

GENERAL REGULATIONS - AVIATION

Clause 1. Below general regulations apply, unless otherwise agreed in writing, for all flights which are booked at or carried out by Air Aislie (hereinafter called THE COMPANY).

The term CHARTERER refers to an individual, corporation, company, association, firm, partnership, society, joint-stock company, or governmental authority. It includes a trustee, receiver, assignee, successor, or similar representative of any of them that enter into an air charter agreement with the aforementioned COMPANY.

Air Charter Agreement (ACA) is a formal document stating the contractual obligations between THE COMPANY and CHARTERER for a service to which a monetary amount shall be paid. The ACA may be considered similar to a non-transferable ticket.

AIRCRAFT AND CREW

Clause 2. THE COMPANY shall provide an airworthy, fully fuelled and crewed aircraft for the CHARTERER. THE COMPANY can without price reduction use other similar aircrafts to carry out the agreed flight.

Clause 3. The captain of the aircraft is at all times entitled to reject passengers or goods, if it is deemed necessary according to the circumstances. The staff of THE COMPANY is solely governed by the powers of direction of THE COMPANY.

PRICE, CANCELLATION, PAYMENT

Clause 4. The price includes all expenses regarding the flight, unless otherwise agreed. However, any unforeseen charges of operational character shall be invoiced net according to clause 6. THE COMPANY reserves the right to use any free capacity including but not withstanding possible ferry flight legs of the aircraft including before, during or after the availability period without compensation to the CHARTERER or price reduction.

The ultimate owners of the CHARTERER are jointly and severally liable with the CHARTERER for any claim which THE COMPANY may maintain towards the CHARTERER. The CHARTERER and the party (personally) placing the order guarantee by their order that the ultimate owners are informed of and have accepted this provision.

Payment for the service is due on the day of the delivery of the service. The last duly date of payment appears from the invoices of THE COMPANY. Upon payment later than the last duly date of payment, interests on overdue payments shall be paid from the due date of payment until payment is made by 2 per cent per month.

Upon forwarding of reminders in connection with non-payment of due amounts THE COMPANY is entitled to charge a reminder fee of DKK 500. No more than 3 reminder fees can be charged regarding the same service.

Furthermore, THE COMPANY is entitled to charge a fee of DKK 500 for requesting an authorized debt collecting agency or lawyer to collect the claim on behalf of THE COMPANY.

Clause 5. The price does not include expenses which arise as a consequence of delay of passengers or goods prior to the commencement of the flight or prohibition against transport as a consequence of e.g. public or medical orders, bans, investigations or the like, and THE COMPANY is in no way liable for any costs connected to this. The CHARTERER shall refund costs, which THE COMPANY has been compelled to pay in the aforementioned connection. THE COMPANY is further entitled to compensation for waiting time regardless whether it is due to conditions of the CHARTERER or not. THE COMPANY is entitled to cancel the flight without neither compensation nor reduction of the agreed price when the aircraft has waited for more than 3 hours.

Clause 6. The CHARTERER is liable for payment of all extraordinary service fees and costs including but not limited to airport opening fees, de-icing, visas, taxi transfers and similar costs. If THE COMPANY has had any expenses to this the CHARTERER shall reimburse THE COMPANY for such expenses.

Clause 7. If the CHARTERER cancels a booked flight later than 48 hours prior to the commencement of the flight, THE COMPANY is, unless otherwise agreed in writing, entitled to 25 per cent of the agreed price. Upon cancellation of a booked flight later than 5 hours prior to the commencement of the flight, THE COMPANY is, unless otherwise agreed in writing, entitled to 80 per cent of the agreed price. Upon cancellation of a booked flight later than 1 hour prior to the commencement of the flight, THE COMPANY is, unless otherwise agreed in writing, entitled to 100 per cent of the agreed price.

THE FLIGHT, CANCELLATION, FORCE MAJEURE ETC.

Clause 8. The completion of the flight is conditional upon that all necessary permits including take-off clearance, over flying clearance, landing clearance can be obtained.

Clause 9. THE COMPANY reserves the right to postpone, cancel or reroute the flight, if the flight cannot be completed as expected due to war, riots and civil commotion and the like, sabotage, strike, blockade, lockout, local industrial conflicts, quarantine, hijacking, acts of terror, requisition, confiscation, retention or other force majeure of any kind, technical reasons, weather conditions or other conditions which are outside the control of THE COMPANY, or when the security of the passengers or the crew is deemed in danger. THE COMPANY is where mandatory legislation does not impede for this, not liable for damage or loss, which directly or indirectly is due to or arises in connection

with the abovementioned conditions.

Clause 10. If THE COMPANY cancels a flight due to conditions mentioned in clause 8 and 9, THE COMPANY shall refund the CHARTERER any prepaid amounts regarding the flight in question. If THE COMPANY partly cancels a flight, e.g. a certain distance due to conditions mentioned in clause 8 and 9, THE COMPANY shall refund the CHARTERER a pro rata amount. THE COMPANY is in no way liable for ensuing transportation costs or other costs, which are laid on the CHARTERER as a consequence of the cancellation.

DAMAGE, DELAY, LIMITATION OF LIABILITY ETC.

Clause 11. The liability of THE COMPANY for death, personal injury, loss of or damage to registered luggage, loss of or damage to goods and delay is regulated by (1) the Council Regulation (EF) no. 2027/97 regarding air carrier liability in the event of accidents with later amendments, particularly the European Parliament and Council Regulation (EF) no. 889/2002, (2) the European Parliament and Council Regulation (EF) no. 261/2004 regarding compensation and/or assistance in the event of denied boarding, cancellation or major flight delays, and (3) the Danish Air Navigation Act with later amendments.

The liability of THE COMPANY is besides limited to what the CHARTERER has paid for the delivery, which the liability concerns, unless otherwise stated in mandatory rules. The aforementioned limitation does not apply upon deliberate actions.

THE COMPANY cannot on any terms be held liable for the loss or damage of the CHARTERER unless otherwise stated in mandatory rules. The aforementioned limitation does not apply upon deliberate actions. The liability of THE COMPANY is described in the enclosed summary of the key provisions regarding the liability of THE COMPANY, cf. the European Parliament and Council Regulation (EF) no. 889/2002. The summary cannot form basis for compensation claim or for interpretation of the provisions in the abovementioned regulations or in the Montreal convention.

The CHARTERER is liable for that all passengers and consignors of goods have received or by other means know about the enclosed summary and below provisions.

The liability of THE COMPANY according to the Danish Air Navigation Act regarding death and personal injury is unlimited, however, liability exceeding SDR 100,000 is rejected or limited by THE COMPANY in the case, in which THE COMPANY can prove that THE COMPANY or its employees have taken all necessary and possible precautions in order to avoid the damage. THE COMPANY can wholly or partly be exempted from liability if THE COMPANY proves that the damage wholly or partly is caused by the claimant. The liability of THE COMPANY is according to the Danish Air Navigation Act limited to the following amount:

- A. Delay: 4150 SDR per passenger
- B. Luggage/baggage: 1000 SDR per passenger

Luggage whose value exceeds the abovementioned amount should be specified to THE COMPANY at the time of check-in against payment of a supplement to the price or be insured fully by the CHARTERER or the passenger prior to the flight.

The CHARTERER shall indemnify THE COMPANY for amounts paid according to this provision or for other compensation paid to passengers, consignors or consignees of goods or other, unless the incident which has caused the payment is due to error or neglect by THE COMPANY.

Clause 12. It is not permitted to bring dangerous goods during flight. Dangerous goods include, but are not limited to, compressed gasses (combustible, non-combustible and toxic), corrosive agents, wet cell batteries, explosives, weapons, ammunition, fireworks, combustible liquids, paint, lighter gas, matches, bleaching agents, magnetic materials, oxidizing liquids and radioactive materials.

Clause 13. Any question regarding the interpretation and the understanding of these provisions or agreements between the parties including its content, scope, termination, performance and any other dispute between the parties, shall be settled according to Danish law with final, binding and enforceable effect by arbitration in accordance with the rules in the Danish Act 2005-06-24 no. 553 regarding arbitration according to the rules in force of the Danish Institute of Arbitration.

Similarly applies with regard to any dispute regarding the validity of the Agreement including the validity of the present arbitration clause. THE COMPANY has in spite of the present provision the right to use the ordinary courts system if the dispute between the parties concerns non-payment of the due claim.

Clause 14. In the event of differences between the English and the Danish text in these general provisions the Danish text shall be conclusive. THE COMPANY cannot be held responsible for errors and/or misprints, omissions or misinformation.

SPECIAL CONDITIONS, LEGISLATION ETC.

Clause 15. For chartered flights going to or from the United States, the District of Columbia, or territories and possessions of the United States, local immigration legislation requires the CHARTERER agrees that the return portion of each ACA may be used to effect the passenger's removal from the United States based on a finding of inadmissibility, excludability or deportability under 8 CFR 217.4. As mentioned in Clauses 5 and 6 THE COMPANY is not liable to cover expenses related to any such inadmissibility, deportation or revocations of visas from US authorities.

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

*"Air Alsie has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which Air Alsie, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both Air Alsie and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Air Alsie in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

15.1.2 The following definitions shall be added:

*"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from Air Alsie for an itinerary of his/her specification."*

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These [Operator's Standard Terms and Conditions] and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Air Alsie and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Air Alsie shall be collected from [Charterer(s)] by Victor and paid to Air Alsie pursuant to payment terms agreed under separate cover by Victor and Air Alsie. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Air Alsie.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Air Alsie and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Air Alsie as the case may be.

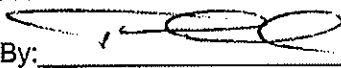
15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Air Alsie through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

Air Alsie A/S

By: 

Name: TOM CARSTENSEN

Title: DED SALES MANAGER

Date: 22/08/2011

