

AERO LINK AIRCRAFT CHARTER

GENERAL TERMS AND CONDITIONS

1. Scope

- 1.1 These General Terms and Conditions apply to all flights and other services for which a contract has been concluded with Aero Link Limited (hereinafter referred to as “AeroLink”)
- 1.2 AeroLink acts as the authorized broker/ principal representative in sourcing and arranging air transportation with Operators.
- 1.3 In addition to these General Terms and Conditions, the applicable Special Terms for different kind of flight services may also apply from time to time. In case of conflict between these General Terms and Conditions and the Special Terms for charter services, the applicable Special Terms shall take precedence.

2. Compliance with Entry and Exit Requirements; Required Documents

- 2.1 Passengers are responsible for obtaining, and presenting at check-in/ immigration, the necessary travel documents, visas and doctor’s certificates, certificates of vaccination and the like which are required – for themselves and for any children or animals travelling with them – under the passport, visa and health regulations of the countries in questions. In particular, AeroLink would like to draw Client’s and Passenger’s attention to visa requirements for foreign nationals.
- 2.2 AeroLink takes no responsibility with the regard to entry or exit requirements of Passengers. Any costs or disadvantages arising from the failure to observe these requirements shall be incurred jointly and severally by the Passenger such as but not limited to fines and cost of repatriation.
- 2.3
 - 2.3.1 AeroLink or the actual carrier may at its sole discretion refuse to carry Passengers on domestic flights where national laws (known as “cabotage” rules) prohibit such carriage, for example within the United States. As a result, any change to the list of Passengers must be notified immediately to AeroLink and will be subject to AeroLink’s prior approval. Stopovers within a given country (including the United States) may be authorized by the domestic transportation of Passengers within that country may be prohibited (and, in the case of the United States, is prohibited).
 - 2.3.2 The Client must ensure that all Passengers booked to travel (as set out in the passenger manifest) on domestic segments (in particular within the United States) will do so on a continuous international journey on the same carrier.

3. Safety and Security

- Carrier is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by the Carrier.
- 3.1 Captain’s Decision

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The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/ placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behavior or the physical or mental condition of a Passenger requires extraordinary assistance on behalf of the Carrier's crew.

Passenger hereby accepts all such decisions. Passenger agrees that when, in the reasonable view of AeroLink, the Carrier or the pilot in command, safety or security may be compromised, AeroLink, the actual Carrier or the pilot in command may decide to refuse to start or commence a flight, divert a flight or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay.

3.2 Carriage of expectant mothers

The following regulation apply for safety reasons and to avoid health risks to expectant mothers: Will carry expectant mothers up to 4 weeks before expected date of delivery without certification that the Passenger is fit to travel; AeroLink is entitled to demand presentation of the woman's antenatal medical record as proof that pregnancy is not beyond the 35th week.

Expectant mothers will no longer be carried as from 4 weeks before the expected date of delivery. The foregoing regulation apply to the date of any planned return flight.

3.3 Carriage of infants, children and adolescents

Owing to the risk of potential health damage, AeroLink recommends that newborn babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

3.4 Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if AeroLink has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet complies with the requirements in the country of destination.

3.5 Carriage of baggage

(a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EASA/ FAA/ Country of registration of the aircraft Air Regulations standard weight tables by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify AeroLink or the actual carrier prior to flight. Unless otherwise explicitly stated, Passengers are obliged to notify AeroLink or the actual carrier of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

The carriage of excess and general baggage shall be decided on the basis of the available hold

capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, AeroLink or the actual carrier reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

(b) Generally prohibited baggage

For safety reasons, the following materials and items shall not be placed in either hold or checked baggage and will not be carried:

1. Briefcases or security-type attaché cases with installed alarm devices, or incorporative lithium batteries and/or pyrotechnic material;
2. Explosive devices, including detonators, fuses, grenades, mines and explosives;
3. Explosive materials, fireworks or signal rockets;
4. Gases: flammable, non-flammable, deeply refrigerated and poisonous, such as camping gas or aerosols, propane and butane;
5. Flammable fluids such as bleaches, peroxides, petrol and methanol;
6. Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares;
7. Cigarette lighters;
8. Oxidizers and organic peroxides (including bleach), car body repair kits;
9. Toxic or infectious substances, including rat poison, infected blood and pathogens;
10. Radioactive material, including medicinal or commercial isotopes;
11. Corrosives (such as mercury), which may be contained in thermometers, acids, alkalis and wet-cell batteries filled with battery fluid, corrosives and vehicle batteries;
12. Fuel-containing components of vehicle fuel systems;
13. Magnetized materials and all hazardous items as listed in the IATA Dangerous Goods Regulations;
14. lithium-ion battery-powered devices that exceed 160-watt hours;
15. personal electronic devices (PED) using lithium batteries that are damaged or known to be defective (please consult <http://wemakeitsafer.com/Computers-Laptop-Batteries-Recalls> to check battery safety of your PED);
16. any object or substance whose possession and/or carriage by air is prohibited under applicable law.

The above provisions do not apply to medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks, provided these are carried only in small quantities for personal use.

(c) Prohibited items in checked baggage

Checked baggage must not contain fragile or perishable items, items of value including money, jewellery, precious metals, jewels, computers (including laptop computers), cameras, mobile phones, electronic cigarettes, vaping equipment or other electronic equipment, securities, stocks and bonds, as well as other valuables or business documents, samples, identification documents, house or car

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keys, medicines and/or medical aids and appliances (such as hearing aids, dental braces and glasses) required by the Passenger and/or spare lithium batteries, lithium ion battery-powered personal transportation devices (including Segways and hoverboards) and lithium. The carrier may refuse to carry these items in checked baggage and is liable only for damage/loss that is wilfully caused or caused by gross negligence.

The carrier shall be entitled to refuse the carriage of any baggage which is so inadequately packed that damage has to be expected despite exercise of the customary care.

(d) Prohibited items in hand baggage

(1) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including

- all firearms (pistols, revolvers, rifles, shotguns etc);
- replica and imitation firearms;
- component parts of firearms (excluding telescopic sighting devices and sights);
- air pistols, rifles and pellet guns;
- signal flare pistols; starter pistols; toy guns of all types; BB guns;
- industrial bolt and nail guns; cross bows; catapults;
- harpoon and spear guns; humane killers for livestock;
- stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser);
- lighters shaped like a firearm.

(2) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- axes and hatchets; arrows and darts; crampons; harpoons and spears;
- ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- meat cleavers; machetes;
- open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels; scissors;
- ski and walking/hiking poles;
- throwing stars;
- tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches.

(3) Blunt instruments

Any blunt instrument capable of causing injury, including:

- baseball and softball bats;
- clubs or batons – rigid or flexible – e.g. Billy clubs, blackjacks, night sticks and batons;

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- cricket bats; golf clubs; hockey sticks; lacrosse sticks;
- kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
- martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.

(4) Explosives and flammable substances

All explosives and/or highly inflammatory substances which constitute a health hazard for Passengers or crew or a risk for the technical and general safety of the aircraft and the property of the actual carrier and/or third parties, including:

- ammunition; blasting caps; detonators and fuses; explosives and explosive devices;
- replica or imitation of explosive material or devices; mines and other explosive military stores; grenades of all types; gas and gas containers e.g. butane, propane, acetylene and oxygen;
- fireworks, flares in any form and other pyrotechnics (including party poppers and toy cap guns);
- non-safety matches;
- smoke-generating canisters or cartridges;
- flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol); aerosol spray paint; turpentine and paint thinner;
- alcoholic beverages exceeding 70 % by volume.

(5) Chemical and toxic substances

Any chemical or toxic substances which pose a risk to the health of Passengers and crew or the security/safety of aircraft or property, including:

- acids and alkalis (e.g. spillable 'wet' batteries);
- corrosive or bleaching substances (e.g. mercury and chlorine);
- disabling or incapacitating sprays (e.g. mace, pepper spray and tear gas);
- radioactive material (e.g. medicinal or commercial isotopes); poisons;
- infectious or biological hazardous material (e.g. infected blood, bacteria and viruses);
- material capable of spontaneous ignition or combustion;
- fire extinguishers.

(6) Restriction on liquids in hand baggage (EU Regulation 1546/2006)

European Union regulations on Security in Civil Aviation restrict the amount of liquids that Passengers are permitted to take on board in their hand baggage.

It must be ensured that these liquids are in individual containers with a capacity of no more than 100 ml, or the equivalent amount given in a different unit of measurement (based on maximum contents as printed on the container). All of these individual containers must be packed in a transparent, re-sealable plastic bag with a capacity of no more than one (1) litre. The plastic bag must be easily and fully sealable. Passengers are not permitted to seal a normal (non-sealable) plastic bag using additional means.

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Only one (1) plastic bag is allowed per person.

Liquids include: gels, pastes, lotions, liquid/solid mixtures, such as toothpaste, hair gels, beverages, soups, syrups, perfume and other items of similar consistency, as well as the contents of pressurized containers such as aerosols, shaving cream and hair spray.

Exemptions may be granted if the liquid is:

- to be used during the trip and is either required for medical purposes or a General dietary requirement, including baby food. When requested to do the Passenger shall provide proof of authenticity of the exempted liquid; or
- obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at the airport on that day; or
- obtained in the security restricted area from outlets that are subject to approved security procedures as part of the airport security programme; or
- obtained at another Community airport, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at airside at that airport on that day; or
- obtained on board an aircraft of a Community air carrier, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase on board that aircraft on that day.
- The above regulations shall apply to all flights departing from airports in the European Union (including connecting flights) irrespective of their destination or the country in which the carrier is based. Passengers entering the EU from an airport outside the EU must undergo another security screening before boarding their connecting flight

Various non-EU states have passed identical or similar regulations.

(e) Carriage of sporting weapons

Passengers must inform AeroLink and the actual carrier as early as possible in writing prior to the flight if they intend to include sporting weapons and/or associated ammunition in the baggage.

Sporting weapons must be unloaded and stored in gun-cases or bags.

Ammunition must be packed separately in a bag or case and its total weight must not exceed 5kg.

Allowances for more than one person must not be combined into one or more packages.

Sporting weapons and any associated ammunition must be the personal property of the Passenger and must be properly licensed by the Passenger's country of residence and have the required European weapon passport, where applicable. The Passenger shall provide such documentation as required by AeroLink or the actual carrier that evidences compliance with the above paragraph. AeroLink or the actual carrier may require that the Passenger provide additional documentation for the transport of sporting weapons and ammunition (for example, where the destination country of the

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Passenger requires such additional documentation to be furnished); AeroLink or the actual carrier will communicate to the Passenger any such requirement for additional documentation following the receipt by AeroLink or the actual carrier of the Passenger's initial notification of intention to carry a sporting weapon and/or associated ammunition.

Failure by the Passenger to comply with any of the above points in this sub-Section 3.5(e) may result in AeroLink or the actual carrier refusing to carry the Passenger's sporting weapons and/or any association ammunition.

(f) Carriage of lithium batteries

All spare lithium batteries, power banks and portable electronic devices (e.g. e-cigarette, personal vaporizers) must be in carry-on hand baggage and must be individually protected so as to present short circuits (e.g., by placement in original retail packaging, by otherwise insulating terminals by taping over exposed terminals, or placing each battery in a separate plastic bag or protective pouch). Spare lithium batteries must not come in contact with metal objects, such as coins, keys, or jewellery and take steps to prevent crushing, puncturing, or pressure on the battery.

Lithium batteries with capacity exceeding 160 Wh are not permitted.

For reference see European Aviation Safety Agency Safety Information Bulletins 2015-28, 2016-04 and 2017-04.

3.6 Electronic equipment

For safety reasons, the use of all PEDs is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

PEDs placed in checked baggage have to be completely switched off and effectively protected from accidental activation. To ensure the device is never powered on during its transport, any applications, alarms or pre-set configurations that may activate the device have to be disabled or deactivated.

PEDs placed in checked baggage have to be protected from damage by applying suitable packaging or casing or by being placed in a rigid bag protected by adequate cushioning (e.g. clothing). PEDs shall not be carried in the same baggage together with flammable material (e.g. perfumes, aerosols, etc.);

For reference see European Aviation Safety Agency Safety Information Bulletin 2017-04.

3.7 Smoking

Smoking may be prohibited on all flights

4 Force Majeure

4.1 AeroLink reserves the right at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar aircraft or cancel the flight without further liability to the Client in the event that the carriage cannot be completed in accordance with Client's requirements due to war, warlike events, infringements of a country's neutrality, insurrection, civil

war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which AeroLink has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the pilot in command, AeroLink or of the actual carrier's personnel ("Force Majeure Event"). Where AeroLink cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, the Client shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to the Client.

- 4.2 In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the reasonable opinion of AeroLink, AeroLink reserves the right to cancel the contract of carriage without liability to the Client. In this case, AeroLink shall credit the Client with an amount corresponding to the flight in question minus all expenses already incurred.
- 4.3 Unless stated otherwise in mandatory (indispensable) legislation, AeroLink or the actual carrier shall not be responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the abovementioned circumstances.
- 4.4 AeroLink or the actual carrier shall not be liable for any damage or loss of any nature whatsoever to the Client arising from any delay arising as a result of a Force Majeure Event.

5. General Liability Provisions

- (a) The liability of AeroLink and/or the actual carrier shall in no case exceed the level of the proven damage. AeroLink and/or the actual carrier shall be liable for indirect and/or consequential damage only if the damage is attributable to gross negligence or intent on the part of AeroLink and/or the actual carrier. The foregoing exclusion of liability shall not apply to indirect and/or consequential damage resulting from injury to life, body or health of a person owing to infringement of an obligation caused by negligence on the part of AeroLink and/or the actual carrier.
- (b) If the damage is attributable to contributory negligence on the part of the damaged party, the standards of the applicable law relating to exclusion or reduction of compensation obligations in cases of contributory negligence by the damaged party shall apply. The above provision shall apply accordingly if the damaged party fails to satisfy his/her obligation to keep the damage to a minimum.
- (c) AeroLink and/or the actual carrier shall not be liable for damage caused in fulfilment of government regulations or because the Passenger fails to satisfy his/her obligations pursuant to these regulations.
- (d) AeroLink and/or the actual carrier shall be liable for errors or omissions in flight schedules or other publications of flight times, for information supplied by agents, employees or authorised representatives of AeroLink and/or the actual carrier relating to dates, departure and arrival times or flight handling, only in cases of intent or gross negligence.

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- (e) AeroLink shall arrange that the Operator provides the Aircraft manned, maintained, equipped and fuelled for the Flight Schedule. The Passengers agrees that the carriage will be provided by the Operator who will have sole responsibility for the operation of the Flight Schedule, maintenance, insurance and operation of the Aircraft. The Passengers accepts that AeroLink acts only as agent for the Passengers and the Operator in arrangement of the Charter Confirmation. The Passengers also accepts that the crew of the Aircraft are the servants and agents of the Operator and shall be authorised to take instructions only from the Operator unless otherwise agreed by the Operator in writing prior to the commencement of the Flight Schedule.

6. Privacy and Data Protection

- (a) During the course of its relationship with the Client, AeroLink (including AeroLink's officers, employees, contractors, subcontractors, agents and actual carriers) shall act as data controller in the collection and processing of Personal Data about the Client and/or Passengers. The protection of the Client's and Passengers' Personal Data is very important to AeroLink. AeroLink hereby commits that the Client's and Passengers' Personal Data will be held and processed by it in compliance with applicable data protection laws. The Client hereby accepts that the Client's and Passengers' Personal Data be held and processed by AeroLink in compliance with applicable data protection laws and regulations.
- (b) AeroLink and/or the actual carrier are explicitly entitled to transmit Personal Data obtained from official photo identification documents and other Personal Data processed or used in connection with the carriage to public authorities and border control agencies, provided that the authority's or agency's request for disclosure is based on mandatory legal regulations and is necessary for performance of the contract of carriage. Moreover, the actual carrier is also explicitly authorised by Client to process, capture, save, modify, block, delete, disclose, transmit and use Personal Data of Client and Passengers within the scope of performance of the contract and in accordance with applicable data protection regulations for the purpose of delivery by the actual carrier of flight services and performance by the actual carrier of its obligations under the contract, and actual carrier is further explicitly authorised to transmit the said Personal Data to its own offices, authorised representatives and to the parties who provide services on its behalf, including to air crew (pilots and cabin crew) charged with the delivery of flight services to the Client.

7. Severability Clause

Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

8. **Applicable Law and Legal Venue**

These general terms and conditions and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these T&C (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law. The English courts located in London shall have exclusive jurisdiction to determine any dispute arising in connection with these T&C, save that AeroLink shall retain the right to bring proceedings against the Client in the courts of any other competent jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment.

9. **Prohibited Business Practices and Sanctions**

9.1 The client hereby represents, warrants, undertakes and acknowledges that:

- (a) to the extent that any laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, anti-money laundering, terrorist financing, and unfair and prohibited business practices (including but not limited to, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act) (collectively referred to herein as the “Laws”) apply to any aspect of the relationship between AeroLink and the Client, the Client shall at all times comply with the Laws and will remain in compliance with the Laws;
- (b) any funds or monies paid to AeroLink by the Client shall not have been derived as proceeds of money laundering, terrorist financing and/or of any other illegal or criminal act or activity;
- (c) no employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, and no Passenger is the subject or target of any economic or trade sanction law or regulation or travel ban;
- (d) in the event that the Client or any employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, or any Passenger, becomes the subject or target of any economic or trade sanction law or regulation or travel ban, then Client shall disclose such an event to AeroLink immediately;
- (e) any and all information and documentation provided by the Client to AeroLink during AeroLink’s due diligence process are accurate and complete;
- (f) AeroLink may be legally bound to file reports to any competent authority concerning any breach by Client, or by any Passenger, of any applicable economic or trade sanction laws or regulations or Laws;
- (g) the Client and the Passengers will not engage in or facilitate any activity that could lead AeroLink to breach any Laws, economic or trade sanction law or regulation or travel ban;

10. Confidential Information

AeroLink acknowledges that, as a result of AeroLink delivering flight services to the Client, AeroLink and its employees may learn confidential and proprietary information relating to the Client and/or Passengers (“Confidential Information”). AeroLink undertakes not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save:

- (i) as required to deliver those flight services and any ancillary services requested by the Client and/or Passengers;
- (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by AeroLink of its obligations hereunder;
- (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party;
- (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of AeroLink;
- (v) to an affiliate or subsidiary or strategic partner of AeroLink (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner); or
- (vi) to protect AeroLink’s rights, property and safety and the rights, property and safety of the Client and/or Passengers, or others;

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