

## ADVANCE AVIATION JET CO LTD

### TERMS AND CONDITIONS OF CARRIAGE

These terms and conditions of carriage form part of the contract of carriage (the Agreement) between Advance Aviation Jet Co Ltd (**AAJ**) and

[●], whose registered office is at [insert details of registered office] ("Charterer")

#### 1. DEFINITIONS AND INTERPRETATIONS

In this Agreement the following words and expressions will have the following meanings:-

“**AAJ’s Account**” means the cash deposit account of AAJ being:

for payments to be made in Thai Baht, account number 111-410-9857 with Siam Commercial Bank; and

for payments to be made in US Dollars, account number 111-200-4125-840 with Siam Commercial Bank.

“**Additional Services**” means any other service relating to the operation of any Charter Flights as agreed by the Charterer and AAJ in writing (whether by way of an amendment to this Agreement or by way of a separate agreement).

“**Aircraft**” means the aircraft listed in Section A of the Schedule or any other aircraft substituted in accordance with the provisions of this Agreement to be used in the performance of this Agreement;

“**Air Waybill**” means the standard AAJ air waybill from time to time;

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration.

“**Aviation Authority**” means Department of Civil Aviation of Thailand.

“**Business Days**” means a day (other than a Saturday, Sunday or public holiday) in Bangkok.

“**Charter Flights**” means any of the flights operated by AAJ on behalf of the Charterer as set out in the Invoice and, where necessary, any deviation to those flights (each a “**Charter Flight**”);

“**Charter Fee**” means the price payable by Charterer to AAJ as set out in Invoice;

“**Conditions of Carriage**” means these conditions of carriage from time to time and any other terms and conditions incorporated into the contract of carriage;

**“Departure Time”** means, in respect of each Charter Flight, the departure time stated in the Invoice for that Charter Flight.

**“Destination”** means, in respect of each Charter Flight, the airport, aerodrome or other destination of arrival specified in the Invoice for that Charter Flight.

**“Governmental Agency”** means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under statute).

**“Flight Itinerary”** means the standard AAJ passenger ticket from time to time.

**“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**“Termination Date”** means the earlier of:

date on which the Aircraft arrives at the Destination following Departure; or

the date on which this Agreement is terminated in accordance with the provisions of this Agreement.

**“Termination Invoice”** means the invoice detailing:

the applicable Cancellation Fee;

any amounts payable for any part or preparation of the Charter Flights actually performed; and/or

any expenses incurred in connection with the Charter Flights.

**“Unpaid Sum”** means any sum due and payable but unpaid by the Charterer under this Agreement.

## **2. CHARTER OF AIRCRAFT AND CREW**

2.1 AAJ agrees to charter the Aircraft and Charterer agrees to pay the Charter Fee and take the Aircraft on charter, in each case in accordance with the terms and conditions of this Agreement and any other terms and conditions incorporated into this Agreement.

2.2 AAJ agrees to provide the Aircraft to Charterer for the Charter Flights equipped, fuelled and with a competent crew who will be and remain the servants or agents of AAJ.

2.3 For the full terms and conditions, please refer to our Terms and Conditions of Carriage.

## **3. LICENCES AND PERMITS**

- 3.1 AAJ will apply for and use all reasonable endeavours to procure the grant to it of all airport slots, licences, consents and approvals required by the laws of the Thailand or of any country over, to or from which the Aircraft is to be flown on any Charter Flight and which relate to the operation of the Aircraft on that Charter Flight. All the terms of this Agreement are conditional upon the timely grant of all such licences, consents and approvals. Charterer will give AAJ all information and assistance necessary for AAJ to obtain such licences, consents and approvals.
- 3.2 Charterer agrees that it will comply and ensure that all passengers and persons interested in the cargo will comply with all the terms of any of the licences, consents or approvals referred to in Clause 3.1 and not to do any act which might prejudice the position of AAJ under those licences, consents or approvals. If AAJ has reasonable grounds to believe that Charterer or its passengers or persons interested in cargo is violating or will violate any of those licences, consents or approvals AAJ may refuse carriage to that passenger or of that cargo.
- 3.3 The Charterer agrees to ensure that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the Charter Flight. Charterer further acknowledges that it is the sole responsibility of the Charterer and/or the passengers to ensure that they have the necessary documentation, including but not limited to passports, visas or other permits.
- 3.4 If AAJ has grounds for believing that any passenger to be carried on any Charter Flight will not have the passports, visas or other documentation necessary to secure transit through any intermediate point or entry into any country of destination, AAJ reserves the right to require Charterer to deposit with AAJ a sum of money equal to the cost of returning any such passenger to the place of embarkation by normal scheduled air transport. The deposit will be refunded to Charterer when the passenger transits through any such intermediate port or enters into the country of destination as the case may be.

#### **4. TRAFFIC DOCUMENTS**

- 4.1 AAJ will, so far as possible, issue or arrange for the issue and completion of the Air Waybills and Flight Itineraries, but Charterer will be responsible for the delivery of those documents and the accuracy of all statements made on and in relation to those Flight Itineraries and Air Waybills. Charterer will be bound by the terms of Flight Itineraries, baggage checks and Air Waybills issued in connection with Charter Flights. All Air Waybills, Flight Itineraries and baggage checks to be issued under this Agreement will be delivered as soon in advance of the relevant Charter Flight as possible duly completed and in any event so as to give all interested parties a reasonable time in which to read and appreciate them.
- 4.2 Charterer agrees that neither Charterer nor any person to whom Charterer makes seats or space available on the Aircraft will overbook any Charter Flight.

#### **5. OPERATION OF THE FLIGHT**

- 5.1 Charterer acknowledges that the Aircraft is required for use by other Charterers and by AAJ for other flight programmes. If any Charter Flight is delayed as a result of any act or omission by or on behalf of Charterer (including but not limited to failure to deliver any cargo by the time specified in the Schedule), Charterer will pay AAJ liquidated damages at the rate set out in the Schedule. Charterer will also pay AAJ's costs, losses and expenses suffered or incurred as a result of such delay within 14 days after the service of invoice/s for these costs, losses and expenses PROVIDED THAT AAJ will nonetheless have the right to cancel any such Charter Flight (without prejudice to its right to claim liquidated damages up to the time of cancellation).
- 5.2 Please refer to our Terms and Conditions of Carriage for details of

## 6. LIABILITY

The Charterer **expressly acknowledges and agrees** that except as otherwise provided by law, AAJ's liability is limited as follows:

- (a) AAJ's liability will be reduced by any negligence on the part of the Charterer, its servants, agents, representatives;
- (b) AAJ will only be liable for damage to or loss of baggage where the Charterer can show that AAJ was negligent and that the baggage was in its care, custody and control at the time;
- (c) AAJ will not be liable for failure to carry any baggage on a Charter Flight, irrespective of whether there has been any charge (including but not limited to any excess baggage charge) made in respect of any particular piece of baggage. In the event of non-carriage of a passenger's baggage due to an act or omission of AAJ (where that baggage is within the passenger's authorised allowance or where an excess has been paid in respect of baggage over the allowance) AAJ will send the baggage to its destination by alternative means chosen by AAJ in its absolute discretion;
- (d) Except where the Charterer can show that AAJ acted with intent to cause damage to or loss of the baggage or recklessly and with knowledge that damage to or loss of the baggage could result, AAJ's liability will be limited to EUR 1,200; US \$1,800 per passenger in most cases.
- (e) AAJ will not be liable for the direct or indirect consequences of its compliance with applicable laws, rules and regulations or the failure of the Charterer to comply with these laws, rules and regulations;
- (f) AAJ will not be liable for any actions, claims, proceedings, costs, losses or damages brought, incurred or suffered by or in respect of Charterer or any passenger carried or to be carried on any Charter Flight or any person interested in cargo carried or to be carried on any Charter Flight arising out of delay of any Charter Flight;

- (g) AAJ will not be liable for any damage caused by the property of the Charterer, including but not limited to baggage and other items carried on board. Liability for any such damage remains with the Charterer;
- (h) AAJ will not be liable for damage to or loss of items carried on board, including but not limited to fragile or perishable items, specie, cash, gold, precious stones, negotiable instruments, securities, personal electronic devices, art, business and personal documents and records, title deeds, samples, passports and identity documents;
- (i) In relation to passengers carried pursuant to this agreement, AAJ will not be liable for any illness, disability or death resulting from the physical condition or any exacerbation or aggravation of such condition/s;
- (j) Except where expressly stated by AAJ, any exclusion or limitation of liability allowed by law or international agreement or convention is not waived by AAJ.
- (k) The obligations and liabilities of AAJ are in lieu of and expressly exclude any other liability to the Charterer or to any other person for direct, indirect, incidental or consequential damages (including, without limitation, loss of revenue, loss of profits or loss of contracts) regardless of whether any claim for such damages will be based upon or in negligence or any other tort, in contract, statute, or otherwise at law and any other such claim is freely waived by the Charterer.
- (l) The Charterer **expressly acknowledges and agrees** that the provisions of this Agreement, and specifically those dealing with liability, apply to any passengers carried pursuant to this Agreement, its servants, agents and employees.

## 7. CHARTERER'S INDEMNITY

The Charterer will not make any claim against AAJ and will hold harmless and indemnify AAJ (subject to the other terms of this Agreement) against any and all claims, proceedings, liabilities, costs, losses, expenses, damages, settlements, penalties or fines (of whatsoever kind and nature and whensoever made suffered or incurred, whether prior to, during or after the termination of this Agreement, in which case this indemnity will survive the termination of this Agreement) (each an “**Indemnifiable Loss**”) arising directly or indirectly out of or in connection with or are attributable to any possession, use or operation of the Aircraft or the carriage of cargo and/or passengers during the term of this Agreement or any breach by Charterer of any of the terms of this Agreement in relation to:

- (a) injury to or death of any employees of the Charterer, AAJ or third party, or their respective servants, agents or subcontractors (including any Subcontractor); or
- (b) damage to or loss of property owned by AAJ in the possession of, or operated for and on behalf of AAJ by, the Charterer,

to the extent that such Indemnifiable Loss is caused by an act or omission to act by the Charterer, except where such Indemnifiable Loss is caused by AAJ's (or its employees', servants', agents' or subcontractors' (including a Subcontractor's)) wilful misconduct.

## 8. FORCE MAJEURE

8.1 “**Force Majeure Event**” means any event which is beyond the direct control of a Party and, to the extent which the fulfilment of any obligations under this Agreement is prevented, frustrated or impeded as a consequence of any such event or by any statutes, rules, regulations, orders or requisitions issued by any Governmental Agency following such event, including but not limited to the withdrawal, failure to grant or failure to grant in a timely manner any permit, authorisation or approval required for any Charter Flights.

A Force Majeure Event, includes but is not limited to:

- (a) an act of God, flood or other natural disaster, war, hijacking, invasion, revolution, insurrection or military force
- (b) interference of authorities or officials, sanctions, requisition, seizure under legal process, quarantine, fire, explosion, unusually severe weather, accidents to or failure of the Aircraft or any machinery or apparatus;
- (c) labour disputes, strikes or lockouts, actual or threatened, whether of AAJ's employees or agents or of any other person;
- (d) lack of assurance to the satisfaction of AAJ of suitable aviation fuel;
- (e) any act, neglect, default or omission of any sub-contractor or person on whom AAJ relies to perform any of AAJ's obligations under this Agreement;

8.2 If a Force Majeure Event occurs and its effects continue for a period of 30 Business Days, either Party may deliver a notice to the other Party terminating this Agreement at any time after the date falling 30 Business Days after the occurrence of that Force Majeure Event.

## 9. TERMINATION

### Termination Events

Without prejudice to the Parties' rights under Clause 8.2, a Party has the right to terminate this Agreement immediately by delivering a written notice to the other Party:

- (a) if such other party (the “**Defaulting Party**”) has committed any material breach of this Agreement which is not capable of being remedied or which, if capable of being remedied, is not remedied

within 14 days after the Notifying Party has delivered a notice to Defaulting Party notifying it of such failure;

- (b) if any representation or statement made or deemed to be made by the Defaulting Party in this Agreement or any other document delivered by or on behalf of a Party under or in connection with this Agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (c) if the Defaulting Party:
  - (i) is or is deemed to be unable to pay its debts; or
  - (ii) does not hold or ceases to hold any required licence, consent or approval; or
  - (iii) makes or offers to make any arrangement or composition with or for the benefit of its creditors; or
  - (iv) sells all or substantially all of its assets or distress or execution are levied on any or all of the property or assets; or
  - (v) ceases or threatens to cease to carry on business or suspends or threatens to suspend all or substantially all of its operations (other than temporarily by reason of a strike); or
  - (vi) suspends payment of its debts or is or becomes unable to pay its debts as they fall due or commits any act of insolvency or bankruptcy or a petition or resolution for the making of an administration order for the bankruptcy, winding-up, or dissolution of the other party (other than a winding-up for the purposes of reconstruction or amalgamation of a solvent company) is presented or passed; or
  - (vii) files a voluntary petition in bankruptcy or insolvency or a liquidator, trustee, supervisor, receiver, administrator, administrative receiver or encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Defaulting Party;
- (d) if any action is taken or procedure is commenced in any jurisdiction by or in relation to the Defaulting Party which is similar to or analogous with any of the actions or procedures set out in Clause 0(c)(i) to 0(b)(vii); and
- (e) if the Charterer fails to meet its payment obligations under this Agreement, unless its failure to pay is caused by administrative or technical error and the Charterer makes a rectifying payment within 3 Business Days of the date on which such payment becomes due and payable.
- (f) if the Charterer commits any other breach of this Agreement, which is in the opinion of AAJ material, or if Charterer is a party to dishonest or fraudulent conduct in relation to this Agreement.

9.1 **Voluntary Termination**

Without prejudice to any rights or remedies available under this Agreement, either Party may terminate this Agreement by written notice to the other Party, in which case:

- (a) should AAJ exercise its right to terminate under this Clause 9.2, it will be under no obligation or liability to the Charterer under this Agreement beyond the refund of the sum actually paid for the Charter Flights (or part thereof), which remain unperformed and reserves the right to apply the amount of any sums received from Charterer to reimbursement of any costs, expenses or damages incurred or suffered by AAJ; or
- (b) should the Charterer exercise its right under to terminate this Agreement under this Clause 9.2, the procedure set out in Clause 9.3 below will apply.

9.2 **Termination Procedure**

- (a) Upon the occurrence of a Termination Event, the Charterer or AAJ (as applicable) may deliver a notice to the other Party confirming that this Agreement is terminated with effect on the date set out in the notice (which date may not be earlier than the date on which the notice is delivered).
- (b) Upon termination of this agreement:
  - (i) AAJ will provide the Charterer with a Termination Invoice, which will take account of any payment received by AAJ from the Charterer in accordance with Section C and/or Schedule 2 and

(ii) Include the following cancellation fee, where applicable:

<b>Notice given before the first departure day specified in Charter Quotation including positioning leg</b>	<b>Cancellation Fee as a total Percentage of the Quotation</b>
Upon Signing Charter Quote Agreement to 72 hours	25 %
Between 3 hours and 72 hours	50%
Less than 3 hours and No Show	100%

For the purposes of calculation of the cancellation fee, a No Show is defined as where the Charterer or the passenger/s do not arrive airport of departure within three (3) hours of the scheduled departure time and fails to provide notice.

(iii) once the Charterer has received the Termination Invoice, the Charterer will promptly, but in any case within 7 Business Days, settle the Termination Invoice.



## **10. SERVICE OF DOCUMENTS**

10.1 A document may be served on the recipient at -

- (a) the recipient's last known business address; or
- (b) any other address notified by the recipient as an address for service; or
- (c) the registered office of a recipient company if registered in England and Wales.

10.2 A document may be served -

- (a) by post; or
- (b) by fax; or
- (c) by personal delivery

10.3 A document is served -

- (a) if served by post: when the letter would be delivered in the ordinary course of post;
- (b) if served by fax: when transmitted;
- (c) if served by personal delivery: when delivered;

except that a document delivered outside of normal business hours at the place where it is received will be deemed served at commencement of business hours immediately following delivery.

## **11. LAW**

11.1 The courts of Thailand have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a “**Dispute**”).

11.2 The Parties agree that the courts of Thailand are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

## **12. MISCELLANEOUS**

12.1 No amendment or variation of the terms of this Agreement will be effective unless it is made or confirmed in writing by AAJ and the Charterer.

- 12.2 The Charterer will not without the prior written consent of AAJ assign, sub-contract or otherwise dispose of the benefit or burden of this Agreement nor any claim or right (whether to damages or otherwise) arising out of or in connection with this Agreement.
- 12.3 If any part any provision of this Agreement will be invalid or unenforceable, then the remainder of that provision and all other provisions of this Agreement will remain valid and enforceable.
- 12.4 This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement between the Charterer and AAJ in relation to that subject matter. The Charterer irrevocably and unconditionally waives any right it may have to rescind this Agreement or to claim damages for any misrepresentation in connection with this Agreement unless that misrepresentation was made fraudulently.
- 12.5 No failure or delay to exercise any right, power or remedy under this Agreement or partial exercise on the part of AAJ of a right, power or remedy will be or be construed as a waiver of it. The rights and remedies in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or in equity.
- 12.6 In this Agreement singular words include the plural and vice versa.

## **THE SCHEDULE**

### **SECTION A**

1. Aircraft Type: Gulfstream G200
  
2. Maximum Capacity:
  - (a) maximum payload: 1,837 kgs
  - (b) number of passenger seats: 10 seats
  
3. **Flight Details/Charter Fee** - As detailed on the relevant Quotation/Invoice

## **SECTION B - CONTROL OF CHARTER FLIGHT**

1. AAJ will use all reasonable endeavours to ensure that each Charter Flight is completed as specified in this Agreement. Any timings indicated in respect of a Charter Flight are approximate and form no part of AAJ's obligations under this Agreement. AAJ may in its sole discretion deviate from those timings. No servant or agent of AAJ is authorised to bind AAJ by any statements or representations in respect of the dates or times of any Charter Flight.
2. The Charterer acknowledges that neither the unavailability of slots, the inability of AAJ to obtain the necessary slots nor the failure to operate to the indicated scheduled will give the Charterer the right to terminate the Agreement.
3. The Captain of the Aircraft will have full operational control of the Aircraft at all times.
4. In performing the Charter Flights, AAJ can, in its absolute discretion:
  - 4.1 refuse to carry any passenger, baggage or cargo;
  - 4.2 decide the loads to be carried on the aircraft and how such loads will be distributed; and
  - 4.3 decide whether and when a Charter Flight may be undertaken and when and where the Aircraft will land
  - 4.4 put additional crew(s), engineer, staff on board when space is availablewhere such action is necessary for the safe commencement, operation and completion of the Charter Flights.
5. AAJ's decisions on the above issues and on any issue affecting the operation of the Aircraft and performance of the Charter Flights will be final and binding and Charterer agrees to accept all the decisions of the Captain and/or AAJ.
6. AAJ's decision as to the amount of space available on the Aircraft on all or any portion of a Charter Flight will be final and binding. AAJ will be entitled to utilize any unused part of the space available on the Aircraft for any purpose it deems appropriate (including but not limited to) use for its own personnel and/or cargo.
7. **Prevention and delays**

Should performance of the Charter Flights be prevented or delayed by:

any act or omission of the Charterer;

anyone acting on the Charterer's behalf, including, but not limited to, any passenger; or

any passengers and baggage arriving later than the time specified on Flight Itinerary (to be provided before the Departure Date ) prior to the Departure Time;

AAJ, in its absolute discretion, may:

depart at the Departure Time; or

delay the Departure Time.

Where AAJ delays the Departure Time in accordance with Paragraph 0 above, any and all costs associated with such delay, including, without limitation, any fees or charges levied by the airport of departure, will be for the account of the Charterer.

8. Diversions/inability to perform flight(s)

Should the Aircraft be diverted or unable to perform any (part or whole mission sector(s)) for any reason, including, without limitation, for weather, mechanical or other safety issues, from the Destination to another, such airport, aerodrome or destination will be deemed to be the Destination for the purposes for completion of that Charter Flight, AAJ may, at its absolute discretion, provide transportation from the substitute to the original Destination (the costs associated with this additional transportation will be for the account of the Charterer).

9. AAJ may at any time in its sole discretion substitute for the Aircraft one or more aircraft, without limitation as to number, type or configuration and whether or not operated by AAJ, in which event that aircraft or those aircraft will be deemed an Aircraft for all purposes of this Agreement.

## **SECTION C**

### **Terms of payment**

#### **Price quotation**

The cost estimate provided to the Charterer for the Charter Flights in the Quotation is an estimate and does not represent any legally binding agreement to provide the Charter Flights for the price stated therein.

#### **Charter fee**

The Charterer accepts and acknowledges that AAJ will not process its booking until AAJ has received written acceptance of the Quotation from the Charterer and that until payment is made in accordance with paragraphs 3 and/or 4 below, any aircraft contemplated or proposed for the Charter Flights remain subject to availability.

#### **Invoice**

Upon receipt of the Invoice, the Charterer will promptly credit AAJ's Account with 25% of the Charter Fee and in no event no later than **2 Business Days** from the date of the Invoice.

#### **Balance**

The Charterer will credit the Servicer Provider's Account with the balance of the Charter Fee no later than 3 business days prior to the designated departure time of the Charter Flights.

For flights to be operated within 72 hours of the designated departure time of the Charter Flights, the full amount is due and payable at the time of booking.

## **PAYMENTS**

### **Currency of Payment**

All payments under this Agreement will be made in Thai Baht or US Dollars, as specified in the Invoice, and clear of any Indirect Tax and bank fees.

### **Tax gross-up**

The Charterer will make all payments under this Agreement free from withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, the Charterer will, when making the payment to which the withholding or deduction relates, pay to AAJ such additional amount as will ensure that AAJ receives the same total amount that it would have received if no such withholding or deduction had been required.

## **Late Payments**

If the Charterer fails to pay any amount payable by it under this Agreement on its due date, interest will accrue on the Unpaid Sum from the due date up to the date of actual payment (both before and after judgment) at a rate of 2.0% per annum until the Unpaid Sum is paid in full.

## **Payment advice**

The Charterer will include its full name (for individuals) and registered or authorised name (for companies and entities), together with the Quotation number in its payment instructions and remittance advice.

## **FEES AND EXPENSES**

1. Each Party will be responsible for the payment of its own costs and fees in connection with the negotiation, preparation and execution of this Agreement.
2. Charges

The Charter Fee does not include any Charges. In the event that Charges are payable, these will be for the account of the Charterer. Charterer will on demand reimburse AAJ such costs, charges or expenses. The certificate of an officer of AAJ as to the amount of those costs, charges or expenses will be conclusive .

These Charges include but are not limited to:

Additional flight time or charges due to weather, air traffic control or any other factor outside the control of AAJ;

In flight telephone, internet or other communication charges incurred by the Charterer;

Damage beyond fair wear and tear caused by the Charterer;

Any costs or charges incurred for de-icing or for operations to reduce the need for de-icing, including but not limited to hangar charges;

Ground transportation for the Charterer arranged by AAJ;

Catering beyond AAJ's standard service.

Diversions requested by the Charterer or resulting from an act or omission of the Charterer, including but not limited to the death or illness of a passenger and unacceptable behaviour by a passenger.

any law or governmental requirement of any state relating to immigration or otherwise requires AAJ to remove the passenger from the Thailand or any other state, or

For one or more of the grounds set out in Section G.

**3. Additional Fees**

Should there be any:

Additional costs resulting from actual routes flown;

additional taxes or fees be imposed;

changes made to existing taxes or fees; or

changes made to the price of fuel,

by any Government Agent, the Aviation Authority or any Relevant Aviation Authority, such change being directly connected to the provision of the Charter Flights contained herein and implemented after the date of this Agreement, the Charter Fee will be amended to reflect such change in price, detailed above.

For the Additional Fees and for all Charges, all amounts are due and payable in accordance with the terms of the relevant Invoice/s.

All sums due and owing by the Charterer must be paid without any set off or counterclaim.

The Charterer makes the representations and warranties set out in this Clause to AAJ on the date this Agreement takes effect, that:

it is not required under the law of its jurisdiction of incorporation or where it is resident or at the address specified in this Agreement to make any deduction for or on account of Tax from any payment it may make under this Agreement; and

its payment obligations under this Agreement rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally

the Charterer will not be entitled to pledge the Aircraft or any part of it or the credit of AAJ for any purpose.



## **SECTION D**

### **Carriage of Cargo**

1. Charterer will comply with and will ensure that passengers and persons interested in the cargo comply with all applicable laws, customs and regulations (including but not limited to police and public health regulations) of any country to, from or over which the Aircraft may be flown including, but not limited to those laws, customs and regulations relating to package, carriage or delivery of cargo.
2. Charterer will not permit any cargo to be carried on the Aircraft on a Charter Flight unless an Air Waybill has been issued, completed and delivered to freight shippers and a Flight Itinerary including a baggage check in respect of their baggage has been issued to passengers.
3. If any cargo is to be carried on a Charter Flight, Charterer will deliver it at the time and place specified in the Schedule. The cargo must be packaged to the satisfaction of AAJ and in accordance with all international standards and recommended practices.

## **SECTION E**

### **Damages for Delay**

In the event of there being any delay in the commencement or completion of any of the Charter Flights caused or contributed to be Charterer or anyone acting on his behalf, liquidated damages will run against Charterer for the period of such delay at the rate of:-

The greater of US \$5,000 or THB 150,000 per hour or part thereof.

## SECTION F

### Notice of Liability Limitations

PASSENGERS ON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES KNOWN AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS (THE WARSAW CONVENTION SYSTEM), MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY.

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

Where the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury.
2. In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately EUR 1,200; US \$1,800) per passenger in most cases.
3. For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (approximately EUR 5,000; US \$7,500) per passenger in most cases.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; US \$10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.
2. 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage.
3. The carrier may also be liable for damage occasioned by delay.

Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

## **SECTION G**

### **Disruptive, Unruly and Dangerous Behaviour**

#### **Refusal of carriage**

AAJ may, in its absolute discretion, refuse to carry any passenger [or cargo] if AAJ decides that:

- i. Such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or
- ii. Such carriage would endanger or affect the safety, health or materially affect the comfort of other passengers or crew;
- iii. That passenger's mental or physical state, including any impairment from alcohol or drugs, presents a hazard or risk to themselves, other passengers, the crew or to property;
- iv. Such action is necessary as the passenger has failed to observe the instructions of AAJ or the crew;
- v. The passenger has failed to submit to a security check;
- vi. The applicable fare or any charges or taxes payable have not been paid;
- vii. The passenger does not appear to have valid travel documents, may seek to enter a country through which he is in transit and does not valid travel documents, destroys their travel documents during the flight or refuse to surrender such travel documents to the crew when so requested;
- viii. The ticket presented has been acquired unlawfully, has been purchased from an entity other than AAJ (or its duly authorised agent), has been reported lost or stolen, is a counterfeit or the passenger cannot prove that they are the person named in the ticket; and/or
- ix. The passenger has previously committed one of the acts or omissions referred to in (i) – (viii) above, or behaved in a disruptive, unruly or dangerous way on or in connection with a previous flight.
- x. The Charterer acknowledges that any decision made by AAJ in relation to refusal of carriage is final and binding.

#### **Limitation on Carriage**

Acceptance for carriage of children, incapacitated persons, pregnant women or persons with illness is subject to prior arrangement with AAJ, who may, in its absolute discretion, refuse carriage of such passengers. In the event that carriage of such passengers is agreed, that carriage shall be in accordance with the terms of this Agreement.

## **SCHEDULE 2**

### **BLOCK CHARTER FLIGHTS**

The following provisions apply to Block Hour charter agreements entered into between AAJ and the Charterer. These provisions are in addition to and not a substitute for the provisions of the Agreement **except to the extent they differ from the provisions of the Agreement.**

#### **Definitions**

In addition to Clause 1 of this Agreement, the following words and expressions have, except where the context otherwise requires, the respective meanings shown opposite them below:

**“Balance Statement”** means the statement to be provided by AAJ to the Charterer detailing the Block Hours’ Reduction and the Remaining Block Hours.

**“Block Hour Fee”** means the per hour fee payable by the Charterer to AAJ for the Block Hours to be used in connection with the Charter Flights and set out in the Invoice.

**“Block Hours”** means the total number of Flight Hours to be purchased by the Charter from AAJ in accordance with this Schedule.

**“Block Hours’ Reduction”** means the reduction equal to the Flight Hours to be applied to Remaining Block Hours following a Charter Flight.

**“Charter Period”** means the period set out in the Invoice during which the Block Hours must be fully used.

**“Flight Hours”** means the total number of hours in which the Aircraft is airborne.

**“Remaining Block Hours”** means the total number of Flight Hours to be provided by the Service Provider for and on behalf of the Charterer following any Block Hours’ Reduction and specified in the Balance Statement.

**“Termination Date”** means the earlier of the date on which:

the Remaining Block Hours is zero; or

this Agreement is terminated in accordance with the provisions of this Agreement.

### **PRICING**

#### Cost Estimate

The cost estimate provided to the Charterer for the Block Hours in the Quotation is an estimate and does not represent any legally binding agreement to provide the Block Hours for the price stated therein.

#### Block Hour Fee

The Parties will agree the Block Hour Fee in writing and this will be set out in the Invoice.

The Block Hour Fee will apply to the Block Hours as set out in the Invoice and during the Charter Period.

For any Block Hours remaining at the expiry of the Charter Period, AAJ reserves the right in its absolute discretion to:

- a) Refund any amounts less any applicable charges;
- b) Apply any amounts received for unused Block Hours to any outstanding fees, costs, expenses or damages incurred or outstanding at the Termination Date;
- c) Apply any amounts received for unused Block Hours to Block Hours in a new Charter Period at the prevailing rate for the subsequent Charter Period;

#### **Charter fee**

#### Invoice

Upon receipt of the Invoice, the Charterer will credit AAJ's Account with the Block Hour Fee as soon as is reasonably practicable, but in any event, within [72] hours of receipt of the Invoice.

#### Charges

The Block Hour Fee does not include any Charges. In the event that Charges are payable, the relevant provisions in Section C will apply.

#### Additional Fees

If any Additional Fees referred to in Section C above are varied, imposed or implemented during the validity of this Agreement, the Block Hour Fee will be adjusted accordingly.

## **Charter flight operations**

### Charter Flight Notice

The Charterer will provide the Charter Flight Notice to AAJ no later than [72] hours prior to the proposed Departure Time.

### Charter Flight Confirmation

Upon receipt of the Charter Flight Notice, AAJ will, as soon as is reasonably practicable, but, in any event, within 24 hours provide the Charter Flight Confirmation.

### Balance Statement

As soon as is reasonably practicable, but in any event, within [72] hours following a Charter Flight, AAJ will issue the Balance Statement to the Charterer.