

JONAIR – TERMS AND CONDITIONS

1. Introduction

These general terms and conditions apply to the Chartering of aircraft from Jonair AB (“JA”) by individual persons, company or firm (the “Client”), to the exclusion of all other terms, conditions, warranties and representations, except any specifically agreed between JA and the Client in writing. JA is a certified air carrier authorized to conduct worldwide commercial operations under the rules and regulations of EU-OPS. The aircraft is operated under Air Operator Certificate (AOC) NO. SE-0046 issued by the Swedish Civil Aviation Authorities (the “SCAA”).

2. Definitions

The “Aircraft” shall mean any aircraft which is the subject of a booking and charter agreement between JA and the Client.

The “Charter Price” shall mean the price payable for the scheduled flight(s) and such services as are agreed in advance between JA and the Client.

The “Confirmed Charter” shall mean the charter confirmed by JA in writing in accordance with paragraph 5 of these general terms and conditions.

The “Flight Schedule” shall mean the designated places of departure, arrival and any stopping points as well as any departure and arrival times agreed between JA and the Client as part of the charter, together with any amendments or additions made during the course of the charter as agreed between JA and the Client.

3. Quotation and Charter Price

The Client shall be aware that a quotation of a price for a charter is not to be considered as a reservation and is subject to availability and traffic rights and the written confirmation from JA that the charter has been confirmed. The client shall further be aware that quotations will also be subject to the following:

A quotation will only be considered as a tentative reservation until such time as a written confirmation has been received by JA, and the terms of payment of the Charter Price have been agreed on.

The Charter Price includes airport charges, complimentary bar and light catering according to time of flight and passenger preferences.

The Charter Price exclude de-icing (or hangarage in lieu of de-icing), out of hour charges, overflight permissions and royalties if applicable. Italian Luxury tax is excluded. 6 % VAT inlands flights in Sweden is excluded.

The Charter Price is subject to ongoing aircraft availability and owners release where applicable.

The Charter Price is based on the fuel prices on the day the charter has been confirmed in writing by JA. If fuel price increases, additional cost will be added.

4. Air Charter Brokers

A quotation of a Charter Price to a third party client through an air broker company (the “Broker”) are only given as NET price and do not include commission. The Broker, as well as the Client, shall be liable to JA for the full agreed Charter Price.

5. Confirmed Charters

Upon receipt of a booking confirmation from the Client, both JA and the Client will be bound by these general Terms and Conditions, subject to the confirmation from JA that the Aircraft is still available to carry out the Flight Schedule. Once this can be confirmed, JA will confirm to the Client and the charter will be regarded as a Confirmed Charter.

6. Aircraft Availability

JA hereby reserve the right to provide the Client with a similar replacement aircraft from a sub-charterer or elsewhere if the actual aircraft referred to in the Confirmed Charter should become unavailable.

7. Cancellation Fee

The cancellation fee is calculated based on the agreed Charter Price:

More than 21 days before the Flight Schedule: the actual costs and expenses incurred in connection with the planning of the Confirmed Charter.

Cancellation between the date of JA confirming the Charter until 5 days before flight: 10% of the Charter Price

Cancellation between 5 days and 24 hours before the flight: 20% of the Charter Price

Cancellation between 24 hours and 6 hours before the flight: 50% of the Charter Price

Cancellation less than 6 hours before the flight: 100% of the Charter Price

The planned departure date will take into consideration any necessary ferry flights required to meet the departure airport.

8. Payment Terms

The Charter Price shall be paid 5 (five) days prior to departure by bank transfer. If the amount has not been paid into the JA named bank account 24hrs prior to departure then JA shall have the right to consider the flight cancelled by the Client and the rules under §7 shall apply.

9. Disbursement and handling charge

All credit and unplanned charges as regulated in §3, that have been paid for by JA on behalf of the Client, shall be forwarded to the Client without delay.

10. Flight Safety

The Captain of the aircraft shall have the sole right to determine the prudence of commencing or completing a flight based on a risk analysis of any flight safety related hazards.

11. Performance of a Confirmed Charter

The Captain of the Aircraft shall have the full authority to reject or disembark any Passenger who, by reason of conduct, medical conditions or other circumstances is, in the Captains absolute discretion, unfit to undertake or to continue the Flight.

All flights are "local" to the country concerned and subject to airport and air traffic slots.

Due to other scheduled activities, the aircraft cannot be expected to be available out of agreed time schedule. Departure/arrival times may differ slightly due to unforeseen circumstances.

It is the duty of charterers to ensure that the passengers are in possession of the required travelling documents (Visa, insurance, passports etc.). The requirements may vary from travelling on scheduled flights. JA is not liable for expenses incurred, if the passengers do not possess the correct travelling documents.

12. Baggage

Passengers are entitled to carry 5 kg of baggage in soft bags, subject to loadability.

Pursuant to ICAO Annex 18 "Technical Instructions for the Safe Transport of Dangerous Goods by Air" passenger's baggage shall not contain dangerous goods.

Consumer Electronics with Lithium Batteries and Electronic Cigarettes shall be carried as hand luggage only. Small lithium battery- powered personal transportation devices (hover boards, self-balancing single or multi-wheels, mini Segways etc) are not permitted to be ^[1]_{SEP}carried onboard.

Sporting equipment, e.g. ski/snowboard, bicycles and golf bags may be accepted by prior agreement and subject to loadability in combination with number of passengers.

Address
Västra Esplanaden 2
903 26 Umeå
Sweden

Phone
+46 90 121200

Fax
+46 90 142966

E-mail / Internet
info@jonair.se
www.jonair.se

Sporting Weapons & Ammunition. Passenger travelling outside the EEA shall submit a weapon declaration. A borrowed weapon cannot be carried abroad. Weapon(s) must be unloaded and stored in a pouch, bag or similar. The weapon itself and any vital part (e.g. the slide) must be transported in separate bags/suitcases. Ammunition shall be carried in original unopened packages.

13. Smoking onboard

Smoking is prohibited onboard all JA's aircraft. Electronic cigarettes may not be used onboard during flight.

14. Liability for damage

International travel, as defined in the Convention, is subject to the liability rules of the Convention and European Union Council Regulation No. 2027/97 (as amended by Regulation No. 889/2002 and 785/2004). Additionally, our liability will be determined by these Conditions of Carriage.

15. Cargo insurance

JONAIR's legal liability to cargo carried onboard the companies aircraft, is limited per EC regulation 785/2004, to 19 SDR per kilo. We recommend our clients to purchase Excess liability/Transport insurance for valuable goods

16. Limits of Liability

Except as expressly provided in these general terms and conditions and any appendixes hereto, JA shall not be liable to the Client in any manner whatsoever (whether arising from negligence of JA, its employees or agents or otherwise) for any loss or damage whatsoever (including, without limitation, consequential loss or special damage) provided that this shall not exclude or restrict JA's liability for death or personal injury resulting from the gross negligence of JA or its employees or agents.

A charter shall be subject to the rules on limitation relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended in the Hague Protocol and/or by any other Treaty applicable to carriage which is not so governed shall be subject to all applicable laws which extended provisions of the Convention to such carriage or which otherwise limit the carrier's liability.

The Client shall indemnify JA against all claims and expenses (including legal fees and costs) in respect of any liability of JA toward third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Client, its servant or agents or any passenger carried by the authority of the Client, or for any such reason or circumstances as is mentioned in 14 b. above, subject to the exception mentioned in that paragraph.

Any sub-charterer's standard terms and conditions and any appendices thereto (the "Sub-charterer's Standard Terms and Conditions") may apply to the Confirmed Charter to the extent the Sub-Charterer's Standard Terms and Conditions is inconsistent with these general terms and conditions. The Sub-Charterer's Standard Terms and Conditions shall, if applicable, be supplied to JA who will, to the extent necessary, make the same available to the Client. Any sub-charterer's liability towards the passengers will then be subject to the limits of liability outlined in the summary of liability provisions attached to the Sub-Charterer's Standard Terms and Conditions.

17. Force Majeure

JA shall not be liable for any delay in performance of the Confirmed Charter, and shall not be in default for any failure of performance hereunder due to causes beyond their control. Such causes shall be deemed to be events of "force majeure" and shall include, without limitation, war, warlike operations, armed aggression, insurrections, riots, fires, unfavourable or severe meteorological conditions, explosions, accidents, governmental acts and act of the public enemy, labour troubles, industrial conflicts and strikes and any other cause beyond control of JA.

18. Applicable Law and Jurisdiction

The present Standard Terms and Conditions are construed in accordance with and governed by Swedish Law.

Address
Västra Esplanaden 2
903 26 Umeå
Sweden

Phone
+46 90 121200

Fax
+46 90 142966

E-mail / Internet
info@jonair.se
www.jonair.se