

GENERAL CONDITIONS OF CARRIAGE

Unless otherwise expressly agreed in writing as non-generic but specific condition(s), following “General Conditions of Carriage” apply to all air carriage performed for and contracted by the “Charterer” as charterer end-user under any (individual) air charter agreement (“Air Charter Agreement”) concluded with EDISON AVIATION S.A., a company incorporated in and under the laws of Luxembourg under the legal form of a ‘société anonyme’, having its registered office at 35A Avenue J.F. Kennedy, L-1855 Luxembourg, doing business as and further called “E&V Aviation”, acting as air charter broker in its own name but on behalf of the contracted licensed commercial air transport operator (the “Operator”), it being understood that E&V Aviation is the sole contractor and sole contractual liable legal entity towards the Charterer in respect of the performance of all such air carriage performed:

1. Aircraft Charter

E&V Aviation undertakes on behalf of and as broker for the Charterer, to have the Aircraft operated by the Operator, and the Charterer herewith agrees to take on charter via brokerage of the E&V Aviation, the Aircraft as specified in the Air Charter Agreement for the routing and the schedule as specified therein.

2. Commercial Air Transport

- 2.1. The Aircraft object of the Air Charter Agreement will be operated by the Operator duly licensed for and under the applicable rulemaking for commercial air transport, more specifically in conformity with the applicable standards for commercial air transport contained in the Annexes to the Convention on International Civil Aviation, in particular Annexes 1 (Personnel licensing), 2 (Rules of the Air), 6 (Operation of Aircraft, Part I (International Commercial Air Transport - Aeroplanes) or Part III (International Operations - Helicopters)), as applicable, 8 (Airworthiness of Aircraft), 18 (Dangerous Goods), and 19 (Safety Management) and the national applicable legislation as issued by the authorities under which competency the Aircraft is operated and the licensing for commercial air transport is issued, whichever is applicable.
- 2.2. The Operator shall ensure that the Aircraft is operated (i) in accordance with its air operator certificate (AOC) and associated operations specifications and the scope and privileges defined in therein, (ii) with a valid certificate of airworthiness of the aircraft (CofA) issued or validated by the state of registry of the Aircraft or the state of the Operator in compliance with article 83bis of the Convention on International Civil Aviation and under continuing airworthiness monitoring responsibility by the Operator.
- 2.3. The Charterer undertakes not to jeopardize or to prejudice the position of the Operator under the conditions of its licensing for commercial air transport.

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3. Operational Control

- 3.1. The Charterer agrees that the Operator has full operational control and responsibility over the Aircraft and the flights to be conducted with the Aircraft under the Air Charter Agreement.
- 3.2. As such, and in respect of the safe and secure operation of the Aircraft, the Operator, by virtue of the captain of the Aircraft, shall, amongst others, have complete authority and discretion (i) as to whether or not a flight should be undertaken, (ii) in respect of the amount of space and load available on the Aircraft for utilisation and its distribution, (iii) as to where landings should be made in deviation to the requested flight schedule. The Charterer undertakes to accept all such decisions by the captain of the Aircraft.

4. Flight Times, Deviation, Delay and Cancellation

- 4.1. The flight times calculated and shown in the flight schedule are approximate and not guaranteed by E&V Aviation.
- 4.2. E&V Aviation shall not be responsible for deviation and delays caused by air traffic control, slot restrictions, labour and civil disturbances, mechanical failures to the Aircraft or ground equipment, crew duty time limitations for crew duties beyond the accepted flight schedule, local, national or international regulations, severe weather conditions or other causes beyond their reasonable control of the Operator.
- 4.3. In case of delay in the commencement or completion of any of the flight(s) considered under the Air Charter Agreement, caused by the Charterer or anyone acting on his behalf, E&V Aviation will be entitled to claim indemnification for the damage suffered by the Operator.
- 4.4. The Charterer may ask E&V Aviation to cancel or to make reasonable alterations, deviations or delays to a confirmed flight schedule at any time, in which case E&V Aviation reserves the right to charge any and all costs related thereto, such as but not limited to costs for additional flight preparation, airport related costs, additional flight time, etc. resulting from the cancellation, alteration, deviation or delay in question.
- 4.5. The Operator shall have the right to terminate the Charter immediately in the event of (a) insolvency proceedings are instituted on the Charterer's assets, (b) the Charterer fails to pay the charter price in time, (c) a force majeure event, including but not limited to an unforeseen aircraft on the ground (AOG), prevents the flight from being carried out, (d) the appropriate authorities have advised that the destination may result in a threat for the Aircraft and/or its passengers, (e) no availability of Air Traffic Control slots, even after the conclusion of the Charter and particularly if the flight schedule cannot be modified for any reason whatsoever. In such events, the Operator is not obliged to provide for a replacement flight and the Operator shall be under no further liability to the Charterer by reason of such cancellation. Charterer shall pay the charter price for the part of the flight schedule which has been performed.

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- 4.6. Cancellations by the Charterer have to be in writing and can be conducted by email. If the Charterer cancels a flight schedule before the scheduled departure, the Charterer shall pay the cancellation fees that apply with the Operator. It is understood that the time of the receipt of the written cancellation shall govern the applicable charge.

5. Authorizations, Permits and Documents

- 5.1. E&V Aviation covenants that the Operator will timely apply for the authorizations or permits from governmental or other authorities necessary for the performance of the flight(s) considered under the flight schedule as requested by the Charterer. However, E&V Aviation will not be liable for any refusal, untimely granting or cancellation of authorization or permit provided that E&V Aviation has processed the applications within the time frames as published in the relevant publications in that respect from time to time.

The Charterer undertakes to provide E&V Aviation with the flight schedule with sufficient prior notice enabling E&V Aviation to process the applications within the time frames as published from time to time.

- 5.2. E&V Aviation will issue documents of E&V Aviation in accordance with the requirements, practices and procedures of E&V Aviation. The Charterer and its passengers will be bound by the terms and conditions of the issued traffic documents. The Charterer undertakes to cooperate in supplying all information in connection with the passengers and their baggage in due time as required for the completion of the documents. The Charterer will comply with and cause all passengers and owners of goods carried to observe and comply with all customs, police, public health and other regulations which are applicable in the state under which rules E&V Aviation is operating and in the states overflown and where landings are made.

6. Subcontracting

- 6.1. The Charterer undertakes to charter the Aircraft under the Air Charter Agreement for the own use by the Charterer. The Charterer will use the entire capacity of the Aircraft for the transportation of passengers of the Charterer, who is not entitled to subcontract by reselling or subchartering neither any part nor the entire capacity of the Aircraft.
- 6.2. If the Aircraft becomes unserviceable or unavailable - for whatever reason, including technical problems with the Aircraft - E&V Aviation shall have the right to cancel the flight(s) contemplated under the flight schedule as requested under the Air Charter Agreement. E&V Aviation will have no other or further obligation or liability then to use its best efforts to source internally or externally a substitute aircraft for the Charterer in order to undertake or to continue to undertake the requested flight schedule. In the event that such substitute aircraft can not be offered under the terms and conditions of the Air Charter Agreement, E&V Aviation shall be entitled to offer a separate ad hoc agreement for the substitute aircraft, and the Charterer agrees to reasonably accept those conditions provided those conditions are within the scope of the then current market conditions.

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7. Default by the Charterer

In the event of any breach by the Charterer of any provision of the Air Charter Agreement, E&V Aviation shall have the right to cancel the Air Charter Agreement, and, in the event that a service has commenced, to terminate such flight all without liability of any kind to E&V Aviation and, to retain all amounts as have been paid by the Charterer and, to demand all other amounts due under the terms of the Air Charter Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Air Charter Agreement for any of the aforesaid reasons shall affect the right of E&V Aviation to collect damages from the Charterer.

8. Dangerous Goods

No dangerous goods that may endanger the Aircraft or the passengers shall be carried on board. Passengers shall, prior to boarding the Aircraft, check their carry-on and checked baggage versus the list of forbidden items provided or made available by the Operator.

9. Charter Price - Terms of Payment

- 9.1. Subject to otherwise stipulated in the Air Charter Agreement, the charter price shall not include (a) the costs for transporting passengers from and to any airport, if applicable, (b) the costs for any visa and customs checks, customs fees and other duties to be paid other than the fees provided above in connection with the passenger and the luggage, (c) royalty fees, (d) de-icing of the Aircraft, (e) particular catering requests, as it may be demanded by the passengers from time to time, (f) any additional charge reasonably related to a change of Air Traffic Control (ATC) slots, (g) further expenses and charges resulting from any alteration of the flight schedule as demanded by the Charterer and/or its passenger, as applicable, (h) exceptional cleaning costs.
- 9.2. Changes in the costs included in the charter price due to circumstances beyond the control of the Operator, such as an increase of duties after the conclusion of the Air Charter Agreement and before the end of the flight schedule, shall entitle the Operator to raise the charter price accordingly.
- 9.3. The charter price and any additional costs as may be stipulated in the Air Charter Agreement shall be payable before the start of the flight schedule, except for unexpected charges, which will be invoiced after performance of the flight schedule.
- 9.4. A non-payment by the due date as it may be indicated in the Air Charter Agreement, or if no date is provided therein, then the same date as the date of the start of the first leg of the flight schedule, shall entitle the Operator to cancel the performance of the flight schedule without liability of the Operator to the Charterer and/or its passengers, and without prejudice to the Operator's right to claim any unpaid monies to the Charterer and/or its passengers.

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9.5. Late payment shall constitute payment of interests of 10% on the due amount, calculated per week from the date of the invoice to the actual date of payment.

10. General Liability

- 10.1. The Charterer shall indemnify and hold free and harmless the Operator and E&V Aviation, their officers, employees and agents against any costs, claims, damages or liability of any sort that may fall upon E&V Aviation by reason of any failure by the Charterer to comply with the Air Charter Agreement (including these General Conditions of Carriage), or with any regulation or condition in force at the time of commencement of the flight schedule. In particular, the Charterer shall indemnify and hold free and harmless the Operator and E&V Aviation for any and all damage that the Operator and/or E&V Aviation may suffer directly or indirectly (i) in the event the air operator certificate and operating licence of the Operator being withdrawn on the grounds of failure by the Charterer to comply with the Air Charter Agreement, (ii) resulting from the Charterer or its passengers, goods and/or cargo carried on the flights considered under the Air Charter Agreement.
- 10.2. To the extent permitted by law, neither E&V Aviation nor the Operator shall not be liable for cancellation or delay of a flight arising especially from events beyond its control, included but not limited to natural disasters, weather conditions, unforeseen aircraft on ground incidents, airport closure, political unrest, hindrances caused by the authorities or third parties, strikes, war and war like situations. Furthermore, the Operator shall not be liable for the actions of other aircraft operators, security clearance, handling companies and their agents or for personal belongings left onboard by the passengers.
- 10.3. The Charterer shall be held liable for any damage caused to the Aircraft interior or exterior during or in the context of the performance of the flight schedule, without the passenger's fault being proved.
- 10.4. The Operator shall never be subject to any other or higher liability than the liability provided in Regulation (EU) N° 2027/1997, as amended by Regulation (EU) N° 889/2002, or if not applicable, as provided in the Convention of Montreal of May 28, 1999, or the Warsaw Convention of October 12, 1929, or that Convention as amended at The Hague on September 28, 1955, or, in case of substitution by another operator, the Convention of Guadalajara of September 18, 1961, whichever is applicable, even when the carriage is not an international carriage as defined by those conventions, and even if the limitation of liability is not notified by means of a travel document issued, if any. If carriage is performed by means of substitution by a Non-European Union Operator for flight(s) departing or arriving within the European Union, the Charterer shall inform the passengers in writing on the non-applicability of Regulation (EU) N° 2027/1997 as amended by Regulation (EU) N° 889/2002. The Charterer accepts and agrees that no special declaration of interest in delivery of baggage at destination can be made as provided in referenced Regulation

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10.5. Regulation (EC) N° 261/2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) N° 295/91, will only apply under the field of applicability of this Regulation.

10.6. It is expressly understood and agreed between parties that E&V Aviation, acting as air charter broker, will have no other or higher liability than the liability as referred to in former paragraphs herewith, and that any such claimed liability will be by law transferred by means of recourse to the Operator under his liability in accordance with the applicable laws.

11. Insurance Coverage

E&V Aviation shall, throughout the term of the Air Charter Agreement, ensure that the Operator will have and will maintain the insurance coverage according to the liability requirements as laid down in Regulation (EU) N° 785/2004 or any equivalent applicable law.

12. Miscellaneous

12.1. These General Conditions of Carriage, which constitute an integral part of the Air Charter Agreement, do not include the non-generic terms and conditions proper to the Operator, and which are specified in the Air Charter Agreement, such as inclusions and exclusions to the contracted charter price, cancellation terms and conditions, additional costs borne to the Charterer in the event of substitution, deviations, delays, etc. The Charterer agrees that such specific terms and conditions will, in case of conflict, at any time prevail to the generic General Terms and Conditions as set out herewith.

12.2. These General Conditions of Carriage, which constitute an integral part of the Air Charter Agreement, are governed by the laws of the Federal Republic of Germany, and, where necessarily applicable, the laws of the competent authorities under which the operation of the Aircraft of the Operator considered under the Air Charter Agreement ressorts.

12.3. All disputes arising out of or in connection with the present General Conditions of Carriage, as integral part of the Air Charter Agreement, shall be amicably resolved failing which either party may submit the matter in issue to be finally settled by arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules.