

# Terms & Conditions for AIR X Charter Ltd

Air X Charter Ltd | The Old Treasury Building | Saint Angelo Waterfront | Vittoriosa BRG 1721 | Malta

The following Charter Terms and Conditions (hereinafter "Charter T&C's") are an integral part of the agreement between Air X Charter Ltd. (hereinafter "Air X") and the Customer wherein Air X provides one or more Charter Flights for the Customer. Any amendment or variation of these Charter T&C's are only valid if such variation or amendment has been confirmed by Air X in writing to the Customer.

## 1 - Scope

The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. Air X reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. Air X is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by Air X. The decision to make any such changes remains with the Pilot in Command.

## 2 - Parties

The signature by an authorized employee of Air X on the confirmation shall constitute a binding offer by Air X to Customer. The acknowledgement of Customer by signature of the signed confirmation constitutes a contract of carriage between the Customer and Air X. Air X explicitly reserves the right to execute the charter services. The Customer acknowledges on behalf of its Passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer's individual Passengers and Air X, notwithstanding the issuance of a Passenger ticket by Air X. Customer, any third Party between Customer and Passenger, and Passenger shall remain jointly liable for the payment of the Charter Flight and any additional costs according to Clauses § 6, -8, § 15, as well as the cost of any damages or losses caused by Passenger. It is the responsibility of the Customer to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these Charter T&C's.

## 3 - Validity of the Offer

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

## 4 - Currency

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

## 5 - Fuel Price

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

## 6 - Included Costs

Aircraft costs including crew, fuel, maintenance, air navigation and airport charges, General Aviation Terminal, on flights longer than 75 minutes in-flight Air X standard catering depending on flight time and time of day, Passenger and cargo insurances and taxes.

## 7 - Excluded / Additional Costs

Fuel and Insurance Surcharges, VIP-Terminal, de-icing of aircraft, limo-services, SATCOM services and special catering requests such as e.g. caviar or sushi and special wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to Air X by the Customer. The quotation is based upon the Charter Flight 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. Such changes in the flight Schedule or routing, which exceed the maximum crew duty time and Air X's ability to execute the changed flight schedule are always subject to availability of additional crew. Customer acknowledges that if Air X has to use an enlarged or second flight crew, then there might be crew in the cabin during the flight and the crew rest area might be separated with a curtain/cabin divider.

## 8 - Substitution or Sub charter of Aircraft, Schedule amendment

The confirmation is aircraft type specific and Air X reserves the right to provide the Customer with equal or better aircraft type of the Air X Fleet at no extra charge. In case the agreed aircraft type is not available Air X is entitled to provide an aircraft type of lesser value with a reduced price offer out of Air X fleet. In the event Customer does not agree to an aircraft of lesser value Air X may sub-charter an aircraft of equivalent value and charge any additional cost to the Customer. If a substitution or sub-charter event occurs en-route the charter price of the confirmation will be reduced pro-rata accordingly. In addition, Customer will pay for the commencement sector on substitution Air X aircraft the adjusted price for lesser or better aircraft or the sub charter costs for equal aircraft type.

The company reserves the right to use any aircraft in the same category as the charterer is booking i.e. mid-sized, heavy jet or airliner in-house with regards to Air X's fleet of its operational capacity, when relieving a flight which has incurred difficulties due to an AOG situation, or the aircraft is no longer available for the desired charter which has been booked.

Any upgrade with regards to cabin volume size is considered a plus, and not charged as an extra to the client, but of course, Air X is not entitled to substitute an aircraft of a lesser size for the desired booking.

Air X reserves the right to reject a payment for a third-party sub-charter if it has any of the aircraft mentioned above available in the aforementioned scenario, should the situation exist.

For example, a Challenger 850 booking may well be booked on a Legacy, only in the event of an aircraft which is grounded due to technical reasons, or no longer available through unforeseen circumstances. If the cabin volume size decreases, however the category of the aircraft remains the same, Air X reserves its right to issue a credit note of a reasonable proportion for the in-house replacement of the aircraft.

- (1) Client accepts a up to 5h delay or an Airport up to 500 miles away as an alternate, whenever it comes to unforeseen circumstances.
- (2) Client accepts a up to 48h delay for any flights performed on our Airbus A340 whenever it comes to unforeseen circumstances.

## 9 - Force Majeure

Air X reserves the further right to at any time postpone or redirect the flight or provide the Customer with another similar aircraft at the additional costs of the Customer, in the event that the flight cannot be performed with the offered/booked aircraft due 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 Air X has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the captain or of Air X personnel.

Unless stated otherwise in mandatory (indispensable) legislation, Air X is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances. In the event that the above happens before the first leg of the flight stated in the confirmation started and no suitable solution can be found, Air X reserves the right to cancel the order.

In this case, Air X shall credit the Customer with an amount corresponding to the flight in question minus all 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 Customer, 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, Air X shall credit the Customer with an amount corresponding to the difference. Air X shall not be liable for any damages to the Customer or its Passengers arising from any such delay.

## 10 - Passenger/Cargo Documents

All Passengers have 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. Air X takes absolutely no responsibility in case of non-compliance with any custom's requirements by the Passenger(s). Should there be any surcharges, fees, or similar due to a non-compliance, the Customer will be billed for such costs. Air X takes absolutely no responsibility with the regard to visa requirements of Passengers. Should there be any levy due to the lack of required entry documents of Passengers or cargo the Customer will be billed for such costs.

## 11 - Payment

The Customer shall make payment according to the above-mentioned terms of payment by bank transfer to the advised bank account. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior departure, with the full amount into our account not deducted by any bank charges whatsoever. Should Air X fly by order of a third party (any Party between Customer and Passenger), the third party and Customer are jointly and severally liable to Air X for the fulfilment of all payments. Air X offers are net and do not include any commission.

## 12 - Cancellation

In case of (i) cancellation of any booked flight by the Customer, (ii) a delay of any Passenger and/or Customer leading to Air X having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger, or (iv) any refusal of the Customer and/or any of its Passenger to conduct a flight in accordance with the requirements of the Captain in accordance with §13 - 16 and/or for flight safety or security reasons leading to the Captain to reasonably deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out below shall be applicable and payable by Customer.

Air X undertakes to make all reasonable efforts to ensure the highest flexibility for the Customer / Passenger. If Air X is unable to accommodate the revised schedule change to the flight booking, the Customer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Customer's responsibility to ensure that Passengers arrive adequately in advance of the scheduled departure time. The Customer shall be liable for any late arrival of Passengers. Due to Crew Duty Time Limitations Air X reserves the right to depart without any 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 Customer. Air X will not be liable to the Customer for any loss or expense incurred by the Customer or a Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Air X when a Customer cancels a flight or Air X is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation Fees will apply as advised to the Customer in accordance with the confirmation based on the scheduled time of departure therein.

All cancellation fees are subject to a minimum payment of €1,000 which is a reasonable pre-estimate of the minimum cost to Air X where a booked flight is cancelled and takes account, by way of example only, costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight and any extra services. Notwithstanding the provisions of this condition §12, where a flight is cancelled not as a result of actions of Air X, the costs of any additional goods and/or services arranged by Air X at the Customer's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Customer and shall be charged to the Customer at the cost price to Air X.

Any reimbursement of flight charges and any other amounts paid by the customer in advance of the booked flight shall be subject to the deduction of any Cancellation Fees in accordance with this condition §12 and the balance of the sum paid by the Customer, shall be repaid to the Customer 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 Customer are not sufficient to cover the cancellation charges), Customer undertakes to make payment of any sums to cover the cancellation charges within 7 days of the date of issue by Air X of an invoice to the Customer for such sums.

## 13 - Passenger Baggage

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

## 14 - Prohibited or Dangerous Goods

Prohibited or dangerous goods are not allowed on any of the Air X Charter Ltd registered Aircraft.

## 15 - Smoking

Smoking may be prohibited on some Air X flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Customer.

## 16 - Captain's Authority

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a passenger requires extraordinary assistance on behalf of Air X's crew.

## 17 - Liability for Personal & Baggage damages

The Carrier shall be liable for any delay, injury or death suffered or incurred by or otherwise arising in respect of any passenger or any other person carried or to be carried on the Aircraft, any loss, damage, destruction or delay of or to any cargo, baggage, personal effects or mail carried or to be carried on the Aircraft, any loss or damage to any property not carried on the Aircraft and any injury or death of any person not carried on the Aircraft, in each case arising out of or incidental to the possession, use, maintenance or operation of the Aircraft under this Agreement and the Carrier shall indemnify and hold the Charterer its officers, directors, employees, servants and agents harmless in respect of all liability, costs, losses, damages, claims, demands, suits, judgments and actions, including all costs and expenses of any defence, arising out of the foregoing unless directly caused by the wilful misconduct or Gross Negligence of the Charterer.

## 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 - Applicable Law:** These terms are governed by and construed in accordance with the laws of Malta.