

GENERAL TERMS AND CONDITIONS FOR FLIGHTS

OF

ABS JETS, a.s.

(hereinafter only "Carrier" or "ABS Jets")

I. SCOPE OF APPLICATION

The following General Terms and Conditions for Flights ABS Jets, a.s. (hereinafter only "GTC") shall be applicable to all charter flights of ABS Jets, a.s. and shall constitute an inseparable part of the Charter Flight Confirmation. ABS Jets reserves the right to change the GTC from time to time. In the event of any difference between the GTC and the Charter Flight Confirmation, the Charter Flight Confirmation shall prevail.

II. APPLICABLE LAW, JURISDICTIONS, & LIABILITY

The carriage performed by the Carrier is subject to the rules, jurisdiction, and limitation of liability by:

- The Montreal Convention of 1999 (Convention for the Unification of Certain Rules for International Carriage by Air) or the Warsaw Convention of 1929 as modified by Hague Protocol, if applicable; and
- EC Regulation 889/2002 on Air Carrier Liability in case of air accident, EC Regulation 261/2004 and other relevant EU legislation, and
- Czech laws, if applicable.

III. CHARTER FLIGHT BOOKING PROCESS

1. Carrier accepts booking and/or charter flight inquiries on a 24hour/7day basis.

By phone: +420 602 136 230
By E-mail: sales@absjets.cz
By fax: +420 220 112 623
2. Booking and/or charter flight inquiries are accepted:

Carrier's Sales department responds to a booking and/or charter flight inquiry by a Charter Quotation sent by Email, by SMS message, or by fax at the earliest convenience. Upon acceptance of the Charter Quotation from the Client, the Carrier issues a Charter Flight Confirmation containing detailed information on flights and schedules. The Charter Contract is executed by the signing of a Charter Flight Confirmation.

IV. TERMS OF PAYMENT

1. The amount listed in the **Price Quotation** shall be credited to the Carrier's account specified in the Advance Invoice before commencement of carriage if not agreed otherwise. The Price Quotation includes aircraft, crew, handling, landing / take-off fees, fuel, oil, first class catering, and Flight Attendant if applicable.
2. If the Price Quotation is not received from the Client before the commencement of carriage, the Carrier reserves the right to terminate the Charter Contract with no further liability.
3. All other costs including, but not limited to, e.g. baggage screening charges, security charges, customs duties, de-icing, costs of additional services relating to the transportation depending on the Client's requirements, such as car transport, helicopter, hiring of an airport lounge, extension of an airport's operating hours, etc. that are not contained in the Price Quotation shall be rebilled to the Client. The Client shall pay the amount within the period specified on the Invoice. The date of payment shall be the date on which the invoiced amount is credited to ABS Jets' account.
4. Invoices shall meet all the formal requirements of a tax document as stipulated in Act No. 235/2004 Sb., on Value Added Tax, as amended. In the case of a delay with the payment of an invoice, the Carrier is entitled to impose on the Client a contractual late payment interest 15% p.a.

V. RIGHTS & DUTIES OF PASSENGERS CARRIER'S CREW AND PASSENGERS

Replacement of the Aircraft

The Carrier shall be entitled, in the event of necessity, to replace the aircraft by other aircraft suitable for the agreed transport.

Passenger & Cargo Entry Documents

The passenger is solely responsible for the fulfillment of all visa requirements, passport validity, and all documents required by the authorities at the destination and Carrier assumes absolutely no responsibility to fill, check, or ensure their validity.

Baggage, Luggage, & Freight

The Passenger shall consult with the Carrier's Sales department in advance on the number, weight, and size of his/her baggage since it can be limited for safety reasons and varies dependant on aircraft type. If not agreed otherwise in writing, 15 kg of free luggage and 3 kg of hand luggage shall be allowed per passenger.

The Passenger shall ensure that any Baggage, Luggage, and Freight to be transported are sufficiently and properly packed for carriage. The Captain of the Aircraft shall have ultimate authority to decide what load may be carried and how it shall be distributed.

See Art. 6 – Refusal of the Carriage

Animals

The carriage of animals is subject to the prior written consent of the Carrier therefore the Client or Passenger shall consult with the Carrier's Sales department on the conditions of carriage of animals. The passenger is solely responsible for the fulfillment of all requirements and all documents required by the authorities at the destination.

Prohibited & Dangerous Goods

Prohibited Good shall not be carried under any conditions

Dangerous Goods (DG) must be declared as per Dangerous Goods regulations. DG must be packed and marked correctly according to the appropriate authorities. The Carrier's Sales department must be informed about Dangerous Goods on board (e.g. Explosives, Gases, Flammable liquids, Toxic substances, Infectious substances, Radioactive material) minimally 3 days in advance in order to be able to fulfill all necessary requirements. The carriage of DG shall be performed only by the expressed consent of the Carrier.

See Art. 6 – Refusal of the Carriage

Pregnancy

The Carrier's Sales department must be informed in advance about a pregnant passenger on board.

A Single pregnant passenger, without any complications, may be transported after the 28th week only with a Medical clearance statement, and after the 36th week only with Medical assistance on board. See Art. 6 – Refusal of the Transport

Multiple pregnant passengers, without any complications, may be transported after the 28th week only with a Medical clearance statement, and after the 32th week only with Medical assistance on board. See Art. 6 – Refusal of the Carriage

Smoking

All Carrier flights shall be no-smoking flights.

VI. REFUSAL OF CARRIAGE

The Carrier reserves the right to refuse carriage to any passenger, baggage, luggage or freight, incl. Prohibited & Dangerous Goods especially in the following cases:

- Passengers:
 - suffering from an infectious disease or
 - whose health/life may be at risk (e.g. sporting activity incl. deep sea diving without the necessary time for recovery),
 - who might pose a threat to the security of the flight or
 - who is pregnant more than 36 weeks, resp. 32 weeks;
 - who are suspected or guilty of violating or trying to violate aviation, frontier police or customs regulations;
- Baggage, luggage and freight, posing a security threat and thus threatening the flight.

VII. DELAYED SERVICE, IMPOSSIBILITY OF SERVICE

The Carrier reserves the right to terminate the Charter Contract if the confirmed flight cannot be performed as a consequence of the withdrawal or late approval of the necessary governmental authorisations or due to other extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken. Under such event(s), the Carrier shall be relieved of any obligation and liabilities.

VIII. CANCELLATION FEE & TERMINATION

If the confirmed flight is cancelled by the Client by written notice, a **Cancellation fee** shall be levied as follows:

Notice period	Percentage of Price Quotation
After booking	10%
72 – 48 hours prior to STD	25%
48 – 24 hours prior to STD	50%
Less than 24 hours prior to STD	100%

*STD = Scheduled Time of Departure

In the event of non-performance or delay of the flight caused by extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken (e.g. force majeure, political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcoming, technical problems, and strikes that affect the operation), the Carrier shall use all reasonable measures to perform or continue a flight but otherwise shall have no liability whatsoever.

IX. AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation (EC Regulation 889/2002) and the Montreal Convention 1999.

Compensation in the case of death or injury
There are no financial limits to the liability for passenger injury or death. For damages up to 100 000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments
If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximate amount in local currency).

Passenger delays
In case of passenger delay, the air carrier is liable for damage unless it took all

reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4 150 SDRs (approximate amount in local currency).

Baggage delays
In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 000 SDRs (approximate amount in local currency).

Destruction, loss or damage to baggage
The air carrier is liable for destruction, loss or damage to baggage up to 1 000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage
A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage
If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action
Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Exoneration
If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger.

The passenger is wholly liable for his or her health assessment before embarking. The carrier shall be wholly exonerated from its liability in the case of degradation of health's condition or damage sustained in case of death or bodily injury of a passenger caused physical influences of the flight beyond control of the carrier.

Basis for the information
The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.