



GENERAL TERMS AND CONDITIONS FOR CHARTER CONTRACTS

1. DEFINITION OF TERMS

"General Terms and Conditions for Charter Contracts" - GTCCC - the additional agreement to the charter contract containing detailed information on flights.

"Charter contract" - the contract forming the legal basis for a charter flight between Provider and Beneficiary/Customer, whose subject is the passengers transportation performed by a Carrier, from a departure point to a destination point as shown in the accepted Price Quote.

"Charter Flight" - renting of an aircraft for a flight operation, performed by the Provider in partnership with a Carrier, upon Customer`s request.

"Provider" - (1) *EURO AVIA - Aviation Projects Management Ltd.* in partnership with (2) the *CARRIER/OPERATOR* (TBA) - the airline operating the flight.

"Beneficiary/Customer" - charters seat capacities on an aircraft and is contracting party of the corresponding charter contract.

"Aircraft" - aircraft subject to a Charter Contract, operated by a Carrier and provided by the Provider for the Customer`s use.

"Price Quote" - an estimated price for a charter, usually based on the premise that the flight will be operated normally; extra charges occurring during the flight are invoiced to the Customer when delivering the final billing.

"Air transport" - the period in which passengers or luggage are in the care of the Carrier on board of an aircraft, at the airport or while landing outside an airport.

"Leg" - segment of the flight from one point to the next one, which can be with passengers onboard (*live leg*) or with no passengers onboard (*dead-head leg / ferry*).

"Checked-in luggage" - the luggage which the passengers give to the care of the Carrier.

"Not checked-in luggage" - all luggage which passengers carry with or on them.

"Force majeure" - applies to events which lie outside the sphere of influence of the Provider/ Carrier and are neither foreseeable nor avoidable by corresponding measures taken in their company, such as wars, civil unrest, natural disasters, strikes, etc., provided that they make impossible to carry out the charter flight.

2. SCOPE OF APPLICATION, VALIDITY

2.1. The General Terms and Conditions for Charter Contracts shall be applicable to all charter contracts signed between the Provider and the Customer.

2.2. Any derogation and any changes at a later date shall only become effective after written confirmation of the Provider. Oral agreements shall not have any legal consequences. Any derogation from the written form can only be made in writing.

2.3. The Customer agrees to provide the GTCCC to their passengers.

3. SIGNIFICANT AGREEMENTS, LAWS AND REGULATIONS

3.1. *"General Terms and Conditions for Charter Contracts"* can be further amended; provided that the flights can be carried out by a different Carrier, the terms and conditions of that transporting airline shall apply.

3.2. *"Agreement on the unification of transport rules in international aviation" (Warsaw Agreement)*, signed in Warsaw on October 12, 1929; the Warsaw Agreement in the version of the Hague Protocol signed on September 28, 1955; the Warsaw Agreement in the version of the *Hague Protocol and the Additional Protocol No. 2 from Montreal (1975)*, and the additional agreement from Guadalajara (1961) in the latest version regarding damages during international flights.

3.3. *The Laws of Romania and the Carrier`s country*, especially the legislation on civil aviation and the regulations, directives by the authorities and obligations pursuant to the transport within the borders of Romania and the Carrier`s country.

3.4. *Council directive of the EU 2027/97* from October 1997.

3.5. The Customer is aware of the various legal and authoritative restrictions and obligations pursuant to commercial aviation and scheduled services. They shall be obliged to guarantee that these regulations are complied with.



4. LIABILITY

4.1. Liability of the Provider/Carrier

4.1.1. Provider shall inform the Customer in case of flight schedule changes and the measures to be considered in order to handle such situation.

4.1.2. The Provider/ Carrier shall not be responsible:

- a. in case flight permits are not granted for reasons which do not depend on the Provider/ Carrier;
- b. in case of delays not imputable to the Provider/ Carrier (official flights on short notice on the same airports, passenger delayed presentation for embarkation which can generate losing airport slot etc.);
- c. in case the passengers do not accomplish legal conditions, immigration formalities, customs formalities, medical check requirements at destination or transit countries etc.. The Provider/ Carrier takes absolutely no responsibility in case of non-compliance with any customs requirements by the Passenger(s).

4.1.3. The Carrier shall only be liable for damages occurring during their own flight services. The liability of the Carrier shall under no circumstances be higher than the amount of the proven damage.

4.1.4. The liability of the Provider/ Carrier shall explicitly be exempted for:

- a) Damages caused by third parties.
- b) Damages and/or non-compliance due to force majeure or bad weather rendering the charter flight impossible for safety reasons as well as causes directly or indirectly attributable to legal or authoritative obligations, provisions or regulations or damages/non-compliance resulting from a cause not applicable to the Carrier/ Provider.
- c) Claims resulting from a delay of the passenger, luggage transports or from landing on an alternative airport provided that these claims have not been caused by gross negligence or intent.
- d) Claims, costs and/or expenses of all kinds incurring to the Customer, their employees, representatives or other contracting parties of the Customer from the compliance or non-compliance of the charter contract.
- e) For indirect or consequential claims – for all reasons – especially due to delays for technical reasons.

4.1.5. The Provider/ Carrier shall only be liable for damages for the occurrence, cause and extent of which proof can be produced.

4.1.6. The Provider/ Carrier shall not be liable when they can prove that they have taken all measures necessary to prevent the damage, or that they could not take these measures.

4.1.7. The exemption and the restrictions of the liabilities of the Provider/ Carrier shall analogously also be applicable to their agents, employees, representatives with whom they use the aircraft, including their agents, employees or representatives.

4.2. Liability of the Customer

4.2.1. The Customer shall be liable for executing the charter contract. The Customer shall be liable for all damages of an aircraft of the Carrier caused by employees, representatives, agents and/or passengers of the Customer.

4.2.2. The Customer shall be obliged to transmit all documents and complete information, in time as required by the Provider, as they are necessary for the Carrier to obtain the flight permits.

4.2.3. The Customer shall be obliged to inform the Carrier immediately on an injury of transported passengers or a damage of the luggage having occurred during the air transport by the Carrier and known to the Customer, in any case not later than immediately after the end of the flight.

4.2.4. The Customer warrants that all passengers will hold all necessary documents, passports, visas, etc. in order to be secured when transit through any intermediate points and/or entry into the destination area.

4.2.5. The Customer shall guarantee that every passenger shall have the right to examine the GTCCC.

4.3. Liability for personal injuries

4.3.1. If a passenger is killed, bodily injured or otherwise damaged in their health on board of an aircraft of the Carrier or while boarding/un-boarding, the Provider/ Carrier shall be obliged to indemnify the passenger for this damage, provided that the Provider/ Carrier is responsible for this damage.



4.4. Liability for damages of the luggage

4.4.1. The liability of the Provider/ Carrier for delays, damage, destruction or the loss of luggage shall be restricted at international transports, pursuant to the Warsaw Agreement, including the additional protocols and additional agreements.

4.4.2. The Provider/ Carrier shall not be liable for the loss or damage of fragile or perishable goods (computers or other electronic equipment), of jewelry, precious metals, money, securities, shares or other valuables, business papers, drugs, keys, passports, identity cards, or other documents, as well as other items contained in the checked-in luggage of the passenger, no matter whether the Provider/ Carrier knew about them or not, except in the case that this damage happened due to gross negligence or intent.

4.4.3. The Provider/ Carrier shall not be liable for damages caused by items in the luggage of the passenger, provided that they did not cause the damage due to gross negligence or intent. Provided that these items cause damages on the luggage of another passenger or the property of the Carrier, the passenger shall indemnify the Provider/ Carrier for all incurring damages and expenses hereof.

5. INSURANCE

5.1. The Carrier shall be obliged to effect a passenger accident insurance payable in case of death or permanent incapacity for employment.

5.2. In case the injured party is indemnified by the accident insurance, they shall not be entitled to any damages by the Provider/ Carrier to the amount paid by the insurance of the injured party. Accident damages shall in any case be added to the liability insurance.

5.3. Provided that the flight is carried out with another aircraft than that of the Carrier, the insurance and liability provisions of the transporting airline shall apply.

5.4. Aircraft used for executing the charter contract may only be used to the extent and within the frame of the flight permission given and subject to the aviation laws and the provisions of the aeronautical authorities in Romania/in the Carrier`s country, and in the countries where the passengers are transported or which the aircraft flies over.

6. DOCUMENTS FOR PASSENGERS AND LUGGAGE

6.1. Issue of travel documents

6.1.1. Provided that the Customer is no aviation company and that the flight is carried out in the name of the Carrier, the Carrier shall be responsible for issuing tickets for all passengers to be transported and their luggage.

6.1.2. Provided that the Carrier issues the passenger and luggage tickets, the Customer shall be obliged to give the Provider all necessary information, such as passenger lists and other information on passengers and luggage in such way that the transport documents can be issued in time.

6.1.3. The Customer shall be responsible for all information to be correct and complete, as well as for all damages resulting from incorrect or incomplete information.

6.2. Documents and permissions

6.2.1. The Customer shall ensure that the passengers have all personal and travel documents, entry permissions, visa, etc. necessary before take-off.

6.2.2. The Customer shall be responsible that the passengers fulfill the passport and customs provisions, the provisions of the health authorities and all other corresponding laws and regulations of the countries where they are going to land.

6.2.3. The costs incurring from the non-compliance with these provisions, laws and regulations shall be paid by the Customer.

7. FLIGHT DOCUMENTS AND PERMISSIONS

7.1. The Carrier shall issue and obtain all documents and permissions necessary for carrying out the flight and necessary pursuant to legal and inter-governmental regulations for air transport.

7.2. The Provider/ Carrier shall not be liable for any consequences resulting from not granting such permissions (e.g. flight, over-flight or landing permissions) provided that they have applied for the permissions in time and in the right order after receiving the documents and information in time.



8. AIRCRAFT AND CREW

- 8.1. The Provider/ Carrier shall be obliged to make available a properly equipped and fuelled aircraft with a crew according to the regulations at the agreed start of the flight.
- 8.2. The Carrier shall be entitled at all times to replace the aircraft by one or more other aircraft suited for the agreed transport.
- 8.3. The Carrier and/or the captain responsible shall be entitled to carry out or cancel the flight for security or technical reasons on their own, to land or not to land and to decide on similar questions without giving the Customer the right to object.

9. PASSENGERS AND LUGGAGE

- 9.1. The Carrier and/or the responsible captain shall be entitled to decide on accepting passengers and reserve the right to deny the transport of passengers for safety reasons.
- 9.2. Passenger baggage weight is limited for safety reasons and varies according to the length of the route, the total passenger number, type of aircraft, etc.
- 9.3. 15 kg of free luggage shall be allowed per passenger. Children shall not be granted free luggage. Possible exceptions from the free luggage limit shall be regulated in the corresponding annex.
- 9.4. 5 kg of hand luggage shall be accepted. Furthermore, a blanket, a coat, a camera, a handbag or a briefcase as well as a reasonable amount of books, magazines and papers shall be accepted in the cabin per seat.
- 9.5. Excess and/or special luggage shall be settled separately in the charter contract.
- 9.6. The right of the captain remains untouched to set a lower weight limit per seat for safety reasons in individual cases.

10. Price Quote

- 10.1. The Price Quote is an estimative charter quotation and might be different from the final charter cost in case of additional services.
- 10.2. The Price Quote is stated in EUR and is subject to these General Terms and Conditions stipulated herein, permits and clearances, crew and aircraft availability.
- 10.3. **The Price Quote exclusively includes:**
- a) Expenses for operating and maintaining the aircraft.
 - b) Reimbursement for the crew of the aircraft.
 - c) Insurance.
 - d) Landing, parking and handling fees as well as fuel and other airport fees for the aircraft (except for de-icing charges).
 - e) Airport fees for the passengers.
 - f) Check-in of passengers and their luggage.
 - g) In-flight standard catering pursuant to the regulations of the Carrier.
 - h) International route charges.
 - j) Transport of passengers from the air-station to the aircraft.
- 10.4. **The basic Price Quote does not include:**
- a) VIP catering, VIP Lounge cost on airports, HOTAC Crew costs, Flight Attendant.
 - b) De-icing of the aircraft.
 - c) SATCOM – Air Cell services.
 - d) Other fuel/insurances surcharges.
 - e) Overnight charges and waiting time.
 - f). 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.
 - g) Further expenses resulting from an alteration of the provisions of the charter contract as demanded by the Customer.
 - k) Additional costs incurring from “force majeure”.
- 10.5. Changes in the costs included in the charter quote due to circumstances beyond the Provider/ Carrier's sphere of influence, such as a raise of the fees and other duties after signature of the charter contract and before the end of the transport shall entitle the Provider to raise the charter quote accordingly.



10.6. Raises of fuel prices up to 5% are borne by the Carrier, higher rises shall be invoiced completely to the Customer by the Provider.

11. TERMS OF PAYMENT

11.1. The Customer shall make the payment by bank transfer into the Provider`s account stipulated on the invoice.

11.2. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior departure: *50% advance payment at the time of booking the charter, 50% no later than 96 hours prior the flight.*

11.3. All payments and expenses not contained in the charter sum and paid beforehand by the Provider for the Customer shall be reimbursed by the later one. The Customer shall pay the amount within 3 days after receiving the invoice without discount.

12. FLIGHT SCHEDULE

12.1. The flight schedule shall be laid down in the annex to the charter contract and be binding for the Customer.

12.2. The times given in the flight schedule and in the transport documents shall be approximate times. The Carrier shall guarantee that these times are observed and shall be entitled to change these times provided that the circumstances do not lie within their control or that this is necessary for reasons of flight safety.

12.3. Provided that the passengers do not arrive in time at the airport or the luggage does not arrive in time for loading, the Carrier shall not be obliged to make a delayed flight. The Provider is entitled to invoice all additional costs incurring from the delayed flight, including the costs for the waiting aircraft and the crew, in addition to the agreed charter sum, or to consider the flight of the Customer as being cancelled and to invoice the cancellation fees as below stipulated.

12.4. Any changes in the flight schedule, agreed in the charter contract, can be made by the Customer only after notifying in advance the Provider, no less than 5 working days before take-off, being subject to the Carrier`s decision. The Provider shall not guarantee the changes in the flight schedule requested by the Customer and shall be entitled to invoice the Customer all additional costs generated by these changes, including all costs for the aircraft and crew who is waiting or to cancel the flight requested by the Customer and invoice the cancellation fees as below stipulated.

13. DELAYED SERVICE, IMPOSSIBILITY OF THE SERVICE

13.1. Provided that the Carrier is unable to carry out or finish an agreed flight or to completely fulfill their duties arising from the charter contract for reasons they are responsible for, the Carrier shall be ready to do everything they can to provide other means of transport of their choice or at their costs, for the complete flight or for the incomplete part of the flight.

13.2. Provided that a flight cannot be carried through at all or in parts for reasons neither the Carrier/ Provider nor the Customer are responsible for, or is delayed for more than 24 hours, the Provider shall only be obliged to the exclusion of further claims to pay the Customer back the share of the charter sum, calculated according to the length of the route not flown in the agreed charter flight.

13.3. If the charter flight also includes the return flight, the part of the charter contract concerning the return flight shall not be touched by the incomplete flight for the above reasons, provided that the passengers have reached their destination and the Carrier is able to carry through the return flight as scheduled.

14. WITHDRAWAL, CANCELLATION AND CANCELLATION FEE

14.1. Withdrawal of the Provider/ Carrier:

14.1.1. The Provider/ Carrier can terminate the charter contract without notice – notwithstanding the withdrawal clause provided in the charter contract:

- a) if the Customer violates their obligations in the charter contract, especially if they do not pay the charter sum in time under the agreed conditions.
- b) if force majeure actually prevents the flight from being carried out.



14.1.2. In case the Provider/ Carrier cancels a flight or withdraws from the charter contract, for other reasons than the ones stipulated in item 14.1, the Provider shall only be obliged, without further claims, to reimburse the Customer the amount paid in advance, except the expenses generated by the planning/organizing the agreed charter flight.

14.2. Cancellation of the Customer

14.2.1. The Customer shall be entitled to withdraw from the charter contract before starting the transport, provided that force majeure makes it impossible to carry through the journey or the transport.

14.2.2. If the Customer withdraws from the contract for other reasons, the cancellation fee stipulated in item 14.3 shall be payable with immediate effect. The Customer shall notify the Provider in writing of the withdrawal from the contract and receive the written reconfirmation of the Provider.

14.3 Cancellation fee

14.3.1. When cancelling charter contracts, cancellation fees shall apply:

- 25% of the Price Quote if cancellation occurs 3-5 working days prior the flight;
- 50% of the Price Quote if cancellation occurs 2 working days prior the flight;
- 75% of the Price Quote if cancellation occurs 24hours or less prior the flight.

15. PASSENGER LIST

15.1. The Customer shall be obliged to provide a passenger list to the Provider no later than 48 hours before departure.

16. REFUSAL OF THE TRANSPORT

16.1. The Provider/ Carrier may refuse to transport passengers or luggage especially in the following cases without giving the Customer any right to withdraw from the contract:

- a) People suffering from an infectious disease or who might pose a threat to the security of the flight or who are guilty of violating or trying to violate aviation, frontier police or customs regulations.
- b) Luggage posing a security threat and thus threatening the flight.

17. PROHIBITED OR DANGEROUS GOODS

17.1. Dangerous or prohibited goods must be declared as per prohibited and dangerous goods regulations. Goods must be packaged, marked correctly according to the appropriate authorities and cannot be included in the passenger's luggage without the Provider/ Carrier`s consent.

18. MISCELLANEOUS

18.1. All flights of the Carrier shall be no-smoking flights.

18.2. The Provider/ Carrier shall be obliged to record data of the Customer for internal reasons.