

1. General Terms and Conditions

The following General Terms and Conditions of BUSINESS JETS LTD (BUSINESS JETS) are an integral part of each agreement with BUSINESS JETS, applicable in their current version at the time of conclusion of the corresponding agreement. Differing or contradicting agreements shall not be recognised by BUSINESS JETS unless they are expressly approved by BUSINESS JETS in writing.

1.1. A Charter Agreement shall come into existence upon reconfirmation (acceptance) of the part of the Charterer of the booking confirmation received from BUSINESS JETS, in good time and writing.

1.2. Following receipt of an inquiry from a charter customer, BUSINESS JETS shall verify the availability of aircraft and crew. If aircraft and crew are available, BUSINESS JETS shall submit a non-binding proposal in writing. The proposal shall specify the key details of the corresponding flight (flight times, aircraft type, destination and costs). If the Charterer confirms the information in the proposal – in writing or by phone – and wishes to place a booking, BUSINESS JETS shall send a booking confirmation to be signed and returned by the Charterer within the defined time limit. Once the Charterer has signed and returned the booking confirmation within the defined time limit (the date upon which BUSINESS JETS receives the confirmation shall apply), a binding Charter Agreement shall come into existence.

1.3. Until BUSINESS JETS has provided the Charterer with booking information, the offered service shall remain subject to the availability of the aircraft and crew, and conditional upon the technical feasibility of the flight, and the granting of transportation laws, take-off and landing slots and other forms of flight clearance by authorities etc.

1.4. BUSINESS JETS at any time has the right to cancel the flight i.e. to terminate the charter contract.

2. Air transportation services

2.1. The Charter Agreement entitles the Charterer to an air transportation service in accordance with the relevant air transport legislation. The Charterer shall remain the sole contractual partner.

2.2. In case a Charter Agreement is concluded, BUSINESS JETS shall be obliged to provide the flight requested with a properly equipped and fuelled aircraft with crew, from the agreed point of departure to the agreed destination at the agreed time. BUSINESS JETS shall be entitled at any time to replace the aircraft suitable for the flight, which is based on a Charter Agreement concluded between BUSINESS JETS and the Charterer.

2.3. The Charter Agreement shall include transportation of passengers` baggage unless otherwise agreed. The number and weight of bags that can be carried depends of the destination, the number of passengers, the aircraft booked and expected weather conditions. The pilot is finally entitled to reduce the maximum baggage allowance per passenger for safety reasons, on case by case basis. Under these circumstances, the Charterer shall not be entitled to terminate the Charter Agreement.

2.4. Should BUSINESS JETS be forced to make an unscheduled stop due the unforeseeable events, such as poor weather conditions, BUSINESS JETS shall be entitled to demand that the Charterer reimburse all additional cost resulting.

2.5. BUSINESS JETS may cancel or delay a flight without being liable to pay any cancellation fee or compensation whatsoever in the event that the regarding flight cannot be performed or completed due any cause beyond the control of BUSINESS JETS, including – but not limited to –

strikes, lock out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil authorities, Force Majeure, fire, flood, fog, frost, ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by public authorities, breakdown or accident to aircraft, or if the safety of passengers is deemed by the aircraft commander or BUSINESS JETS operational supervisors to be in jeopardy. In case of such constellations BUSINESS JETS shall be under no obligation or liability towards Charterer beyond refund of the agreed charter price for such cancelled flight deducted by cancellation fees that may apply.

2.6. Costs for de-icing, or for sheltering the aircraft in a hangar to avoid de-icing, are not included in the price of the flight. BUSINESS JETS is entitled to charge for these expenses separately upon resentation of documentary proof.

3. Subchartering

3.1. BUSINESS JETS is entitled, at any time, to substitute the aircraft with one several aircraft suitable for the chartered journey. BUSINESS JETS is also entitled to outsource (subcharter) the chartered flight or other obligations specified in the Charter Agreement, in part or in whole, to another airline or charter company. BUSINESS JETS will notify the Charterer of any such changes as soon as possible before departure.

3.2. A change in the aircraft or the company does not entitle the Charterer to withdraw from the Charter Agreement, unless the deployed aircraft differs from the booked aircraft in type or condition to an unacceptable extent, or there are significant reasons relating to the subcharter company, that make transportation with this company unreasonable.

3.3. In case, that BUSINESS JETS is acting as a broker and such regarding flight is performed by a third party operator (subcharter), BUSINESS JETS shall not be liable for any damage / harm / disadvantage caused by the performance or non-performance of such third party operator its' and any other vicarious agent.

3.4. In case of subchartering the General Terms and Conditions of Business of the subcharter company are used.

4. Transport of dangerous goods and other objects

4.1. Objects or animals that may endanger the aircraft or people on board may not be transported. All passengers are obliged to read the list of objects prohibited from hand baggage or hold luggage before they board the plane. Should a passenger carry dangerous goods on board, either on their person or in their baggage, in particular, without limitation, weapons or objects that may be used as weapons, the passenger must show these the pilot before the start of the journey.

4.2. The pilot shall come to a decision on whether and how the transport such weapons or objects and is entitled to cancel the flight if it is feared that individuals or the aircraft may be endangered. No such objects shall be allowed on board, if it is feared that individuals or the aircraft may be endangered.

4.3. The pilot is entitled to cancel the flight at any time, if the behaviour of any passenger poses a threat to the safety and rights of other passengers (4.2.). In such instance, BUSINESS JETS entitlement to payment for the price of the flight remains valid and unaffected, and the Charterer shall pay any additional costs arising from the corresponding action taken.

5. Passenger and Cargo Entry documents

5.1. BUSINESS JETS takes absolutely no responsibility with the regard to visa requirements of its passengers.

5.2. The Charterer is responsible for ensuring that passengers have all travel documents required for entry into and exit from a country, including, without limitation, passports, visas, documentary proof of vaccination etc.

5.3. The Charterer shall be obliged to provide BUSINESS JETS with a Passenger list, which has to contain any special information, not later than 12 hours prior departure.

5.4. Should there be any levy due the lack of required entry documents of passengers or cargo, the Charterer will be billed with such costs.

6. Charter Price and Payment Conditions

6.1. Payment agreements are specified in the booking confirmation. The Charter Price shall mean the amount payable to BUSINESS JETS by Charterer for services supplied under these terms. The Charter Price shall apply to any agreed flight from the point of departure to the destination.

6.2. Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice, but at last the Charterer shall make payment within three days after signing the Charter Agreement, but at least 24 hours before departure. In the case of late or incomplete payments, BUSINESS JETS reserves the right to cancel the booking at the expense of the Charterer and deny boarding.

6.3. BUSINESS JETS will not start with its preparatory operation regarding the Charter Agreement, until the above mentioned Charter Price has been credited in its full amount on the regarding BUSINESS JETS account and the Charter Agreement has been duly signed by BUSINESS JETS and the Charterer.

6.4. The Charter Price shall apply to any agreed flight from the point of departure to the destination and shall **include**:

- aircraft insurance and third party liability costs
- fuel cost
- airport and handling charges during official airport opening hours
- aircraft parking costs
- operational costs of aircraft provision
- standard catering (depending on flight time and time of day)
- aircraft technical support costs
- pilots' and stewards' salaries
- aircraft maintenance costs
- air navigation services
- crew

The following costs are **not included** and shall be charged separately to the Charterer:

- de-icing costs (if necessary);
- fuel and insurance surcharges;
- special catering requests;
- royalties;
- the costs for visa and customs check, customs fees and other duties to be paid other than the fees listed above in connection with passengers and luggage;
- re-routes;
- demurrage or flight hours
- any other special requirements such as passenger limousine, if required and satellite phone costs;
- further expenses resulting from alterations to the provisions of the flight contract requested by Charterer or as a consequence of changes made by Charterer,
- additional crew proceedings and any additional landings;
- additional costs resulting from the necessity of flying to an alternative airport or of making a stopover their due to bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of BUSINESS JETS
- Credit Card Surcharges (6 % American Express, 4 % Visa).

The total cost excludes Ground transportation, non-objection fees, visas, government fees and taxes, customs duties which if levied will be charged to the Charterer.

The costs, charges and fees included in the Charter Price are continuously subject to alteration, and BUSINESS JETS shall therefore be entitled to take such alterations into account, and to increase the Charter Price to the extent necessary to accommodate these changes.

6.5. Costs for schedule changes and re-routings upon Charterer`s request, costs generated by passenger delays, costs for flight diversions and the extension of airport operating hours are excluded and shall be charged to the Charterer.

The deadlines are based on the time at which BUSINESS JETS receives notification of the withdrawal.

Should a third party charter flight be cancelled by BUSINESS JETS, the cancellation fees of the third party charter company shall apply and be charged in full. BUSINESS JETS expressly reserves the right to bring claims for further damages.

7. Termination and Cancellation

BUSINESS JETS shall have the right to terminate the Charter Agreement with immediate effect for pressing reasons without any infringement of its rights, in particular:

- if the Charterer violates his obligations arising from the Charter Agreement, in particular if he fails to pay the Charter Price in due time (6.2.) at the conditions stipulated,
- if insolvency proceedings are commenced against the Charterer, respectively rejected due to lack of funds, seizure of Charterers property is effected, or permission for prolongation of payments is given based on judicial or administrative proceedings or on the Charters request for out of court composition with its creditors,
- if force majeure of factors caused by the Charterer or Passengers prevent completion of the agreed flight,
- if the corresponding government authorities have issued travel or security warnings for the agreed destination that suggest the aircraft or individuals could be endangered
- if the Passengers do not arrive at the agreed time or if the Charterer fails to provide the luggage or freight for the flight at the agreed time,
- if there are other significant reasons that mean BUSINESS JETS cannot reasonably be expected to comply with the agreement.

BUSINESS JETS shall not be liable for any damage / harm / disadvantage caused as a result of such cancellation.

The cancellation fees shall become payable with immediate effect should Charterer cancel the Charter Agreement for any reason. The Charterer shall advise BUSINESS JETS in writing of his cancellation of the Charter Agreement. The deadlines are based on the time at which BUSINESS JETS receives notification of the withdrawal.

Should a third party charter flight be cancelled by BUSINESS JETS, the cancellation fees of the third party charter company shall apply and be charged in full. BUSINESS JETS expressly reserves the right to bring claims for further damages.

8. Special Services

Special services provided and/or made available by BUSINESS JETS, for example VIP treatment, special catering service, on board telecommunication via satellite phone etc., shall be charged separately to the Charterer.

8.1. Special Services, charges not included in the charter price (6.4.) and any kind of other additional expenses will be further charged separately at suppliers' rate plus graduated disbursement fee:

Up to 400 EUR invoiced (per invoice)

10 % disbursement fee,

Above 400 EUR- invoiced (per invoice)	5 % disbursement fee (min. 40 EUR)
Above 1800 EUR invoiced (per invoice)	3 % disbursement fee (min. 90 EUR)

9. Flight Changes and Delays

9.1. BUSINESS JETS and/or the actual carrier shall endeavor to the best of their ability to ensure punctual carriage of passengers and baggage. However, the announced flight times are subject to reasonable changes owing to operational and technical circumstances beyond BUSINESS JETS's and/or third party operators's control.

9.2. The Charterer is responsible to ensure that passengers arrive adequately in advance of the scheduled departure time. BUSINESS JETS's and/or the third party operator's ability to satisfy any variation in the Flight Services shall always be subject to crew duty times and rest periods and the availability of additional crew.

9.3. Charterer may request a departure delay of up to a maximum of 60 minutes beyond any confirmed departure time. BUSINESS JETS and/or the third party operator shall agree to such delay if it is compatible with crew duty time restrictions, applicable aviation regulations and air traffic control requirements. If Charterer delays a flight in excess of 60 minutes beyond the confirmed departure time for any reason that is not the fault of BUSINESS JETS and/or the third party operator, the Charter Agreement shall be deemed to be cancelled by Charterer.

10. Disclaimer

10.1. BUSINESS JETS is liable for the death, injury or health impairments of a passenger on board a BUSINESS JETS aircraft or upon boarding or leaving the aircraft (personal injuries), for the cancellation or delay of flights, and for the loss of or damages to baggage, in accordance with the legal provisions defined in clause 11. Applicable law.

10.2. BUSINESS JETS shall be liable for delay, damage, destruction and/or loss of luggage only if caused willfully or by gross negligence, and then only to the maximum limits specified in the applicable regulations. BUSINESS JETS shall not be liable for the loss of and/or damage to or the delay of fragile or perishable goods, or those unsuitable for air transport and not permitted to be carried by air, as well as valuables such as jewellery, money, shares, precious metals, documents and/or electronic equipment, contained in a Passenger's luggage without the knowledge of BUSINESS JETS.

10.3. Irrespective of legal provisions, the liability of BUSINESS JETS, its representatives, agents and employees shall be limited to the maximum amounts defined by law. Upon request, BUSINESS JETS shall inform the Charterer of the key details of the contract, in particular maximum cover.

10.4. BUSINESS JETS shall not be liable for any damage / harm / disadvantage caused by the performance or non-performance of its' vicarious agents, of third party operators and any other involved vicarious agents.

11. Applicable law

The contractual relationship between the Passenger and BUSINESS JETS shall be governed by the laws of the Malta, irrespective of the Passenger's nationality.