
WaltAir Europe AB

General terms and conditions

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The following general terms and conditions are an integral part of the agreement between WaltAir Europe AB, org no. 556488-5274, (hereinafter "WaltAir") and the person/company ordering a charter flight, or series of flights, (hereinafter "Charterer") from WaltAir. Any amendment to these terms and conditions are valid only after confirmation in writing of such from WaltAir to the Charterer.

Scope and parties

§1 The subject of the contractual agreement is the transportation of passengers and/or goods from the point of departure to the point of destination as stated in the specific Air Charter Agreement.

§2 The Charterer's signature of the attached Air Charter Agreement constitutes a binding offer by the Charterer to WaltAir. The acknowledgment and confirmation of the signed Air Charter Agreement by WaltAir constitutes a contract of carriage between WaltAir and the Charterer.

§3 The Charterer, passenger and any third party between the Charterer and passenger shall be jointly liable for the payment of the Charter Flight and any additional costs according to §17-21, as well the cost of any damages or losses caused by passenger(s).

§4 It is the responsibility of the Charterer to ensure that the passenger(s) and any relevant third party is informed of, and abides by, these General terms and conditions.

Aircraft and crew

§5 WaltAir shall provide an airworthy, properly manned and equipped aircraft for performance of the flight(s). WaltAir reserves the right to utilize any empty capacity the aircraft may have, including any empty legs before, during or after the period in which the aircraft is available to the Charterer.

§6 WaltAir undertakes to make its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in timetables or elsewhere are however not guaranteed and WaltAir assumes no responsibility for making connections upon arrival.

§7 WaltAir reserves the right to perform the agreed flight with equal or better aircraft type in the WaltAir fleet at the same cost. If no such aircraft is available WaltAir is entitled to provide an aircraft of lesser value at with a reduced price. In the event no other WaltAir aircraft is available or the Charterer does not agree to this offer, WaltAir may sub-charter an aircraft of equivalent value and charge any additional cost to the Charterer.

If the Charterer does not accept any of these offers, the Charterer has the right to relinquish the agreement but must pay any already incurred costs to WaltAir. In such case WaltAirs obligations towards the Charterer, passenger(s) and any other third parties between the Charterer and passenger(s) are considered fulfilled and no further claims will be accepted.

Authorities, Approvals and Force Majeure

§8 The performance of flight is made subject to all necessary authorisations, including permission to start, overfly and land being obtainable as well as to ATC- and airport regulations.

§9 WaltAir reserves the right to postpone, cancel or redirect a flight in the event that the flight cannot be performed as scheduled due to war, warlike events, insurrection, strike, blockades, lockouts, terrorist actions, confiscation, detention or any other force majeure of any nature, technical reasons, weather conditions or due to other events outside the control of WaltAir, or when the safety of the passengers or the crew is found to be in danger by the captain or the company's staff.

§10 Unless stated otherwise, in indispensable legislation, WaltAir is not responsible for damage or loss as a result of or arising, directly or indirectly, from the above mentioned events.

§11 In case WaltAir cancels a flight due to circumstances as stated in §§8-9, WaltAir shall reimburse the Charterer any prepaid amounts relating to the flight in question minus all expenses already incurred. In the event WaltAir partially cancels a flight, e.g. a particular leg, as a result of circumstances stated in §§8-9, WaltAir shall reimburse the Charterer a proportional amount. WaltAir is in no way responsible for any subsequent transport costs or other expenditure or damage imposed on the Charterer or passengers as a result of the cancellation or delay.

Acceptance of load

§12 The Charterer shall communicate to WaltAir the names and other necessary information about the passengers and/or cargo. The Charterer ensures that each passenger is in normal health, capable of undertaking the flight contemplated and that the passengers are in possession of all documents etc. enabling them to comply with all formalities, regulations etc. both in respect to themselves and their baggage.

§13 Passenger baggage weight and size is limited for flight safety reasons and varies depending on flight mission and aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

§14 The Charterer ensures that the passengers' baggage does not contain anything of hazardous nature or of a nature prohibited by any country involved.

§15 Prohibited or dangerous goods must be declared as such and may only be transported in accordance with the relevant regulations and after acceptance by WaltAir. If in doubt regarding baggage allowance the Charterer shall consult WaltAir flight operations department.

§16 If WaltAir is fined or has to meet expenses etc. due to non compliance on part of the Charterer, passenger(s) or shipper with any formalities or regulations under which the air transportation is performed, the Charterer shall indemnify WaltAir for all such fines, expenses and additional costs.

Price, included costs and payment

§17 The price has been fixed on basis of the current local taxes, other public fees and fuel prices of the date of present Air Charter Agreement. WaltAir reserves the right to adjust the charter price in the event that Governmental Authorities impose new taxes or fees or increase existing taxes or fees directly connected with the flight(s) and for changes in fuel price by more than 5% after the date of confirmation of the Air Charter Agreement.

§18 The quoted price includes standard catering suitable for time of day and length of flight, aircraft costs, such as a two-pilot-crew, fuel, maintenance, air navigation and airport charges within the normal operating hours of the airports concerned.

§19 Unless explicitly agreed; costs for extension of airport operating hours, aircraft de-icing at any airport away from home base and optional services such as VIP-terminal, limo-services, extra crew member(s), special high cost catering requests (for example caviar and special wines or spirits) are not included and will be invoiced separately to be paid by the Charterer.

§20 Payment shall be made by bank transfer according to details in the Air Charter Agreement and invoice. Major credit cards will be accepted for payment at an additional handling fee of 5% plus any other surcharges if applicable.

§21 If not otherwise agreed and stated on the invoice, all payments are due and payable prior to departure. Any refund by WaltAir shall be made in the currency and at the place where the payment was originally made.

Cancellation, late arrival and no-show

§22 WaltAir undertakes all efforts to ensure a high degree of flexibility for the Charterer/Passenger(s). Due to circumstances such as crew duty time limitations, other scheduled flights, air traffic control and airport regulations etc, a desired schedule change always needs to be reconfirmed by WaltAir. If WaltAir is unable to accommodate the revised schedule, the Charterer is liable to ensure the originally confirmed schedule or pay the applicable cancellation fee.

§23 It is the Charterer's responsibility to ensure that passengers arrive adequately in time for the scheduled departure. In order to ensure the commencement of the following scheduled flight(s) WaltAir reserves the right to depart without any passengers should they not have arrived within two hours after scheduled departure, or other agreed time limit. Such late arrival of passengers is to be classified as a cancellation by the Charterer. WaltAir shall not be liable to the Charterer or passenger(s) for any loss or expenses incurred by the Charterer or passengers(s) due to their failure to comply with the provisions.

§24 In case of cancellation, major delay of passengers or no-show the following cancellation fees are applicable.

The greater of:

14 days or more prior to scheduled departure:	10%
13-3 days prior to scheduled departure:	25%
2-1 days prior to scheduled departure:	50%
24 hours or less prior to scheduled departure:	75%

or all costs of flying and expenses already incurred.

Cancellation by WaltAir

§25 The Air Charter Agreement may be terminated and cancelled forthwith by WaltAir by notice to the Charterer without any compensation:

- A. if the Charterer commits or declares the intent to commit any breach of these General terms and conditions or the Air Charter Agreement,
- B. if the Charterer suspends payment or goes bankrupt or into liquidation or enters into an agreement with his creditors.

Damage, delay, limitation of liability etc.

§26 The liability of WaltAir for death, personal injury, loss of or damage to baggage, loss of or damage to goods and delay is governed by (1) Regulation (EC) 2027/97 ("Air carrier liability in event of accidents") and later amendments, in particular (EC) 889/2002 by the European Parliament and of the Council, (2) Regulation (EC) 261/2004 ("Compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay"), and (3) the Swedish Aviation Act ("Luftfartslagen").

In accordance with these regulations there are no financial limits to the liability for passenger injury or death. For damages up to 100.000 SDR (approximately 135.000 EUR) the carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

For below mentioned events the air carrier liability is limited to the following amounts, per passenger:

- Passenger delay: 4.150 SDR
 - Damage as effect of delayed baggage: 1.000 SDR
 - Loss/damage to baggage 1.000 SDR
- (SDR=Special Drawing Rights; as defined by the IMF)

Baggage with a value exceeding the above amount should be declared to the company at check-in (or equivalent) in consideration of paying a supplementary fee or be fully insured by the Charterer or passenger before travelling

Disputes, applicable law

§27 All disputes regarding one or more flights ordered from or performed by WaltAir, or arising from these Charter terms and conditions, shall, unless otherwise stated in indispensable legislation, be referred to the regional court in Norrköping, Sweden, and be decided according to Swedish law.

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

***Waltair Air Europe AB Terminalgatan 1 SE603 Norrköping Sweden** (hereinafter "**Waltair**") has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which Waltair, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both Waltair and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Waltair in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

15.1.2 The following definitions shall be added:

*"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from Waltair for an itinerary of his/her specification."*

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These Waltair's Standard Terms and Conditions and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Waltair and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Waltair shall be collected from [Charterer(s)] by Victor and paid to Waltair pursuant to payment terms agreed under separate cover by Victor and Waltair. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Waltair.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Waltair and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Waltair as the case may be.

15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Waltair through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

Waltair Air Europe AB
Terminalgatan 1
SE603 Norrköping Sweden

By: Walt Air

Name: Anna Bergman

Title: Operator

Date: 2011-07-11

