

BIB Aviation GMBH
GENERAL TERMS & CONDITIONS OF AIRCRAFT CHARTER BROKERAGE

1. INTRODUCTION

- 1.1 These General Terms and Conditions of Aircraft Charter Brokerage (the "**General Terms and Conditions**") set out the general terms and conditions for the supply of air charter brokerage services and related services by BIB Aviation GmbH ("**BIB Aviation**").
- 1.2 The provision of these General Terms and Conditions will be incorporated into each Charter Confirmation (as defined in clause 2.1.4 below), unless specifically agreed otherwise between the Parties (as defined in clause ... below) in writing.
- 1.3 In the event of a conflict between the terms of a Charter Confirmation and these General Terms and Conditions, the Charter Confirmation shall prevail.

2. DEFINITIONS

- 2.1 In this General Terms and Conditions, the following expressions shall have the following meanings:
- 2.1.1 "**Agreement**" shall mean the Charter Confirmation together with these General Terms and Conditions;
- 2.1.2 "**Aircraft**" shall mean any aircraft which is the subject of a booking and charter agreement organized by BIB Aviation for the Charterer;
- 2.1.3 "**Charterer**" shall mean the natural or legal person or entity entering into this Agreement as identified in the Charter Confirmation;
- 2.1.4 "**Charter Confirmation**" shall mean the schedule of specific terms and conditions of the Flight organized by BIB Aviation;
- 2.1.5 "**Charter Contract**" shall mean the contract between the Charterer and the Operator for operation of the Flight;
- 2.1.6 "**Charter Price**" shall mean the price set out in the Charter Confirmation;
- 2.1.7 "**Flight**" shall mean a flight described in the Charter Confirmation;
- 2.1.8 "**Force Majeure**" shall mean any event or occurrence, without limitations, beyond the reasonable control of BIB Aviation or the Operator, which prevents or delays the performance of any of its obligations;
- 2.1.9 "**Operator**" shall mean the operator of the Aircraft or any of its employees, directors and officers;
- 2.1.10 "**Parties**" shall mean BIB Aviation and the Charterer and "Party" shall mean any of them;
- 2.1.11 "**STD**" shall mean the scheduled time of departure as set forth in the Charter Confirmation; and
- 2.1.12 "**Travel Documents**" shall mean all passenger tickets, baggage checks, air waybills and other documents required under applicable international conventions or other applicable law.

3. CHARTER PRICE AND CHARGES; PAYMENT

- 3.1 The Charter Price includes the cost of fuel, oil, maintenance, landing, hangarage, parking, ground handling, remuneration and expense of aircrew, in-flight catering, licence fees, clearance fees, royalties, baggage screening charges, airport security charges, airport and passenger taxes in connection with and during the Flight unless otherwise specified in the Charter Confirmation. All other costs, including, but not limited to Aircraft de-icing, costs due to variations with respect to the Flight agreed between the Operator and the Charterer, ground accommodation, ground transfers, additional cabin service, special catering requests, onboard satellite telephone costs and any other additional service costs shall be invoiced separately by BIB Aviation to, and shall be paid promptly by, the Charterer.

- 3.2 The Charter Price and all other charges provided for in this Agreement are exclusive of applicable value added or sales tax which shall be paid in addition by the Charterer at the applicable rate.
- 3.3 The Charterer shall pay the Charter Price in full in the currency stated in the Charter Confirmation in advance of the STD by wire transfer to the designated bank account without deduction.

4. AIRCRAFT AND CREW

- 4.1 BIB Aviation shall arrange that the Operator provides the Aircraft manned, maintained, equipped, fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the Flight. The Operator will have sole responsibility for the operation of the Flight as well as for maintenance, insurance and operation of the Aircraft.
- 4.2 If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the Flight, BIB Aviation will endeavour to find an alternative Aircraft or another suitable operator at such price as close as possible to the Charter Price. Should this not be possible, BIB Aviation shall return the Charter Price to the Charterer and shall not be under any further liability whatsoever to the Charterer. However, the Charterer shall remain liable to pay for any part of the Flight that has already been operated.
- 4.3 The captain of the Aircraft shall have complete discretion:
- 4.3.1 concerning preparation of the Aircraft for flight;
 - 4.3.2 to refuse any passenger(s), baggage, cargo or any part thereof;
 - 4.3.3 to decide what load may be carried on the Aircraft and how it shall be distributed;
 - 4.3.4 to decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed;
 - 4.3.5 to decide on any deviation from proposed route;
 - 4.3.6 concerning all such other matters relating to the operation of the Aircraft;
- and the Charterer shall accept all such decisions as final and binding.

5. CANCELLATION

The Charterer may cancel a Flight pursuant to this Agreement at any time prior to the STD by notice in writing to BIB Aviation, subject to the cancellation terms set out in the Charter Confirmation.

6. TRAFFIC DOCUMENTS

The Operator shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the Flights undertaken pursuant to this Agreement and the Charterer shall give to BIB Aviation all necessary information and assistance to complete such documents as soon as possible in sufficient time to be completed for issue to passengers prior to the Flight.

7. FLIGHT TIMES, LOADING AND EMBARKATION

- 7.1 The Charterer shall ensure that passengers and their luggage shall be at the specified check-in point at the departure airport at such time before STD as set forth in the Charter Contract and that all passengers possess all required Travel Documents, identity documents, passports, visas and other documents required by the Operator and authorities of states of departure, transit and arrival of the Flight for the transportation of them, their luggage and any cargo.
- 7.2 In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight BIB Aviation and/or the Operator shall be under no liability whatsoever to the Charterer nor to such passenger. BIB Aviation and/or the Operator shall be under no obligation hereunder to make any

alternative arrangements for any such passenger. If the Operator, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to BIB Aviation such additional sum that BIB Aviation may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Operator and BIB Aviation thereby incurred.

- 7.3 In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Operator) deviation or diversion of any flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities incurred in respect of the Charterer's passengers. All such costs, expenses, losses, damages or liabilities incurred by the Operator shall be reimbursed by the Charterer to BIB Aviation on demand.
- 7.4 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Operator and BIB Aviation, their respective officers, employees, servants and suppliers against any and all other cost or expense incurred by the Operator or BIB Aviation in respect thereof or of any arrangements made by the Operator and/or BIB Aviation to return such passengers to the country from which such passenger was originally carried.

8. ROLE OF BIB AVIATION; OPERATION OF THE FLIGHTS

- 8.1 BIB Aviation does not act as an operator in respect of any of its obligations under this Agreement and BIB Aviation acts solely as agent for the Charterer in connection with this Agreement.
- 8.2 The operation of the Flight will be subject to the Charter Contract, including applicable Operator's terms and conditions of carriage, to be entered into between BIB Aviation acting on behalf of the Charterer and the Operator.

9. LICENCES AND INTERNATIONAL REGULATIONS

- 9.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Operator by the relevant authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.
- 9.2 If licences and authorities required for the operation of the Flight are in BIB Aviation's reasonable opinion, not likely to be obtained in good time or where obtained are not likely to be retained, BIB Aviation shall have the exclusive discretion to cancel this Agreement without any or further liability to the Charterer except that BIB Aviation shall be obliged to refund monies paid by the Charterer after deducting (i) a reasonable amount for the costs of administration and (ii) any non-refundable amount paid to the Operator under the Charter Contract.

10. OBLIGATIONS OF THE CHARTERER

- 10.1 The Charterer shall comply with all the requirements of BIB Aviation in relation to the performance of all of the Charterer's obligations as set out in this Agreement.
- 10.2 The Charterer shall hold harmless and indemnify the Operator and BIB Aviation against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.
- 10.3 The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights and will procure such compliance on the part of all its passengers.
- 10.4 The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.
- 10.5 The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

11. EXCLUSION OF LIABILITY; INDEMNITY

- 11.1 BIB Aviation shall be under no liability to the Charterer or to any passenger of the Charterer in respect of any variation to or cancellation of any Flight or the non-availability of any seats which results from the acts or omissions of the Operator, or for any failure by the Operator to perform any Flight and the Charterer hereby acknowledges to BIB Aviation that in any such event the Charterer shall only have recourse against the Operator.
- 11.2 BIB Aviation shall be under no liability to the Charterer for any failure by it or by the Operator to perform their respective obligations under this Agreement arising from Force Majeure, labour disputes, strikes or lock-outs or any other cause beyond the control of BIB Aviation or the Operator including accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith.
- 11.3 The Charterer shall indemnify the Operator and BIB Aviation against any claim by any passenger of the Charterer arising out of any such variation, cancellation, non-availability or failure to perform provided always that if BIB Aviation shall receive any refund from the Operator in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Charterer, BIB Aviation shall repay such refund to the Charterer.
- 11.4 The Charterer shall indemnify the Operator and BIB Aviation against any loss, damage, liabilities, costs or expenses caused to be suffered or incurred by the Operator or by BIB Aviation and their respective suppliers or subcontractors arising out of any act or omission of the Charterer.
- 11.5 Any Flights and carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Operator including its general conditions of carriage.

12. TERM AND TERMINATION

- 12.1 This Agreement becomes effective upon signing by the Parties and is valid during 1 (One) calendar year.
- 12.2 The term of this Agreement shall be automatically prolonged for every following calendar year if none of the Parties notifies the other Party in writing about its decision to terminate the Agreement not later than 30 (thirty) calendar days before the date of expiration of the Agreement.
- 12.3 This Agreement may be terminated with immediate effect upon notice from BIB Aviation to the Charterer upon the occurrence of any of the events specified below:
- 12.3.1 the Charterer defaults in the payment of any amount payable hereunder on due date; or
- 12.3.2 the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 14 days of receipt of written notice from BIB Aviation requiring remedy of such breach.
- 12.4 The Charterer shall indemnify the Operator and BIB Aviation against any claims by any passenger of the Charterer arising out of the termination of the Agreement.

13. PERSONAL DATA

BIB Aviation is entitled to collect, process and use (electronically or by data processing) the personal data provided by the passengers for the purposes of booking and issuing the documents of transport as well as to facilitate entry and exit procedures and to transfer these data referring to the transport to domestic and foreign governments or other authorities or to other air carriers. The Charterer hereby acknowledges that legal and governmental obligations for air carriers exist to transfer personal data of passengers to the respective authorities in various countries, especially the U.S. and Canada, if the destination or transit airport is situated in one of those countries. The Charterer hereby further acknowledges that all data provided by and relating to passengers can be affected by the transmission to foreign authorities in the context of booking.

14. NOTICES

Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if sent by courier or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served.

15. GENERAL PROVISIONS

- 15.1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid or unenforceable provision shall be deemed to be replaced with such valid, legal or enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision. Should a become evident in this Agreement, such gap shall, without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof, be deemed to be filled in with such provision which comes as close as possible to the original intent of the parties.
- 15.2 Any amendment of this Agreement including this clause 15 shall only be valid if made in writing and signed by all Parties hereto.
- 15.3 This Agreement shall be governed and construed by and in accordance with the laws of Austria.
- 15.4 Any disputes or claims arising out of or in connection with the execution, performance or termination of this Agreement shall be resolved by negotiations or by raising and settling claims within 20 working days after the claim receipt.
- 15.5 If the Parties fail to reach an agreement, any dispute(s) arising between the Parties out of or in connection with this Agreement (including its interpretation, closing, execution, binding effect, amendments, breach, termination or enforcement, as well as the pre and post contractual or non-contractual obligations) shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austria Federal Economic Chamber in Vienna (the "Vienna Rules") by three arbitrators appointed in accordance with the Vienna Rules, even if the dispute, controversy or claim is based on other legal grounds than the Agreement. The language of the arbitration shall be English. The place of arbitration shall be Vienna, Austria.

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