

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) BE0461940625, 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) NL809587907B01, having registered office at NL-3045AP Rotterdam (the Netherlands), Rotterdam Airportplein 54; or,
- (iii) ASL B.V., a company incorporated in and under the laws of the Netherlands, registered under number (VAT) NL863888409B01, having registered office at NL-3045AP Rotterdam (the Netherlands), Rotterdam Airportplein 54; or,
- (iv) 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. or ASL B.V. as respectively specified sub (ii) and (iii) 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 licensing 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 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 Charterer.
- 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), 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. Prohibited 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 (of which a specimen is attached under Annex 2 to these General Conditions of Carriage by means of Table 2.3.A. (Subsection 2.3.)) of the IATA Dangerous Goods Regulations, which is a pragmatic version of the ICAO Technical Instructions. 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. Additional to the table in annex 2 the following restrictions shall apply to the below devices:
- (a) Portable Electronic devices (PED) containing Lithium Batteries (eg. laptops, smartphones, tablets, drones, toys...)**
Not permitted in or as checked in baggage unless they cannot be stowed inside the cabin. In those cases and where the batteries cannot be removed they shall be:
 - i. Completely switched off and effectively protected from accidental activation. To ensure the device is never powered-on during its transport, any application, alarm or pre-set configuration that may activate it shall be disabled or deactivated;
 - ii. Protected from the risk of accidental damage by applying suitable packaging or casing, or by being placed in a rigid bag protected by adequate cushioning (e.g. clothing);
 - iii. Not carried adjacent to flammable or pressurized material (e.g. perfumes, aerosols, etc.);
 - iv. Not exceed the maximum Wh allowed.
 - (b) Spare Lithium batteries including Power Banks**
The use of power banks to power electronic devices and the charging of these batteries and power banks during flight is prohibited.
They are not permitted in or as checked in baggage. Carriage is only permitted when they can be monitored; Carried on the passenger's person, in the seat pocket or in carry-on baggage placed under the seat (depending on the aircraft type). In the case they are in the carry-on baggage they must be protected from short-circuit (e.g. carrying them in their original package, taping their terminals and putting them inside a plastic bag or box) and unintentional activation, stowed as far as possible within the bag from any other battery and/or potentially flammable item (e.g. perfume).
 - (c) e-cigarettes**
Not permitted in or as checked in baggage. They shall be carried on one's person.
Charging of these devices during flight is prohibited.
- 8.8. Dangerous Goods Authorization** – In the event the Carrier and the Aircraft are authorized by the competent civil aviation authority issuing the air operator certificate to transport Dangerous Goods, the Charterer will be entitled to have the Carrier transported the Dangerous Goods as specified in and in compliance with the latest version of the IATA Dangerous Goods Regulations ("DGR"). When Dangerous Goods are to be transported by such authorized Carrier and Aircraft, the special terms and conditions as set forth in Annex 3 of these General Conditions of Carriage will apply. 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.
- 8.9. 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.
- 8.10. Non-Smoking Flights** - Except as otherwise specified in the Agreement, all flights considered under the flight schedule are non-smoking flights.
- 8.11. Passenger Behavior** - 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) any taxes, levies, imposts, duties, offsets or charges of any nature whatsoever, and wheresoever imposed, including (without limitation) stamp or other documentary duties and taxes, including sales, VAT (including but not limited to EU VAT, Swiss or UK VAT – and unless an exemption applies), and any franchise, transfer, sales, use, excise, export/import taxes or duties of any nature whatsoever imposed by any taxing authority;
- (b) the costs for transporting passengers from and to any airport, if applicable;
- (c) 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;
- (d) royalty fees;
- (e) de-icing of the Aircraft and/or overnight hangarage when required due to weather circumstances;
- (f) particular inflight catering or other inflight services requests, as it may be demanded by the passengers from time to time;
- (g) any additional charge reasonably related to a change of air traffic control slots;
- (h) 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;
- (i) exceptional cleaning costs;
- (j) special insurance coverage;
- (k) special ground handling assistance;
- (l) satellite phone communications;
- (m) special overflight/landing permissions;
- (n) ecological taxes, allowances or emission rights, including but not limited to EU ETS, UK ETS, Swiss ETS or CORSIA;
- (o) 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 Posted Airfield Price (PAP) for JET A-1 fuel as published on date of this Agreement by/for the airport of the first life flight of the routing, 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) originating from or arriving in the European Union, 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), 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. Prohibited Business Practices

- 13.1. 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.

- 13.2. 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.

- 13.3. 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.

14. Miscellaneous

- 14.1. 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.
- 14.2. Governing Law** - These General Conditions of Carriage, its Annexes and the Agreement are governed by the laws of Belgium and any international law as may be applicable, including but not limited to the Warsaw and/or Montreal Convention and the legislation of the European Union.
- 14.3. 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: Prohibited Dangerous Goods - Notice to Passengers

Annex 3: Special Terms and Conditions – Authorized Transportation of Dangerous Goods

ANNEX 1 CARRIER LIABILITY - NOTICE TO PASSENGERS

This notice summarizes the liability applicable to the Carrier as Community air carrier in accordance with the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) N° 2027/97 and as amended by Regulation (EC) N° 889/2002 and national legislation of the Member States. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the Agreement between Carrier and the Charterer (and its passengers). No representation is made by Carrier as to the accuracy of the contents of this notice. Note that, depending on your itinerary, the liability of the Carrier (including the Carrier as indirect air carrier) may be governed by other conventions, and in which case the liability limits are generally lower than those set forth hereunder.

- **Compensation in the case of death or injury** - There are no financial limits to the liability for passenger injury or death. For damages up to 113.100 SDRs (about € 138.000) the Carrier cannot contest claims for compensation. Above that amount, the Carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- **Advance payment** - In the event of death or bodily injury by a passenger, the Carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16.000 SDRs (about € 19.500).
- **Passenger delays** - In case of passenger delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4.694 SDRs (about € 5.725) per passenger.
- **Baggage delays** - In case of baggage delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1.131 SDRs (about € 1.380) per passenger.
- **Destruction, loss or damage to baggage** - The Carrier is liable for destruction, loss or damage to baggage up to 1.131 SDRs (about € 1.380). In the case of checked baggage, the Carrier is liable even if not at fault, unless the baggage was defective. In the event of unchecked baggage, the Carrier is liable only if at fault.
- **Higher limits for baggage** - A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
- **Complaints on baggage** - If the baggage is damaged, delayed, lost or destroyed, a written complaint must be submitted to the Carrier within 7 days from date on which the baggage was placed at the passenger's disposal, and in the event of delay, within 21 days.
- **Liability of contracting and actual carriers** - If the carrier actually performing the flight is not the same as the contracting air carrier (the "Carrier"), the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the air transport ticket, that air carrier is the contracting air carrier.
- **Time limit for court action** - Any action in court to claim indemnification must be brought within 2 years from the date of arrival of the Aircraft, or from the date on which the Aircraft was supposed to have arrived.
- **Exoneration** - If the Carrier proves that any damage covered by these liability rules was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

This notice has to be read in conjunction with 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.

Charterer commits to have duly circumvented and communicated this notice to the passengers boarding the Aircraft under the Agreement.

ANNEX 2

PROHIBITED DANGEROUS GOODS - NOTICE TO PASSENGERS

TABLE 2.3.A
Provisions for Dangerous Goods Carried by Passengers or Crew
(Subsection 2.3)

Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below. Dangerous goods permitted in carry-on baggage are also permitted "on one's person", except where otherwise specified.

The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Alcoholic beverages , when in retail packagings, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 L, with a total net quantity per person of 5 L.	NO	YES	YES	NO
Note: <i>Alcoholic beverages containing 24% or less alcohol by volume are not subject to any restrictions.</i>				
Ammunition, securely packaged (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages.	YES	YES	NO	NO
Avalanche rescue backpack , one (1) per person, containing cartridges of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing no more than 200 mg net of Div. 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.	YES	YES	YES	NO
Baggage with installed lithium batteries non-removable batteries exceeding 0.3 g lithium metal or 2.7 Wh.	FORBIDDEN			
Baggage with installed lithium batteries:	NO	YES	YES	NO
– non-removable batteries. Batteries must contain no more than 0.3 g lithium metal or for lithium ion must not exceed 2.7 Wh;				
– removable batteries. Batteries must be removed if baggage is to be checked in. Removed batteries must be carried in the cabin.				
Batteries, spare/loose , including lithium batteries, non-spillable batteries, nickel-metal hydride batteries and dry batteries (see 2.3.5.8) for portable electronic devices must be carried in carry-on baggage only. Articles which have the primary purpose as a power source, e.g. power banks are considered as spare batteries. These batteries must be individually protected to prevent short circuits.	NO*	NO	YES	NO
Lithium metal batteries: the lithium metal content must not exceed 2 g (see 2.3.5.8.4).				
Lithium ion batteries: the Watt-hour rating must not exceed 100 Wh (see 2.3.5.8.4).				
Each person is limited to a maximum of 20 spare batteries.				
*The operator may approve the carriage of more than 20 batteries.				
Non-spillable batteries: must be 12 V or less and 100 Wh or less. Each person is limited to a maximum of 2 spare batteries (see 2.3.5.8.5).				
Camping stoves and fuel containers that have contained a flammable liquid fuel , with empty fuel tank and/or fuel container (see 2.3.2.5 for details).	YES	YES	NO	NO
Chemical Agent Monitoring Equipment , when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel (see 2.3.4.4).	YES	YES	YES	NO
Disabling devices such as mace, pepper spray, etc. containing an irritant or incapacitating substance are forbidden on the person, in checked and carry-on baggage.	FORBIDDEN			
Dry ice (carbon dioxide, solid) , in quantities not exceeding 2.5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5 kg or less dry ice.	YES	YES	YES	NO
e-cigarettes (including e-cigars, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation (see 2.3.5.8.2).	NO	NO	YES	NO
Electro shock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.	FORBIDDEN			
Fuel cells containing fuel, powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders), see 2.3.5.9 for details.	NO	NO	YES	NO
Fuel cell cartridges, spare for portable electronic devices, see 2.3.5.9 for details.	NO	YES	YES	NO
Gas cartridges, small, non-flammable containing carbon dioxide or other suitable gas in Division 2.2. Up to two (2) small cartridges fitted into a self-inflating personal safety device , intended to be worn by a person, such as a life jacket or vest. Not more than two (2) devices per passenger and up to two (2) spare small cartridges per device, for other devices not more than four (4) cartridges up to 50 mL water capacity. (see 2.3.4.2).	YES	YES	YES	NO
Gas cylinders, non-flammable, non-toxic worn for the operation of mechanical limbs. Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.	NO	YES	YES	NO
Hair styling equipment containing a hydrocarbon gas cartridge , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. This hair styling equipment must not be used on board the aircraft. Spare gas cartridges for such hair styling equipment are not permitted in checked or carry-on baggage.	NO	YES	YES	NO

TABLE 2.3.A
Provisions for Dangerous Goods Carried by Passengers or Crew
(Subsection 2.3) (continued)

The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Insulated packagings containing refrigerated liquid nitrogen (dry shipper), fully absorbed in a porous material containing only non-dangerous goods.	NO	YES	YES	NO
Internal combustion or fuel cell engines, must meet A70 (see 2.3.5.12 for details).	NO	YES	NO	NO
Lithium Batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries, including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets (see 2.3.5.8). For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Devices in checked baggage must be completely switched off and must be protected from damage. Each person is limited to a maximum of 15 PED. *The operator may approve the carriage of more than 15 PED.	NO*	YES	YES	NO
Lithium batteries, spare/loose, including power banks, see Batteries, spare/loose				
Lithium battery-powered electronic devices. Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium metal content exceeding 2 g but not exceeding 8 g. Devices in checked baggage must be completely switched off and must be protected from damage.	YES	YES	YES	NO
Lithium batteries, spare/loose with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only. These batteries must be individually protected to prevent short circuits.	YES	NO	YES	NO
Matches, safety (one small packet) or a small cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage.	NO	ON ONE'S PERSON		NO
<i>Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters or lighters powered by a lithium battery without a safety cap or means of protection against unintentional activation are forbidden (see 2.3.5.8.4(e)).</i>				
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries, nickel-metal hydride batteries or dry batteries, (see 2.3.2.2).	YES	YES	NO	YES
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium ion batteries (see 2.3.2.3 and 2.3.2.4 for details).	YES	YES	NO	YES
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with lithium ion batteries where the design of the mobility aid does not provide adequate protection for the battery(ies) (see 2.3.2.4.3 for details).	YES	NO	YES	YES
Non-radioactive medicinal or toiletry articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol; and Non-flammable, non-toxic (Division 2.2) aerosols, with no subsidiary hazard, for sporting or home use (see 2.3.5.1).	NO	YES	YES	NO
The total net quantity of non-radioactive medicinal or toiletry articles and non-flammable, non-toxic (Division 2.2) aerosols must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.				
Oxygen or air, gaseous, cylinders required for medical use. The cylinder must not exceed 5 kg gross weight.	YES	YES	YES	YES
<i>Note: Liquid oxygen systems are forbidden for transport.</i>				
Permeation devices, must meet A41 (see 2.3.5.13 for details).	NO	YES	NO	NO
Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person or fitted externally.	NO	ON ONE'S PERSON		NO
Security-type equipment (see 2.3.2.6 for details).	YES	YES	NO	NO
Security-type attaché cases, cash boxes, cash bags, etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, except as provided in 2.3.2.6 are totally forbidden. See entry in 4.2–List of Dangerous Goods.		FORBIDDEN		
Specimens, non-infectious packed with small quantities of flammable liquid, must meet A180 (see 2.3.5.11 for details).	NO	YES	YES	NO
Thermometer, medical or clinical, which contains mercury, one (1) per person for personal use, when in its protective case.	NO	YES	NO	NO
Thermometer or barometer, mercury filled carried by a representative of a government weather bureau or similar official agency (see 2.3.3.1 for details).	YES	NO	YES	YES

Note:

The provisions of Subsection 2.3 and Table 2.3.A may be limited by State or operator variations. Passengers should check with their airline for the current provisions.

ANNEX 3

SPECIAL TERMS AND CONDITIONS

AUTHORIZED TRANSPORTATION OF DANGEROUS GOODS

In the event the Carrier and the Aircraft are authorized to transport Dangerous Goods, when Dangerous Goods are to be transported, 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 and the following special terms and conditions:

1. Declaration of Dangerous Goods

The Charterer shall provide the Carrier with a complete and accurate written declaration of all cargo classified as Dangerous Goods under the ICAO Technical Instructions, IATA Dangerous Goods Regulations, or applicable local laws and regulations. This declaration shall be submitted no less than 3 (three) business days prior to the flight's departure.

2. Compliance with Regulations

2.1. The Charterer agrees that any Dangerous Goods presented for transport shall be:

- (a) properly classified, packed, marked, labeled, and documented in full compliance with ICAO, IATA, and all applicable national regulations;
- (b) accompanied by a 'Shipper's Declaration for Dangerous Goods', where required – in form and content in accordance with the applicable IATA format – specifying the approved Dangerous Goods with their UN numbers and proper shipping names.

2.2. The Charterer agrees that the Dangerous Goods to be transported may be subject to special handling instructions to be adhered to by both the Charterer and the Carrier.

3. Consent Requirement

The Charterer shall not load, nor permit the loading of, any Dangerous Goods without the prior written approval of the Carrier. The Carrier reserves the right to refuse carriage of any Dangerous Goods at its sole discretion.

4. Right of Inspection and Rejection

The Carrier reserves the right to inspect all cargo, and to reject or offload any item suspected of being hazardous, improperly declared, or non-compliant, without incurring any liability for delay, loss, or damage arising therefrom.

5. Indemnification & Insurance

5.1. The Charterer shall indemnify and hold harmless the Carrier, its officers, directors, employees, and agents from and against all losses, damages, claims, fines, penalties, expenses, or liabilities arising from:

- (a) the transportation of undeclared or improperly declared Dangerous Goods;
- (b) any breach of applicable Dangerous Goods Regulations;
- (c) any Dangerous Goods related incident caused wholly or in part by the Charterer's negligence or non-compliance.

5.2. The Charterer shall obtain and maintain, at its own cost, adequate insurance covering the carriage of Dangerous Goods, including coverage for environmental liability, damage to aircraft, cleanup costs, and third-party claims, and shall provide evidence of such insurance upon request by the Carrier.

6. Emergency Response and Co-operation

In the event of an incident or accident involving Dangerous Goods, the Charterer agrees to fully cooperate with the Carrier and all relevant authorities, including but not limited to, participation in investigations, incident reporting, and cost-sharing of cleanup or remediation where applicable.