

GENERAL TERMS & CONDITIONS

1 DEFINITIONS

1.1 In these general terms and conditions, the following terms have the following meanings:

Agreement: a flight confirmation signed on behalf of the Client and / or such other agreement between ZEUSCH and the Client for the lease or use of an Aircraft, together with these Conditions and any attachments thereto, including but not limited to the General Conditions of Carriage (ANNEX 1).

Aircraft: any aircraft that ZEUSCH will operate under an Agreement.

Client: the party that has entered into an Agreement, as well as any party that has requested a Quote from ZEUSCH, and furthermore any of such party's permitted assignees.

Conditions: these general terms and conditions.

Flight: the flight(s) described in the Flight Schedule.

Flight Cost: the Flight cost as specified in the Agreement.

Flight Schedule: the schedule for the Flight as set out in the Agreement.

Quote: any offer, quote, proposal and/or tender-bid made by ZEUSCH.

ZEUSCH: Zeusch Aviation B.V.

2 APPLICABILITY

2.1 These Conditions shall apply to all Quotes and Agreements; and shall automatically form an integral part of any Agreement between ZEUSCH and the Client.

2.2 General conditions used or applied by the Client shall not be applicable to any Quote or Agreement between ZEUSCH and the Client.

2.3 No amendment of the Conditions shall be effective unless agreed upon in writing by ZEUSCH.

2.4 ZEUSCH is, at all times, entitled to unilaterally update or change the Conditions.

3 AIRCRAFT

3.1 ZEUSCH shall make available to the Client an Aircraft for lease or use of such Aircraft in accordance with the Agreement.

3.2 ZEUSCH shall make available to the Client an Aircraft that is equipped, including cockpit crew, for the execution of the Flight Schedule as agreed in the Agreement.

3.3 ZEUSCH has the right to replace the Aircraft assigned for the Flight with another aircraft that is equally suited to perform the planned Flight Schedule. For the avoidance of doubt: any such replacement aircraft shall be deemed to be the Aircraft for the purposes of that Flight.

4 CAPTAIN'S DISCRETION

4.1 The captain of the Aircraft shall have absolute and sole discretion as to all matters relating to the operation of the Aircraft, including but not limited to the right:

4.1.1 to refuse any passenger(s), luggage or cargo;

4.1.2 to decide what load may be carried on the Aircraft and how it shall be distributed within the Aircraft;

4.1.3 to decide whether and when a Flight may be safely undertaken and where and when the Aircraft should be landed.

5 FLIGHT COST

5.1 The Flight Cost includes all costs directly related to the execution of the Flight Schedule, maintenance and operation of the Aircraft; such as costs of Aircraft hull insurance and third-party liability insurance, fuel, lubricating oil and repair.

5.2 Unless otherwise agreed upon in writing, the Flight Cost does not include any provision for de-icing, weather related or other hangarage costs, airfield fire category upgrades, access to (VIP) lounges and terminals, or after hour charges demanded by airports.

5.3 Other services (including but not limited to: landing fees, parking fees, overflight charges, International Route Charges (IRC's), passenger and aircraft ground handling service airport charges, environmental charges, Passenger Facility Charges (PFC's), security charges, salaries, daily allowances and hotel charges of the crew, ground transport, hotel bookings, helicopter transfers, special catering requests, taxes etc.) are excluded from the Flight Cost and are considered to be additional services. ZEUSCH is entitled to charge a surcharge of

ten percent (10%) with regards to any additional service to cover the administration involved.

6 COMPENSATION FOR INCREASED FLIGHT COST

- 6.1 If there is any increase in security costs after the date of the Agreement, Aircraft hull insurance and third-party liability insurance, fuel, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Flight, ZEUSCH shall be entitled to increase the Flight Cost with a similar amount.

7 TERMS OF PAYMENT

- 7.1 All ZEUSCH's invoices are due and payable within fifteen (15) days of the invoice date, unless agreed otherwise in writing by ZEUSCH.
- 7.2 If the Client has a complaint with respect to (part of) an invoice, the Client will communicate such complaint to ZEUSCH in writing within the payment period. In absence of (timely receipt by ZEUSCH of) such written complaint, the invoice shall be deemed accepted by the Client without reservation. In case of a complaint by the Client in accordance with this Clause, parties will use commercially reasonable efforts to resolve the dispute amicably. The Client's right to suspend payment of (part of) an invoice is limited to the amount of the invoice contested in good faith by the Client in accordance with this Clause.
- 7.3 If the Client does not timely and fully pay an invoice, in the event that such invoice has not been disputed in accordance with Clause 7.2, the Client shall be in default without a warning or notice being required, and ZEUSCH will then, without an additional warning or notice of default being required, be entitled to charge the client interest on such sum on a daily basis from the due date until the date of payment on the basis of the statutory commercial interest rate plus two percent (2%).
- 7.4 In deviation of Clauses 7.1-7.3, the Client shall pay promptly to ZEUSCH the Flight Cost, any additional costs as set forth in Clauses 5.2 and 5.3, and any underlying or secondary costs, in accordance with (the payment schedule in) the Agreement. ZEUSCH shall be entitled to treat lack of payment or untimely payment or incomplete payment of the Flight Cost as cancellation by the Client of the relevant Flight, entitling ZEUSCH to payment

of compensation in accordance with Clause 11 of ANNEX 1. In the event that ZEUSCH agrees to accept late payment, it shall be entitled to interest on the overdue amount at the rate of two percent (2%) per month or part thereof, compounded monthly.

- 7.5 The Client shall not be entitled to any set-off or deduction of payment of an invoice.
- 7.6 ZEUSCH is, at its discretion, entitled to require a down payment or prepayment by the Client; and/or to set-off or deduct any amounts reserved/due, from outstanding payments by the Client.

8 FLIGHT SCHEDULE

- 8.1 ZEUSCH shall use all reasonable endeavors to complete the Flight Schedule in accordance with the timings therein. ZEUSCH is, however, entitled to deviate from the Flight Schedule for any cause beyond its reasonable control, including but not limited to events of Force Majeure within the meaning of Clause 12. Any delay or cancellation of any Flight shall not cause ZEUSCH to be in default or to be required to compensate any passenger with regards thereto.
- 8.2 If the Client requests any amendment of the Flight Schedule (including any delay in the departure time of any Flight), ZEUSCH shall not be bound to agree to such amendment. ZEUSCH shall not withhold its approval on unreasonable grounds. ZEUSCH is entitled to make its approval conditional to payment by the Client of any extra costs resulting from such amendment.
- 8.3 In the event that the Aircraft is unable to perform any part of the Flight, ZEUSCH shall be entitled to substitute, with prior notice, any other operator or any equivalent aircraft. For the avoidance of doubt, any such replacement aircraft shall be deemed to be the Aircraft for the purposes of that part of the Flight. If no such substitute aircraft is available, the Client shall be entitled to cancel that (part of the) Flight and shall be reimbursed the amount paid in respect of the cancelled Flight or Flights.

9 CANCELLATION POLICY

- 9.1 In the event of cancellation of the Flight or any part of it by the Client, the Client is required to pay compensation to ZEUSCH in the manner as follows:
- 9.1.1 twenty five percent (25%) of the Flight Cost if notice of cancellation is received by ZEUSCH less than thirty

(30) days but more than seven (7) days before scheduled departure time.

9.1.2 fifty percent (50%) of the Flight Cost if notice of cancellation is received by ZEUSCH less than seven (7) days but more than forty-eight (48) hours before scheduled departure time;

9.1.3 seventy five percent (75%) of the Flight Cost if notice of cancellation is received by ZEUSCH less than forty-eight (48) hours but more than twenty-four (24) hours before scheduled departure time; or

9.1.4 hundred percent (100%) of the Flight Cost if notice of cancellation is received by ZEUSCH less than twenty-four (24) hours before scheduled departure time, or, if on the day of departure, the passengers to be carried on the Flight are a no show or arrive for the Flight after the agreed departure time.

9.2 The time of cancellation is considered to be the moment ZEUSCH receives the relevant e-mail, fax, telex or registered mail.

10 OBLIGATIONS OF THE CLIENT AND PASSENGERS

10.1 The Client is responsible for the passengers (i) complying with all relevant laws and regulations of governments, customs or other institutions; and (ii) meeting all of their obligations in other respect, including but not limited to timely payment by such passengers of any rights, fees, levies and other costs, even if these sums are charged to ZEUSCH initially.

10.2 ZEUSCH may restrict the size, volume or weight of luggage allowed on the Aircraft.

10.3 It is not permitted to bring articles on board the Aircraft as luggage or otherwise (i) which cannot be transported in accordance with the applicable statutory or IATA/ICAO rules and regulations, (ii) which in the opinion of ZEUSCH are dangerous, malodorous or offensive, (iii) the transportation of which is prohibited by any state or country over which the Flight is planned to be executed, (iv) which may jeopardize the safety of the Flight; or (v) which are not suitable for air transportation.

11 LIMITATION OF LIABILITY / RISK ALLOCATION

11.1 ZEUSCH is not and does not undertake any carriage as a common carrier, nor does

ZEUSCH accept the obligations of a common carrier, nor shall any such obligations be implied. The liability of ZEUSCH (or any substitute carrier) in relation to the carriage by air of passengers and their luggage shall be governed by the General Conditions of Carriage of ZEUSCH, ANNEX 1 (or those of the substitute carrier, a copy of which will be made available on request). The Client, as their agent, shall be deemed to have provided all passengers on the Flight with a copy these General Conditions of Carriage.

11.2 Subject to Clause 11.6, ZEUSCH shall not be liable to the Client in respect of any breach or otherwise, for loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss; and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

11.3 All claims for compensation by the Client end if an action is not brought within three (3) months of the date of arrival of a Flight at its destination, or the date on which the Aircraft was scheduled to arrive, or the date on which carriage stopped.

11.4 Should ZEUSCH be liable under or in connection with the Agreement, such liability will -subject to Clause 11.6- be limited to the amount that -in the relevant case- is paid out by the liability insurance of ZEUSCH and shall -in any calendar year- not exceed the amount invoiced by ZEUSCH to the Client and paid by The Client to ZEUSCH in the twelve (12) month period prior to the event or events giving rise to such liability.

11.5 The Client shall indemnify ZEUSCH against all actions, claims and proceedings and shall indemnify and hold harmless ZEUSCH for any losses, costs, damages, awards, expenses, fines and/or fees (including reasonable legal fees) which may be brought against or suffered by or incurred by and/or awarded against ZEUSCH in respect of any breach or otherwise by the Client; including but not limited to all loss and damage as a result of:

11.5.1 a passenger not being in possession of a valid identity document, visa, health certificate or other document required by any destination (final and transfer) on the Flight Schedule;

11.5.2 a breach of Clause 10.3;

11.5.3 damage to the Aircraft, other than normal wear and tear, caused by the passengers.

- 11.6 Nothing in the Agreement shall operate to exclude or limit a party's liability for damage or loss resulting from or caused by an act or omission of said party or its senior management, in the event that such act or omission qualifies as (i) willful misrepresentation or fraud (*bedrog*); or (ii) willful misconduct (*grove schuld*); or (iii) malicious intent (*opzet*); (iv) gross negligence (*grove nalatigheid*); or (v) willful recklessness (*bewuste roekeloosheid*).

12 FORCE MAJEURE

- 12.1 ZEUSCH shall not be deemed in breach with regards to any of its obligations if, and to the extent that, the performance of such obligation is prevented or delayed by an event of force majeure. Events of force majeure include, but are not limited to:
- 12.1.1 meteorological conditions, such as visibility minima;
 - 12.1.2 delays due to Air Traffic Control;
 - 12.1.3 airport closures;
 - 12.1.4 technical failures (conditional on the correct maintenance being performed by ZEUSCH in accordance with the regulations of the Local Aviation Authority);
 - 12.1.5 illness of the captain and/or the cockpit crew provided by ZEUSCH for the operation of the Aircraft
 - 12.1.6 strikes, industrial disputes, riots, demonstrations, embargoes, war or threat of war;
 - 12.1.7 statutory restrictions, circumstances that may be detrimental to the health and/or safety of passengers, livestock and/or cargo.
- 12.2 In addition to the above, the Client acknowledges that if the Aircraft is forced to divert to an airport in the vicinity of the destination, for example due to airport closure for whatever reason, and it cannot be reasonably expected that the Flight can continue to the original destination airport, the Flight shall be considered to be duly completed in accordance with the Flight Schedule. Notwithstanding the former, ZEUSCH will, within reasonable limits (to the sole judgment of ZEUSCH), make all possible efforts to transport the passengers by other means of transport (e.g. car) to the destination.
- 12.3 If, as a consequence of force majeure in certain areas, ZEUSCH is forced to deviate from the planned Flight Schedule or is in any

other way hampered in the execution of the Flight Schedule, and a certain flight can only be performed at extra cost or effort (such as rerouting, additional landings or overnight stops), the parties will consult each other immediately about the new situation.

13 INCIDENTS & MEDIA

- 13.1 If the Aircraft were to suffer significant damage or would otherwise become involved in an incident involving death or injury to any person, or upon the occurrence of any other event which might generate media interest or give cause for governmental investigation, the Client shall not, without consent of ZEUSCH, make any statement to any person other than as obligated by the relevant governmental authorities.

14 ASSIGNMENT

- 14.1 The Client may not assign or transfer or purport to assign or transfer any rights or obligations under the Agreement to another party without the express written approval of ZEUSCH.

15 NO THIRD-PARTY BENEFICIARIES

- 15.1 Except for sub-contractors of ZEUSCH who shall have the benefit of the Agreement, nothing in the Agreement shall confer upon any third party any right, benefit or remedy of any nature under the Agreement.

16 APPLICABLE LAW AND JURISDICTION

- 16.1 The Agreement, every Quote and any other agreements or other legal relationships resulting there from or in connection therewith shall be subject to - and construed in accordance with - the laws of the Netherlands.
- 16.2 All disputes arising from or in connection with the Agreement (including any question regarding its existence, validity or termination), any Quote, or other agreements or other legal relationships resulting there from or in connection therewith, shall be submitted to the court in Noord-Holland (Amsterdam).

ANNEX 1 - GENERAL CONDITIONS OF CARRIAGE

1 DEFINITIONS

1.1 As used in these General Conditions of Carriage:

“We”, “us”, “ours” “ZEUSCH”: Zeusch Aviation B.V.

“You”, “your”, “passenger”: any person, carried or to be carried in an Aircraft with our consent.

2 APPLICABILITY

2.1 The General Conditions of Carriage are part of the Agreement between ZEUSCH and the Client and exclusively apply to ZEUSCH (or any substitute carrier) in relation to the carriage by air of passengers and/or their luggage. With regards to a topic that is not expressly addressed in these General Conditions of Carriage, the terms of the Agreement shall be applicable.

2.2 Carriage to be performed hereunder by several successive carriers shall be regarded as a single operation.

3 TRAVEL DOCUMENTATION

3.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

3.2 ZEUSCH shall not be liable for the consequences resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

3.3 You shall comply with statutory travel requirements, present exit, entry and other required documents and arrive at airport at the time fixed by ZEUSCH or, if no time is fixed, early enough to complete departure procedures.

4 REFUSAL OF CARRIAGE

4.1 In the reasonable exercise of our discretion, ZEUSCH may refuse to carry you or your luggage. ZEUSCH may, in any case, refuse to carry you or your luggage if one or more of the following events has occurred or if ZEUSCH may reasonably believe such event(s) will occur:

4.1.1 by refusing to carry your or your luggage, ZEUSCH is complying with any applicable laws, regulations, or orders;

4.1.2 the carriage of you or your luggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

4.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

4.1.4 you have committed misconduct on a previous flight, and ZEUSCH has reason to believe that such conduct may be repeated;

4.1.5 you have refused to submit to a security check;

4.1.6 you do not appear to have valid travel documents;

4.1.7 you fail to observe ZEUSCH’s instructions with respect to safety or security;

4.1.8 you have committed one of the acts or omissions referred to above on a previous Flight carried out by ZEUSCH or any substitute of ZEUSCH.

5 DANGEROUS GOODS

5.1 It is not permitted to bring articles on board the Aircraft as luggage or otherwise (i) which cannot be transported in accordance with the applicable statutory or IATA/ICAO rules and regulations, (ii) which in the opinion of ZEUSCH are dangerous, malodorous or offensive, (iii) the transportation of which is prohibited by any state or country over which the Flight is planned to be executed, (iv) which may jeopardize the safety of the Flight; or (v) which are not suitable for air transportation.

6 ELECTRONIC EQUIPMENT

6.1 For safety reasons, ZEUSCH may forbid or limit operation aboard the Aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

7 SEARCH AND SECURITY CHECK

7.1 For reasons of safety and security ZEUSCH may request that you permit a search, x-ray or other type of scan be made of your person and luggage. If you are not available, your luggage may be searched in your absence. If

you are unwilling to comply with such request, ZEUSCH may refuse to carry you and your luggage.

8 CONDUCT ONBOARD

- 8.1 If in ZEUSCH's opinion you conduct yourself aboard the Aircraft so as to endanger the Aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, ZEUSCH may take measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the Aircraft.

9 LIABILITY / RISK ALLOCATION

- 9.1 Subject to Clause 9.4, ZEUSCH is not liable for any loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss, whether it is foreseeable, known, foreseen or otherwise, of any passenger, in particular not for any damage as a result from the exercise by ZEUSCH of its rights under Clause 4, Clause 5, Clause 6, Clause 7, Clause 8 or Clause 10.
- 9.2 All claims for compensation by the Client or the passenger end if an action is not brought within three (3) months of the date of arrival at destination, or the date on which the Aircraft was scheduled to arrive, or the date on which carriage stopped.
- 9.3 In deviation of the foregoing, all claims for compensation by the Client or the passenger end if ZEUSCH is not notified in writing:
- 9.3.1 regarding a claim or action regarding damage to checked luggage: as soon as you discover the damage or, at the latest within fourteen (14) days of receipt of the luggage;
- 9.3.2 regarding a claim or action regarding delay of checked luggage: within twenty-one (21) days from the date the luggage has been placed at your disposal.
- 9.4 Nothing in these General Conditions of Carriage shall operate to exclude or limit a party's liability for damage or loss resulting from or caused by an act or omission of said

party or its senior management, in the event that such act or omission qualifies as (i) willful misrepresentation or fraud (*bedrog*); or (ii) willful misconduct (*grove schuld*); or (iii) malicious intent (*opzet*); (iv) gross negligence (*grove nalatigheid*); or (v) willful recklessness (*bewuste roekeloosheid*).

10 PERSONAL DATA

- 10.1 You recognize that ZEUSCH will receive personal data for the purposes of our providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. Therefore, you authorize ZEUSCH to retain and use such personal data for the purpose of providing services under the General Conditions of Carriage, and to transmit such data to ZEUSCH's own offices, authorized agents, governmental agencies or other carriers.

11 FINES / PENALTIES

- 11.1 If ZEUSCH is required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with these General Conditions of Carriage, laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse ZEUSCH, on first demand, any amount paid, or expenditure incurred in that regard. ZEUSCH may set-off or deduct any such amounts from any unused carriage or any of your funds in our possession.

12 APPLICABLE LAW AND JURISDICTION

- 12.1 These General Conditions of Carriage and any agreements or other legal relationships resulting there from or in connection therewith shall be subject to - and construed in accordance with - the laws of the Netherlands.
- 12.2 The courts of Haarlem shall have exclusive jurisdiction to deal with any disputes arising from or in connection with these General Conditions of Carriage (including any question regarding its existence, validity or termination) or any agreements or other legal relationships resulting there from or in connection therewith.