

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 or AIR SERVICE LIEGE, also abbreviated as 'ASL', a company incorporated in and under the laws of Belgium as a 'naamloze vennootschap', registered under number 0461.940.625, having registered office at B-3500 Hasselt (Belgium), Voogdijlaan 29, or with JET NETHERLANDS, also abbreviated as 'JNL', a company incorporated in and under the laws of the Netherlands as a 'besloten vennootschap', registered under number 8095.87.907.B01, having registered office at NL-1117BC Schiphol (The Netherlands) - whichever applies, and hereinafter called for each individual as my apply the "Operator" in its own name or on behalf of the contracted licensed commercial air transport operator, it being understood that Operator 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

Subject to the terms of the Air Charter Agreement and these General Conditions of Carriage, Operator undertakes to charter to the Charterer, and the Charterer herewith agrees to take on charter from the Operator, 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 Regulation (EU) N° 965/2012 and its amendments, laying down technical requirements and administrative procedures applicable to commercial air transportation operations by aeroplane, 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 operating licence and air operator certificate (AOC) in accordance with Regulation (EC) N° 1008/2008, and (ii) with a valid certificate of airworthiness of the Aircraft 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 oversight and responsibility by the Continuing Airworthiness Management Organisation of the Operator in conformity with Regulation (EC) N° 2042/2003, as amended.
- 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.

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 Operator.
- 4.2. Operator 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, Operator will be entitled to claim indemnification for the damage suffered by the Operator.

- 4.4. The Charterer may ask Operator to cancel or to make reasonable alterations, deviations or delays to a confirmed flight schedule at any time, in which case Operator 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, by the Air Charter Agreement 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 as set out in clause 9.2. and 9.3. herewith, (c) a force majeure event, including but not limited to an unforeseen aircraft on the ground event (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 the required air traffic control slots. 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 anyhow pay the charter price for the part of the flight schedule which has been or will be performed, and Operator will repay the Charterer the charter price or part thereof for the flight schedule not (to be) performed.
- 4.6. Any cancellations by the Charterer or Operator will have to be done in writing (if by e-mail, with delivery receipt).
- 4.7. In the event of cancellation by the Charterer, the Charterer shall pay the cancellation fees as mentioned on the Air Charter Agreement. The Charterer anyhow agrees that, if more stringent cancellation terms may be imposed by the Operator, the cancellation conditions applicable with the Operator concerned will apply. It is understood that the time of receipt of the written cancellation shall govern the applicable charge.
5. Authorizations, Permits and Documents
- 5.1. Operator 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, Operator will not be liable for any refusal, untimely granting or cancellation of authorization or permit provided that Operator 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 Operator with the flight schedule with sufficient prior notice enabling Operator to process the applications within the time frames as published from time to time.
- 5.2. Operator will issue documents of Operator in accordance with the requirements, practices and procedures of Operator. 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 Operator 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 - Operator shall have the right to cancel the flight(s) contemplated under the flight schedule as requested under the Air Charter Agreement. Operator 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, Operator 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.

7. Default by the Charterer

In the event of any breach by the Charterer of any provision of the Air Charter Agreement, Operator 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 Operator 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 Operator to collect damages from the Charterer.

8. Dangerous Goods

Unless otherwise agreed, 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. The Charterer will comply with and cause all passengers and owners of goods or cargo carried to observe and comply with all IATA Dangerous Goods regulations, customs, police, public health and other regulations which are applicable in the state under which rules the Operator is operating and in the states overflown and where landings are made.

9. Charter Price - Terms of Payment

- 9.1. The charter price as specified in the Air Charter Agreement includes all direct and indirect operating costs for the performance of the routing(s) on the date(s) and time(s) specified here above, but excludes, if required or requested and unless otherwise specified the Air Charter Agreement: (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 and/or overnight hangarage when required due to weather circumstances, (e) particular inflight catering or other inflight services 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 slots, (g) any and all other 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, (i) special insurance coverage, (j) special ground handling assistance, (k) satellite phone communications, (l) special overflight/landing permissions, (l) any and all increases in the costs and expenses included in the charter price, due to circumstances beyond the control of the Operator.
- 9.2. The charter price and any additional costs as may be stipulated in the Air Charter Agreement shall be invoiced to the Charterer upon signature of the Air Charter Agreement, and will be unconditionally paid into the account of Operator as specified on the Air Charter Agreement, and anyhow at latest in full 3 (three) business days before the start of the flight schedule. Any unforeseen charges or expenses will be invoiced after performance of the flight schedule, and payable by the Charterer upon receipt of such invoice.
- 9.3. Operator is anyhow entitled to cancel one, more or all of the flight(s) considered under the itinerary of the Air Charter Agreement if the amounts due for cancellation by the Charterer as detailed in the Air Charter Agreement are not on the account of Operator within the terms specified therein - whatever the agreed payment terms as specified in the Air Charter Agreement may be, and this without any liability, indemnity or penalty being due by Operator and/or the Operator to the Charterer and/or its passengers, and without prejudice to the Operator's right to claim any unpaid monies of the charter price and indemnities or penalties to the Charterer and/or its passengers.
- 9.4. In addition to the right of cancellation by Operator and/or the Operator of the Aircraft, late payment shall constitute payment of interests of 10% per annum 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 Operator, their officers, employees and agents against any costs, claims, damages or liability of any sort that may fall upon Operator 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 Operator for any and all damage that the Operator and/or Operator 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 Operator 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 Charterer herewith accepts and will cause all passengers boarding the Aircraft, that following stipulation as part of these General Conditions of Carriage as being compliant with referenced regulations for the limitation of Operator's legal liability, stating that 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
- 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 Operator, 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
- 11.1. The Operator shall at any time throughout the term of the Air Charter Agreement be insured for a combined single limit in accordance with requirements of Regulation (EU) N° 785/2004 as regards its aviation specific liability in respect of (i) passengers, baggage, cargo and (ii) third parties. The insured risks shall include acts of war, terrorism, hijacking, acts of sabotage. The insurance cover shall exist for each and every flight, regardless of whether the aircraft operated is at their disposal through ownership or any form of lease agreement, or through joint or franchise operations, code-sharing or any other agreement of the same nature.
- 11.2. The Operator shall effect and maintain adequate hull insurance and hull war insurance in respect of the aircraft and the operation thereof under this Agreement against all risks including war risks and hijacking and associated perils, and this for an agreed value of the aircraft that will exceed the replacement value. The war risk insurance geographical coverage will be compliant to LSW617G.
- 11.3. The Operator shall comply with all legal requirements as to the insurance of the Aircraft which may from time to time be imposed by the laws of the State of Registration or of any state to, from or over which the Aircraft shall be flown insofar as they affect or concern the operation of the Aircraft.
- 11.4. The Operator will furnish the Charterer, upon written request, with certificates containing details of the above insurance coverage.
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.

GENERAL CONDITIONS OF CARRIAGE

- 12.2. These General Conditions of Carriage, which constitute an integral part of the Air Charter Agreement, are governed by the laws of the competent authorities under which the operation of the Aircraft of the Operator considered under the Air Charter Agreement resorts.
- 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 the competent courts of Hasselt, Belgium.