

AIR X CHARTER LTD – CHARTER AGREEMENT

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The following terms and conditions ("T&Cs") are the basis of and form an integral part of the Charter Agreement between Air X Charter Ltd. ("AirX") and the Charterer.

§ 1 Definitions

"Baggage" the passengers' personal property accompanying them in connection with their flight. Unless otherwise specified, it consists of both checked and unchecked baggage

"Cancellation Fees" set out in paragraph 4 of the Charter Agreement

"Charter Agreement" refers to this Agreement, the General Conditions of Carriage, the Charter Confirmation, the charter ticket as well as any other terms relating to the charter between AirX and the Charterer

"Charter Confirmation" an integral part of the Charter Agreement, is the document setting out flight booking confirmation, offer and acceptance and which duly signed by both parties shall constitute proof of mutual agreement to all terms and conditions contained across both documents.

"Charter Price" the price to be paid by the Client specified in the Charter Agreement

"Charterer" any person, firm or body corporate chartering, or offering to charter, any aircraft from AirX
"Convention" refers to the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on the 12th October 1929 or by that Convention as amended by the Hague Protocol 1955 by Additional Protocols of Montreal no1, no2 no3 and no 4, or the Montreal Convention 1999 and/or any other treaty applicable to such carriage as defined in the above convention (Convention).

"Flight Schedule" the flight or flights described in the Charter Confirmation

§ 2 Scope

The subject matter of the Charter Agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the Charter Confirmation. AirX reserves the right to change the route, Flight Schedule, seating capacity and maximum take-off weight if such action is required in relation to the safety of the aircraft and the passenger and/or under certain operational circumstances, which may be brought about by events out of AirX's control. The decision to make any such changes remains with the Pilot in command (Captain) and the Charterer shall accept such decisions as final.

§ 3 Parties

The signature by an authorised employee of AirX on the Charter Confirmation shall constitute a binding offer by AirX to the Client. The Counter signature of Charter Confirmation by the Charterer constitutes confirmation of acceptance of the terms and conditions of the Charter Agreement and the Charter Confirmation.

Any carriage performed pursuant to this Agreement shall be subject to AirX's General Conditions of Carriage ("GCC") which are incorporated to this Charter Agreement by reference thereto and as may be contained or referred to in the traffic documents of AirX as applicable on the date of the carriage (the GCC may be inspected via the AirX website and/or on demand) and the Charterer and any sub charterer shall be deemed to have notice of them whether or not it has availed itself of its right to inspect them. The Charterer and any sub charterer has the duty to ensure that the passengers are aware of the such GCC and that such GCC are available for inspection on demand by passengers. AirX hereby undertakes to ensure that its GCC are available for inspection on its website at all times.

§ 4 Validity of the Offer

A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. AirX reserves the right of withdrawal of quotations even after receipt by the Client prior to its acceptance. A quotation can be given by phone, email or fax.

§ 5 Currency

All prices are in EURO, unless another currency is indicated by AirX. Invoices are payable in EURO, unless another currency is indicated by AirX.

§ 6 Fuel Price

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases by more than 5% at the destination or arrival airport between the date of quotation and Charter Agreement, the Charter Price will be adjusted accordingly.

§ 7 Included Costs

Aircraft costs including crew, fuel, maintenance, air navigation and airport charges, General Aviation Terminal, in-flight AirX standard catering depending on flight time and time of day and passenger and cargo insurances and taxes.

§ 8 Excluded / Additional Costs

Fuel and Insurance Surcharges, de-icing of aircraft, weather related or hangarage costs, airfield fire category upgrades, access to VIP lounges, terminals and transport services, SATCOM services and premium/special catering requests such as caviar or sushi and specific wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to AirX by the Charterer. The quotation is based upon the Flight Schedule only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the Flight Schedule or routing, which exceed the maximum crew duty time, an enlarged or second flight crew will be needed and invoiced separately.

§ 9 Variation of Flight Schedule

AirX shall use all reasonable endeavors to complete the Flight Schedule in accordance with the timings therein but shall be entitled to depart from the Flight Schedule for any reason beyond its reasonable control. If the Charterer requests a variation of the Flight Schedule (including any delay in the departure time of any flight), AirX shall not be bound to agree such variation. Requested changes in the Flight Schedule or routing, which exceed the maximum crew duty time and AirX's ability to execute the changed Flight Schedule are always subject to availability of additional crew. The Client acknowledges that if AirX has to use additional flight crew then this may require crew to be present in the cabin during the flight and the crew rest area might be separated with a curtain/cabin divider. The Charterer agrees to bear any and all additional costs resulting from such variation.

§ 10 Substitution, Sub Charter of and Delay

The confirmation is aircraft type specific and AirX reserves the right to provide the Charterer with equal or better aircraft type at no extra charge. Any upgrade with regards to cabin volume size is considered a Charterer benefit and not charged at an extra cost. In case the agreed aircraft type is not available, AirX is entitled to provide an aircraft type of lesser value with a reduced price offer. In the event that the Charterer does not agree to an aircraft of lesser, value, AirX may sub-charter an aircraft of equivalent value and charge any additional cost to the Client. If a substitution or sub-charter event occurs en-route the charter price of the confirmation will be reduced pro-rata accordingly.

AirX reserves the right to use any aircraft in the same category with the same operational capacity as the aircraft the Charterer is booking i.e. mid-sized, heavy jet or airliner, in-house with AirX's fleet when relieving a flight which has incurred difficulties due to an AOG situation, or the booked aircraft is no longer available. AirX is not entitled to substitute an aircraft of a lesser size for the booking unless the Charterer has given written consent.

In the event of extraordinary circumstances AirX reserves the right to refuse a third party sub-charter if it has a suitable alternative aircraft available. If the cabin volume decreases yet the category of the aircraft remains the same, AirX reserves its right to issue a credit note of a reasonable proportion for the in-house replacement of the aircraft.

§ 11 Passenger/Cargo Documentation

Carriage performed under this Agreement shall be subject to AirX's General Conditions of Carriage (GCC). AirX shall, so far as reasonably possible issue or arrange to be issued or make available traffic documentation. The Charterer shall be responsible to ensure that the said documents are made known and available to the passengers and all owners of goods to be carried in the Aircraft and AirX shall ensure that such documentation is available for download or viewing via its web site. Charterer shall indemnify AirX against any failure to draw the Passenger's attention to (or alternatively to deliver, issue or make available) such documents to the passengers. AirX will accept the Charterer's traffic documentation to be used subject to evidence provided by the Charterer that such documentation is in compliance with the necessary conventions and AirX's GCC. All passengers need to comply with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. AirX takes absolutely no responsibility in case of non-compliance with any customs requirements by the passenger(s). Should there be any surcharges, fees, fines or similar payments due, the Charterer will be invoiced for such costs.

§ 12 Cancellation

In case of (i) cancellation of any booked flight by the Charterer, (ii) a delay of any passenger leading to AirX having to cancel the booked flight, (iii) a no-show of either any passenger, or (iv) any refusal of the passengers to conduct a flight in accordance with the requirements of the Captain and/or for flight safety or security reasons leading the Captain reasonably to deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out in the Charter Confirmation shall be applicable and payable by the Charterer. The Charterer shall also be liable to pay or to indemnify AirX in respect of any applicable denied boarding compensation arising from such cancellation or delay due to the passengers as per Council Regulation 261/2004.

AirX undertakes to make all reasonable efforts to ensure the highest flexibility for the Charterer and the passenger including efforts to meet any revised schedule. If AirX is unable to accommodate the revised schedule, the Charterer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Charterer's responsibility to ensure that passengers arrive in time for the scheduled departure time. The Charterer shall be liable for any late arrival of passengers. Due to Crew Duty Time Limitations, AirX reserves the right to depart without passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of passengers will also be classified as a cancellation by the Charterer. AirX will not be liable to the Charterer for any loss or expense incurred by the Charterer or a passenger due to their failure to comply with these provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account a pre-estimate of the costs to AirX when a Charterer cancels a flight or AirX is forced to cancel a flight due to the conduct of any passenger, the Cancellation Fees will apply to the scheduled times as described in the Booking Confirmation. All Cancellation Fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to AirX where a booked flight is cancelled and takes account, by way of example only, of costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organising the flight as well as any extra services. Notwithstanding the provisions of this condition, where a flight is cancelled not as a result of AirX's actions, the costs of any additional goods and/or services arranged by AirX at the Charterer's request through third party supplier(s) ancillary to the actual booked flight shall be the responsibility of the Charterer and shall be charged to the Charterer at the cost price to AirX. Any reimbursement of flight charges and any other amounts paid by the Charterer in advance of the booked flight shall be subject to the deduction of any Cancellation Fees and the balance of the sum paid by the Charterer, shall be repaid to the Charterer within 7 days of the date of receipt of cleared funds for the original booking. In any other circumstances (for example if the funds paid by the Client are not sufficient to cover the cancellation charges), the Charterer undertakes to make payment of any sums to cover the cancellation charges within 7 days of the date of issue of an invoice to the Charterer for such sums.

§ 13 Captain's Authority

The Captain shall at all times be entitled to take all necessary measures for reasons of safety. The Captain has the authority to make decisions with regards to passenger seating, baggage loading, allocation/placement and unloading and the ultimate refusal of any passengers or cargo. The Captain decides whether or not and how the flight is operated.

§ 14 Assignment and Vicarious Performance

The Charterer shall not be entitled to assign the benefit of this Charter Agreement to any other person without AirX's written consent but AirX may procure the vicarious performance of its obligations hereunder by some other person or company.

§ 15 Waiver

A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default hereunder.

§ 16 Notices

All notices and other required communications under this Charter Agreement ("Notices") shall be in writing and shall be sent to the addresses in the Charter Agreement. A party may change its address by sending Notice to the other party of its new address. Notices shall be given: (a) by personal delivery to the other party; (b) by fax, with a confirmation sent by registered or certified mail, to the fax number of the addressee shown in the Charter Agreement; (c) by registered or certified mail; or (d) by express courier (e.g. DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by fax, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, 3 days after the date of receipt, or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

§ 17 Entire Agreement

This Charter Agreement (which incorporates by reference the GCC) embodies the entire understanding between the AirX and the Charterer and there are no terms, conditions or obligations, oral or written, express or implied, other than those contained herein. No variation of these terms and conditions shall be effective unless made in writing and mutually agreed on behalf of both parties.

§ 18 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.

§ 19 Force Majeure

Notwithstanding the provisions of this Agreement, AirX, its directors officers agents employees and subcontractors shall be exempt from any and all liability due to any failure on behalf of AirX to perform its obligations under this Agreement arising from any cause beyond the reasonable control of AirX including but not limited to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which AirX has no control, or when the safety of the passengers or the aircraft crew can reasonably be assessed to be in danger, at the discretion of the Captain, provided always that in the event of such failure AirX will use its best endeavours to fulfil its obligations under the Agreement.

Unless stated otherwise in mandatory (indispensable) legislation, AirX is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances. AirX shall not be required to pay compensation or damages for any delay or cancellation of any flight if caused by such circumstances. In the event that the above occurs prior to the first leg of the Flight Schedule and no suitable solution can be found, AirX reserves the right to cancel the Charter Agreement. In this case, AirX shall credit the Charterer with an amount corresponding to the flight in question minus all reasonable expenses already incurred. In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Charterer excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all costs (including any positioning flights back to home base) and expenses already incurred are smaller than the amount relating to the flight in question, AirX shall credit the Charterer with an amount corresponding to the difference.

§ 20 Applicable Law and Jurisdiction

This Charter Agreement terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation. For the sake of clarity this law and jurisdiction clause shall not apply in respect of passenger claims for injury or death and for loss damage or delay of baggage or cargo where jurisdiction will depend on the applicable provisions of the relevant convention/regulation.