be responsible for passenger expenses of any kind at any time arising because of the substitution of aircraft or the CUSTOMER's failure to accept OPERATOR's replacement aircraft.

8. EMPTY LEG POLICY

The flight(s) that are subject of this Agreement may be confirmed under special terms as "Empty Leg" flight(s) taking the pricing benefits of the previously scheduled flights and aircraft location. In such case, if preceding flight is cancelled this Agreement becomes null and void, and the OPERATOR does not have any responsibility towards the CUSTOMER.

9. NO SMOKING AND PET POLICY

Smoking is generally prohibited on all OPERATOR's flights in accordance with the applicable regulations and legal requirements.





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All unannounced pets at the time of departure are subject to the OPERATOR and PIC approval. If approved, an interior cleaning fee will be charged. If the CUSTOMER cancels the subject flight following the boarding of the unannounced pets is declined by the OPERATOR, a cancellation fee in the full amount of the subject flight will be charged

10. PILOT IN COMMAND (PIC) AUTHORITY

The PIC of the aircraft shall be the final arbiter as whether or not all or part of any flight shall proceed, and in what manner and to what destination, having regard to the prevailing safety and/or operational circumstances and any applicable regulatory requirements. PIC has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading.

The pilot decided whether or not and how the flight is operated. The same applies if the behavior or mental condition of a Passenger requires extraordinary assistance of the Crew.

11. REFUSAL OF CARRIAGE

OPERATOR reserves the right to refuse carriage when it decides:

- that such action is necessary for reasons of safety; or
- that such action is necessary to prevent violation of any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or
- that the conduct, mental or physical state of the CUSTOMER's passenger(s) is such as to require special assistance of the OPERATOR or cause discomfort or make himself/herself objectionable to other passengers or involve any hazard or risk to himself/herself or to other persons or to property; or that such action is necessary owing to the failure of the Customer's passenger(s) to observe the instructions of OPERATOR, its PIC or Crew; or
- it is required to do so in compliance with the various Civil Aviation Safety Authority regulations and orders. This right exists when Corporate Air so decides in the exercise of its reasonable discretion that the appropriate circumstances exist.

12. PASSENGER BAGGAGE

Passenger baggage weight is limited for flight safety reasons and is specific for the aircraft types. Specific advice will be provided at the time of confirmation. Baggage in the cabin is limited to small personal items such as reasonably sized briefcases, laptops, and handbags or similar. When the aircraft is not fully occupied, cabin space may be utilized for small baggage solely at the discretion of the PIC and provided that it can be secured. Items determined by the PIC to be of excessive weight or size will not be permitted on the aircraft.

13. PASSENGER COMPLIANCE

It is the CUSTOMER's responsibility to ensure that all passengers have the necessary visa's, passports, documentary requirements (e.g. immigration, customs etc.), and comply with applicable airport security, health, import, customs and excise requirements for any flight and at each destination.

Passengers have to be in possession of a valid passport plus, where necessary, a visa. OPERATOR takes absolutely no responsibility in case of non-compliance with any custom's requirement by the Passenger(s). Should there be any surcharge, fees, and fines or similar due to a non-compliance, the CUSTOMER will be billed for such costs. OPERATOR takes absolutely no responsibility with the regard to visa requirements of Passenger(s) except Visa Waiver Program for US flights if and when applicable. Should there be any levy due to the lack of required entry documents of Passenger(s) the CUSTOMER will be billed for such costs.





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14. PROHIBITED OR DANGEROUS GOODS

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Necessary instructions on prohibited and dangerous goods are attached to this Agreement.

15. FORCE MAJEURE

Neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances, or to causes beyond its reasonable control. Such causes and circumstances include, without limitation, strikes, lockouts, and other labor disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the non-performing party), or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger at the discretion of the Pilot in Command or of OPERATOR's personnel and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance shall be extended for a commercially reasonable period of time and thereafter the other party shall accept performance hereunder.

16. INDEMNITIES

The CUSTOMER shall not make any claim against the OPERATOR and shall indemnify and hold the OPERATOR harmless and will keep the OPERATOR indemnified from and against all liabilities, losses, damage, claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, costs, deductibles and expenses of any nature and of any kind whatsoever (including any punitive or consequential, incidental, indirect losses, damages or costs including but not limited to loss of use, loss of profits or revenue, consequent damage to other property or goods or facilities causing replacement or repair) arising directly or indirectly from any reason other than OPERATOR's gross negligence or willful misconduct.

17. NO ASSIGNMENT

CUSTOMER may not assign any of its rights or delegate any of its duties or obligations without the prior written consent of the OPERATOR, such consent not to be unreasonably withheld.

18. NO WAIVER

The failure of the OPERATOR at any time to require the performance of any obligation by the CUSTOMER shall not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default shall not be taken as a waiver of any remedy for any succeeding default.

19. NO OTHER AGREEMENT

Terms of this Agreement and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms and contract of the parties with respect to the subject matter thereof and supersede all prior understandings, representations, and warranties, written or oral.





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20. CONFLICT OF TERMS

In the event of any ambiguity or conflict between or among the terms in this Agreement for the supply of aircraft charter services and any other agreement or writing signed by the OPERATOR, the express terms of this Agreement in writing shall prevail. Where there are no such terms in any written agreement with respect to the subject matter in question, these terms shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by the Customer have any effect or bind Corporate Air unless such terms are specifically accepted in writing by the Corporate Air Operations Manager.

21. SEVERABILITY

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

22. APPLICABLE LAW

The terms of this Agreement are governed by and construed in accordance with the laws of the Republic of Serbia, and are subject to the jurisdiction of the Courts of Belgrade. If any legislation is compulsorily applicable to any of the business undertaken herein, these terms shall regard such business as subject to such legislation and nothing in these terms shall be construed as a surrender by the OPERATOR of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms be repugnant to such legislation to any extent such part shall as regard such business be void to that extent but no further.

23. NO THIRD PARTY RIGHTS

A person who is not a party to the Agreement between the OPERATOR and the CUSTOMER has no right to enforce or enjoy the benefit of any term of the contract or under these terms.

For and on behalf of:
Operator


PRINCE AVIATION

For and on behalf of:
Customer

