

Unless otherwise expressly agreed in writing as non-generic but specific condition(s), following "General Conditions of Carriage" apply to all air carriage performed for and contracted by the "Charterer" as wet lease charterer under any and all (individual) air charter agreement ("Air Charter Agreement") concluded between such Charterer and the "Operator", the latter being either (i) AIR SERVICE LIEGE - ASL N.V., a company incorporated in and under the laws of Belgium, registered under number 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 (tax) number NL8095.87.907.B01, having registered office at NL-3045AP Rotterdam (the Netherlands), Rotterdam Airportplein 54:

## 1. Aircraft Charter

Subject to the terms of the Air Charter Agreement and these General Conditions of Carriage, Operator undertakes to charter out to the Charterer on a wet lease basis, and the Charterer herewith agrees to take on charter on a wet lease basis from the Operator, the Aircraft as specified in the Air Charter Agreement for the performance of the air routing(s) as per the schedule and the specific conditions as specified therein.

## 2. Operator's Licensing - Operational Control

- 2.1. Commercial Air Transport Licensing** - The Aircraft object of the Air Charter Agreement will be operated by the Operator, 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, laying down technical requirements and administrative procedures applicable to commercial air transportation operations by aeroplane, 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 Operator shall ensure that the Aircraft is, for the conduct of the flights considered under the Air Charter Agreement, operated (i) in accordance with Operator's EASA Part-CAT air operator certificate (AOC), and, as a linked condition thereto (ii) under Operator'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 Operator in conformity with Regulation (EC) N° 2042/2003, as amended.
- 2.2. Charterer's Subordination** - The Charterer undertakes to subordinate to Operator's licensing conditions and requirements that apply, and not to jeopardize or to prejudice anyhow the position of the Operator under the conditions and requirements of its licensing for commercial air transport operations.
- 2.3. Operational Control** - The Charterer agrees that the Operator has full operational control and responsibility over the Aircraft and the flights to be conducted with the Aircraft under the Air Charter Agreement. As such, and in respect of the safe and secure operation of the Aircraft, the Operator, 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. Subcontracting by Operator

- 3.1. Subcontracting as Indirect Air Carrier** - The Operator is entitled to subcontract the Aircraft object of the Air Charter Agreement by default to a third party licensed operator, in which event the Operator is acting as indirect air carrier and not as an agent or broker.
- 3.2. Subcontracting for Aircraft Unavailability or Unserviceability** - The Operator is entitled to subcontract the Aircraft object of the Air Charter Agreement for reasons of unavailability or unserviceability. In the event of unavailability due to unserviceability for whatever reason, including technical problems with the Aircraft, the Operator shall have the right to cancel the flight(s) contemplated under the flight schedule of the Air Charter Agreement. Operator 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 can not be offered under the terms and conditions of the Air Charter Agreement, Operator 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.
- 3.3. Operator's Subcontracting applicable Terms and Conditions** - In the event the Operator is subcontracting an Aircraft under the Air Charter Agreement, not operated by the Operator but by a third party licensed operator, the Operator commits to the Charterer that the Aircraft object of the Air Charter Agreement complies with the 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 Operator 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 operator may apply and prevail to these General Conditions of Carriage, and which allow the subcontracted operator as a third party to the Charterer to be enforced as they relate to the Charterer that benefit Charterer in some way, or which these General Conditions of Carriage allow the subcontracted operator to enforce. Wherever the term "Operator" is used through these General Conditions of Carriage, it is understood that this term will include - as may be applicable - the operator as subcontracted by the Operator.

### 4. No Subcontracting by the Charterer - Own Use Only

The Charterer undertakes to charter the Aircraft under the Air Charter 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.

### 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 Operator.
- 5.2. Flight Schedule Changes** - The Charterer may ask Operator to make reasonable alterations, deviations or timing changes to a confirmed flight schedule, in which case Operator 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 Operator 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 Operator.

## 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, Operator shall not be liable for denied boarding, deviation, delay or cancellation of one or more of the flights contracted under the Air Charter Agreement if such denied boarding, deviation, delay or cancellation is caused for a reason beyond the reasonable control of the Operator, 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, failures to or 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, Operator will be entitled to claim indemnification for the damage suffered by the Operator.
- 6.2. Cancellation** - If the event of cancellation in accordance with Section 6.1., Charterer will be committed to pay the charter price for the part of the flight schedule which has been or will be performed, and Operator will repay the Charterer the charter price or part thereof for the flight schedule not (to be) performed.

## 7. Termination

- 7.1. Non-Default Termination** - 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, it is understood that in the event Charterer or Operator unilaterally terminates the Air Charter Agreement or cancels the performance of one or more of the flights considered under the Air Charter 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 Air Charter Agreement, or, if more stringent cancellation terms may be imposed by the subcontracted operator, if any, the cancellation conditions applicable with the subcontracted operator 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 Air Charter Agreement, Operator shall have the right to cancel the Air Charter Agreement, and, in the event that one or more of the contracted flights has commenced, to terminate such flight all without liability of any kind to Operator and, to retain all amounts as have been paid by the Charterer and, to demand all other amounts due under the terms of the Air Charter Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Air Charter Agreement for any of the aforesaid reasons shall affect the right of Operator to collect damages from the Charterer.
- 7.3. Operator Default Termination** - 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, it is understood that in the event of any breach by the Operator of any provision of the Air Charter Agreement, Charterer shall have the right to cancel the Air Charter 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 Operator except to return to the Charterer the amounts equal to the flights as contracted but not performed, and the Air Charter 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. Flight Permits, Schedules, Documents and Dangerous Goods**

**8.1. Flight Permits** - Operator covenants that the Operator will 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, Operator will not be liable for any refusal, untimely granting or cancellation of authorization or permit provided that Operator has processed the applications within the time frames as published in the relevant publications in that respect from time to time.

**8.2. Flight Schedules** - The Charterer undertakes to provide Operator with the flight schedule with sufficient prior notice enabling Operator to process the applications within the time frames as published from time to time.

**8.3. Documents** - Operator will issue documents of Operator in accordance with the requirements, practices and procedures of Operator. The Charterer and its passengers will be bound by the terms and conditions of the issued traffic documents. 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 country under which rules Operator is operating and in the countries overflown and where the Aircraft departs or lands.

**8.4. Dangerous Goods** - Unless otherwise agreed, no dangerous goods as specified under the latest edition of the IATA Dangerous Goods regulations shall be carried on board. Passengers shall, prior to boarding the Aircraft, check their carry-on and checked baggage versus the list of forbidden items as listed under the latest edition of the IATA Dangerous Goods regulations. The Charterer will comply with and cause all passengers and owners of goods or cargo carried to observe and comply with all IATA Dangerous Goods regulations,

**8.5. 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 Operator is operating and in the countries overflown and where the Aircraft departs or lands.

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

**9.1. Charter Price Exclusions** - The charter price as specified in the Air Charter Agreement includes all direct and indirect operating costs for the performance of the routing(s) on the date(s) and time(s) specified here above, but excludes, if required or requested and unless otherwise specified the Air Charter 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, (l) any

and all increases in the costs and expenses included in the charter price, due to circumstances beyond the control of the Operator.

**9.2. Payment Terms** - The charter price and any additional costs as may be stipulated in the Air Charter Agreement shall be invoiced to the Charterer upon signature of the Air Charter Agreement, and will be unconditionally paid into the account of Operator as specified on the Air Charter Agreement, and anyhow at latest in full 3 (three) business days before the start 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 Air Charter 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 annum on the due amount.

## **10. General Liability**

**10.1. Indemnification** - The Charterer shall indemnify and hold free and harmless the Operator and Operator, their officers, employees and agents against any costs, claims, damages or liability of any sort that may fall upon Operator by reason of any failure by the Charterer to comply with the Air Charter Agreement (including these General Conditions of Carriage), or with any regulation or condition in force at the time of commencement of the flight schedule.

**10.2. Aircraft Damage by Charterer** - The Charterer shall be held liable for any damage caused to the Aircraft interior or exterior during or in the context of the performance of the flight schedule, without Charterer's and/or Charterer's passenger's fault being proved.

**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 Operator's legal liability, stating that the Operator 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 Operator 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° 2027/1997 as amended by Regulation (EU) N° 889/2002. The Charterer accepts and agrees that no special declaration of interest in delivery of baggage at destination can be made as provided in referenced Regulation

**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 field of applicability of the Regulation.

**10.5. Liability as Indirect Air Carrier** - It is expressly understood and agreed that Operator, when acting as indirect air carrier in accordance with Section 3.1. of these General Conditions of Carriage, 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 Operator under its liability in accordance with the applicable laws.

## 11. Insurance Coverage

- 11.1. Liability Insurance** - The Operator shall at any time throughout the term of the Air Charter Agreement 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 Operator shall effect and maintain adequate hull insurance and hull war insurance in respect of the Aircraft and the operation thereof under the Air Charter 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 Operator 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 Operator will furnish the Charterer, upon written request, with certificates containing details of the insurance coverage in place under the relevant policies.

## 12. Miscellaneous

- 12.1. Non-Entirety** - These General Conditions of Carriage, which constitute an integral part of the Air Charter Agreement, do not include the non-generic terms and conditions proper to the Operator, and which are specified in the Air Charter Agreement, such as inclusions and exclusions to the contracted charter price, cancellation terms and conditions, additional costs 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.
- 12.2. Governing Law** - These General Conditions of Carriage, which constitute an integral part of the Air Charter Agreement, are governed by the laws of the competent authorities under which the operation of the Aircraft of the Operator considered under the Air Charter Agreement, reports.
- 12.3. Jurisdiction** - All disputes arising out of or in connection with the present General Conditions of Carriage, as integral part of the Air Charter 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.

## 13. COVID-19 Compliance and Liability

- 13.1. Operator's Obligations** - The Operator 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 Operator 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 8.5. 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 Operator 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 Operator'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 Operator is neither exhaustive nor Operator's liability. Charterer and Charterer's (unruly) passengers will be liable for any damage caused to the Operator, 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. Operator's Limitation of Liability** - The Operator 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 Air Charter Agreement, provided Operator's compliance with the applicable COVID-19 health safety requirements, measures and procedures, and in absence whereof Operator'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.