

TERMS AND CONDITIONS

PARTICULAR CONDITIONS REGARDING THE AIR CHARTER **CONTRACT DRAWN UP BY THE CARRIER**

- a) Considering the time schedules required by the Customer, it will be the Customer who will cover any cost that may result from extending the operational activity, modifications or any other concepts regarding the airports that may be used. In the case of Spanish airports, those costs will appear in AENA¹'s invoices; in other cases, any receipt given by a third party will be considered. If the airport requested by the Customer cannot be used and this information is transmitted before the departure time, the Carrier can give the Customer the option of using alternative airports. However, if this occurs during the flight, the alternative airport specified in the flight plan given by the aeronautical authorities will be used.
- b) Flights will always be subject to obtaining all the required administrative or aeronautical permits and authorizations, weather conditions, etc. Similarly, flights will be carried out according to all the data and information that the Customer has provided and, if any changes occur, the Customer will notify the Carrier as soon as possible. However, the Carrier would be released from any responsibility if the above mentioned changes make the flight coincide with any other previously hired by the Carrier.
- c) If any unforeseen event occurs beyond the Carrier's control or possibilities, and it makes impossible the usage of the expected aircraft for rendering the service, another aircraft of the same characteristics will be offered; this will be done only if the Carrier finds it possible and if the Customer accepts the new aircraft (or the new price and conditions, if any). If any of these last circumstances do not happen, the Carrier would be released from any responsibility regarding the present contract.
- d) On acceptance of the present contract, the Customer declares to have read the general and particular conditions included in it and to agree with them.
- e) Once a flight time has been confirmed, any modification must be communicated to the operator with sufficient advance notification that it does not affect the operation of the aircraft of the crew. The operator reserves the right to rescind the contract or impose a penalty of the costs arising from any modification.

GENERAL CONDITIONS REGARDING THE AIR CHARTER **CONTRACT DRAWN UP BY THE CARRIER**

FIRST - On the basis of the present contract, the Carrier is obliged to offer the Customer, in order to render the agreed service, a specific type of aircraft with its own crew, equipment and fuel, as well as to maintain it in perfect conditions of airworthiness. Equally, the Customer is compelled to pay the Carrier the price of the flight (or any other additional cost chargeable to the Customer) in the time, manner and conditions agreed.

SECOND - If any unforeseen event occurs and it makes the usage of the aircraft detailed in this document impossible, the Carrier will try to offer another aircraft of the same type. If not so, the capacity and conditions of the replacing aircraft will have to be as similar as possible to the previous one and it is not compulsory either that the new aircraft belongs to the Carrier or its operations are carried out by them.

The Carrier will not take any responsibility if, because of unforeseen events or reasons of force majeure (including but not limited to inclement weather), it is not possible to render the agreed service in the specified date.

THIRD - The operation of the aircraft depends on the Carrier and any instruction or decision regarding the flight will be made only by its directors, representatives and captains.

The personnel in the operations department are exclusively run by the Carrier and they work under its supervision. These personnel will never take into consideration any orders coming from the Customer.

The captain of the aircraft will be vested with all the powers that the law grants; as maximum authority on board, the captain will be able to make any decision regarding the passengers and the carried freight, its layout, flight plans or any other measure related to the navigation.

The amount and weight of accompanied baggage shall be at Carrier's discretion. The following or similar articles, namely firearms, explosives, combustible materials and live animals may be carried only with Carrier's prior knowledge and consent which may, at its absolute discretion, be withheld. Carrier may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore and without prejudice to the fore-mentioned, the Carrier may refuse to carry any baggage considered by the Captain or by any other responsible employee, servant or agent of Carrier to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of any country to, from or over which the Aircraft may be flown.

Aerodynamics has no approval for transport of dangerous goods. In case of any doubt about any item to be carried contact Aerodynamics Málaga. Any dangerous good not authorised will be refused before the flight.

FOURTH -The customer must provide the carrier with all documentation relevant to the completion of the flight, well in advance of departure. The Customer will also ensure that the passengers appear in advance at the airport, with their luggage and documentation, in order to fulfil all the necessary procedures, formalities and dispatches before the scheduled time of departure.

All passengers shall hold all necessary passports, visas, health and other certificates necessary for entry into the country of destination. The Carrier accepts no liability or responsibility for costs arising as a result of passengers' failure to ensure correct documentation is held.

Aerodynamics is by this contract transporting, and will not be responsible for any customs controls of the coffin and its contents at border customs of USA, Spain nor Canada. (technical stop)

Customer will ensure that all passengers 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 flight (in case of international flights). In the event that any immigration authorities refuse entry to any passenger(s) and Carrier is required to transport such passenger(s) to the point of origin of the flight or to any other point then the cost of so doing shall be payable by Customer to Carrier immediately upon demand.

In case any of the passengers, do not arrive at the airport on time, the Carrier will be able to choose to complete the flight, postpone it or, if necessary, cancel it. If the flight is cancelled, the Customer will have to pay all the damages derived from it to the Carrier and that compensation will never be, in any case, inferior to the 25% of the price of the contract.

FIFTH - The agreed price includes all the expenses from operation in flight, insurances and services to passengers on board; price includes first class standard catering and complimentary drinks. Any additional requests beyond this standard service will be charged separately. Price excludes on board communications costs, airport opening extension fees, royalties, de-icing, ground transportation, taxes, fees and special custom and airport duties regarding passengers.

The price of the present contract has been established according to the existing costs at the date of the contract. Therefore, if those costs rise (in particular including fuel price, insurance premiums and changes in the parity between United States dollar and the currency determined in the present contract), the Carrier will be authorised to charge the Customer, clearly providing the supporting documents.

Any delay in payment of the present contract and additional costs as mentioned above will result in the client being charged the full cost of interest derived from the delay and will be calculated at one point above the exchange rate applied to the interest.

SIXTH - The Customer can decide not to proceed with the contract, but he/she will have to pay the Carrier the following: a) the costs which the Carrier had incurred for the fulfilment of the contract; and, b) a penalty of 50% of the total agreed cost of the service (if the abandonment of the contract is made between the 24 and the 48 hours before departure), or a penalty of 100% (if that abandonment is made in the 24 hours prior to the departure of the flight). The above mentioned penalty will never be less than 25% of the total agreed cost of the flight.

SEVENTH - Both parties are obliged to accede to the current law, or any rules that may be established in the future, regarding non-scheduled usage of air traffic for passengers and luggage.

EIGHTH - The Carrier is entitled to hire the services of other companies or third parties for carrying out all or some of the obligations assumed in this contract.

NINTH - Any specification not detailed in this contract will be applied following the Spanish *Ley de Navegación Aérea* (Air Navigation Law) and other legal rules about the matter which may be in force at the time in Spain. International air transportation responsibility will be subject to the rules established in the “Warsaw Convention” (1929), “The Hague Protocol” (1955) and the “Rome Convention” (1952); if not so, the above mentioned Spanish law will cover it. Regarding this matter, the Carrier declares that all the risks that derive from the legal responsibility towards passengers and luggage are guaranteed, respecting the limits required by any international convention (including the limits specified in section 3.2 and 5.2 of the Council of the European Union regulation (EC) No. 2027/97 past on 9th October 1997 on air carrier liability in the event of accidents, and those set in the *RD² 37/2001* [19th January 2001] of the Spanish legislation).

The Customer declares to know and to have at his/her disposal the above mentioned rules and regulations. The Customer also declares to own a copy of the coverage of the signed insurances.

TENTH - Alterations and additions to this contract will only be binding if made in writing and signed by both parties. Charterer cannot rely on any verbal undertaking from or given in the name of Carrier which is different from or additional to the terms and conditions of this contract. The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.

This contract is strictly confidential between the parties and shall not, without the prior written consent and mutual agreement 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 applicable law, the parties shall co-operate with one another to obtain confidential treatment as to the commercial terms and other material provisions of this contract. The provisions of this paragraph shall survive the expiration or termination of this contract.

ELEVENTH– Both contracting parties agree that any formality regarding the fulfilment, breach or interpretation of the contract will be subjected to the ordinary civil jurisdiction and to the competence of the courts and tribunals of the city of Málaga.

By these terms, the grantors draw up this contract and they state and ratify its content, signing it in duplicate and with just one purpose in the city and date indicated below.

By signing this contract, I agree that as a passenger or person who acts in my behalf, I have received, read and understood the information provided by Aerodynamics Málaga S.L. on restrictions about Dangerous Goods in hand luggage. Likewise, I have been informed that this information is available in the Web page referred below and in case of any doubt, please contact the following telephone number:

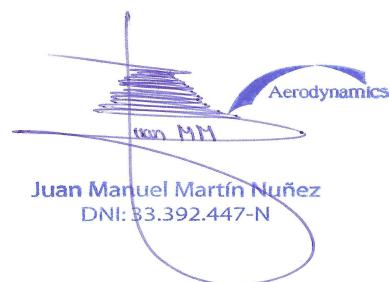
<https://drive.google.com/folderview?id=0B7vRvtjdjowGNk8yUGo5eldkX0k&usp=sharing>

24/7 Telephone: +34 637 873 416

Name _____

Date _____

Signature



Aerodynamics
Juan Manuel Martín Nuñez
DNI: 33.392.447-N

OPERATOR SIGNATURE

AERODYNAMICS MÁLAGA, S.L.