

GENERAL TERMS CONDITIONS OF CARRIAGE

Unless otherwise expressly agreed in writing, these “General Terms and Conditions of Carriage” (the “GTCC”) apply to air carriage performed by FLYING SERVICE N.V. or FLYING GROUP LUX S.A. for and on behalf of the “Charterer” pursuant to any aircraft charter agreement (“the Agreement”) concluded by the Charterer with FLYING SERVICE N.V. or FLYING GROUP LUX S.A. as the operator of the aircraft object of the Agreement, or with FLYING GROUP S.A.R.L. acting as agent in its own name but on behalf of FLYING SERVICE N.V. or FLYING GROUP LUX S.A. as the operator of the aircraft object of the Agreement, and hereinafter commonly called “FLYING GROUP”.

FLYING GROUP is the contracting carrier as defined in legislation governing carriage by air and the party to the Agreement with the Charterer disregard if the Agreement has been concluded with the Charterer or by an agent on behalf of the Charterer.

In case of air carriage performed by a third party operator the General Conditions of Carriage of the third party operator shall apply.

These GTCC are published on FLYING GROUP’s website.

1. OPERATING LICENCE - AIR OPERATOR CERTIFICATE

- 1.1. FLYING GROUP-Carrier herewith covenants that the Aircraft will be operated by and under a valid Operating License and Air Operator Certificate as granted by the Competent Authorities in accordance with Regulation (EC) N° 1008/2008, on common rules for the operation of air services in the European Community and Regulation (EU) N° 965/2012 laying down technical requirements and administrative procedures applicable to commercial transportation by aeroplane ("CAT-OPS") related to air operations pursuant to Regulation (EC) N° 216/2008 of the European Parliament and of the Council, the bilateral aviation agreement between Belgium and France or any Regulation issued by EASA amending or completing those regulations, or any rulemaking amending or completing those regulations and any other applicable Regulation, as well as the Agreement.
- 1.2. The Charterer undertakes not to jeopardize or to prejudice the position of FLYING GROUP under the conditions of the operating licence and air operator certificate of FLYING GROUP.

2. OPERATIONAL CONTROL AND RESPONSIBILITY

- 2.1. The Charterer agrees that FLYING GROUP has full operational control and responsibility over the Aircraft and the flights to be conducted with the Aircraft under the Agreement.
- 2.2. As such, and in respect of the safe and secure operation of the Aircraft, FLYING GROUP, by virtue of the captain of the Aircraft, shall, amongst others, have complete authority and discretion (i) as to whether or not a flight should be undertaken, (ii) in respect of the amount of space and load available on the Aircraft for utilisation and its distribution, (iii) as to where landings should be made in deviation to the requested flight schedule. The Charterer undertakes to accept all such decisions by the captain of the Aircraft.

3. AIRWORTHINESS CONTROL AND RESPONSIBILITY

The EASA Part-M Continuing Airworthiness Management Organization of FLYING GROUP shall assume full airworthiness responsibility over the Aircraft in accordance with the applicable Regulation.

4. FLIGHT SCHEDULES

- 4.1. The flight times calculated and shown in the flight schedule are approximate and not guaranteed by FLYING GROUP
- 4.2. FLYING GROUP shall not be responsible for deviation and delays caused by air traffic control, slot restrictions, labour and civil disturbances, mechanical failures to the Aircraft or ground equipment, crew duty time limitations for crew duties beyond the accepted flight schedule, local, national or international regulations, severe weather conditions or any and all other causes beyond their reasonable control of FLYING GROUP.
- 4.3. In case of delay in the commencement or completion of any of the flight(s) considered under the Agreement, caused by the Charterer or anyone acting on his behalf, FLYING GROUP will be entitled to claim indemnification for the damage suffered and will have the right to cancel the flight(s) considered under the Agreement, in full or partially, without any compensation or refund to the Charterer and not affecting its right to claim indemnification..
- 4.4. The Charterer may ask FLYING GROUP to cancel or to make reasonable alterations, deviations or delays to a confirmed flight schedule at any time, in which case FLYING GROUP shall be entitled to charge the contractual cancellation fees and the extra costs incurred for additional flight preparation resulting from the cancellation, alteration, deviation or delay in question.

5. AUTHORIZATIONS AND PERMITS

- 5.1. FLYING GROUP undertakes to timely apply for the authorizations or permits from governmental or other authorities necessary for the performance of the flight(s) considered under the flight schedule as requested by the Charterer. However, FLYING GROUP will not be liable for any refusal, untimely granting or cancellation of authorization or permit provided that FLYING GROUP has processed the applications within the time frames as published from time to time in the official publications and provided that sufficient time was available between confirmation and first departure
- 5.2. The Charterer undertakes to provide FLYING GROUP with the flight schedule with sufficient prior notice enabling FLYING GROUP to process the applications within the time frames as published from time to time.

6. DOCUMENTS

- 6.1. FLYING GROUP will issue documents of FLYING GROUP in accordance with the requirements, practices and procedures of FLYING GROUP. The Charterer and its passengers will be bound by the terms and conditions of the issued traffic documents.
- 6.2. The Charterer undertakes to cooperate in supplying all information in connection with the passengers and their baggage in due time as required for the completion of the documents. The Charterer will comply with and cause all passengers and owners of goods carried to observe and comply with all customs, police, public health and other regulations which are applicable in the state under which rules FLYING GROUP is operating and in the states overflown and where landings are made.

7. DANGEROUS GOODS, PROHIBITED ARTICLES AND SECURITY

7.1 For safety and security reasons, articles such as those listed below may not be carried in the passengers' baggage. However, some articles, such as medicines, toilet articles, medical oxygen, wheelchair battery etc. may be carried in the passenger's baggage provided they are carried and packed in accordance with the applicable regulations.



7.2 Liquids, Aerosols and Gels (LAGs) including pastes, lotions, liquid/solid mixtures and the contents of pressurized containers, such as toothpaste, hair gel, drinks, soups, syrups, perfume, shaving foam and other items with similar consistencies might be confiscated by security personnel at certain airports in case they do not meet one of the conditions described here- below:

- (a) be carried in the hold luggage; or
- (b) be carried in individual containers with a capacity not greater than 100 milliliters or equivalent in one transparent re-sealable plastic bag of a capacity not exceeding 1 litre, whereby the contents of the plastic bag fit comfortably and the bag is completely closed; or
- (c) to be used during the trip and is either required for medical purposes or a special dietary requirement, including baby food. When requested to do so the passenger shall provide proof of authenticity of the exempted LAG; or
- (d) obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the LAG is packed in a Security Tamper-Evident Bag (STEB) which is a bag that conforms to the recommended security control guidelines of the International Civil Aviation Organisation, inside which satisfactory proof of purchase at airside at that airport on that day is displayed; or
- (e) obtained in the security restricted area from outlets that are subject to approved security procedures as part of the airport security programme; or
- (f) obtained at another European Union airport, on condition that the LAG is packed in a STEB inside which satisfactory proof of purchase at airside at that airport on that day is displayed; or
- (g) obtained on board an aircraft of a Community air carrier, on condition that the LAG is packed in a STEB inside which satisfactory proof of purchase on board that aircraft on that day is displayed

FLYING GROUP HAS NO LIABILITY WHATSOEVER IN CASE OF CONFISCATION OF ANY OF THE ITEMS BY AIRPORT AUTHORITIES.

7.3 PROHIBITED ARTICLES IN THE CABIN

Passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

- (a) **Guns, firearms and other devices that discharge projectiles** — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
 - firearms of all types, such as pistols, revolvers, rifles, shotguns,
 - toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
 - component parts of firearms, excluding telescopic sights,
 - compressed air and CO 2 guns, such as pistols, pellet guns, rifles and ball bearing guns,

- signal flare pistols and starter pistols,
- bows, cross bows and arrows,
- harpoon guns and spear guns,
- slingshots and catapults;

(b) **Stunning devices** — devices designed specifically to stun or immobilise, including:

- devices for shocking, such as stun guns, tasers and stun batons,
- animal stunners and animal killers,
- disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;

(c) **Objects with a sharp point or sharp edge** — objects with a sharp point or sharp edge capable of being used to cause serious injury, including:

- items designed for chopping, such as axes, hatchets and cleavers,
- ice axes and ice picks,
- razor blades,
- box cutters,
- knives with blades of more than 6 cm, EN L 55/16 Official Journal of the European Union
- scissors with blades of more than 6 cm as measured from the fulcrum,
- martial arts equipment with a sharp point or sharp edge,
- swords and sabres;

(d) **Workmen's tools** — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:

- crowbars,
- drills and drill bits, including cordless portable power drills,
- tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
- saws, including cordless portable power saws,
- blowtorches,
- bolt guns and nail guns;

(e) **Blunt instruments** — objects capable of being used to cause serious injury when used to hit, including:

- baseball and softball bats,
- clubs and batons, such as billy clubs, blackjacks and night sticks,
- martial arts equipment;

(f) **Explosives and incendiary substances and devices** — explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- replica or imitation explosive devices,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

7.4 PROHIBITED ARTICLES IN THE HOLD BAGGAGE

Passengers are not permitted to carry the following articles in their hold baggage:

Explosives and incendiary substances and devices - explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,

- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

8. NO SUBCONTRACTING BY THE CHARTERER

The Charterer undertakes to charter the Aircraft under the Agreement for the own use by the Charterer. The Charterer will use the entire capacity of the Aircraft for the transportation of passengers of the Charterer, who is not entitled to subcontract by reselling or subchartering neither any part nor the entire capacity of the Aircraft.

9. AIRCRAFT UNSERVICEABILITY - UNAVAILABILITY

If the Aircraft becomes unserviceable or unavailable - for whatever reason, including technical failure with the Aircraft or operational restriction - FLYING GROUP shall have the right to cancel the flight(s) contemplated under the flight schedule as requested under the Agreement. FLYING GROUP will have no other or further obligation or liability then to use its best efforts to source internally or externally a substitute aircraft for the Charterer in order to undertake or to continue to undertake the requested flight schedule. In the event that such substitute aircraft cannot be offered under the terms and conditions of the Agreement, FLYING GROUP shall be entitled to offer a separate ad hoc agreement for the substitute aircraft, and the Charterer agrees to reasonably accept those conditions provided those conditions are within the scope of the then current market conditions.

10. DEFAULT BY THE CHARTERER - CANCELLATION

In the event of any breach by the Charterer of any provision of the Agreement, FLYING GROUP shall have the right to cancel the Agreement, and, in the event that a service has commenced, to terminate such flight all without liability of any kind to FLYING GROUP and, to retain all amounts as have been paid by the Charterer and, to demand all other amounts due under the terms of the Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Agreement for any of the aforesaid reasons shall affect the right of FLYING GROUP to collect damages from the Charterer.

11. LIABILITIES

- 11.1. The Charterer shall indemnify and hold free and harmless FLYING GROUP, its officers, employees and agents against any costs, claims, damages or liability of any sort that may fall upon FLYING GROUP by reason of any failure by the Charterer to comply with the Agreement or with any regulation or condition in force at the time of commencement of the flight.

In particular, the Charterer shall indemnify and hold free and harmless FLYING GROUP for any and all damage that FLYING GROUP may suffer directly or indirectly (i) in the event of the air operator certificate and operating licence of FLYING GROUP being withdrawn on the grounds of failure by the Charterer to comply with the Agreement, (ii) resulting from the Charterer or its passengers, goods and/or cargo carried on the flights considered under the Agreement.

- 11.2. The liability of FLYING GROUP as air carrier vis-à-vis its passengers and their luggage is limited congruent to the limits as laid down in Regulation (EC) N° 2027/1997 as amended by Regulation (EC) N° 889/2002 implementing the Convention of Montreal of May 28, 1999.

As far as the above limitations of liability shouldn't be applicable for whatever reason, the liability of FLYING GROUP as air carrier vis-à-vis its passengers will be governed by the Convention of Warschau of October 12, 1929, or that Convention as amended at The Hague on September 28, 1955, whichever,

is applicable, even when the carriage is not an international carriage as defined by that Convention. In case of substitution by another carrier, the Convention of Guadalajara of September 18, 1961 is applicable. Lessee undertakes that throughout the term of this Agreement, insurance coverage will be maintained according to the liability requirements of the Regulations and Conventions as mentioned herein.

- 11.3. The liability of FLYING GROUP as air carrier vis-à-vis third parties on the ground is limited in accordance with the uniform regulations as laid down in the Convention of Rome of October 7, 1952, as far as applicable. In absence whereof, congruent to the principles of international private law, the *lex rei sitae* of the country or state overflown and where the damage caused by the Aircraft has occurred, will apply.
- 11.4. It is expressly understood and agreed between parties that FLYING GROUP will have no other liability than the liability as referred to in former paragraphs herewith. The Charterer accepts and agrees that no special declaration of interest in delivery of baggage at destination can be made as provided in the applicable Regulations.

12. INSURANCE COVERAGE

FLYING GROUP shall, throughout the term of the Agreement, maintain the insurance coverage according to the liability requirements as laid down in the applicable Regulations

13. DATA PROTECTION AND PRIVACY

- 13.1. FLYING GROUP understands that during the course of its relationship with the Charterer, FLYING GROUP (including FLYING GROUP's officers, employees, contractors and agents) and actual carriers may have communication of Personal data (Personal Data shall have the meaning assigned to it in FLYING GROUP PRIVACY POLICY published on FLYING GROUP's website) about the Charterer and/or Passengers. FLYING GROUP commits and the Charterer accepts that the Charterer's and Passengers' Personal Data will be held and processed by it in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**") and the FLYING GROUP PRIVACY POLICY published on the FLYING GROUP's website.
- 13.2. Without prejudice to what is stated in the FLYING GROUP PRIVACY POLICY, FLYING GROUP and/or the third party operator are explicitly entitled to transmit Personal Data obtained from official identification documents and other Personal data processed or used in connection with the performance of the Agreement to public authorities and border control agencies, provided that the authority's or agency's request for disclosure is based on a mandatory legal regulations et is necessary for performance of the contract of carriage. Moreover FLYING GROUP and/or the third party operator is also explicitly authorized by the Charterer to collect and process the Personal data of the Charterer and the Passengers within the scope of the Agreement and in compliance with the GDPR Regulation for the purpose of performance of the flight services and the contractual obligations of FLYING GROUP and/or the third party operator under the Agreement; specifically FLYING GROUP and/or the third party operator is further explicitly authorized to transmit the said Personal Data to its employees and authorized representatives and to all person involved with the provision of the flight services on its behalf including air crew (flight and cabin crew).

14. APPLICABLE LAW AND COMPETENT COURT

- 14.1. This Agreement, that is considered to constitute the entire understanding between the Operator and the Charterer, is construed according to and governed by the applicable regulations in Belgium and within the European Union.
- 14.2. The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Agreement, and all the consequences thereof. Such dispute shall be notified in writing by the claiming Party to the other Party, and the Parties shall endeavour to settle such dispute by negotiation within thirty (30) days from receipt of said notice.

- (i) In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming either Party may seek to refer the dispute to mediation. The introduction of mediation proceedings does not prevent the Parties from taking any provisional and conservatory measures they deem necessary.
- (ii) If the Parties do not agree to mediate or if mediation does not result in a settlement within thirty (30) days following the filing of the request for mediation or within such other period as the Parties may agree in writing, each Party may bring an action before the Commercial Court of Antwerp.

If any or more of the provisions contained in this Agreement should be illegal, unenforceable, or for any Reason not be held valid, this will not affect any other provision of this Agreement.

15. AMENDEMENTS

FLYING GROUP reserves the right to amend these GTCC at any time with effect for the future without obligation to notify the Charterer. These GTCC as amended from time to time are published on the website as from the date on which they come into force. By continuing to use FLYING GROUP services after amendment of the GTCC, the Charterer declares his consent to the amendments.

These GTCC (and any documents , terms or agreements referred to therein) contain the entire provisions of the contract between the Charterer and FLYING GROUP and supersede all previous agreements, regardless of whether such agreements were made verbally by electronic means or in writing.

In case of conflict between the GTCC and any special charter agreement between the Charterer and the Operator, the terms and conditions of this charter agreement shall prevail.
