



2016-10-10

AD HOC CHARTER AGREEMENT

GENERAL CONDITIONS

01.0.0 Articles / Clauses of the Agreement:

Headings and numbering of Articles or Clauses in this Agreement are for convenience only and should not be construed as part of the Agreement.

01.1.0 Restriction and Confidentiality of this Agreement:

This Agreement is written to define responsibilities of the Customer and Airline. It will not be used by either party to procure services or goods or credit facilities from a third party. The contents of this Agreement will remain confidential between Airline and Customer.

02.0.0 Commencement and Termination of Contract:

This contract stipulates the general terms and conditions for any Charter operation between the parties. These general terms and conditions are valid from 2016-10-01 on a running basis.

03.0.0 Operational obligations:

Aircraft will be operated in accordance with the Ad Hoc Charter Agreement

Airline shall be solely responsible for the operational control of the aircrafts.

Airline shall make all necessary arrangements to obtain traffic rights in accordance with the schedule in the Ad Hoc Charter Agreement. In the event that it is not possible to obtain traffic rights the customer shall assist where necessary and the airline cannot be held responsible.

The customer has the right to use the whole capacity of the aircraft up to the maximum agreed payload, as agreed for the flights stated in the Ad Hoc Charter Agreement. The pilot in command is entitled to restrict the payload in the case of operational requirements such as, but not limited, to weather conditions.

The pilot in command shall have the ultimate decision with respect to safety and performance of flight, such as:

- a. To postpone or cancel departure of aircraft due to weather conditions or technical reasons;
- b. To make intermediate landings, stops, necessary repairs;
- c. To change the route due to safety reasons.



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In such cases the Airline shall make the best efforts to continue the flight according to the schedule in the Ad Hoc Charter Agreement. In case of any unscheduled en-route stops or any diversions from the schedule to an alternate airport upon the request of the customer due to weather conditions or any other reason, the customer will bear all additional expenses incurred as a result.

During the ad hoc charter agreement, Aircrafts and its Crews shall remain under the Airline's operational control and direction.

03.1.0 Regulation:

The Airline will cause the Aircrafts to be operated, maintained, crewed and controlled in accordance with the manufacturer's recommendation, the Flight Manual of the Aircraft approved by the Civil Aviation Authority and with observance of all applicable laws and regulations.

03.2.0 Utilization of Aircraft:

The Customer undertakes and warrants to the Airline that the Aircraft shall be utilized only for the carriage of Passengers and further that the Aircraft shall not be used for illegal air transport or for the air transport of drugs, or Dangerous Goods exceeding those limits laid down by IATA Regulations and which could invalidate or are excluded from the existing insurance policies relating to the Aircraft.

03.3.0 Carriage of Live Animals: N/A

The carriages of live animals are permitted if restricted to small animals with prior notification.

03.4.0 Carriage of Dangerous Goods:

The carriage of Dangerous Goods is permitted only when all ICAO legal restrictions are followed by the customer. Any deviation from these regulations will be the legal responsibility of the customer and in such cases the airline has the right to seek compensation for any damage to the aircraft or airline employees. The aircraft shall not be used for the transportation of any kind of armament or military equipment.

03.5.0 Passenger operations: N/A for cargo operation

The Airline will provide to the customer the Pax Manifest template. As the flight is a full charter, it is the Customer's responsibility to issue the relevant Passenger Manifests (and/or Tickets) and to send it to the Airline – dully filled in – latest 48 hours prior to the date of flight, or as quick as possible. The Customer is also responsible that the passengers have obtained the necessary visa, vaccinations and other travel documents. Eventual costs arising from missing and/or incomplete documentation will be charged to the Customer. The Airline is only liable for any claim according to its insurance cover which is based on the EC Regulation 2027/1997, 889/2002 and Regulation 785/2004. Any claim concerning the transported goods in luggage or handbags, including but not limited to those of customs authorities for wrong declaration, shall be on account of the Customer. The Customer



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explicitly takes over all responsibility in this respect. The Airline and its crews shall maintain complete discretion about the loads carried.

The airline shall do everything to operate the flight according to the schedule given and agreed upon. The timings given with the schedule are considered as approximate times except when explicitly confirmed. The passengers will have to check in according to the times given and the Passenger Manifest must be complete and ready upon the check in time with the handling agent concerned. Depending on airport and its infrastructure, the passengers will have to present themselves at least 90 minutes prior scheduled departure time. In case the passengers are late at the airport of origin causing a delay of the departure, a demurrage fee shall be charged. The Airline is entitled to cancel the flight in case such delay exceeds one hour and in such case the full payment amount will become due. The Airline might delay a flight in case operational reasons require it.

The Customer is entitled to use the full capacity or the permissible payload of the Aircraft. However, in case the full capacity is not used by Customer, the Airline is entitled to use the remaining space for its own purposes. The Airline may also subcontract third parties with similar type and capacity to perform the flight if conditions so require. However the Airline shall co-ordinate such sub services with the Customer at no additional cost to the customer.

The Airline shall not be held responsible for any event of Force Majeure (see §10) preventing the operation to be performed as per schedule.

03.6.0 Security:

All appropriate security arrangements shall be coordinated between the Airline and the Customer. Customer will advise Airline of any pertinent information that could affect the security of the Aircraft or Crew and all necessary action will be coordinated and made known to both parties. Swedish Air Law and or local regulations and rules will apply in all cases.

03.7.0 Paint and Logos:

The customer is not entitled to add any paint or stickers to the aircraft without the prior written permission of the airline.

04.0.0 Crew:

The airline will provide fully qualified and current crew to operate and maintain the Aircrafts in accordance with the agreed flight program during the Lease Term. Additional personnel of the Airline (ground mechanics, check airmen etc.) may also be carried for operational requirements.

Included in the charter price is sufficient crew for the schedule as per the Ad Hoc Charter Agreement, the Airline shall endeavors, but does not guarantee, to provide additional crews to cover additional flying as may be requested by the Customer.



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05.0.0 Flight Costs:

All Flight Costs relative to the rotation, from airside handling at departure point to airside handling at arrival point as per the schedule in the Ad Hoc Charter Agreement, are included in the ad hoc charter rotation price unless otherwise stated in Appendix A.

Customer will pay any royalties and non-objection fees levied by governmental authorities or others, any import-and export fees, any customs fees and all other expenses incurred that are reasonably deemed to be the responsibility of the customer. Should any of those costs be charged to the airline; the customer agrees to reimburse the said expense with a surcharge of Euro 35 per recharge invoice.

05.1.0 Commercial Alternates:

Customer shall notify Airline of his preferred commercial alternates for each destination. Customer shall use these alternates subject to weather, airfield suitability and other operational considerations.

05.2.0 Delay and Cancellation:

In the event of mechanical difficulties resulting in a departure delay of more than 2 hours customer shall have the option to cancel or reschedule that rotation at its discretion in accordance with airline regulations. The customer herewith certifies that he has taken all arrangements to ensure that the Passenger Rights in accordance with EC Regulation 261/2004

06.0.0 Local Access:

NIL

07.0.0 Replacement of Aircraft:

Airline has the right to substitute aircraft by another type of aircraft, which payload, volume capacity and velocity will not be significantly different than the aircraft mentioned in the Ad Hoc Charter Agreement, at no additional cost to the customer. Should such an aircraft not be available for substitution a full refund will be given to the customer and the payment will be refunded within 5 working days. The Airline will not be held responsible.

08.0.0 Insurance:

Prior to the commencement of operations and during the term of this agreement, the airline shall carry the following insurance:

Comprehensive General Liability Insurance with a coverage and limits adequate for the operation of the aircraft under this agreement; Aircraft insurance with a coverage and limit adequate for the operation of the aircraft under the EC Regulations: 785/2004, 2027/1997, 889/2002 regulations.



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08.1.0 Additional Insurance Premiums:

Additional Premiums for flights operated into zones excluded from the existing insurance policy may be required and will be recharged to the customer. However, the final decision to enter any excluded zone remains, at all times, to be made by the flight Captain in his sole and absolute discretion.

08.2 0 Indemnities:

Airline shall indemnify and hold the Customer its officers, agents and employees free and harmless from and against all claims, damages, losses, and expenses of every kind and nature arising out of or resulting from possession, use or operation of the aircraft, except in the event of negligence or willful misconduct by the Customer, its officers, agents and employees.

09.0.0 Rotation price:

As defined in the Ad Hoc Charter Agreement.

09.1.0 Deposit:

NIL

09.2.0 Payment schedule:

Payments shall be made in full according to invoice, amount to be on account before flight being performed.

09.3.0 Receiving Bank:

The Customer shall pay the full amount of the invoice received from the Airline, any bank charges incurred in making the payment by the customer are to be paid by the customer.

The Airline's bank account, details as follows:

Bank: SEB
IBAN (SEK): SE68 5000 0000 0556 5103 1200
IBAN (EUR): SE25 5000 0000 0593 7820 1199
BIC: ESSESESS
VAT: SE556413659501

The Customer shall not be entitled to make any deduction from or set off against the payment made in respect of any invoice submitted by the Airline.

09.4.0 Interest:

If the Customer fails to pay in accordance with this Agreement, the Airline may charge interest of 2% per month or pro rata temporaris.



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10.0.0 Force Majeure:

The term "force majeure" as used herein is understood to mean any event or occurrence beyond the reasonable control of the parties hereto which prevents or delays the performance of such party's obligations as set for the herein, including, by way of example and not by way of limitation

- a. Acts of God,
- b. War, revolution, insurrection, riot, blockade, hijacking or any other unlawful act against public order or authority,-
- c. Strike, lockout, labor dispute or other industrial disturbance-
- d. Natural disasters such as fire, flood, explosion, or adverse weather conditions, and
- e. Official act of any authority having jurisdiction, including the denial or cancellation of the landing traffic rights or any necessary approval to perform the flights under this agreement.

10.1.0 Inability to Perform:

If for any reason of force majeure, any party is unable to perform its obligations under this Agreement, then that party's performance will be excused during the period of force majeure. A full refund will be given to the customer and the payment will be refunded within 5 working days.

10.2 0 Notice of force majeure:

The party claiming force majeure is obliged to inform the other party in the most expeditious manner setting for the circumstances giving rise to the failure or inability to fulfill its obligations. In the event no Notice is given, then force majeure cannot be invoked to excuse the performance of any obligations.

10.3.0 Duration

If the period of force majeure continues beyond a period of seven (7) days, this Agreement may be terminated with the mutual written consent of the other party whose consent will not be unreasonably withheld or delayed, without liability or penalty to any party. A full refund will be given to the customer and the payment will be refunded within 5 working days.

11 0.0 Governing Law:

This agreement has been construed to take effect under the laws of Sweden.

Any disputes between the Airline and the Customer relating to this Agreement or any disputes relating to the rights and liabilities of the parties hereunder shall be resolved by the court of Sweden.



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12.0.0 Validation of Agreement:

Any modifications and changes to this Agreement shall be made only in writing by way of amendment and shall have force and effect in accordance with the terms agreed and after signature by each party's authorized representatives confirming such Agreement, and becomes thereafter an integral part of this agreement.

13.0.0 Notice:

Any notice pertaining to these General Conditions shall be given by written instructions (email, fax or letter) addressed unless advised otherwise in writing in the case of:

The Airline:

AMAPOLA FLYG AB, BOX 57, 230 32 MALMOE-STURUP

Contact person:

Sune Johansson, Traffic Manager

sune.johansson@amapola.nu

+46 73 385 8636

Company fax: +46 8 555 556 99

Ops Phone: +46 8 555 556 50

Ops email: operations@amapola.nu

The Customer:

Contact person:



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SPECIAL REMARKS

CHARTERLOAD: Max payload / Passengers :

750kgs / 50 passengers

Passengers are allowed to carry only one piece of cabin baggage. Maximum allowed size and weight is 45x35x20 cm and 5 kg. The passengers shall be instructed to place the baggage under the seat in front of them or in the overhead bins

CANCELLATION FEES

In case of a cancellation by the Charterer of a flight the following fees shall be billed by the Airline:

Latest 10 days prior departure	10% of charter price
10-3 days prior departure	50% of charter price.
Later than 3 days prior departure	90% of charter price.

SPECIAL REMARKS:

All preparation of the cargo for carriage is the responsibility and to the account of the Customer.

The Customer is responsible to deliver all paperwork; the Airline cannot be held liable for delay or casualties related to the paperwork or actions of the third parties.

The provision of all special equipment for loading and unloading is the responsibility and to the account of the Customer

Customer will pay any royalties and non-objection fees levied by governmental authorities or others, any import-and export fees, any customs fees and all other expenses incurred that are reasonably deemed to be the responsibility of the customer.

TRAFFIC RIGHTS:

According to Amapola Flyg AB as Swedish AOC holder.