

CHARTER AGREEMENT NO:

(10)(2g)

version 3

To: (10)(2g)	From: Ministerie van Buitenlandse Zaken
Address: (10)(2g)	Address: Rijnstraat 8 2515 XP Den Haag The Netherlands
VAT no. (10)(2g)	VAT no. (10)(2e)
Tel no. +31 (10)(2g)	Tel no.
Fax no. +31 (10)(2g)	Fax no.
E-mail (10)(2g) (10)(2e)	E-mail (10)(2e) @minbuza.nl

This Charter Agreement is made on 01 Jun 2021

We authorise (10)(2g) to book and confirm the following charter flight on our behalf:

From	To	Date	Flight #	A/C Reg.
EINDHOVEN	SANTA MARIA	01 Jun 2021	(10)(2g)	
SANTA MARIA	ZANDERY	02 Jun 2021		

1. The proposed flight schedule with all times stated in UTC is as follows:

Date	Airport	IATA / ICAO	STD / STA	Time	Flight #	A/C Reg.	Remarks
01 Jun 2021	EINDHOVEN	EIN / EHEH	STD	10:00	(10)(2g)		Cargo
01 Jun 2021	SANTA MARIA	SMA / LPAZ	STA	15:00			Cargo
02 Jun 2021	SANTA MARIA	SMA / LPAZ	STD	07:00			Cargo
02 Jun 2021	J.A. PENGEL INTL	PBM / SMJP	STA	14:00			Cargo

The above schedule is given subject to airport slot, airway slot approval / co-ordination and traffic rights.

2. Air Carrier and Aircraft Details

- Air Carrier

(10)(2g)

- Aircraft Type
- Max Payload
- Max Seating
- Cargo Config/Volume
- IATA Dangerous Goods

3. Passenger/Baggage/Cargo DetailsSector
Cargo

(10)(2g)

Sector
Cargo**4.** Catering
Not Applicable**5.** Charter price: USD 399.000,00 (Excl. Landing/Handling EHEH)

- Charter price is airport to airport only. Please see the annex attached showing costs that are included and excluded from the Charter Price. Charter Price is excluding VAT.
- Payload is subject to volume and loadability of the cargo as well as to conditions on the day and Captain's final decision.

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6. Payment terms:

Payment will be made by telegraphic transfer to the following bank account (SWIFT copy will be sent to (10)(2g) as proof of payment):

Bank details
Address
Account
IBAN
BIC

(10)(2g)

7. Cancellation:

- 25% of the Charter price if cancelled with immediate effect
- 50% of the Charter price if cancelled within 7 Days of departure
- 75% of the Charter price if cancelled within 72 Hours of departure
- 100% of the Charter price if cancelled within 24 Hours of departure, or after the scheduled departure time of the (positioning) flight

8. Demurrage:

Is chargeable at a rate of (10)(2g) per hour or part thereof.

9. Special Conditions of Carriage:

The Carrier reserves the right, without assuming any liability, to refuse carriage of the Cargo in any circumstances whatsoever, including but not limited to, where:

- The transportation, or exportation or importation of the Cargo is prohibited by the laws of any country from, to or over which the Aircraft is to be flown.
- The cargo is packed in a manner unsuitable for carriage by air
- The cargo is not accompanied by the requisite shipping documents
- The cargo is likely to endanger aircraft, persons or property.
- The carriage of cargo is excluded by the Carrier's General conditions of Carriage.
- Dangerous goods, perishables, fragile goods and other special cargo are acceptable only under the conditions set forth in the Carrier's General Conditions of Carriage applicable to the carriage of such Cargo.

The Carrier reserves the right, without assuming any liability, to refuse carriage of any Passenger in any circumstances whatsoever, including but not limited to, where:

- The passengers do not comply with any or all-applicable customs, police, public health, security, safety, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

10. Special remarks:

- The Carrier can refuse to carry potentially dangerous cargo that is not specified in writing in advance with UN number / class / any special packing instructions.
- Crew will be provided with a full set of cargo documents and passenger manifest.
- Cargo shall be made available for loading 3 hours prior to departure.
- Passengers shall report for check-in 3 hours prior to departure.
- The Charterer shall deliver the Cargo at the place nominated as per No 12 of this contract, properly packaged and documented, "Ready for Carriage" to the satisfaction of the Carrier.
- Any War Risk Insurance surcharges are excluded from the charter price and will be charged separately, if applicable.

11. Terms and Conditions of Carriage of the Carrier:

The applicable Terms and Conditions of the Carrier, which contain provisions, which may limit the liability of the Carrier in respect of death or injury to passengers, loss of or damage to baggage and/or cargo and delay to passengers, baggage and/or cargo may be obtained from (10)(2g) upon request or can be consulted on the Carrier's website (10)(2e)

12. Handling Agents departure / arrival airports:

EHEH :
Handling CGO : Eindhoven Air Base

Important

- (10)(2g)

behalf with the carrier.

- This agreement is subject to The General Charter Terms of (10)(2g) which are expressly incorporated into this agreement.
- By signing this Charter Agreement the Charterer declares to have received and to be familiar with General Charter Terms of (10)(2g) as well as with the applicable Terms and Conditions of the Carrier.

<p>Signed on behalf of the Charterer (Duly authorised signatory)</p> <p>(10)(2e) (10)(2e) (10)(2e)</p> <p>Date: 01 June 2021</p>	<p>Signed on behalf of (10)(2g) (Duly authorised signatory)</p> <p>(10)(2e) (10)(2e)</p> <p>Date: 01 June 2021</p>
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APPENDIX 1 TO CHARTER AGREEMENT NO:

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	Services	Costs to be paid by Air Carrier	Costs for the charterer's account to be paid by Air Carrier & recharged	Costs for the charterer's account	Costs not expected but if applied are for the charterer's account				
Airport Charges	Fuel								
	Landing								
	Air Security								
	Meteo / Weather								
	Lighting								
	Parking								
	Base Parking								
	Noise Charge								
	Airport Extension Fees								
Ramp Handling	Crew Changes								
	Passenger charges								
	Aircraft servicing								
	Loading / offloading services								
	Standard on- / offloading equipment								
	Non-standard on- / offloading								
	Other airport services								
Cargo Handling	Terminal charges / 512b's								
	Cargo / Warehouse charges								
	Import / Export charges								
	Customs Documentation								
	Cargo Storage								
	Cargo security screening								
	Cargo preparation / palletisation (B/B)								
Ramp Transfers									
Nav.	En-route navigation								
	Terminal Navigation								
	Permissions								
Other Costs	Additional insurance premiums								
	Delivery of special fixtures								
	Royalties / No objection fees								
	Aircraft de-icing								
	Others								
Crew	Hotel accommodation								
	Transport								
	Catering								
Passenger	Passenger Taxes								
	Security Fees / Taxes								
	Increased Passenger Insurance Taxes								
	Standard Catering								
	Upgraded Catering								
	Bar								
	Fuel Surcharges								
	VAT								
Signed on behalf of the Charterer (Duly authorised signatory)		Signed on behalf of (10)(2g) (Duly authorised signatory)							
(10)(2e) (10)(2e) (10)(2e)		(10)(2e) (10)(2e)							
Date: 01 June 2021		Date: 01 June 2021							

APPENDIX 2 TO CHARTER AGREEMENT NO:

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The Charter Price shall be paid in accordance with the following Payment Schedule:

Date Payable	Description	Amount in USD
02 Jun 2021	Full Payment	399.000,00

Date Payable is the date by which payment is to be received by (10)(2g) in cleared funds.

Any costs incurred by the Air Carrier and/or (10)(2g) on behalf of the Charterer will be invoiced at costs and are payable on receipt of invoice.

Charterer to note that bank transfers will normally take 3 working days before cleared funds are available unless Charterer orders "special clearance by their bank".

<p>Signed on behalf of the Charterer (Duly authorised signatory)</p> <p>(10)(2e) (10)(2e)</p> <p>Date: 01 June 2021</p>	<p>Signed on behalf of (10)(2g) (Duly authorised signatory)</p> <p>(10)(2e) (10)(2e)</p> <p>Date: 01 June 2021</p>
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(10)(2g)

THE GENERAL CHARTER TERMS of

(10)(2g)

INTRODUCTION:

(10)(2g)

The Charterer

(10)(2g)

The Passengers / Cargo

(10)(2g)

Terms and Conditions of Carriage of the Air Carrier

(10)(2g)

The Air Carrier

(10)(2g)

1. Definitions:

1.1 The following words and expressions where in these General Terms have the meanings given to them below:

The Agreement	the Charter Contract and any appendices or attachments hereto and these General Terms;
Aircraft	the aircraft described in the Charter Contract or any alternative aircraft substituted under General Term 2.2;
Charter Contract	the schedule of terms signed by both parties inclusive of the Appendices thereto;
Charter Price	the charter price set out in the Charter Contract;
Charterer	the person, firm or company entering into this agreement as identified in the Charter Contract;
Check-in Time	the time or times stated in the Charter Contract or otherwise notified to the Charterer by (10)(2g)
Flight	the flight or, as the case may be, each of the flights set out in the Charter Contract under the heading "Route/Schedule";
General Term	a General Term below;
Loss	any damage, injury, loss, partial loss, cost, claim or expense (including but not limited to cancellation charges, loss of profit, consequential and indirect loss or damage of any kind and liability to the Nominated Carrier) arising out of or in connection with the services provided by (10)(2g) or with this agreement;
Nominated Carrier	any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter and with whom the Charterer enters into contract of carriage;
STA	the scheduled time of arrival of the Flight set out in the Charter Contract;
STD	the scheduled time of departure of the Flight set out in the Charter Contract;
Travel Documents	all passenger tickets, baggage checks, air waybills and other documents required under the Montreal Convention or other applicable law;
Montreal Convention	the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999;
Warsaw Convention	the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case Guadalajara Convention of 1961.

2. Obligations of (10)(2g)

2.1 (10)(2g) shall arrange that the Nominated Carrier enters into a contract to provide the Aircraft properly manned, maintained, equipped, and fuelled for the period of the charter. The Charterer agrees that carriage will be provided by the Nominated Carrier and that the Nominated Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the charter. The Charterer agrees that, (10)(2g) having no authorization from the Nominated Carrier, the crew shall be the servants and agents of the Nominated Carrier and shall be authorized to take orders only from the Nominated Carrier unless otherwise agreed by the Nominated Carrier and recorded in writing. The Charterer herewith acknowledges to (10)(2g) that it recognizes that (10)(2g) is not in any way responsible for the acts, omissions or defaults of the Nominated Carrier or the failure of the Nominated carrier to perform its obligations.

2.2 If at any time prior to the STD the Aircraft becomes unavailable or unserviceable or the Nominated Carrier ceases trading, (10)(2g) at the explicit request of the Charterer, will undertake to use reasonable endeavours to find a substitute aircraft matching the Aircraft as closely as is practicable in all the circumstances. Any additional costs (that is those in addition to the Charter Price) incurred by (10)(2g) in obtaining such substitute aircraft will be borne by the Charterer. If (10)(2g) is unable to find a substitute aircraft within a reasonable time after the STD for reasons outside (10)(2g) control, (10)(2g) shall be under no liability towards the Charterer and shall (subject to the provisions of the next sentence of this General Term and provided that the Charterer has duly fulfilled its obligations hereunder) refund to Charterer such part of the Charter Price as previously paid by the Charterer to (10)(2g) as relates to the Flight(s), provided always that (10)(2g) has not previously paid such amounts to the Nominated Carrier. (10)(2g) may at any time without notice to the Charterer at (10)(2g) sole discretion set-off any amounts due by the Charterer to (10)(2g) against any payment due by (10)(2g) to the Charterer under this Agreement.

3. Obligations of the Charterer

3.1 Charterer shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with all relevant laws and regulations in the Netherlands and/or any other state of departure, transit or arrival under this Agreement. The Charterer shall comply in all respects with the conditions of all permits and licences granted for the Flight(s) and will procure such compliance on the part of all its passengers.

- 3.2** The Charterer shall timely provide all necessary information and assistance for the issuance of the Travel Documents and shall complete the Travel Documents in such form as the Nominated Carrier or (10)(2g) may require as soon as practicable before STD. It shall be the responsibility of the Charterer to ensure that properly completed Travel Documents are delivered to all passengers and shippers in accordance with applicable law, and that all passengers and shippers comply with the provisions of such Travel Documents. It shall also be the responsibility of the Charterer to advise each passenger of the applicability and the contents of the Terms and Conditions of Carriage of the Nominated Carrier, which Terms and Conditions of Carriage contain provisions which may limit the liability of the Nominated Carrier in respect of death or injury to passengers, loss of or damage to baggage and/or cargo and delay to passengers, baggage and/or cargo. The Terms and Conditions of Carriage of the Nominated Carrier can be obtained from (10)(2g) upon request and may be consulted on the website of the Nominated Carrier if so stated in the Charter Contract. The Charterer shall hold (10)(2g) harmless and shall fully indemnify (10)(2g) against any Loss incurred by (10)(2g) as a result of the Charterer's failure to comply with its responsibilities as per this General Term 3.2. In case of delay in commencement or completion of any of the services under this Agreement caused by the Charterer or anyone acting on his behalf, demurrage shall be due by the Charterer for the period of such delay at the rate as set out in the Charter Contract.
- 3.3** The Charterer acknowledges that, in order to ensure the safety of the Aircraft, passengers, crew or cargo, the captain of the Aircraft shall have absolute discretion to take decisions concerning the operation of the Aircraft. The Charterer agrees that any and all decisions of the captain of the Aircraft shall be binding upon (10)(2g) and upon the Charterer, any sub-charterer and all passengers. The Charterer shall be responsible for any failure by its sub-charterer and passengers to comply with such decisions. (10)(2g) shall have no liability to the Charterer in respect of any decision of the captain of the Aircraft and any consequences thereof, including any affect on the performance of (10)(2g) obligations under this Agreement. The Charterer shall indemnify (10)(2g) against any claim by any sub-charterer or any passenger of the Charterer arising out of any such decision of the captain of the Aircraft.
- 3.4** The Charterer shall hold harmless and indemnify (10)(2g) against any loss, damage, claims, demands, liabilities, proceedings and costs of any kind whatsoever arising from any act or omission on the part of the Charterer, its officers, employees or agents, any sub-charterer or any passenger of the Charterer whether arising in contract or tort (negligence) or otherwise or from any failure of the Nominated Carrier to comply with its contractual or other obligations in providing the carriage to the Charterer.
- 3.5** In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Nominated Carrier and (10)(2g), their respective officers, employees, servants and agents against any and all costs or expense whatsoever as incurred by the Nominated Carrier or (10)(2g) in respect thereof (inclusive of costs or expense incurred to return such passenger to the country of departure).
- 4. Loading and Embarkation**
- 4.1** The Charterer shall be solely responsible for and shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all Travel Documents and all necessary identity documents, visas and other documents required by the authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.
- 4.2** If the Flight is or is to be delayed beyond the STD by reason of any failure to comply with General Term 4.1 or any other act or omission on the part of the Charterer or any sub-charterer or any passenger, then (10)(2g) shall be under no liability whatsoever to the Charterer or any sub-charterer or any passenger and may, in its sole discretion, endeavour to make arrangements with the Nominated Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify (10)(2g) in full against any Loss incurred by (10)(2g) as a result of such delay. However, (10)(2g) reserves the right in such circumstances to cancel this Agreement or the affected Flight, and to charge the Charterer cancellation charges in accordance with General Term 10.3.
- 4.3** In the event that it is necessary in the captain's sole discretion for any Flight to be diverted in order to remove any passenger whose conduct or mental or physical condition is such as to cause discomfort or nuisance to other passengers or involve any hazard or risk to the passenger or other passengers or to property, then the Charterer shall indemnify (10)(2g) in full against any Loss incurred by (10)(2g) as a result of such diversion and removal.
- 5. Charter Price**
- 5.1** The Nominated Carrier is responsible for and the Charter Price therefore includes, unless otherwise specified in the Charter Contract, the cost during the period of the charter of fuel, oil, maintenance, landing, hangarage, parking, ground handling and the remuneration and expenses of air crew.
- 5.2** All other costs including (but not limited to) all licence fees, clearance fees, royalties and non-objection fees, baggage screening charges, security charges, increased airline insurance rates, customs duties, airport and passenger taxes, cargo ramp transfers, cargo preparation, stowage materials, pallet build, pallet break, cargo warehouse and terminal charges, storage charges, external crane hire, equipment normally not available at the airport of destination and/or arrival, connections to and from airports, ground accommodation and cabin services shall exclusively be for the account of the Charterer unless otherwise specified in the Charter Contract. The Charterer shall, without the need for any demand to be made, reimburse in full any such invoiced costs paid by (10)(2g) or the Nominated Carrier.

5.3 The Charter Price is subject to surcharge for any fuel, insurance, tax, direct operating cost, or cost arising from any departure from any flight plan caused by the lack of grant or invalidity of licences or permits, or currency variations imposed by the Nominated Carrier. The Charter Price excludes the cost of any de-icing which may be required as a result of adverse weather at any point during the flight. The cost of such de-icing is for the account of and responsibility of the Charterer and is payable immediately on receipt of invoice.

5.4 The Charter Price and all other charges provided for in this Agreement are exclusive of value added or sales taxes which shall be paid in addition by the Charterer at the rate ruling at the tax point.

6. Payment

6.1 The Charterer shall pay (10)(2g) the full Charter Price in Amsterdam in the currency stated and at the time specified in the Charter Contract without any set-off, deduction and without making any counterclaim. Time of payment of the Charter Price is of the essence of this Agreement. Payment of any other costs agreed between the Charterer and (10)(2g) and provided for in this Agreement, shall be made in Amsterdam in the currency stated in the Charter Contract. Such payment shall be made within two (2) weeks of the date of invoice or at least two working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing signed by the authorized signatory of (10)(2g)

6.2 If any payment is not received by the date specified in General Term 6.1, (10)(2g) may, without prejudice to any other rights or remedies it may have in respect of such default, cancel this Agreement with no further liability to the Charterer and (10)(2g) will be entitled to cancellation charges in accordance with General Term 10.3.

7. Licenses and International regulations

7.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Nominated Carrier by the relevant authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

7.2 If licences and authorities required for the operation of the Flight are in (10)(2g) reasonable opinion, not likely to be obtained in good time or where obtained are not likely to be retained, (10)(2g) shall have the exclusive discretion to cancel this Agreement without any or further liability to the Charterer except that (10)(2g) shall be obliged to refund monies paid by the Charterer.

7.3 The Charterer warrants on a continuing basis that, except where the Charter Contract expressly specifies the charter type as "sole use", both it and any sub-charterer are the holders of Air Travel Organiser's Licences, and that any bond or guarantee required to be maintained under the terms of any such licence is and will be in full force and effect during the period of this Agreement.

8. Delays, alterations and diversions

8.1 Subject to (10)(2g) obligations under and pursuant to General Terms 2.1 and 2.2 above, (10)(2g) shall have no responsibility for delays in departures or arrivals due to factors outside (10)(2g) control such as but not limited to air traffic control problems, adverse weather conditions or factors affecting the Aircraft whether resulting from any earlier flight or any other cause. Once the Aircraft has departed all STA's are indicative only.

8.2 If for any reason the Aircraft is diverted from any destination airport set out in the Charter Contract, the Flight or the affected Flight as the case may be, shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted.

8.3 Where, at the request of the Charterer, (10)(2g) arranges for passengers to be transferred to their original destination by alternative means of transport, it shall be deemed to arrange such service as agent only for the Charterer and shall under no circumstances whatsoever be liable for and Charterer shall fully indemnify (10)(2g) against any Loss incurred by (10)(2g) and arising out of such arrangements or transport. All costs of any such transfer shall exclusively be for the account of the Charterer.

9. Sub-contracts and assignments

9.1 In performing its obligations under General term 2.1 (10)(2g) shall be entitled to select as the Nominated Carrier any licensed commercial air transport operator to provide the Aircraft and crew and to operate the Flight and to provide any other ancillary services. (10)(2g) shall also be entitled at any time to change the Nominated Carrier identified in the Charter Contract to any other licensed commercial air transport operator of equivalent standard. Save where the Charter Contract identifies the charter type as "sole use" the Charterer may sub-charter the Aircraft but the Charterer shall nonetheless remain responsible for the performance of its obligations under this Agreement and for the acts and omissions of any such sub-charterer as if they were the Charterer's own acts and omissions.

9.2 The Charterer shall not be entitled to assign this Agreement without the prior written consent of (10)(2g) (such consent not to be unreasonably withheld).

9.3 This Agreement is entered into by the Charterer both on its own behalf and as agent for the sub charterer (if any) and all passengers and cargo owners. Charterer agrees that (10)(2g) shall have no greater liability to such persons than it has to the Charterer under General Term 12.

9.4 The Charterer shall also fully indemnify (10)(2g) against any Loss incurred by (10)(2g) as a result of any failure on the part of the Charterer or of any sub-charterer, passenger or cargo owner to comply with the provisions of General Terms 3 and 4 and against any liability to any sub-charterer, passenger or cargo owner in excess of the limits set out in General Term 12.

10. Cancellation and termination

- 10.1** The Charterer may cancel this Agreement at any time prior to departure (except in order to travel with another carrier) by notice in writing to (10)(2g) Upon such cancellation Charterer shall be obliged to make payment in full of the cancellation charges set out in the Charter Contract. (10)(2g) has the right to apply any monies paid to it by the Charterer against such cancellation charges.
- 10.2** (10)(2g) may terminate this Agreement immediately by notice in writing if:
- 10.2.1** The Charterer is on the due date in default with respect to the payment of any amount payable under this Agreement or commits any other breach of this Agreement which is incapable of remedy or which, if capable of remedy is not remedied within such reasonable time as (10)(2g) shall require; or
- 10.2.2** If the Charterer makes an application for the suspension of payments to its creditors or a petition is presented or a resolution is passed to wind up or dissolve the Charterer or an administration order is made in relation to the Charterer or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the Charterer or a bankruptcy order is made against the Charterer (or any partner in it) or the Charterer (or any partner in it) becomes insolvent or otherwise unable to pay his or its debts; or an analogous event to any of those in this General Term 10.2.2 occurs in respect of the Charterer in any territory whose jurisdiction the Charterer (or any partner in it) is subject; or if the Charterer suspends or ceases to carry on its business or in the opinion of (10)(2g) a material change of control in the business of the Charterer takes place.
- 10.3** If (10)(2g) shall terminate this Agreement under General Term 10.2 or in accordance with General Terms 4.2 or 6.2, the Charterer shall forthwith pay (10)(2g) cancellation charges in accordance with the Charter Contract. If (10)(2g) shall cancel one or more out of a number of Flights, the Charterer shall pay (10)(2g) cancellation charges based on such proportion of the Charter Price as (10)(2g) shall reasonably determine.
- 10.4** The Charterer shall indemnify (10)(2g) against any claims of any sub-charterer or passenger or Cargo owner or Shipper or Consignee arising out of the termination of this Agreement by (10)(2g) and shall pay to (10)(2g) forthwith all amounts then due and unpaid under this Agreement, together with interest due.

11. Force majeure

- 11.1** (10)(2g) shall not be liable for any default under this Agreement where such default is caused by any event beyond its control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of any authority or third parties, weather conditions, service bulletins, airworthiness directives, or accident to or failure of the Aircraft, its engines or any other part thereof or any machinery or apparatus used in connection therewith. (10)(2g) shall inform the Charterer as soon as reasonably possible if it becomes aware of any event referred to in this General Term which is likely to delay any flight beyond the STD.
- 11.2** Where there is any heightened threat of war, acts of terrorism, hijacking, or civil commotion, any benefits provided by (10)(2g) which are based on insurance coverage shall be subject at any time to any restrictions or change imposed by insurers at the time of Flight.

12. Limitation of liability

- 12.1** This Agreement does not constitute a contract of carriage. (10)(2g) is not and does not act as a common carrier or other carrier in respect of any of its obligations under of this Agreement. (10)(2g) shall not be deemed to be acting as a common carrier in respect of any of the carriage provided to Charterer by the Nominated Carrier. Neither shall the acceptance or performance by (10)(2g) of any of its obligations under this Agreement impute to it any responsibilities and liabilities of the operator of an aircraft.
- 12.2** Should (10)(2g) be deemed for any reason to be acting under or in connection with this Agreement as a carrier, then to the extent to which such carriage constitutes international carriage under the Montreal Convention or, in any jurisdiction in which the Montreal Convention does not apply, under the Warsaw Convention, any liability of (10)(2g) to the Charterer or passengers shall be subject to (and Charterer agrees that (10)(2g) shall have the benefit of) the provisions of the Montreal Convention or as the case may be, the Warsaw Convention.
- 12.3** In entering into this Agreement (10)(2g) neither acts nor holds itself out as a principal in respect of the provision of air services nor as a licensed air carrier and neither does (10)(2g) act as the agent of the Nominated Carrier.
- 12.4** Except to the extent that such liability is expressly provided for in this General Term 12, (10)(2g) shall be under no liability or obligation to the Charterer, its employees and agents or to the Charterer's passengers for any Loss or damage, whether arising out of breach of this Agreement or negligence or otherwise. In particular and without limitation, (10)(2g) shall have no liability for any economic, consequential, indirect or special damage or loss (including loss of profit or bargain or anticipated savings) arising out of or in connection with the performance or non-performance of any Flight or any other obligation of (10)(2g) under this Agreement. To the extent excluded by law, the provisions of this General Term 12.4 shall not apply to death or personal injury of the Charterer and its employees caused by (10)(2g) own negligence.
- 12.5** Except in the case of fraud or except where such statement or representation appears in the Charter Contract or is otherwise confirmed in writing and signed by an authorized officer of (10)(2g), (10)(2g) shall have no liability for any statement or representation made by any employee or agent on any matter connected with this Agreement.

13. No waiver

No failure or delay by either party in exercising any remedy, right, power or privilege under this Agreement shall operate as a waiver of the same.

14. Entire agreement

14.1 This Agreement shall constitute the entire extent of the agreement between the parties hereto in relation to the subject matter hereof and shall supersede all prior agreements and arrangements, whether written or verbal, between the parties.

14.2 No variation of these General Terms shall be effective unless made in writing expressed to be such a variation and signed by or on behalf of the parties by their respective authorized officers.

15. Law of Agreement and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and the parties irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands, for the resolution of any claim or dispute arising out of or in connection with this Agreement.

16. General

16.1 The headings of these General Terms shall be for convenience only and they shall not affect the interpretation of any part of this Agreement.

16.2 The Charterer and (10)(2g) agree that they do not intend that any provision of this Agreement should be enforceable by any party that is not a signatory party to this Agreement.

16.3 Should any provision of this Agreement be held to be unenforceable for any reason then it shall not affect the enforceability of any other provision of this Agreement.

16.4 Any notice under this Agreement shall be made in writing to the other party either by registered mail or by facsimile message to the address stated in this Agreement.

16.5 The Charter Price, payment terms and other commercial terms of this Agreement are confidential and may not be disclosed to third parties without prior approval.

IN WITNESS WHEREOF the parties hereto have, by their duly authorized signatories, signed this agreement.

Signed on behalf of the Charterer (Duly authorised signatory)	Signed on behalf of (10)(2g) (Duly authorised signatory)
(10)(2e)	(10)(2e)
(10)(2e)	(10)(2e)
Date: 01 June 2021	Date: 01 June 2021