

# General Terms and Conditions

The General Terms and Conditions apply to only air transport performed by the company by the company Private Line Ltd. with registered seat in Kutlíkova 17 852 50 Bratislava 5 Slovakia, Identification No.: 43902821 registered in Companies register of District Court Bratislava, Section: Sro, insert No.: 49859/B („the company Private Line Ltd.“), any person („Customer“), excluding any other terms, indemnity or statements apart from the ones on which the parties explicitly agreed in writing. („General Terms and Conditions“).

## 1. Definitions

1.1. **Transport Contract** – any contract of air transport conducted by the company Private Line Ltd., which originates between the company Private Line Ltd. and the Customer on account of the Customer’s order submitted to the company Private Line Ltd. which is based on the Booking Confirmation by the company Private Line Ltd. submitted to the Customer, and on account of Confirmation of Transport submitted by the Customer to the company Private Line Ltd., pursuant to The Art. 2.1 of the General Terms and Conditions.

1.2. **Aircraft** – any plane that is subject to confirmation and Transport Contract concluded between the company Private Line Ltd. and the Customer.

1.3. **Customer** – any person being transported by air or making a suggestion that the company Private Line Ltd. carries out the transport.

1.4. **Client** – any person who have concluded an Agreement on providing services within air transport carried out with the company Private Line Ltd.

1.5. **Additional services** are any services thereafter which the company Private Line Ltd. provides for on account of Agreement on transport concluded between the company Private Line Ltd. and Client or Customer:

confirmation of requested transport/transfer at the destination,  
hotel booking,  
restaurant booking,  
tickets booking (theater, the cinema, various sports events etc.),  
providing for fresh flowers,  
colds refreshment on board (sandwiches, sushi, salads, etc.),  
any other services the parties agreed on in writing.

1.6. **Transport Price** – the rate amount payable for a transport by the Aircraft agreed on in Booking Confirmation and Confirmation of Transport consisting of the Flight Price and Additional Price (as specified in The Art. 5.1 of the General Terms and Conditions) and which, on behalf of Customer, shall be in Euro or other currency upon which the parties agree in the Booking Confirmation and Transport confirmation.

1.7. **Confirmed flight** – the flight confirmed by the company Private Line Ltd. and the Customer in conformity with The Art. 2 of the General Terms and Conditions.

1.8. **Flight schedule** – designated departure, arrival and any other stop over sites, departure and arrival time on which the company Private Line Ltd. and the Customer agreed, together with any amendments and supplements brought about during the transport performance and on account of agreement between the company Private Line Ltd. and the Customer.

1.9. **Business day** – is the day when banks in Slovakia are open, excluding Saturdays, Sundays and Bank holidays.

1.10. In the case that the company Private Line Ltd. provides the Client with transport performance, any terms beginning with a capital letter used in the General Terms and Conditions and are not defined in the General Terms and Conditions have the same meaning as the meaning to which the Agreement on providing air transport services concluded between THE COMPANY Private Line Ltd. and the Client refers.

## 2. Order, Booking Confirmation, Confirmation of Transport, Confirmed transport

2.1. After receiving an order from the Customer which will include number of passengers, departure time and site, and/or arrival time and site as the case may be, and detailed specification of Additional Services (provided that Additional Services are requested) („Order“), the company Private Line Ltd. will reply to Customer in writing which will include confirmation of receipt Order, number of passengers, type of aircraft, Flight Schedule and Transport Price consisting of two items – Flight Price and Additional Price as they are specified in The Art. 5.1 of the General Terms

and Conditions, and Additional Services which will be provided. („Booking Confirmation“). The Customer is to acknowledge the receipt of Booking Confirmation to the company Private Line Ltd., fill out full names of the passengers into designated place and submit a written statement in which the Customer expresses his consent and approval of the Booking Confirmation, Transport Price and General Terms and conditions in particular to the company Private Line Ltd. The Customer is obliged to submit the Confirmation of Transport without unreasonable delay and consistent with the timetable:

If the departure time of the Aircraft according to the Flight Schedule falls on the day after the service of Order and the Booking Confirmation, the Customer will submit the Confirmation of Transport on the day of the service of the Booking Confirmation, no later than by 6 P.M. CET, unless the parties agreed otherwise; or at least 2 Business Days prior to the Flight departure according to the Flight schedule, unless the parties agreed otherwise.

The transport is considered confirmed after the company Private Line Ltd. receives the Confirmation of Transport from the Customer, which is in accordance with the timetable as specified in The Art. 2.1 („Confirmed Transport“). This is to certify that the General Terms and Conditions, and the Confirmation of Transport are deemed binding for both, the company Private Line Ltd. and the Customer. In order to exclude any doubts, if the company Private Line Ltd. does not receive the Confirmation of Transport subject to the provisions of The Art. 2.1, the transport is not regarded a Confirmed Transport and the General Terms and Conditions, the Order and Booking Confirmations are not binding to the company Private Line Ltd.

Execution of the Flight Schedule is conditioned by obtaining all the necessary authorizations including the flight departure and arrival permit (landing) should not unusual circumstances occur.

### 3. Discretions and duties of the company Private Line Ltd.

3.1 The company Private Line Ltd. will provide the Customer with an Aircraft, the crew, fuel and entire equipment necessary the Flight Schedule execution. The company Private Line Ltd. and the Customer agreed that the company Private Line Ltd. is entitled, at the company's discretion, to replace or change the airfreighter or the Aircraft suitable for the transport without any previous notification to the Customer and any additional liability.

3.2. The company Private Line Ltd. will make a great effort to provide for adequate training of the company's crew with a view to providing agreed service at the top quality.

3.3. No other services are components of transport performance apart from such Additional Services which were agreed on in writing in the Booking Confirmation and Confirmation of Transport.

3.4. The company Private Line Ltd. reserves the privilege to anytime reject accepting the Customer or any of the Customer's passengers on board should the company deem so necessary and/or appropriate with regard to their behavior in particular, and will charge the Customer any costs related to the Customer's or any of the Customer's passengers' behavior which results in financial loss or damage. Such costs also include costs for the crew and pilots (such as refreshment and accommodation) and other costs resulting from the delay of the Flight Schedule caused by such behavior.

3.5. Should the Aircraft designated to execute the Confirmed Transport not be available for any reasons (whether it is prior or after the Flight Plan coming into use), the company Private Line Ltd. will make a great effort as to provide for another suitable airfreighter for the same price. Should it be not possible, the company Private Line Ltd. will make a great effort as to provide for an alternative airfreighter and/or an Aircraft for the price as comparable as possible with the original price of the Transport Price and the Customer is to settle the advanced Transport Price. Parties agree that an increase in the Transport Price which will not exceed 25% of the Transport Price, will be regarded acceptable and at the same time, it will be regarded the most optimal price and the price closest to the Transport Price upon in the Confirmation of Transport. In case the increase in the Transport Price does not exceed 25% of the Transport Price, no new Booking Confirmation and Confirmation of Transport are required to be submitted between the parties.

The company Private Line Ltd. is obliged to inform the Customer about the increase in the Transport Price and such announcement will be considered as the supplement to the existing Booking Confirmation and Confirmation of Transport; transport will be regarded as Confirmed Transport subject to the referred-to requirements in a word of announcement by the company Private Line Ltd..

In case the difference between the Transport Price and increased Transport Price exceeds 25% of the Transport Price, the company Private Line Ltd. will provide the Customer with a new Booking Confirmation, which will include information subject to The Art. 2.1 of the General Terms and Conditions, and the Customer will submit the company Private Line Ltd. with a new Confirmation of Transport which will include information subject to The Art. 2.1 of the General Terms and Conditions. The new Booking Confirmation and the new Confirmation of Transport replace the

original Booking Confirmation and the original Confirmation of Transport. Should the parties fail to duly exchange the Booking Confirmation and Confirmation of Transport subject to The Art. 2.1, the transport will not be regarded a Confirmed Transport, and the General Terms and Conditions together with the Order will not be deemed binding by the company Private Line Ltd.

3.6. If THE COMPANY Private Line Ltd. fails to resite the Aircraft subject to The Art. 3.5 of the General Terms and Conditions, the company bears no liability and the Customer is obliged to pay up for the carried out part of the Flight plan and the services the Customer was provided.

3.7. The company Private Line Ltd. reserves the privilege to decide whether and when the flight can be carried out safely and where the Aircraft should land. The company Private Line Ltd. does not bear any liability for the cancellation or changes to the Flight Schedule arising from such decisions. The privilege of The company Private Line Ltd. also includes the privilege to make any stopovers in order to refill the fuel and reserves, or carry our repairs, or any acts the company deems necessary in order to ensure the company's security, the Aircraft protection, the pilots' and passengers' safety including executing the flight by an alternate aircraft in particular and communication via collect call. The company Private Line Ltd. does not bear any liability for delays or impossibility to act resulting from the reasons out of the company's control either.

#### 4. Customer's duties

4.1 The Customer is obliged to provide all data related to him and all his passengers on time, so that all flight papers and other documents can be dully issued on time. The company Private Line Ltd. does not bear any liability for any faults of its services or for its delay caused by incorrect, misleading, false, inaccurate or missing information or documents.

4.2 The Customer will appear and provide for appearing all the passengers at the designated departure site at the time designated for check-in as stated in the Booking Confirmation and/or as the company Private Line Ltd. stated in writing. Having agreed upon with the Customer or passengers, the company Private Line Ltd. is entitled to take off as intended, even without all the passengers on board. Furthermore, the company Private Line Ltd. does not bear any liability related to the passengers who missed their flight and reserves a privilege to cancel the flight claimless to the Transport Price refund or discount from the Transport Price, should the Aircraft have to wait for over three (3) hours.

4.3 Should the Customer or any of his passengers fail to check-in in the designated time, i.e. in the time designated by the company Private Line Ltd., the Customer must settle all costs (i.e. additional airport fees, costs related to additional crew – such as their accommodation, catering and refreshments) sequent upon respective delay and will reimburse the company Private Line Ltd. or any other third party effected by such delay.

4.4 The Customer agrees that in case he fails to check – in in the time the company Private Line Ltd. stated in the Booking Confirmation in writing or otherwise the parties agreed upon, the Aircraft will wait up to only three (3) hours. The Customer is obliged to pay the fee of 200 Euro for the second hour of waiting and 400 Euro for the third hour of waiting. The first hour is not subject to any fees for waiting. After waiting to no purpose for three (3) hours, the Transport is regarded carried out and the Customer is to settle the Transport Price.

4.5 The Customer is also responsible for and bears all the costs which arise from the delay caused by unfavorable weather conditions, including but not solely, the costs arising from defrosting, delays in flight intervals, additional aircraft phase-out, aircraft parking, as well as any additional airport fees and costs spent on crew such as their accommodation, catering and refreshments necessary due to such delay.

4.6 In case the flight is partly cancelled, the Customer bears all costs associated with the following transport.

4.7 All decisions related to the flight schedules (including the decisions to omit or change the stopovers if needed), when and how to take off and land, airworthiness, the weather or any other things which could have an impact on a safe performance of the Aircraft and passengers' safety are made by pilot (or in case of his absence by the co-pilot) and the Customer is obliged to pay for the increase in the Transport Price resulting from the change of the Flight Schedule, the pilot or the co-pilot deemed necessary. In case any flight subject to the Flight Schedule is diverted to another airport, the flight is regarded carried out subject to the Flight Schedule despite the diversion; no reimbursement or discount from the Transport Price will be provided and the Customer bears all additional costs arising from such changes.

4.8 If the company Private Line Ltd. and the Customer agree upon the amendments or changes of the Flight Schedule including additional special flights during the transportation, the Customer will cover any price increase as well as fees and costs resulting from such amendments and changes according to The Art. 5.4 hereinafter.

4.9 Parties agree upon maximal duration of aircraft positioning in the destination site for two (2) hours, and one (1) hour in the planned site of intermediate landing in order to load and unload, for custom examination and similar affairs, without any additional payments. Longer positioning and any other delays caused by the Customer and/or transported luggage will be charged to the Customer as payments of detention, and they be set out according to the circumstances. Such delay comprises especially non-delivery of transported luggage in a due time, inadequate or unacceptable packaging, delay in receiving of operational permits, inadequate custom documentation, delay caused by inadequate administrative procedures, delay in custom examination (for any reason), as well as delay in loading and unloading caused by the Customer and/or the luggage.

4.10 The Customer will ensure that nor the Customer himself neither the passengers would inflict any damage to the Aircraft, and he is also responsible for and will cover any costs related to the potential repairs of such damage, including any costs related to delay of the Flight Schedule resulting from such damage. The company Private Line Ltd. will send to the Customer an invoice for covering of such costs, and reimbursement of this invoice will be performed in accordance with The Art. 5 hereinafter.

4.11 The Customer explicitly agrees and accepts that the company Private Line Ltd. does not provide any guarantees nor warranties linked to transport of the luggage. Transport of the luggage underlies to the personal consideration of each responsible pilot. Moreover, amount and total volume of the luggage will always represent the main criteria in decision making whether the aircraft in question can be able to carry this particular amount and agreed number of passengers. The Customer is obliged to negotiate any questions regarding the transported luggage with the company Private Line Ltd., not later than during the reservation period (in time of booking confirmation). The Customer agrees that the company Private Line Ltd. will not provide any guarantees or warranties related to the damage, loss or theft of any luggage or its parts/components.

4.12 Only luggage of the passengers will be accepted for transport. The Customer will ensure that the luggage will be properly and sufficiently packaged for transport purposes, and the company Private Line Ltd. has a right to refuse loading of any luggage that is not properly secured and/or that does not meet the safety requirements of the particular airport, as well as any dangerous goods. Dangerous goods comprise explosives, pressurized gases, flammable liquids and solid substances, oxidizing agents, poisons, corrosive substances and radioactive materials, as well as any types of weapons. Each damages and costs related to the transport of such goods and/or to the situation when the company Private Line Ltd. was not informed about transport and presence of dangerous goods on board will be covered by the Customer. The Customer is responsible for any costs caused by any reason related to the transport of the dangerous goods, and he will compensate to the company Private Line Ltd. any liability in this matter (including the demands of any of the third parties towards the company Private Line Ltd.).

4.13 The Customer will ensure that the Customer himself as well as his passengers will have necessary travelling documents allowing them to be transported to the selected destination or destination according to the Flight Schedule, including especially visa and passports, and the company Private Line Ltd. does not guarantee nor it accept any responsibility related to requirements for entrance or exit from any selected country or state, and the Customer is responsible for and will compensate to the company Private Line Ltd. damages and any potential costs resulting from the case when the Customer or his passengers will not be able to submit requested documents.

4.14 The Customer will ensure that all passengers will follow all instructions of the company Private Line Ltd. related to the actual custom regulations, legislation, police, health care and other regulations and codes in force in the Slovak Republic as well as other countries and states that are referred to by the Flight Schedule.

4.15 The Customer is also responsible for and he will bear any additional costs for storage, terrestrial transport and custom examination of the luggage taken by himself or his passengers on the board, and that was announced by the company Private Line Ltd. to the Customer.

4.16 Damage to the luggage of the Customer or his passengers during any of the flights according to the Flight Schedule shall be immediately noticed by the Customer to the company Private Line Ltd.; in no case later than 2 Business Days after the respective transport performance.

The Customer agrees that he will not transfer the rights for transport by the Aircraft.

## 5. Payment conditions

5.1. Price for the transport consists of two items:

(a) Multiple of number of executed flight hours according to the Flight Schedule and the hourly rate („Flight Price”); and

(b) Sum of price of delivery of Additional Services agreed between the Parties, and navigation fees, approaching fees, costs of aircraft ground services (so called handling costs), parking costs, safety costs as well as airport fees („Additional Price”).

In the case when a Client is a Customer, the payment of the Flight Price set out in The Art. 5.1 a) will be done by subtraction of the due amount corresponding to the Flight Price from the Advance Payment, or when the total amount of Advanced Payment is not sufficient to cover the Flight Price it will be done on the basis of an invoice issued by the company Private Line Ltd., and this invoice will be payable on the fifth business day following the day of invoice issuance by the company Private Line Ltd. Payment of the Additional Price set out in The Art. 5.1 b) will be performed on the basis of an invoice issued by the company Private Line Ltd. submitted to the Customer or to the Client, and this invoice will be payable on the fifth business day following the day of invoice issuance by the company Private Line Ltd.

In the case when the Customer is not a Client, payment of the Flight Price according to The Art. 5.1. a), and payment of the Additional Price according to The Art. 5.1. b) will be performed on the basis of an invoice issued by the company Private Line Ltd. to the Customer, and this invoice will be payable on the fifth business day following the day of invoice issuance by the company Private Line Ltd.

5.2. Payment of the Transport Price will be performed in the agreed currency, i.e. Euro, or currency agreed by the Parties in advance, without discounts or credits, unless the Parties agreed otherwise. In disregard of The Art. 5.1 hereinbefore, if the payment of Transport Price is not performed within 7 days after stipulation of Transport Price, the company Private Line Ltd. reserves itself a right to account to the Customer for the currency rate difference pursuant to any change or rate situation valid for the selected currency.

5.3. For the purposes of this provision, time is decisive, and non-payment of the Transport Price gives a right to the company Private Line Ltd. to cancel or to interrupt provision of any services and/or the Flight Schedule without any responsibility; the right of the company Private Line Ltd. to request payment of the non-paid amounts or debts from the Customer is not affected by this provision.

5.4. Any additional costs or expenses that do not comprise a part of Transport Price, especially additional costs or expenses set out in The Art. 3.4, 3.5, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.15 and The Art. 5.2 hereinbefore, as well as The Art. 6.3 hereinafter should be covered by the Customer within 5 business days after receiving of the invoice or another written notice related to such expenses from the company Private Line Ltd.

5.5. In the case of increased costs of the company Private Line Ltd. when meeting its obligations according to these General Terms and Conditions that are out of its control, the company Private Line Ltd. may notice such increased costs to the Customer. The Transport Price to be covered by the Customer will be increased, accordingly. In the case of delay in any payment of the Customer to the company Private Line Ltd., the Customer is obliged to cover the agreed penalty amounting 2% from the debt for each month of such delay.

## 6. Liabilities

6.1. The company Private Line Ltd. is responsible, and will cover to the Customer damages or losses in case of death or injury, luggage or freight damage or costs caused by delay, to the extent and according to the rules set out by the Warsaw Agreement dated 1929 (as amended by the Hague Protocol, Guadalajara Agreement, Guatemala Protocol as well as Montreal Protocols), Montreal Agreement dated 1999, or by the other treaties related to the air transport.

6.2. The company Private Line Ltd. is not responsible for and will not reimburse any damage or loss to the Customer that was caused by inadvertence of the company Private Line Ltd., its employees or representatives, or other, out of the scope of its responsibility set out in The Art. 6.1. Moreover, the company Private Line Ltd. is not responsible for any damage or loss to the Customer caused by force majeure according to the Art. 7 hereinafter. In order to exclude any doubts, all events listed under The Art. 7 are considered circumstances that exclude any responsibility.

6.3. The Customer will compensate the company Private Line Ltd. for all claims and costs (including fees and expenses for juridical services) related to any liability of the company Private Line Ltd. towards third parties (including passengers), for any damage or loss (including costs and expenses in full amount) resulting from any breach of the contract, incorrect or due act or failure to act of the Customer, its employees or representatives, or any passenger of the Customer, or for any delayed, failed or partially failed meeting of obligations of the Customer or its employees, representatives or passengers, as well as for any other reason or circumstance that form a reason for released liability of the company Private Line Ltd. according to the provisions of the Agreements or treaties listed under The Art. 6.1 hereinbefore.

6.4. When the company Private Line Ltd. is requested that in the case of accident with fatal consequences or injury of the Customer to provide to the Customer or to other persons qualified to request such compensation, to perform an advanced payment for covering immediate economical needs of such persons, the company Private Line Ltd. will provide such advanced payment immediately in requested amount, not later than within 15 business days from personal identification of a person qualified for such compensation. Such advanced payment does not mean

acceptation of responsibility and it may be accounted towards any further amount paid as damage compensation by the company Private Line Ltd.

## 7. Force majeure – circumstances of released responsibility

Any act, event or circumstances constitute the force majeure that cannot be influenced or controlled by the company Private Line Ltd., and that cause the company Private Line Ltd. is obstruction, limitation or disability to meet the Transport Contract obligations in a due time, including:

any situation out of the company Private Line Ltd. control as force majeure, war, hostile attacks (regardless the war was declared or not), terrorist attacks, strikes, uprisings, civil disorders, public demonstrations, sabotage, vandalism, fire, floods, earthquake, climatic conditions, epidemics, explosions, airport overloads, limitations of air transport in compliance with JAA and EASA, delays, embargo, or un-dissolved international conflicts - both, present, pending or known, as well as any delays, claims, circumstances or requirements caused directly or indirectly by such situations;

any labour disputes that influence the services provided by the company Private Line Ltd., strikes, phase-out of operation or other industrial trade disputes (not comprising only Parties or a contractual party);

any decision or requirement of any tribunal, governmental or other state authority;

any lack of personnel (business power), fuel or equipment and means of the company Private Line Ltd. or others;

any structural or existence change, however, lack of financial resources is not considered an event that could not be influenced or controlled by the company Private Line Ltd.;

any other event that could not be reasonably foreseen, predicted nor forecasted by the company Private Line Ltd.

## 8. Contract termination

8.1. Each contractual party has a right to cancel the flight(s) booked in the Booking Confirmation and Confirmation of Transport, not later than 3 days before the date of flight shown in the Booking Confirmation, Flight Schedule or agreed otherwise, by submitting of written notice to the other party. Such termination is not subject to cancellation conditions, however, the right of any party for damage compensation according to these General Terms and Conditions is not affected.

8.2. If the Customer cancels a flight that was booked according to the Booking Confirmation and Confirmation of Transport later than 3 days before the flight date shown in the Booking Confirmation, Flight Schedule or agreed otherwise, he is obliged to cover the following cancellation fees:

a) without notice / arrival to transport – 100 % of the Transport Price;

b) less than 24 hours – 85 % of the Transport Price;

c) 24 – 72 hours – 50 % of the Transport Price.

The Customer is obliged to cover the cancellation fee according to the Art. 5.4 hereinbefore. If the Customer has already covered the total amount of Transport Price according to the Art. 5, any amount exceeding the sums that could be refunded to the Customer according to these General Terms and Conditions shall be paid or reimbursed to the Customer.

## 9. General provisions

9.1. Any amendments to these General Terms and Conditions are effective only if agreed in writing.

9.2. Non-claim or delayed claim for any right or correcting feature according to these General Terms and Conditions does not mean abdication from this right or any other right or correcting feature according to these General Terms and Conditions. Individual or partial application of any right or correcting feature does not mean preclusion of further or different application of right or correcting feature.

9.3. Neither party shall transfer their rights nor obligations, general neither partial, resulting from this General Terms and Conditions, without prior written approval of the other party. Granting of approval cannot be refused without reasonable justification.

9.4. These General Terms and Conditions shall be regulated and construed according to the Slovak legislation. Any dispute that would arise between Parties in relation to these General Terms and Conditions will be finally settled either by Bratislava Arbitration Court established by Capitol Legal Arbitration s.r.o. or by respective general court of law of the Slovak Republic, the choice being made by the party initiating the litigation. Relationships that are not covered by these General Terms and Conditions shall be regulated by corresponding legal regulations and/or superior regulations.

9.5. For the purposes of these General Terms and Conditions, written form is considered sustained in case of fax

transmittal or other electronic means, e.g. electronic mail that allows to record the content of declaration of will in understandable form, while any communication related to these General Terms and Conditions is done in both, Slovak and English languages.

9.6. These General Terms and Conditions are issued in both, English and Slovak languages. In the case of difference between the individual language versions, the English version shall prevail.