

1. General

- a. JetServiceNL BV (JetServiceNL), acting in its capacity as the duly appointed and authorised agent of Avcon Jet AG and Jivair AB (the “Carrier”), makes available to Charterer an aircraft for the transportation of passengers and baggage in accordance with the “Charter Agreement” or “Charter Quote”, hereafter referred to as “Charter Agreement”. JetServiceNL warrants that it is authorised by the Carrier to enter into this agreement on its behalf and that it knows of no reason for the Carrier not being able to perform its obligations hereunder.
- b. The Charter Agreement contains all specific information relevant to the flight schedule, type of aircraft, operator, dates and times of planned operation, special provisions required and the charter price.

2. Aircraft, crew, passengers and baggage

- a. JetServiceNL shall procure that the Carrier makes available to Charterer the aircraft identified on the Charter Agreement, fully manned, airworthy and equipped for the execution of the flight schedule as agreed between parties.
- b. JetServiceNL, acting as agent of the Carrier, has the right to replace the aircraft assigned for the flight with another aircraft, equally suited to perform the planned flight schedule, provided that the prior written consent of the Charterer (acting reasonably) is obtained.
- c. Passengers shall be in possession of all the personal travel documents required, unless otherwise agreed in the Charter Agreement.
- d. It is not allowed to bring baggage on board the aircraft, containing items listed as prohibited by International and Dutch law. JetServiceNL may restrict the size, volume or weight of baggage.

3. Clearances

- a. Clearances, including over flight rights, airport slots granted by government agencies/organizations shall be obtained by JetServiceNL or the Carrier (as appropriate), unless otherwise agreed. Charterer shall offer full cooperation in providing information, data or statements, required for obtaining the necessary clearances.
- b. If aforementioned clearances cannot be obtained in full, or timely as a result of circumstances, which cannot be attributed to either Charterer, JetServiceNL or the Carrier, parties shall immediately consult each other in order to find a solution for the problem. JetServiceNL shall promptly notify Charterer of any issues arising concerning the obtaining of any such rights or slots.

4. Flight schedules and changes in departure times

- a. Carrier will perform the flights to the best of its abilities, in accordance with the agreed flight schedule. Departure and arrival times should be considered as estimations and cannot be guaranteed. The Carrier has the right to deviate from the flight schedules if such can reasonably be attributed to circumstances of flight safety (as determined by the Captain in Command) or force majeure.
- b. Changes or additions to the agreed flight, flight schedule, or departure and arrival times on the Charterer’s request are subject to approval by JetServiceNL, and may result in changes in the agreed charter price. Flight schedules are subject to approval by the local authorities.

- c. The flight schedule as set out on the Charter Agreement, might be based on (overnight) parking. When such parking is not approved by the local authorities, additional costs may arise in order to accommodate off-site parking.
- d. If the scheduled departure time cannot be met as a result of circumstances that can be attributed to the Charterer or passengers, JetServiceNL can charge demurrage at the rate specified in the Charter Agreement.
- e. In the event that the aircraft identified in the Charter Agreement is unavailable for any reason related to a technical issue related to the aircraft, JetServiceNL shall utilise its best endeavours to procure a substitute aircraft to perform the relevant flight, subject to the Charterer's consent (acting reasonably).

5. Operational control

- a. The aircraft will be operated under the operational control of the Carrier at all times. Operational control can be exercised by Carrier at any time and in any form at Carrier's discretion, subject in all cases to decisions of the Carrier being in accordance with all applicable rules and regulations.
- b. Charterer and passengers are subject to orders and instructions given by or on behalf of the commander of the aircraft.
- c. The aircraft commander has full authority in relation to the passengers to be transported, the baggage, cargo and livestock, and the division of these. The commander is authorized to decide if and how the flight shall be executed and the airport at which the aircraft will land.

6. Force Majeure

- a. Not to be contributed to any party are (consequences of):
 - i. meteorological conditions,
 - ii. delays due to Air Traffic Control,
 - iii. technical failures (conditional to the correct maintenance being performed by Carrier in accordance with the regulations of the designated Aviation Authorities,
 - iv. strikes, industrial disputes, riots, demonstrations , embargo's, war or threat of war.
 - v. government restrictions ,circumstances that may be detrimental to the health and/or safety of passengers, livestock and/or cargo
 - vi. in general: any shortcomings in fulfilment of the contract that cannot be contributed to a party, either by law or by generally accepted standards of business.
- b. If, due to circumstances not attributable to JetServiceNL or due to safety considerations, the aircraft is forced to divert to an airport in the vicinity of the destination, and it cannot be reasonably expected that the flight can be continued to the original airport of destination, the flight shall be considered to be duly completed in accordance with the flight schedule. Notwithstanding the former, JetServiceNL will, within reasonable limits, (in the sole judgment of JetServiceNL), make all possible efforts to transport the passengers by other means of transport (i.e. car) to the destination.
- c. If, as a consequence of force majeure, in certain areas, the Carrier is forced to deviate from the planned flight schedule, or in any other way is hampered in the execution of the flight schedule, and a certain flight can only be performed at extra costs or effort (such as rerouting, additional landings or overnight stops), parties will consult each other immediately about the new situation (each acting in good faith).

7. Obligations of Charterer and passengers

- a. Charterer is responsible for the passengers to comply with all relevant laws and regulations of government, customs or other institutions, and to meet all their obligations in other respects and to pay any rights, fees, levies and other costs, also in case these are being charged primarily to JetServiceNL. This included any additional documentation and declarations related to COVID-19 restrictions and regulations.
- b. It is explicitly stated and agreed on by parties that any fines, charges and/or penalties charged to the passengers or JetServiceNL due to missing or incorrect documentation or not meeting COVID-19 requirements by the passengers will be forwarded and paid by the Charterer.
- c. If in an extraordinary event where the passengers are not permitted into the country for whatever reason and JetServiceNL is committed to reposition the passenger back to origin or any other suitable destination, the Charterer will be responsible to cover all costs that are borne with extra flights (pax flights and ferry flights) against the rate specified on the charter agreement (hourly rate is charter price divided by flight time). Unscheduled flights are always subject to crew duty limitations and schedule of the aircraft.
- d. It is not allowed to bring articles on board the aircraft as baggage or otherwise, which cannot be transported in accordance with the applicable government or IATA/ICAO rules and regulations or which in the opinion of JetServiceNL are dangerous, malodorous, or offensive, or the transportation of which is prohibited by any state or country over which the flight is planned to be executed, or which may jeopardize the safety of the flight, or which are not suitable for air transportation. Charterer shall exempt JetServiceNL from and in reasonable measure compensate JetServiceNL for claims losses levies or other costs arising from non compliance of the previous. Charterer shall compensate JetServiceNL for any damage to the aircraft, other than normal wear and tear, intentionally caused by the passengers.

8. Costs and payments

- a. Included in the price of the charter are all costs related to the execution of the flight schedule, maintenance and operation of the aircraft, such as costs of fuel, lubricating oil, maintenance and repair, landing fees within regular opening hours of the airports and over flight charges International Route Charges (IRC's), passenger- and aircraft ground handling services airport charges within regular opening hours of the airports, environmental charges, Passenger Facility Charges (PFC's), Security Charges, salaries, daily allowances and hotel charges of the crew, as well as the costs of catering for the passengers during their stay on board as mentioned on the Charter Agreement. The costs for or related to de-icing the aircraft – on ferry and passenger flights related to the schedule, are not included in the charter price. However, JetServiceNL shall try and avoid or minimize these costs by arranging frost free parking if available at a lower cost than the cost for de-icing.
- c. Not included in the price are all other costs such as, but not limited to, out of hours charges of the airports and handlers, fire category upgrades, flight attendant services, costs for additional landings en-route on request of the Charterer, off-site parking when needed, extra levies for damage (including war risk) and other taxes or costs related to passengers and baggage transported or to be transported.

- d. Charterer is bound to pay the charter price in full, including -if and insofar as applicable- taxes, levies, banking fees and other charges, costs and cost increases (provided it relates to a cost expressly referenced in these terms and conditions), at or before the agreed time, in the currency, at the place and in the agreed manner, failure of which leads to the loss of the right of transportation.
- e. All amounts and prices are -where applicable- exclusive of VAT ("BTW").
- f. Payment to JetServiceNL shall serve as effective discharge by Charterer of payment to the Carrier for performance of the flight schedule stated in the Charter Agreement.
- g. Payments will be transferred from the bank account of the contract party, as stated on the Charter Agreement, in accordance to Dutch law against money laundry.
- h. If payments to JetServiceNL are transferred from a third party's banking account, Charterer will notify JetServiceNL as soon as possible and confirm the relationship between Charterer, Passengers and the paying party. JetServiceNL supply Charterer a form which needs to be completed by the Charterer before the payment from a third party is executed.

9. Cancellation

- a. When the Charterer decides to cancel or partially cancel the execution of the Charter Agreement, depending on the moment of cancellation, the following cancellation fees are due:
 - i. Up to 72 hours before commencement of the flight schedule: 10% of the agreed price of the cancelled flight schedule or part thereof;
 - ii. 72 - 24 hours before commencement of the cancelled flight schedule or part thereof: 50% of the agreed price of the cancelled flight schedule or part thereof;
 - iii. within 24 hours before commencement of the cancelled flight schedule or part thereof: 80% of the agreed price of the cancelled flight schedule or part thereof.
 - iv. When or after the aircraft started to move into position for the flight schedule: 100% of the agreed price of the cancelled flight schedule or part thereof.
- b. Cancellation by Charterer shall be notified by email per registered mail.
- c. Cancellation of bookings by Charterer is only allowed as far as agreed, except that Charterer may terminate this Agreement, without penalty in the event of any material breach of any obligation of JetServiceNL or Carrier which is not remedied following written notice from Charterer.
- d. The time of cancellation is considered to be the moment JetServiceNL receives the relevant email or registered mail.

10. Liability

- a. Unless otherwise stated in the Charter Agreement, neither JetServiceNL nor the Carrier nor their respective staff and other personnel as well as their respective agents shall never be subject to any other liability than those mentioned in the Warsaw Convention of 12 October 1929, amended by the The Hague Protocol van 28 September 1955, or in the Guadalajara Convention of 18 September 1961 or in the Dutch "Wet Luchtvervoer" (Air Transport law) of 10 September 1936 (on the understanding that JetServiceNL has surrendered the limitation of liability for death or injury as covered in article 22) or the Montreal Convention of 1999, insofar as each of the preceding has application to the flight in question; in the case of a domestic flight, the laws of any relevant state shall apply to determine the liability of JetServiceNL and/or Carrier (including applicable regulations of the Economic Union). If JetServiceNL is held liable for any other or higher liability than

those mentioned in the previous paragraph, as a result of the negligence or wilful default of the Charterer, the Charterer shall safeguard or indemnify JetServiceNL, its staff or other personnel, as well as its agents, against these other or higher liabilities. JetServiceNL shall safeguard and indemnify the Charterer from any liability incurred by it and arising from any above referenced convention, statute law or regulation.

- b. To the extent of its legal liability resulting from or related to the flights, the Charterer will, for the period of time the passengers, conveyed in accordance with this Charter Agreement are subject to care and supervision of JetServiceNL, be considered as co-insured by the JetServiceNL's insurance policies covering death or injury, and loss of baggage, under the same conditions as JetServiceNL. On request, Charterer shall receive a certified copy of these insurance policies.
- c. Baggage, conveyed under the terms of this Agreement shall be considered to be accepted without declared value, unless a specific declaration of value if made by the Charterer.
- d. Subject to the operation of this this article and article 10, JetServiceNL shall never be liable towards the Charterer third parties acting on behalf of Charterer, for a higher amount than the charter price, paid at that moment in time.

11. General conditions

- a. Transportation in accordance with this Charter Agreement is also subject to the conditions laid down in transport documents and transport conditions of the Carrier and/or , as far as applicable, other air transport companies.
- b. Changes to these General terms can only be agreed upon by parties in writing.
- c. Jurisdiction of Charter Agreements and their execution is solely under Dutch law. Any claim filed against or by JetServiceNL shall serve in the appropriate Court of law in Rotterdam.