

## 1. Terms and Conditions

- 1.1. The Carrier shall charter and the Customer shall take on charter the Aircraft on the terms and conditions, the "Terms and Conditions" herein contained that form an integral part of this Agreement.
- 1.2. In particular, the Terms and Conditions more particularly specified in the attached quotation, the "Flight Services" are the terms on which the Carrier is prepared to transport the Customer and/or its passengers and/or any permitted goods from an agreed point of departure to an agreed point of destination.
- 1.3. It is therefore acknowledged and agreed by the Carrier and the Customer that the terms of the Flight Services attached hereto are hereby incorporated into and form an integral part of this Agreement.
- 1.4. The signature by the Customer and the Carrier of the attached Flight Services shall constitute a binding contract between the Carrier and the Customer. Any signature to this Agreement by an authorized employee of the Customer or the Carrier shall constitute a binding contract of carriage between the Carrier and the Customer for the Flight Services.
- 1.5. The Carrier shall have the right to perform the Flight Services itself or through one of its operating companies (Arab Wings or Gulf Wings) and the parties agree that the contract shall be deemed performed if either of these parties provides the relevant services.
- 1.6. The Customer confirms on behalf of its passengers and hereby warrants that it has their authority to give such acknowledgment on their behalf, that no contract of carriage will exist between any passenger of the Customer and the Carrier, notwithstanding the issuance of any passenger ticket by the Carrier to such passenger(s). The Customer shall be liable for the payment of Flight Services and any additional costs set out in the Flight Services or that occur as a result of these Terms and Conditions as well as the cost of any damage or loss caused as a result of the Customer and / or any passenger.
- 1.7. It is the responsibility of the Customer to ensure that each passenger abides by these Terms and Conditions.
- 1.8. Any amendment to these Terms and Conditions shall only be valid if such variation or amendment has been confirmed in writing by the Carrier to the Customer and annexed to this Agreement.

## 2. Definitions

- 2.1. The following expressions shall have the following meanings:
- 2.2. "Agreement" shall mean this charter agreement terms and conditions which includes the whole of this agreement and the Flight Services attached hereto;
- 2.3. "Aircraft" shall mean the XXX with registration mark XXX
- 2.4. "Flight Services" shall mean; the flight services that are attached to and that form a part of this Agreement;
- 2.6. "Flight Schedule" shall mean the flight schedule as defined in the Flight Services;
- 2.7. "Terms and Conditions" shall mean all the terms contained in this Agreement along with the Flight Services attached hereto;

## 3. Flight Approval

- 3.1. The foregoing are all subject to all the relevant authorities granting traffic rights and the over flight permission.
- 3.2. Each flight shall be operated on the charter basis and is subject to timely receipt of necessary traffic and over flight permits being obtained.

## 4. Laws and Traffic Regulation

- 4.1. The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of [Jordan OR United Arab Emirates] or any other country, to from or over which the Aircraft is flown. The Carrier shall, apply for and use its reasonable endeavors to procure the grant of all licenses or permits required by the laws of [Jordan OR United Arab Emirates] and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule.
- 4.2. The Customer shall comply with and use its best endeavors to cause all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft to observe and comply with all traffic regulations of the Carrier and all customs, police, public health and other laws and regulations which are applicable in the countries in which flights are originated, landings are made or over which flights are made.

## 5. Aircraft and Crew

- 5.1. The Carrier will provide an airworthy aircraft for the Customer's use, properly equipped, manned and fuelled for the performance of the flight(s) under this Agreement.
- 5.2. The Carrier may at its absolute discretion substitute alternative carriers or aircraft suitable for the transportation of the route specified in the Flight Schedule. These Terms and Conditions will apply *mutatis mutandis* to any substituted aircraft.
- 5.3. If at any time prior to the flight departure as specified in the Flight Schedule, the Aircraft becomes unavailable or unserviceable for any reason whatsoever, the Carrier will endeavor to find another Aircraft at a similar price to the Charter Price if the same is acceptable to the Customer. If however, the Carrier does not elect to substitute another aircraft, the Carrier shall return the Charter Price to the Customer and shall be under no further liability whatsoever to the Customer. However, the Customer will remain liable to pay for any part of the Flight Services that have already been provided.
- 5.4. The crew who shall be employees of the Carrier shall, unless otherwise provided herein, fly the Aircraft in accordance with the Flight Schedule during the period specified therein.
- 5.5. The attached Flight Services are based upon any flight only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be circumstances that necessitate a change in the Flight Schedule or routing as a result of a request by the Customer and/or any passenger or due to the conduct of the Customer and/or any passenger, which results in the performance of the revised Flight Services exceeding the limits of crew duty time, the costs of any additional crew will be invoiced to the Customer separately and in addition to the agreed Charter Price. The Carrier's ability to satisfy any variation in the Flight Services shall always be subject to the availability of additional crew and where such a requirement arises, the Customer acknowledges and agrees that if the Carrier has to use an enlarged or second flight crew, this may necessitate crew being in the cabin during the flight.

## 6. Discretion of the Captain

- 6.1. The captain of the Aircraft shall have absolute discretion:
- 6.1.1. to refuse any passenger(s), baggage, cargo or any part thereof;
  - 6.1.2. to decide what load may be carried on the Aircraft and how it shall be distributed;
  - 6.1.3. to decide whether and when a flight may be safely undertaken; and
  - 6.1.4. where and when the Aircraft shall be landed.

## 7. Passengers and Baggage

- 7.1. All passengers must comply with any requirements (i.e immigration, customs, agriculture etc) at each destination. The Customer represents and warrants that all passengers must be in possession of a valid passport plus, where necessary, a visa, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight. The Carrier shall take absolutely no responsibility in case of non-compliance with any custom's requirements by the passenger.
- 7.2. Should there be any surcharges, fees fines or similar due to non-compliance, the Customer will be billed for such costs. The Carrier takes absolutely no responsibility with regards to visa requirements of passengers. Should there be any levy due to the lack of required entry documents of passengers or cargo the Customer will be billed for such costs.
- 7.3. Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.
- 7.4. Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided in Table 2.3.A of the IATA Dangerous Goods Regulations. Dangerous goods must be declared and comply with IATA Dangerous Goods Regulations. Goods must be packaged and marked correctly according to the appropriate authorities. The following items must be declared prior to the departure date:
- i. Drugs
  - ii. Weapons
  - iii. Hazardous Cargo
  - iv. Unusually Heavy or Large Items
- 7.5. The standard per person baggage allowance is one (1) 50-pound (23 kg) bag plus one (1) 15-pound (7 kg) hand bag. Certain aircraft have limited baggage capacity to carry more than the standard allowance. It is the responsibility of Client to bring to Gulf Wing's attention prior to the flight their desire to carry an amount of luggage greater than the standard allowance. This will allow Gulf Wings an opportunity to determine if the luggage can be carried. If the baggage is not declared to Gulf Wings the Captain has the absolute discretion to refuse to accept the baggage on the Aircraft.

## 8. Charter Price

- 8.1. The Customer shall pay the Carrier the Charter Price specified in the Flight Services in the manner therein provided and shall be responsible for, and pay the Carrier on demand, any other additional expenses incurred by reason of any further request of the Customer. Time shall be of the essence of the Aircraft Charter Agreement and any non-payment of any due amount shall entitle the Carrier to suspend or cancel the Flight Schedule (or any portion thereof) without warning or liability and without prejudice to the Carriers right to claim from the Customer and any and all monies remaining unpaid or becoming due to the Carrier consequent upon such suspension or cancellation.
- 8.2. The Customer shall pay the Charter Price and in the currency stated and at the time specified in the Flight

Services attached hereto and any additional costs to be paid under this Agreement.

- 8.3. The Carrier reserves the right to adjust the Charter Price in the event of any Government Authority imposing new taxes or fees / and/or increasing existing taxes and fees directly connected with the flight transportation and for changes in the fuel price implemented after the date of this Aircraft Charter Agreement.
- 8.4. The Carrier reserves the right to adjust the Charter Price due to any change of the rate of exchange from the date of signature of this Agreement until completion of payment of the Charter Price. Any adjusted amounts payable by the Customer pursuant to this Agreement shall be notified to the Customer as soon as reasonably practicable and shall be paid by the Customer in accordance with this Agreement.
- 8.5. If an agreement cannot be reached as to their adjustment of the Charter Price, the Carrier shall have the option to cancel this Agreement without compensation.
- 8.6. Any payment due under this Agreement must be made in conformity with the rules and regulations of all governments concerned and must be accompanied by authorization necessary for conversion and transfer of such currencies as may be required by the Carrier.
- 8.7. Operation of the Aircraft, the cost of crew, clearance fees, baggage clearance charges, fuel, oil, lubricants, maintenance, navigation fees, airport charges and VIP lounge fees subject to this Clause 8, are all included in the Charter Price unless specified otherwise at the time of confirmation.
- 8.8. Ground transportation, license fees, royalties, customs duties, airport and passenger taxes, connections to and from airports, ground accommodation, ground transfers, cabin service, any additional catering requests, deicing and any other additional costs whatsoever shall be paid by the Customer and are not included in the Charter Price. Any such additional costs shall be invoiced by the Carrier to the Customer and shall be paid on demand thereafter.
- 8.9. Onboard satellite telephone and internet costs shall be invoiced by the Carrier to the Customer and shall be paid on demand thereafter.
- 8.10. The Charter Price shall be exclusive of value added tax (VAT) or sales tax which shall be paid in addition by the Customer at the rate applicable at the date of this Agreement.
- 8.11. If any payment is not received by the Carrier from the Customer by the date specified in the Payment Conditions, the Carrier 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 Carrier and the Carrier shall be entitled to Cancellation Charges from the Customer in accordance with the Flight Services.
- 8.12. In the event that any immigration authorities refuse entry to any passengers and the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of doing so shall be payable by the Customer to the Carrier immediately upon demand.

## 9. Demurrage

- 9.1. In the event of delay of flight caused by acts of the Carrier or its agent then a demurrage charge of 1000 USD per hour of delay will be charged by the operator commencing from one hour after scheduled time of departure. In any event that aircraft is grounded or prevented from departure from the airport by any authorities/agencies for any cause or reasons, the Carrier shall be billed for additional charges to be paid to the operator at the rate of 15,000.00 USD per day.

## 10. Administration Charges

10.1. Administration Charges shall be charged (unless otherwise agreed in writing between the parties) at the rate of 15% per annum on all outstanding accounts that are not paid within fourteen (14) days from the date that payment is due under these Terms and Conditions and Flight Services as applicable.

## 11. Force Majeure

11.1.1. The Carrier reserves the right, at any time, to suspend or cancel the provision of Flight Services, redirect the flight, and/or provide the Customer with another similar aircraft at the additional cost if the Customer or cancel the Flight Services without further liability to the Customer in the event that the Flight Services cannot be completed in accordance with the Customer's requirements due to war, warlike events infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions, or any other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due no other factors over which the Carrier has no control, or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the captain or of the Carriers personnel "**Force Majeure Event**". And/or provide the Customer with another similar aircraft as the additional cost to the customer.

11.1.2. Where the Carrier cancels this Agreement having commenced but not completed the Flight Services due to the Force Majeure Event, the Customer shall only be charged on a pro rata basis for the portion of the Flight Services performed and any balance shall be refunded to the Customer.

11.1.3. In the event that a Force Majeure Event occurs prior to the commencement of the Flight Services and no suitable solution can be found in the reasonable opinion of the Carrier, the Carrier reserves the right to cancel this Agreement without liability to the Customer. In this case the Carrier shall credit the Customer with an amount corresponding to the flight in question minus all expenses already incurred.

11.1.4. Unless stated otherwise in mandatory legislation, the Carrier shall not be liable for damage or loss as a result of or arising, directly or indirectly, in connection with the above mentioned circumstances.

11.1.5. The Carrier shall not be liable for any loss or damage of any nature whatsoever to the Customer or its passengers arising from any delay that has occurred as a result of a Force Majeure Event.

## 12. Non-Performance, Delay and cancellation

12.1. In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of the Carrier, including but not limited to, the actions of third parties such as passengers, labor difficulties, Force Majeure Event or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, the Carrier shall use its reasonable endeavors to perform or continue the Flight Schedule but otherwise shall have no liability to the Customer or any passengers for such non-performance or delay and any time so lost shall not count in computing demurrage.

12.2. Notwithstanding Clause 11.1 above, the Customer shall be liable to pay the Carrier such proportion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passengers' expenses and any additional charges payable by the Customer pursuant hereto.

12.3. If the performance of the Flight Schedule is prevented or delayed through any fault of the Customer or anyone acting on its behalf including any passenger arriving later than 30 minutes before departure, the Carrier may at its absolute discretion and without liability depart as scheduled or delay departure. Any additional expense attributable to such delayed departure shall be borne by the Customer.

12.4. Flight Services shall be deemed cancelled and the Cancellation Charges shall apply as specified therein in the event of:

12.4.1. Cancellation of any booked flight communicated by the Customer to the Carrier in advance of the commencement of Flight Services (please see Clause 13.3.1);

12.4.2. A delay of any passengers and or Customer in excess of 60 minutes to the scheduled time of departure as per the Flight Schedule unless specifically agreed by the Carrier in advance of the flight;

12.4.3. A no show of either the Customer or the passenger;

12.4.4. Any refusal of the Customer and/or its passengers to comply with the instructions of the captain for flight safety and/or security reasons leading to the captain to reasonably deem it necessary to cancel or terminate a planned flight.

## 13. Additional Flights

13.1. If the Customer requests the use of the Aircraft for any flights other than as specified in the Flight Schedule, without prejudice to the Carrier's absolute right to refuse such request, if the Carrier agrees to perform any such flight, such sum(s) as the Carrier shall notify to the Customer as the amount for such additional flight(s) together with all fees and charges incurred, arising from, or in connection with the Carrier's performance of each additional flight including, without prejudice to the generality of the foregoing, landing fees, hangarage fees, navigation fees, ground service and handling fees, customs duties and fees, airport surcharges, accommodation, meals and refreshment charges for passengers and crew and all other associated expenses thereby incurred.

## 14. Diversions

14.1. If for reasons of safety or security or other operational reasons not being the fault of the Carrier or attributable to the Customer or any passengers, the Aircraft is diverted from any scheduled destination specified in the Flight Schedule, the Carrier shall use its reasonable endeavors to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. The Carrier shall have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned or any additional costs and expenses incurred by it arising as a result of the diversion and/or the flight to the scheduled destination.

## 15. Termination

### 15.1. Termination by either party

Subject to Clause 15.2 and 15.3 below, a party may terminate this Agreement, by giving written notice to the other;

15.1.1. At any time before the time specified for the commencement of the first journey set out in the Flight Schedule or, if after such first journey, not later than 3 months prior to the end of the Flight Schedule;

15.1.2. At any time if the other party commits any breach of this Agreement which is incapable of remedy or which if capable of remedy, is not remedied within

such reasonable time as the Carrier at its discretion shall require, or commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership is dissolved, or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only) or has a receiver or administrative receiver appointed over its assets or an administrator is appointed to it.

#### 15.2. Termination by Carrier

15.2.1. If this Agreement is terminated by the Carrier and pursuant to Clause 15.1.1, the Customer shall not be liable to pay the Charter Price and the Carrier shall repay to the Customer the Charter Price (or any portion thereof) made by the Customer but shall be under no further obligation or liability to the Customer by reason of such termination.

15.2.2. If this Agreement is terminated by the Carrier and pursuant to Clause 15.1.2, the Customer shall be liable to pay the appropriate cancellation charges referred to in the Flight Services and in these Terms and Conditions, together with such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and additional charges and expenses payable by the Customer pursuant hereto and the Carrier shall be under no further obligation or liability to the Customer by reason of such termination. If this Agreement is terminated by virtue of this Clause 15.2.2, the Customer shall be responsible for all costs relating to the return of the Aircraft to its base wherever that may be. Any termination by the Carrier pursuant to this Clause 15 will be without prejudice to its rights under this Agreement then accrued or in respect of the matter leading to termination (and in particular without prejudice to its rights under Clause 18 Indemnity hereof).

#### 15.3. Termination by the Customer

15.3.1. If this Agreement is terminated by the Customer, and pursuant to Clause 15.1.1, then the Customer shall, without any prejudice to any other payment obligations of the Customer hereunder, be liable to pay the Carrier any applicable amounts due in accordance with Clause 8 and the Cancellation Charges in the Flight Services attached hereto; and

15.3.2. If this Agreement is terminated by the Customer, and pursuant to Clause 15.1.2, then the Customer shall be liable to pay to the Carrier such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Customer pursuant hereto.

#### 16. **Delay by the Customer**

16.1. If performance of the Flight Schedule or any part thereof is prevented or delayed by the Customer, its servants or agents or any passenger arriving later than 30 minutes prior to the scheduled Departure Time, the Carrier may, at its sole discretion and without any liability whatsoever and to whosoever, either depart as scheduled or charge demurrage against the Customer at a daily rate equivalent to FIVE Flight Hours at the current Charter Price.

16.2. In addition, the Carrier will be entitled at any time after demurrage shall have started to run to cancel the Flight Schedule or any part thereof (without any prejudice to any claim the Carrier shall have against the customer for

demurrage up to the time of such cancellation and the rights of the Carrier hereunder).

#### 17. **Documents and Information**

17.1. The Carrier shall supply and complete all such documents relating to the aircraft and flight undertaken pursuant to this Agreement as the Carrier in its absolute discretion shall consider necessary and, when requested by the Carrier, the Customer shall give to the Carrier in good time all information and assistance required to complete such documents.

17.2. Where notices or information are delivered to the Customer or its agents by the Carrier for distribution to passengers, the Customer warrants and undertakes to the Carrier that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of the Flight Schedule and shall indemnify the Carrier against all liabilities, costs and expenses which result from any failure by the Carrier to effect such delivery.

#### 18. **Liability**

18.1. The Carrier does not act as a common carrier or any other type of carrier in respect of any of its obligations under this Agreement. The Carrier does not accept any liability whatsoever (including without limitation to consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, any baggage or cargo whether arising in contract or in tort, including negligence or otherwise, and whether occasioned by the Carrier, its employees servants or agents (any such liability being hereby excluded)

18.2. If the Flight Schedule involves a destination or stop in a country other than Jordan or the United Arab Emirates and where applicable; (unless applicable law applies)

18.2.1. In respect of carriage governed neither by the Warsaw Convention 1929 nor by the Montreal Convention 1999, except to the extent that applicable law may otherwise require:

18.2.1.1. The Carrier's liability in respect of injury shall only extend to bodily injury, and the Carrier shall not be liable for mental injury;

18.2.1.2. The Carrier's liability for checked and unchecked baggage shall be limited as the Carrier sees fit;

18.2.1.3. The Carrier's liability for delay of passengers shall be limited as it sees fit;

18.2.1.4. Any right to damages in respect of the death or injury of a passenger or loss or delay of or damage to baggage or cargo shall be extinguished if an action is not brought within two years from the date of arrival at the destination or from the date on which the Aircraft ought to have arrived or from the date on which the carriage stopped.

18.3. The Carrier will increase its liability to the Customer in respect of checked baggage to an amount over and above the limits referred to in Clause 18.2.1 above, only in the event that at the time the Customer hands over its baggage to the Carrier, the Customer and the Carrier agree on the amount of liability and the Customer pays an additional charge calculated by the Carrier to reflect any additional liability agreed by its Carrier.

#### 19. **Indemnity**

19.1. The Customer hereby indemnifies the Carrier from any liability, claims, expenses or damage which the Carrier may suffer from the flight (including legal costs and fees) on a full indemnity basis in the event that any of the foregoing is caused by the gross negligence or wilful misconduct on the part of the customer, its servants or

agents or any passenger carried by the authority of the customer.

**20. Assignment**

20.1. Neither party shall assign any of its rights or obligations or sub-let under this Agreement in whole or in part without the prior written agreement of the other party, such consent not to be unreasonably withheld.

**21. Severability**

21.1. Should any one or more clauses of these Terms and Conditions be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

**22. Notices**

22.1. Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose. On sending by facsimile, notice shall be deemed to have been given at the time of dispatch and if sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.

**23. Third Parties**

23.1. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party, other than the legal successors of the Parties and third parties to which the Agreement or certain rights under or in relation to the Agreement have been assigned as provided under this Agreement, any rights to require fulfillment of any obligation under this Agreement or any other right whatsoever under or by reason of this Agreement.

**24. Applicable law**

24.1. This Agreement shall be governed and construed in accordance with English Law and the English Courts shall have non-exclusive jurisdiction to settle any claim or matter arising under this Agreement.

**25. Confidentiality**

25.1. This Agreement is strictly confidential between the parties and shall not, without the prior written consent of the other party, be disclosed by either party, in whole or in part, by any means whatsoever, to any third party (except as required by applicable law, or to such party's accountants, bankers, or legal advisors). If disclosure is required as a result of any applicable law, the parties shall co-operate with one another to obtain confidential treatment as to the terms and other material provisions of this Agreement. The provisions of this paragraph will survive the expiration or the termination of this Agreement.

**CANCELLATION POLICY**

The Customer shall pay the following cancellation charges to the Carrier if notice of cancellation is received in writing prior to scheduled departure time:

<b>Less than 7 days</b> notice	→	<b>25%</b> of the Total Charter Price
<b>72-48 hours</b> notice	→	<b>50%</b> of the Total Charter Price
<b>48-24 hours</b> notice	→	<b>75%</b> of the Total Charter Price
<b>Less than 24 hours</b> notice	→	<b>90%</b> of the Total Charter Price

If cancellation occurs **AFTER the scheduled departure time, 100% of the Total Charter Price** shall be paid to the Carrier, whether or not notice is given. Or such portion thereof as is proportionate to that part of the Flight Schedule already performed (whichever is the greater), together with any additional amounts payable by the Customer will be paid to the Carrier in full.

All cancellation fees are subject to a minimum payment of 5% of the total Charter Price.

The Carrier may apply any monies already received from the Customer in satisfaction of such cancellation charges.