

General Transport Terms and Conditions

1. Description of Company and General Information

- 1.1 CTR Atmospherica Aviation a.s. [*Czech joint-stock company*] (hereinafter the Company) holds a licence to operate commercial air transportation (airplanes) issued by Úřad pro civilní letectví [*Czech Civil Aviation Authority*] under ref. CZ-064.

The Company reserves the right to amend the general transport terms and conditions without prior notice.

- 1.2 Registered office of the Company

CTR Atmospherica Aviation a.s.

with registered office at Francouzská 454/74, Vinohrady, 101 00 Prague 10

ID 26456176, VAT ID CZ26456176

entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 7220

- 1.3 Transportation provided by the Company is governed by the following documents:

- a) Generally binding regulations of the Czech Republic;
- b) Montreal Convention of 28 May 1999 (Convention for Unification of Certain Rules for International Carriage by Air);
- c) Warsaw Convention c. 15/1935 Coll. for the Unification of Certain Rules for International Carriage by Air, as amended by the Hague Protocol No. 15/1966 Coll. In International transport;
- d) The relevant directives, rules and regulations of the European Community (in particular the EU-OPS, the European Commission Directive No. 2027/97 (as amended by Regulation (EC) 889/2002);

- 1.4. Any potential disputes arising from and related to the booking of the flight which will fail to be settled by negotiation between the contracting parties shall be decided in accordance with Czech law by an ordinary court of the Company in the Czech Republic.

2. Application of General Transport Terms and Conditions

- 2.1 The General Transport Terms and Conditions of the Company shall apply to all flights of which have been ordered by the Client (hereinafter named also as the passenger) and confirmed by the Company.
- 2.2 In the flight order the contractual parties may specify special conditions of the flight. Such special conditions must be written in the order and confirmed by the Company.
- 2.3 Contract for air transport services is concluded at the moment when the Company confirms acceptance of the Client duly completed and signed flight order.
- 2.4 Flights operated by the Company are not subject to any general business terms and conditions of the Client.

3. Aircraft

- 3.1 By confirming the flight order the Company undertakes to provide an airplane with sufficient capacity to transport the number of passengers specified in the order. If necessary, the Company may substitute the agreed airplane with another one of the same category.
- 3.2 The Company shall transport only such number of passengers as specified in the order and exclusively the passengers included in the list of passengers. Higher number of passengers compared to the number specified in the order may be transported by the Company only under favourable conditions at the time of boarding. Higher number of passengers may increase the price for the flight.

4. Flight Price

4.1 Flight price specified in the order includes:

- a) All transport costs with specific flight fees included;
- b) Catering for all persons on board in the range of offer published on www.atmospherica.aero;
- c) Insurance;
- d) Satellite telephone onboard;
- e) Passenger Flight Attendant (always for Hawker 900XP aircraft category and replacement aircraft suitable for transport as per provision on point 3.1)

4.2 Flight price does not include:

- a) Transfer of passengers to and from airport;
- b) Visa costs, any customs fees and taxes;
- c) Any additional costs due to changes made after confirmation of the order;
- d) Any additional costs resulting from changes caused by the Client's failure to meet the agreed specific conditions of the flight (departure time, changed number of passengers);
- e) Any additional costs incurred due to any event of Force Majeure (unfavourable weather conditions, particularly fog, storms, sand storms) preventing to operate the flight in the time specified in the flight order;
- f) Additional costs resulting from delayed flight, unless caused by the Company
- g) De-icing of the aircraft before the departure.

5. Payment Terms and Contractual Penalties

5.1 Unless specified otherwise in the flight order, 100% of the flight price must be paid and credited on the Company account at least 24 hours before the departure. If the flight order is carried out during 24 hours before the departure the Client is obliged to provide the Company with a bank confirmation that proves the wire transfer of the due amount has been performed.

5.2 Any surcharge resulting from increased price of the flight shall be due and payable upon the issuing of a final invoice with a maturity of 7 days, unless agreed otherwise.

5.3 Invoices shall meet all the formal requirements of a tax document as stipulated by the law. In case of a delay with the payment of an invoice the Company is entitled to impose on the Client a daily contractual late payment interest in amount of 0,05%.

5.4 Contractual penalties

Unless specified otherwise in the confirmed flight order, the following contractual penalties will be charged for a cancelled flight:

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| a) 7 or more days before departure | 500 EUR; |
| b) less than 7, but more than 2 days before departure | 30% of the flight price; |
| c) less than 48, but more than 24 hours before departure | 60% of the flight price; |
| d) less than 24 hours before departure | 80% of the flight price; |
| e) after time of departure stated in the contract | 100% of the flight price. |

6. Cancelled Flights and Refusal to Transport

6.1 Company shall operate the flights according to confirmed orders unless the Company and the Client agree otherwise or unless there arises any circumstances caused by Force Majeure as specified in subsection 6.3, or circumstances specified in subsection 6.4. Any and all changes must be confirmed by both parties in an amendment to the confirmed flight order.

6.2 The Client acknowledges that if the passengers fail to observe the agreed boarding time, such failure may further affect the flight conditions, delay or cancel the flight and cause the additional costs. Even though

the Company exerts its best efforts to keep up with the original departure time, operational circumstances or limits set by crew duty time may cause a significant delay of the original confirmed departure time or, respectively, the flight(s) may be cancelled.

6.3 Force Majeure

The Company reserves the right to cancel, divert, suspend or delay a flight or any part thereof if it is impossible to carry out the flight due to reasons beyond the Company's control. Such reasons include, among others, an event of Force Majeure, weather conditions, operation limitations, technical breakdowns, strikes, uprisings, embargos, wars, acts of hostility or disturbances and any direct or indirect consequences thereof, regardless them being actual or reported events.

In the event that due to the above stated reasons it is not possible to land at the destination airport, the contract for aircraft transportation will be considered as fulfilled at the moment when the aircraft lands at the replacement airport. Further, the Contract shall be deemed to be fulfilled even when due to the above mentioned reasons, it is not possible to land the aircraft at the destination airport for departure flight and the landing is done at a replacement airport, from which the client can be transported to the destination airport.

In case of flight cancellation or shortening on the grounds referred to in this paragraph, the total price of the flight shall be adequately reduced by the cost of sections or parts that have been cancelled.

6.4 Cancellation of Flight and Refusal to Transport

6.4.1 Cancellation of Flight by the Company

The Company reserves the right to cancel a flight if the Client has seriously violated the terms and conditions agreed in the flight order or General Transport Terms and Conditions. If a flight is cancelled pursuant to this subsection contractual penalties specified in subsection 5.4 shall apply.

The captain of the aircraft shall be finally responsible for operation of the flight and may cancel the flight for safety or technical reasons, or may decide to land on a different airport from the one confirmed in the flight order. In such case the Company shall not be liable for any damage caused thereby (see subsection 6.3).

6.4.2 Refused Transport

The Company has the right to refuse to transport a passenger, luggage or cargo if such transport may endanger the aircraft's safety or violate any applicable law or regulations. Furthermore, the Company may refuse to transport a passenger who refused to undergo a security check or who seriously disrupts the transport.

7. Transport and travel documents

7.1 For travel within the European Union all passengers shall submit a valid identity card; for travel to other countries, a valid passport and if necessary a valid Visa, must be submitted. All passengers are solely responsible for the fulfilment of all validity requirements, certifications, permissions etc. required by local authorities for all visited destinations.

7.2 If required by the third party (airport procedures, state authorities etc.) as a necessary pre-condition for the commencement of the flight, the Company is entitled to request and the Client is obliged to provide a list of passengers containing the following data: full name, nationality, date of birth and passport number (VISA if necessary).

7.3 Luggage

7.3.1 The Company shall exert its best efforts to transport the Client's luggage if possible from the point of the flight safety, aircraft capacity and applicable regulations. The Client shall inform the Company should it have any doubts concerning the transport of luggage.

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- 7.3.2 General weight limit applied to transported luggage is 14 kg in addition to 6 kg hand luggage per passenger. Luggage exceeding the specified weight shall be transported only with the Company's express approval and must be specified in the flight order.
- 7.3.3 The Company shall refuse any luggage the transport of which is prohibited by law or might endanger the safety of the aircraft or passengers. This provision applies particularly to firearms and other hazardous items under the provisions of ICAO.
- 7.3.4 The Company shall not transport animals if not explicitly approved in the flight order.
- 7.3.5 The passenger is solely responsible for the fulfilment of all documents required by the local authorities regarding transported luggage and its content or transported animals.

8. Liability

8.1 Company's Liability

- 8.1.1 Liability of the Company regarding the international air transport is governed by the Convention for Unification of Certain Rules for International Carriage by Air of 28 May 1999 (Montreal Convention) and by the Directive of European Parliament and of the Council of the European Union No 2027/97, as amended by Regulation No 889/2002 of 13 May 2002, to the Montreal Convention applicable to both international and domestic air transportation.
- 8.1.2 The company is responsible for the amount of actual damage within the limit of its liability. The company is not liable for indirect or consequential damages or for loss of profit.
- 8.1.3 Liability restriction:
 - a) The Company shall not be liable for any damage caused by third parties;
 - b) The Company shall not be liable for any damage and non-performance of agreed terms and conditions caused by:
 - (i) Force Majeure;
 - (ii) Weather conditions;
 - (iii) Circumstances directly or indirectly resulting from regulations or steps taken by authorities;
 - (iv) Circumstances beyond the Company's control.
 - c) The Company shall not be liable for any damage and non-performance of agreed terms and conditions caused by its failure to obtain required approvals from competent authorities (such as "Prior permission required" or "Landing permission" etc.).
 - d) The Company shall not satisfy any claims possibly resulting from delay of passengers, baggage or cargo, or due to landing at an alternate airport or departure from the alternate airport, with the exceptions of cases where the claim arose as a result of gross negligence.

8.2 Client's Liability

- 8.2.1 The Client is liable for meeting the flight terms and conditions; the same shall apply if the Client acts as an agent.
- 8.2.2 The Passenger is required to properly assess his/her own current health status, particularly with regard to heart diseases, high blood pressure, dizziness, cold or any other ailment. Also, women expecting child must consider their own current health status and risks (with regard to their stage of pregnancy) before proceeding with transport. All risks arising from transport in this context are taken by the transported person under his/her own responsibility.
- 8.2.3 If any transported person is injured the Client shall report the injury to the Company immediately after flight completion.
