

These "General Conditions of Carriage" apply, except as otherwise agreed in writing or as provided herein, to all air transport services performed for and contracted by the "Charterer" under an accepted flight confirmation ("Flight Confirmation") and/or air charter agreement ("Air Charter Agreement"), and further commonly called "Agreement", concluded between such Charterer and the air carrier providing air transport services (the "Air Carrier" or "Carrier"), the latter being either:

- (i) ASL N.V., a company incorporated in and under the laws of Belgium, registered under number (CBE/VAT) BE0461.940.625, having registered office at B-3500 Hasselt (Belgium), Voogdijstraat 29; or,
- (ii) JETNETHERLANDS B.V., a company incorporated in and under the laws of the Netherlands, registered under number (VAT) NL8095.87.907.B01, having registered office at NL-3045AP Rotterdam (the Netherlands), Rotterdam Airportplein 54; or,
- (iii) AIR CHARTERS EUROPE N.V., a company incorporated in and under the laws of Belgium, registered under number BE0687735047, having registered office at B-3500 Hasselt (Belgium), Voogdijstraat 29, and whose Aircraft object of the Agreement is operated by JETNETHERLANDS B.V. as specified sub (ii) above.

Wherever the term "Charterer" is mentioned, this term will include the passengers boarding the aircraft contracted under the Agreement, which passengers will also be bound by these General Conditions of Carriage.

## **1. Aircraft Charter - Supply of Air Transport Services**

Subject to the terms of the Agreement and these General Conditions of Carriage, Carrier undertakes to provide the Charterer air transport services, and the Charterer herewith agrees to take air transport services from the Carrier with the entire capacity of the (type of) aircraft as specified in the Agreement (the "Aircraft") for the performance of the air routing(s) as per the schedule and the specific conditions as specified therein.

## **2. Carrier's Licensing - Operational Control**

**2.1. Commercial Air Transport Licensing** - The Aircraft object of the Agreement will be operated by the Carrier, duly licensed for and under the applicable rulemaking for the conduct of commercial air transport operations, more specifically the EASA Part-CAT rulemaking in conformity with Regulation (EU) N° 965/2012 and its amendments and the national applicable legislation as issued by the authorities under which competency the Aircraft is operated and the licensing is issued, whichever is applicable. As such, the Carrier shall ensure that the Aircraft is, for the conduct of the flights considered under the Agreement, operated (i) in accordance with Carrier's EASA Part-CAT air operator certificate (AOC), and, as a linked condition thereto (ii) under Carrier's operating licence issued in accordance with Regulation (EC) N° 1008/2008, as amended, and (iii) with an EASA certificate of airworthiness with valid airworthiness review certificate issued by the Continuing Airworthiness Management Organisation of the Carrier in conformity with Regulation (EC) N° 2042/2003, as amended.

**2.2. Charterer's Subordination** - The Charterer undertakes to subordinate to Carrier's licensing conditions and requirements that apply, and not to jeopardize or to prejudice anyhow the position of the Carrier under the conditions and requirements of its licensing for commercial air transport operations under EASA Part-CAT.

- 2.3. Operational Control** - The Charterer agrees that the Carrier has full operational control and responsibility over the Aircraft and the flights to be conducted with the Aircraft under the Agreement. As such, and in respect of the safe and secure operation of the Aircraft, the Carrier, 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 passengers, space and (cargo) 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. Aircraft Unavailability or Unserviceability - Subcontracting by Carrier**

- 3.1. Aircraft Unavailability or Unserviceability** - In the event of unavailability or unserviceability of the Aircraft immediately prior or during the flight schedule of the Agreement, for whatever cause beyond the reasonable control of the Carrier, and by which the Carrier can't properly perform the contracted air transport services under the agreed flight schedule under the Agreement, the Carrier 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 under the Agreement. In case no substitute aircraft can be sourced, the Carrier shall have the right to cancel one or more flight(s) contemplated under the flight schedule of the Agreement in accordance with Section 7.1. herewith.

- 3.2. Carrier's Subcontracting applicable Terms and Conditions** - In the event the Carrier is subcontracting an aircraft in accordance with Section 3.1, not operated by the Carrier but by a third party licensed operator, the Carrier commits to the Charterer that the subcontracted Aircraft complies with the EASA Part-CAT licencing requirements as set out under Section 2.1. (or equivalent rulemaking if the Aircraft does not report under the EASA rulemaking), and the Charterer agrees that the Carrier acts as an indirect air carrier and not as a broker or agent, and that the general terms and conditions of carriage of the subcontracted actual carrier will apply and prevail to these General Conditions of Carriage, which herewith allow the subcontracted actual carrier to enforce its general terms and conditions of carriage by which the Charterer (and its passengers) will be bound.

**4. Own Use Only and Unused Capacity**

- 4.1. Own Use** - Except in the event the Charterer is an air charter broker, acting on behalf of its client but under its own name and liability, the Charterer undertakes to use the Aircraft in respect of the air transport services for the own use of Charterer's passengers and their baggage only; the Charterer is not entitled to subcontract by reselling or subcontracting neither any part nor the entire capacity of the Aircraft. In the event the Charterer is an air charter broker, the Charterer is only entitled to subcontract the air transport services object of the Agreement to a single end user for the entire capacity of the Aircraft, without entitlement to sell individual seats on the Aircraft.
- 4.2. Unused Capacity** - The Carrier shall be entitled, at its own discretion, and without compensation but with no surcharge to the Charterer, to use any unused capacity of a flight, and any part of the flight schedule, unused by the Charterer.

**5. Flight Times and Flight Schedule Changes**

- 5.1. Flight Times** - The flight times calculated and shown in the flight schedule are approximate and not guaranteed by Carrier.

**5.2. Flight Schedule Changes** - The Charterer may ask Carrier to make reasonable alterations, deviations or timing changes to a confirmed flight schedule, in which case Carrier reserves the right to charge any and all costs related thereto, such as but not limited to costs for additional flight preparation, airport related costs, additional flight time, etc. resulting from the schedule change. In the event the Carrier would ask the Charterer for any alteration, deviation or timing change to a confirmed flight schedule, any related cost thereto would be borne by the Carrier.

## **6. Denied Boarding, Deviation, Delay and Cancellation**

**6.1. Denied Boarding, Deviation, Delay and Cancellation** - Except where and unless when Regulation (EC) N° 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights would apply, Carrier shall not be liable for denied boarding, deviation, delay or cancellation of one or more of the flights contracted under the Agreement if such denied boarding, deviation, delay or cancellation is caused by force majeure or any reason beyond the reasonable control of the Carrier, such as but not limited to labour or civil disturbances, strikes, war, pandemic, acts of god, airport closure, air traffic control, weather conditions, natural disasters, incidents with the Aircraft or ground equipment, crew duty time limitations for crew duties beyond the accepted flight schedule, actions of other aircraft operators, security clearance, handling companies and their agents, personal belongings left onboard by the passengers, local, national or international public health requirements or other national or international mandatory regulations, hindrances caused by authorities or third parties, etc. In contrary, where the Charterer or anyone acting on Charterer's behalf, including Charterer's passengers, would cause a denied boarding, deviation, delay or cancellation, Carrier will be entitled to claim indemnification for the damage suffered by the Carrier.

**6.2. Cancellation by the Carrier** - In the event of cancellation by the Carrier in accordance with Section 6.1., the Carrier will repay the Charterer the charter price or part thereof for the flight schedule not (to be) performed; Charterer will anyhow be committed to pay the (pro rata) charter price for (the part of) the flight schedule which has been or will be performed.

**6.3. Cancellation by the Charterer** - Subject to the provisions of Section 7, in the event of cancellation by the Charterer for any other reason than a reason considered under Section 6.1., the Charterer will be committed to pay the Carrier a cancellation fee as specified in the Agreement.

## **7. Termination**

**7.1. Non-Default Termination** - Except where and unless Regulation (EC) N° 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights would apply, it is understood that in the event Charterer or Carrier unilaterally terminates the Agreement or cancels the performance of one or more of the flights considered under the Agreement for other reason than default of the other party, the terminating party will pay the other party an indemnification equal to the applicable cancellation fee as specified in the Agreement, or, if more stringent cancellation terms may be imposed by the indirect air carrier as may be subcontracted as actual carrier, the cancellation terms applicable with the subcontracted actual carrier will apply to the Charterer. Such cancellation fee will be function of time of exercising the written cancellation notification.

**7.2. Charterer Default Termination** - In the event of any breach by the Charterer of any provision of the Agreement, Carrier has the right to cancel the Agreement, and, in the event that one or more of the contracted flights has/have commenced, to terminate such flight all without liability of any kind to Carrier 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 Carrier to collect damages from the Charterer.

- 7.3. Carrier Default Termination** - Except where and unless Regulation (EC) N° 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights would apply, it is understood that in the event of any breach by the Carrier of any provision of the Agreement, Charterer shall have the right to cancel the Agreement, and, in the event that one or more of the contracted flights has commenced, to terminate such flight, however without any further liability of any kind to Carrier except to return to the Charterer the amounts equal to the flights as contracted but not performed, and the Agreement will end.
- 7.4. Written Notice** - Any termination or cancellation congruent to this Section 7 will be notified in writing to the other party, by e-mail or equivalent digital communication providing tracking evidence.

## **8. Specific Air Transportation Requirements**

- 8.1. Flight Schedule** - The Charterer undertakes to provide Carrier with the flight schedule with sufficient prior notice enabling Carrier to timely process the applications for the required 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 under the Agreement (such as but not limited to traffic rights, airport and airway slots, apron parking availability etc.). Carrier covenants that it will timely apply for such authorizations or permits. However, Carrier will not be liable for any refusal, untimely granting or cancellation of such authorization or permit, provided that Carrier was in the position to and effectively has processed the applications within the published time frames.
- 8.2. Passenger Information** - Charterer is committed to timely provide the Carrier full passenger details at least 48 hours - or earlier if the applicable rulemaking requires so - in advance in respect of Carrier's Advance Passenger Information obligations. Any non-timely provision thereof may result in delay of the flight(s) considered under the flight Schedule, loss of airport slot(s), and applicable governmental penalties, which will be borne by the Charter.
- 8.3. Documents** - Carrier will issue the air travel documents in accordance with the requirements, practices and procedures of Carrier. The Charterer and its passengers will be bound by the terms and conditions of the issued documents. The Charterer undertakes to co-operate 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 country under which rules the Carrier is operating and in the countries overflown, and where the Aircraft departs or lands.
- 8.4. Baggage** - Subject as otherwise provided in the Agreement, the baggage size and weight of the hold baggage and hand baggage is limited by the space and the maximum weight capacity of the baggage compartments of the Aircraft. The Charterer guarantees that any baggage to be transported does not contain items which could endanger the Aircraft or persons and that their transport is not prohibited by the laws, regulations or other applicable provisions.
- 8.5. Animals** - No animals or pets shall be transported on the flights considered under the Agreement, unless prior written approval by the Carrier, which approval will be subject to (i) assumption of the full responsibility for the safety, health, and conduct of the animals and pets by the Charterer (and its passenger(s) concerned, and (ii) compliance - at the charge and expense of the Charterer - with all governmental requirements, regulations or restrictions, including entry/exit permits and required health certificates of the respective countries, states, or territories or any other document, permit or certificate as may be required.

- 8.6. Security Prohibited Goods** - In accordance with Implementing Regulation (EU) 2015/1998, as may be further repealed, amended or replaced, the passengers shall, for reasons of security, not be permitted to carry into security restricted areas or on board of the Aircraft, or to carry in their hold baggage the articles or substances listed in Annex 2 to these General Conditions of Carriage. The Carrier will notify the Charterer (including all its passengers) by separate notice under Annex 2 to these General Conditions of Carriage with a pragmatic version of those security prohibited goods, which are also available for consultation on the website of the Carrier ([www.aslgroup.eu](http://www.aslgroup.eu)), and which will be forwarded by the Carrier to the Charterer by e-mail together with the Agreement and these General Conditions of Carriage. The Charterer will comply with and cause all passengers and owners of goods or cargo carried to observe and comply.
- 8.7. Dangerous Goods** - In accordance with Regulation (EU) N° 965/2012 and as may be further repealed, amended or replaced, Dangerous Goods, meaning articles or substances which are capable of posing a risk to flight safety, health, property or the environment, and which are shown in the list of dangerous goods in the latest effective edition of the 'Technical Instructions for the Safe Transport of Dangerous Goods by Air' to Annex 18 of the Chicago Convention, including the supplement and any addenda (ICAO Doc 9284-AN/905), as approved and published by ICAO ("ICAO Dangerous Goods Technical Instructions"), or which are classified according thereto, are forbidden for carriage by passengers (or crew) whether in checked hold or carry-on baggage, or on their person, except as permitted. The Carrier will notify the Charterer (including all its passengers) by separate notice under Annex 2 to these General Conditions of Carriage by means of the IATA Dangerous Goods Regulations, which is a pragmatic version of the ICAO Technical Instructions. The IATA Dangerous Goods Regulations are also available for consultation on the website of the Carrier ([www.aslgroup.eu](http://www.aslgroup.eu)), and will be forwarded by the Carrier to the Charterer by e-mail together with the Agreement and these General Conditions of Carriage. The Charterer will comply with and cause all passengers and owners of goods or cargo carried to observe and comply with the IATA Dangerous Goods Regulations.
- 8.8. Other Regulations** - The Charterer will comply with and cause all passengers and owners of goods or cargo carried to observe and comply with customs, police, public health and other regulations which are applicable in the country under which rules the Carrier is operating and in the countries overflown and where the Aircraft departs or lands.
- 8.9. Non-Smoking Flights** - Except as otherwise specified in the Agreement, all flights considered under the flight schedule are non-smoking flights.
- 8.10. Passenger Behaviour** - If, in Carrier's reasonable opinion, the Charterer and/or its passengers conduct aboard the Aircraft so as to endanger the Aircraft, the safety and/or security of the Aircraft, and/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, the Carrier may take such measures as Carrier deems reasonably necessary to prevent continuation of such conduct. Charterer's passenger(s) may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the Aircraft. Accordingly, the Carrier is entitled to divert the Aircraft to an unscheduled location of destination for the purpose of disembarkation of Charterer's passenger(s), and the Charterer will be liable for all costs and expenses related to such diversion and/or disembarkation.

## **9. Charter Price - Payment Terms**

- 9.1. Charter Price Exclusions** - The charter price as specified in the Agreement includes all direct and indirect operating costs for the conduct of the air transport service(s) with the Aircraft on the routing(s) on the date(s) and time(s) specified here above, but excludes, if required or requested and unless otherwise specified in the Agreement: (a) the costs for transporting passengers from and to any airport, if applicable, (b) the costs for any visa and customs checks, customs fees and other duties to be paid other than the fees provided above in connection with the passenger and the luggage, (c) royalty fees, (d) de-icing of the Aircraft and/or overnight hangarage when required due to weather circumstances, (e) particular inflight catering or other inflight services requests, as it may be demanded by the passengers from time to time, (f) any additional charge reasonably related to a change of air traffic control slots, (g) any and all other expenses and charges resulting from any alteration of the flight schedule as demanded by the Charterer and/or its passenger, as applicable, (h) exceptional cleaning costs, (i) special insurance coverage, (j) special ground handling assistance, (k) satellite phone communications, (l) special overflight/landing permissions, (m) ecological taxes, allowances or emission rights, including but not limited to EU ETS, UK ETS, Swiss ETS or CORSIA, (n) any and all increases in the costs and expenses included in the charter price, due to circumstances beyond the reasonable control of the Carrier - such as but not limited to an increase of the fuel price as further specified in Section 9.2 - and it being understood that each such increase shall be reasonably timely notified with substantial evidence by the Carrier to the Charterer.
- 9.2. Fuel Price Adjustment** - In the event that the actual price for JET A-1 fuel (FOB Barges Rotterdam) as published by S&P Global Platts on date of Agreement and the same on date of the first flight under the Agreement, has increased with more than 5% (five percent), the Carrier will be entitled to charge the Charterer a fuel surcharge on the charter pricing calculated as the part of the charter price constituting the fuel price, multiplied by the ratio of referenced fuel price on date of the first flight under the Agreement, divided by referenced fuel price on date of the Agreement.
- 9.3. EU VAT Exemption** - Provided the flight(s) are international passenger flight(s), the charter price will be exempt of EU VAT in accordance with the national rulemaking of the invoicing Carrier.
- 9.4. Payment Terms** - The charter price and any additional costs as may be stipulated in the Agreement shall be invoiced to the Charterer upon signature of the Agreement, and will be unconditionally paid into the account of Carrier as specified in the Agreement, and in any case at latest prior to performance of the first flight of the flight schedule. Any unforeseen charges or expenses will be invoiced after performance of the flight schedule, and payable by the Charterer upon receipt of such invoice. Notwithstanding the right of termination of the Agreement and the right to claim indemnification in case of default termination for late payment, late payment shall constitute payment of interests by the Charterer at the rate of 5% per month on the due amount.

## **10. Liabilities**

- 10.1. Indemnification** - The Charterer shall indemnify and hold the Carrier, its officers, employees, agents and contractors free and harmless for any costs, expenses, claims, damages or liability of any sort that may fall upon Carrier by reason of failure by the Charterer to comply with the Agreement (including these General Conditions of Carriage), or with any regulation or condition in force during the performance of the flight schedule.
- 10.2. Aircraft Damage by Charterer** - The Charterer shall be held liable for any direct material damage to the Aircraft interior or exterior arising during or in the context of the performance of the flight schedule under the Agreement, and which damage is reasonably assumed or understood to be caused by the Charterer and/or its passenger(s).

- 10.3. Limitation of Liability** - The Charterer herewith accepts and will cause all passengers boarding the Aircraft, that following stipulation as part of these General Conditions of Carriage as being compliant with referenced regulations for the limitation of Carrier's legal liability, stating that the Carrier shall never be subject to any other or higher liability than the liability provided in Regulation (EU) N° 2027/1997, as amended by Regulation (EU) N° 889/2002, or if not applicable, as provided in the Convention of Montreal of May 28, 1999, or the Warsaw Convention of October 12, 1929, or that Convention as amended at The Hague on September 28, 1955, or, in case of substitution by another operator, the Convention of Guadalajara of September 18, 1961, whichever is applicable, even when the carriage is not an international carriage as defined by those conventions, and even if the limitation of liability is not notified by means of a travel document issued, if any. If carriage is performed by means of substitution by a Non-European Union Carrier for flight(s) departing or arriving within the European Union, the Charterer shall inform the passengers in writing on the non-applicability of Regulation (EU) N° 2027/97 as amended by Regulation (EU) N° 889/2002.
- 10.4. Liability for Denied Boarding, Delay or Cancellation** - Regulation (EC) N° 261/2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) N° 295/91, will only apply under the strict scope of applicability of the Regulation.
- 10.5. Liability as Indirect Carrier** - It is expressly understood and agreed that Carrier, when acting as indirect air carrier in accordance with Section 3.1. herewith, will have no other or higher liability than the liability as referred to in former paragraphs under this Section, and that any such claimed liability will be by law transferred by means of recourse to the Carrier under its liability in accordance with the applicable laws.
- 10.6. Carrier Liability Notice to Passengers** - The Carrier will notify the Charterer (including all its passengers) by separate notice under Annex 1 to these General Conditions of Carriage with a non-exhaustive summary of the liability applicable to the Carrier. Referenced Annex 1 will also be available for consultation on the website of the Carrier ([www.aslgroup.eu](http://www.aslgroup.eu)), and will be forwarded by the Carrier to the Charterer by e-mail together with the Agreement and these General Conditions of Carriage. The Charterer will circumvent and communicate the same to all passengers of the flight(s) to be performed under the Agreement.
- 11. Insurance Coverage**
- 11.1. Liability Insurance** - The Carrier shall be insured for legal liability for a combined single limit in accordance with requirements of Regulation (EU) N° 785/2004 as regards its aviation specific liability in respect of (i) passengers, baggage, cargo and (ii) third parties. The insured risks shall include acts of war, terrorism, hijacking, acts of sabotage. The insurance cover shall exist for each and every flight, regardless of whether the aircraft operated is at their disposal through ownership or any form of lease agreement, or through joint or franchise operations, code-sharing or any other agreement of the same nature. In the event Charterer and/or its passengers would require to be named as additional insureds under the policy for liability, an additional premium, payable by the Charterer, might apply.
- 11.2. Hull and Hull War Insurance** - The Carrier shall effect and maintain adequate hull insurance and hull war insurance in respect of the Aircraft and the operation thereof under the Agreement against all risks including war risks and hijacking and associated perils, and this for an agreed value of the Aircraft. The war risk insurance geographical coverage will be compliant to LSW617H, unless otherwise specified.
- 11.3. Local Insurance Compliance** - The Carrier shall comply with all legal requirements as to the insurance of the Aircraft which may from time to time be imposed by the laws of the country of registration of the Aircraft and/or of any local, regional, federal, national or international authority from, or over or to where the Aircraft shall be flown and insofar as they affect or concern the operation of the Aircraft.

**11.4. Insurance Coverage Evidence** - The Carrier will furnish the Charterer, upon written request by Charterer, with certificates containing details of the insurance coverage in place under the relevant policies.

**12. General Data Protection**

Carrier and Charterer commit to comply with the requirements of the current legal framework in relation to data processing, and more in particular with Regulation (EU) N° 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**13. COVID-19 Compliance and Liability**

**13.1. Carrier's Obligations** - The Carrier is committed to operate the Aircraft in compliance with the EASA COVID-19 Aviation Health Safety Protocol - Guidance for the management of airline passengers in relation to the COVID-19 pandemic, as amended and/or updated from time to time, and all applicable local, national and international requirements, measures and procedures imposed to the Carrier on time of the performance of the flight(s) in order to prevent the further spread or revival of the COVID-19 virus.

**13.2. Charterer's Information Obligation** - In accordance with Section 8.9. and 10.3 of these General Conditions of Carriage, the Charterer will comply with and cause all passengers to (i) observe and comply with the COVID-19 public health requirements, measures and procedures which are applicable, especially those of the country under which rules the Carrier is operating the Aircraft and in the countries where the Aircraft departs and lands, and the countries which the Aircraft overflies, and (ii) to be informed on the limitations of Carrier's liability in that respect congruent to Section 13.4 of these General Conditions of Carriage.

**13.3. Charterer's and Charterer's Passengers Compliance Obligation** - The Charterer and Charterer's passengers accept to be bound by and to comply with the local, regional, national and international requirements, measures and procedures that might be imposed in regards to COVID-19 health safety. Charterer and Charterer's passengers acknowledge to be supposed to know the applicable requirements, measures and procedures in that respect; the information provided by the Carrier is neither exhaustive nor Carrier's liability. Charterer and Charterer's (unruly) passengers will be liable for any damage caused to the Carrier, any passenger or crew member of the Aircraft, or any third party by reason of non-compliance with the COVID-19 health safety requirements, measures and procedures.

**13.4. Carrier's Limitation of Liability** - The Carrier can't be hold liable and will be set free and harmless by the Charterer and Charterer's passengers and such passenger's heirs for any potential infection and/or related damage caused by the COVID-19 virus occurred or caused in relation to the performance of the flight(s) considered under the Agreement, provided Carrier's compliance with the applicable COVID-19 health safety requirements, measures and procedures, and in absence whereof Carrier's liability is anyhow limited as set out in Section 10.3 of these General Conditions of Carriage, it being understood that any liability occurrence in that respect will qualify as liability resulting from an "accident" in accordance with the applicable regulations as referred to in Section 10.3.



## **14. Prohibited Business Practices**

**14.1. Charterer's Representations** - The Charterer represents, warrants, undertakes and acknowledges in respect of itself and in respect of its passengers, that: (a) any funds or monies paid to the Carrier by the Charterer (and/or its passengers) shall not have been derived as proceeds of money laundering, terrorist financing and/or of any other illegal or criminal act or activity; (b) it is not a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation that would prohibit Carrier from engaging in a transaction with that individual or entity under applicable law, or the subject or target of any economic or trade sanction law or regulation or travel ban; (c) no employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Charterer is subject or target of any economic or trade sanction law or regulation or travel ban; and (d) baggage and cargo of the Charterer (and/or its passengers) shall not violate any applicable export control laws.

**14.2. Carrier's Rights and Obligations** - The Carrier may be legally bound to file reports to any competent authority concerning any breach by the Charterer (and/or its passengers), of any applicable economic or trade sanction laws or regulations. The Carrier may be required by applicable economic or trade sanction laws or regulations to block or freeze funds received from the Charterer (and/or its passengers), and which are within Carrier's possession or control, without any liability to the Charterer (and/or its passengers). The Carrier may furthermore, without any liability, deal with and remit such funds in such manner as prescribed by the applicable economic or trade sanction laws or regulations or as prescribed to the Carrier by the relevant authorities. The Charterer (and/or its passengers) will not engage in or facilitate any activity that could lead the Carrier to breach any law, economic or trade sanction law or regulation or travel ban, and it being understood that the Carrier may refuse carriage to any person or refuse to operate any flight if, in the sole and absolute judgement of the Carrier, such carriage or the operation of such flight would result in violation (in any jurisdiction) of any enforcement order, warrant, law or regulation or economic or trade sanction law or travel ban, and/or refuse carriage to any person if, in the sole and absolute judgement of the Carrier, such person has been convicted or adjudicated of a criminal offence in any jurisdiction related to drug possession or trafficking, human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety; and/or which, in the sole and absolute judgment of the Carrier, may bring the Carrier into disreputation or prejudicial to its interests.

**14.3. Due Diligence** - Charterer herewith consents and gives permission to the Carrier to carry out due diligence or other screening activities (including background checks) on Charterer and each of its passengers. Charterer shall promptly provide the Carrier any and all information and documentation reasonably requested at any time in order for the Carrier to be able to perform its due diligence, screening, and assessment processes and procedures to ensure that no passenger intended to be carried and no flight intended to be operated under the Agreement violates any provision of these General Conditions of Carriage or any law or regulation or economic or trade sanction law or travel ban; and, if so required by Carrier, the Charterer shall certify to the Carrier in writing compliance with this Section 14, and shall promptly provide such supporting evidence of compliance as the Carrier may reasonably request.

## **15. Miscellaneous**

**15.1. Non-Entirety** - These General Conditions of Carriage, which constitute together with the Annexes an integral part of the Agreement, do not include the non-generic terms and conditions which are specified in the Agreement, such as but not limited to inclusions and exclusions to the contracted charter price, cancellation terms and conditions, additional costs and expenses borne to the Charterer in the event of substitution, deviations, delays, etc. The Charterer agrees that such specific terms and conditions will, in case of conflict, at any time prevail to the generic General Terms and Conditions as set out herewith.

**15.2. Governing Law** - These General Conditions of Carriage, its Annexes and the Agreement are governed by the laws of Belgium (together with Community and other international legislation as may be applicable).

**15.3. Jurisdiction** - All disputes arising out of or in connection with the present General Conditions of Carriage, its Annexes and the Agreement shall be amicably resolved, failing which either party may submit the matter in issue to be finally settled by the competent courts of Hasselt, Belgium.

Annex 1: Carrier Liability Notice to Passengers

Annex 2: Dangerous Goods Notice to Passengers  
Security Prohibited Goods Notice to Passengers