

GENERAL CONDITIONS

Type of flight. This Agreement is entered into by the Charterer in respect of own-use charter flight(s); An own-use charter flight is a flight on which the entire capacity of the aircraft is taken up by passengers and/or goods of the Charterer or the association or group for whom the Charterer is the agent and which is the object of his trade, business or industry. Any other type of charter flight will be subject to an application by the concerned Civil Aviation Authority under which the carrier operating the flight(s) hereunder, is resorting.

Subcontracting by the Charterer. Charterer shall not subcontract or give in use wholly or in part the chartered space and/or payload of the Aircraft without prior written approval of the Company. Unless expressly otherwise agreed in writing, any such approval by the Company is given subject to the condition that the subcontractor shall abide by all obligations imposed upon Charterer and that the Charterer shall assume full responsibility for all acts or omissions of the subcontractor and his officers, employees or agents.

Substitution - subcontracting by the Carrier and/or the Company. The Company and the Carrier shall be entitled, without giving any reason, to substitute (an)other aircraft(s) for the Aircraft specified in this Agreement. In case the contracted Aircraft becomes unserviceable or unavailable, the Company shall be entitled, but shall not be obliged, to substitute an alternative aircraft and/or carrier. In latest mentioned case, the Charterer undertakes to accept all the terms and conditions concerning cancellation, operational control, deviation and delays of the subcontracting agreement between the Company and this carrier.

Air Operator's Certificate - Authorisations. The Charterer hereby confirms that he is aware of the conditions attaching to the Air Operator's Certificate granted by the concerning Civil Aviation Authorities of the Carrier under which the flight(s) contemplated under this Agreement will be operated and warrants that he will abide by such conditions and will do no act likely to prejudice the Carriers position under the conditions of the **Air Operator's Certificate**. Authorisations (permits from governmental or other authorities) necessary for the performance of the flight(s) will be applied for by the Carrier unless it has been agreed that this will be done by Charterer. The consequence of the refusal, untimely granting or cancellation of authorisations for all services or part of them, are dealt with below.

Charges. The Charterer agrees to pay the Company the total charter price as mentioned in this Agreement on or before the date(s) mentioned in the Payment Conditions as set out overleaf in the currency at the place and by the method mentioned on the invoice and this Agreement. The charter price shown in this Agreement includes all expenses of operating the Aircraft, maintenance (scheduled and unscheduled), insurances, remuneration and expenses of personnel including crews, running costs, airport fees, ground service charges, parking fees, costs for the service for passengers

during the time they are on board in accordance with this Agreement. Not included in the charter price are all other costs including but not limited to costs of ground transportation to and from the airports, costs for visas, custom inspection fees, custom duties, the costs of dunnage insofar as this has to be provided by the Company and all special and/or extra costs and taxes incurred by the Carrier or the Company with respect to passengers, goods and live-stock in case of emergency landings and all other landings not specified in the schedule of this Agreement. The charter price shown is based on costs current at the time of signing the Agreement. Should there be an increase of 3% or more in costs between the date of signing the Agreement and the completion of the flight(s), and if such costs are beyond the control of the Company or the Carrier, the Company shall have the right to charge such costs to the Charterer. The Company shall furnish the Charterer full details of the increase(s). For any damage done during flights on the aircraft interior The Company has the right to charge such costs to the Charterer

Cancellation by the Company. In the event of any breach by the Charterer of any provision of this Agreement, or if the Charterer becomes insolvent, goes into liquidation or is declared bankrupt, the Company shall have the right to cancel this Agreement and, in the event that a service has commenced, to terminate such flight all without liability of any kind to the Company 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 Company's right to collect damages from the Charterer. If the Company is unable to perform or complete any service considered by this Agreement, more particularly when the Aircraft becomes unserviceable or unavailable –for whatever reason, including technical problems with the Aircraft- for one or more of the contracted flight(s), or authorisations for all services or part of them are refused, untimely granted or cancelled, the Company shall have the right to cancel the flight(s) contemplated under this Agreement, and it shall be under no further obligation or liability to the Charterer beyond the refund of the charter price or the sum paid for that part of the flight(s) concerned.

Operational control. The captain of the Aircraft shall have complete discretion as to whether or not a flight should be undertaken, and the Charterer agrees to accept all such decisions of the captain. The Carrier's decision as to the amount of space available on the Aircraft for utilisation on all or any portion of the charter flight shall be final. The captain of the Aircraft shall have complete discretion concerning the load carried and its distribution, and the Charterer undertakes to accept all such decisions of the captain. The Company and the Carrier are entitled to utilise any unused space and/or payload for the carriage of their own personnel or cargo.

The Carrier shall use all reasonable endeavors to complete the Flight Schedule but shall be entitled without liability to deviate from the Flight Schedule if it deems this necessary in its absolute discretion and any additional expenses shall be borne by the Charterer

Deviation - Delay. Deviation from and delay of any of the services considered under this Agreement through the action of or at the request of the Charterer may involve alterations in the charter price. The Charterer shall pay the Company in addition to the charter price any costs or expenses incurred by the Carrier and/or the Company rising out of such deviation and/or delay. In latest mentioned case, at least the demurrage rate as set out overleaf shall apply. The captain of the Aircraft shall have complete discretion as to where landings should be made, and the Charterer undertakes to accept all

such decision of the captain. The times shown in the flight schedule of this Agreement are approximate and not guaranteed by the Company, who has the right to deviate from the flight schedule due to reasonable circumstances, without any liability. The Company shall also not be responsible for delays caused by Air Traffic Control, slot restrictions, labor and civil disturbances, mechanical failures, crew duty time limitations, local or national or international regulations, severe weather conditions or other causes beyond their reasonable control. In case of delay in the commencement or completion of any of the services considered under this Agreement caused by the Charterer or anyone acting on his behalf, demurrage shall run against the Charterer for the period of such delay at an amount per block hour as applicable by the Carrier and eventual other costs charged to the Company due to the delay.

Traffic documents and formalities. Carriage performed under this Agreement shall be subject to the conditions of carriage contained in or referred to in the traffic documents and as far as existing to the General Conditions of **Carriage of the Carrier**. The Carrier or the Company will issue traffic documents of the Carrier in accordance with the requirements, practices and procedures of the Carrier. Charterer, passengers and shippers of cargo will be bound by the terms and conditions of the issued traffic documents. Charterer undertakes to cooperate in supplying all information in connection with passengers, baggage and cargo in due time for the completion of the traffic 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 state under which rules the Carrier is operating and in the states overflown and in which landings are made.

Failure by the Charterer. The Charterer shall indemnify the Company against any costs, claims, damages or liability of any sort that may fall upon the Company by reason of any failure to comply with this Agreement or with any regulation or condition in force at the time of commencement of the flight, and in particular the Charterer shall indemnify the Company against any damages that the Company may suffer in the event of the Air Operator's Certificate of the Carrier being withdrawn on the grounds of failure to comply with this Agreement.

Liability / Insurance. Unless otherwise agreed in written in this Agreement, the Company and the Carrier, their officers, employees and agents who take part in the execution of this Agreement shall never be subject to any other and/or higher liability than the liability provided in the Warsaw Convention of the 12th of October 1929, or that Convention as amended at The Hague on the 28th of September 1955, whichever, is applicable, even when the carriage is not an „international carriage as defined by that Convention. In case of substitution by another carrier, the Convention of Guadalajara of the 18th of September 1961 is applicable. The Company ensures that the Carrier shall throughout the term of the Agreement maintain the insurance coverage according to the liability requirements of the Conventions as mentioned herein.

Applicable law / Jurisdiction. The Agreement, that is considered to constitute the entire understanding between the Company and the Charterer, is constructed according to and governed by the Belgian Laws and the applicable regulations of the European Community. The parties hereby will submit to the exclusive jurisdiction of the Belgian Courts. Any dispute or difference arising out of this Agreement shall be referred to the jurisdiction of the Courts of Antwerp. Should an action

instituted against the Company in another country where this provision would not be held valid, the dispute shall be finally settled under the Belgian Cepina rules about “arbitrage”.

If the Company or the Carrier brings any action or suit to recover payments due under the terms of this Agreement, or to enforce any of its rights or the obligations of the Charterer, the cost thereof, including reasonable attorney’s fees shall be borne by the Charterer.

Feel free to call or email us if you need any clarification.

The Aviation Factory

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Privacy Policy

Effective date: October 19, 2018

The Aviation Factory ("us", "we", or "our") operates the the-aviation-factory.com website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy.

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address: When signing up for our mailing list you provide us with your email address. It is important to note that you can unsubscribe at any given moment in case you no longer wish to receive our emails. An unsubscribe link can be found below any of our emails.
- Cookies and Usage Data

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.

- Preference Cookies. We use Preference Cookies to remember your preferences and various settings to improve your experience while using our website.
- Security Cookies. We use Security Cookies for security purposes.

Use of Data

The Aviation Factory uses the collected data for various purposes:

- To provide and maintain the Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Belgium and choose to provide information to us, please note that we transfer the data, including Personal Data, to Belgium and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

The Aviation Factory will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Legal Requirements

The Aviation Factory may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of The Aviation Factory
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. Prior to the change becoming effective we will update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Your Rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Contact Us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at info@the-aviation-factory.com or by mail using the details provided below:

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