

GENERAL TERMS AND CONDITIONS FOR CHARTER FLIGHT (GTCCF)

1. DEFINITION OF TERMS

- 1.1 "Annex" is an additional agreement and an integral part to the contract for charter flight containing detailed information regarding flights, flight schedules and payment details.
- 1.2 "Checked-in luggage" is the luggage which the passenger has given to the care of the Operator.
- 1.3 The "Charterer" charters seat capacities on one or more aircraft from the Operator and is contracting party of the corresponding charter flight contract.
- 1.4 "Charter flight contract" is the contract that is the formal legal basis for a charter flight between Operator and Charterer.
- 1.5 "Force majeure" (vis major) applies to events which lie outside the sphere of influence of the Operator and are neither foreseeable nor avoidable by corresponding measures taken in their company, such as wars, civil unrest, natural disasters, strikes in outside and internal companies, etc., provided that they make it impossible to carry out the charter flight.
- 1.6 "Air transport" comprises the period in which passengers, freight or luggage are in the care of the Operator on board of an aircraft.
- 1.7 "Operator" is either Avio Delta or one of its partners.
- 1.8 "Not checked-in luggage" is all luggage which passengers carry with or on them.
- 1.9. „Aircraft" is the aircraft which perform the flight service

2. SCOPE OF APPLICATION, VALIDITY

- 2.1 The GTCCF shall be applicable to all charter-flight contracts signed between Avio Delta and the Charterer. The general terms and conditions of a charterer shall not be applicable to Avio Delta.
- 2.2 Any derogation from the GTCCF and any changes at a later date shall only become effective after written confirmation of Avio Delta. Oral agreements shall not have any legal consequences. Any derogation from the written form can only be made in writing.
- 2.3 Changes of and annexes to the charter-flight contract shall explicitly be indicated as such and can only be made in writing as they shall not be legally applicable otherwise. The written form shall be given in case of communication by fax or other electronic media (e-mail).
- 2.4 The Charterer agrees to provide the GTCCF to their passengers and the dispatchers of freight for their consideration.

3. SIGNIFICANT AGREEMENTS, LAWS AND REGULATIONS

- 3.1 For transports of the Operator, the following agreements, laws, and regulations shall be applicable.
 - a) "General Terms and Conditions of Contract for Charter Flight" (GTCCF) of Avio Delta
 - b) "Agreement on the unification of transport rules in international aviation (Warsaw Agreement), signed in Warsaw on October 12, 1929; the Warsaw Agreement as amended by the Hague Protocol signed on September 28, 1955 and the additional protocol No. 2 from Montreal (1975) and the additional convention of Guadalajara (1961).
 - c) The convention for the unification of certain rules relating to international carriage by air (Montreal Agreement), signed in Montreal on 28 may 1999
 - d) Bulgarian laws, especially the legislation on civil aviation and the regulations, directives by the authorities and obligations pursuant to the transport within the borders of the Republic of Bulgaria adopted hereto.
 - e) Council directive of the EU 2027/97 from October 1997.
- 3.2 The Charterer is aware of the various legal and authoritative restrictions and obligations pursuant to air operations. They shall be obliged to guarantee that these regulations are complied with.

4. LIABILITY

- 4.1 Liability of the Operator: The Operator shall only be liable within the terms and conditions stipulated in this Article 4.
 - 4.1.1 The Operator shall only be liable for damages occurring during their own flight services. The liability of the Operator shall under no circumstances be higher than the amount of the proven damage.
 - 4.1.2 The liability of the Operator shall explicitly be exempted for:
 - a) Damages caused by third parties.
 - b) Damages and/or non-compliance due to force majeure or bad weather rendering the charter flight impossible for safety reasons as well as causes directly or indirectly attributable to legal or authoritative obligations, provisions or regulations or damages/non-compliance resulting from a cause not applicable to the Operator.
 - c) Claims resulting from a delay of the passenger, luggage or freight transports or from landing on an alternative airport provided that these claims have not been caused by gross negligence or intent.

d) Claims, costs and/or expenses of all kinds referred to the Charterer, their employees, representatives or other contracting parties of the Charterer resulting from the compliance or non-compliance of the charter flight contract by the Operator provided that these claims and/or expenses have not been caused by gross negligence or intent.

e) For indirect or consequential claims – for all reasons – especially due to delays resulting from technical reasons, as well as for poenal indemnities.

4.1.3 The Operator shall only be liable for damages for the occurrence, cause and extent of which proof can be produced.

4.1.4 The Operator shall not be liable when they can prove that they have taken all measures necessary to prevent the damage, or that they could not take these measures.

4.1.5 The exemption and the restrictions of the liabilities of the Operator shall also be applicable to their agents, employees, representatives and all persons whose aircraft is operated by the Operator, including their agents, employees or representatives. The total amount of indemnities having to be paid by the Operator and the persons named shall not be higher than the liability upper limit for the Operator.

4.2 Liability of the Charterer

4.2.1 The Charterer shall be liable for executing the charter contract, even if they only act as intermediaries. The Charterer shall be liable for all damages of an aircraft of the Operator caused by employees, representatives, agents and/or passengers of the Charterer.

4.2.2 The Charterer shall be obliged to inform in written the Operator up to two hours after the flight on an injury of transported persons or a damage of the luggage having occurred during the air transport by the Operator and known to the Charterer, in any case not later two hours after the end of the flight, as well as on all freight damages two hours after delivery of the freight. Provided that the damage is not reported in due time, the Operator shall not be liable.

4.3 Liability for personal injuries

If a passenger is killed, bodily injured or otherwise damaged in their health on board of an aircraft of the Operator or while boarding or unboarding, the Operator shall be obliged to indemnify the passenger for this damage, provided that the Operator is responsible for this damage.

4.4 Liability for damages of the luggage

4.4.1 The liability of the Operator for delays, damage, destruction or the loss of luggage shall be made liable pursuant to the Warsaw Agreement, including the additional protocols and additional agreements.

4.4.2 The Operator shall not be liable for the loss or damage of fragile or perishable goods (computers or other electronic equipment), of jewelry, precious metals, money, securities, shares or other valuables, business papers, drugs, keys, passports, identity cards, or other documents, as well as samples or other items contained in the checked-in luggage of the passenger, no matter whether the Operator knew about them or not, except in the case that this damage happened due to gross negligence or intent.

4.4.3 The Operator shall not be liable for damages caused by items in the luggage of the passenger, provided that they did not cause the damage due to gross negligence or intent. Provided that these items cause damages on the luggage of another passenger or the property of the Operator, the passenger shall indemnify the Operator for all damages and expenses incurring the Operator hereof.

5. INSURANCE

5.1 The Operator shall be obliged to effect a passenger accident insurance per passenger payable in case of death or permanent incapacity for employment in accordance with EU regulation No 785/ 2004.

5.2 In case the injured party is indemnified by the accident insurance, they shall not be entitled to any damages by the Operator to the amount paid by the insurance of the injured party. Accident damages shall in any case be added to the liability insurance.

5.3 Provided that the flight is carried out with another aircraft than that of the Operator, the insurance and liability provisions of the transporting air operator shall apply.

5.4 Aircraft used for executing the charter flight contract may only be used to the extent and within the scope of the flight permission given and subject to the aviation laws and the provisions of the aeronautical authorities of the Republic of Bulgaria, the registered countries and the countries where the passengers are transported or which the aircraft flies over.

5.5. The Charterer shall guarantee that every passenger or dispatcher of freight shall be acquainted with the GTCCF.

6. DOCUMENTS FOR PASSENGERS, LUGGAGE AND FREIGHT

6.1 Issue of travel documents

6.1.1 Provided that the Charterer is not an air operator and that the flight is carried out in the name of the Operator, the Operator shall be responsible for issuing tickets for all persons to be transported and their luggage.

6.1.2 Provided that the Charterer is a “carrier” as defined by the Warsaw Agreement (e.g. an air operator, travel agent), they shall be responsible for issuing their own air and luggage tickets for all persons to be transported and their checked-in luggage, if no other arrangement has been agreed upon in writing with the Operator.

6.1.3 The transport documents issued or accepted by the Charterer as carrier, shall not contain any conditions differing from those of the Operator or expanding the liability of the Operator.

6.1.4 Provided that the Charterer does not issue tickets or luggage tickets as defined by the Warsaw Agreement, or provided that they issue them incompletely or incorrectly, the Charterer shall indemnify the Operator for all claims which would have been avoided in case the passenger and luggage tickets had been issued properly.

6.1.5 Provided that the Operator issues the passenger and luggage tickets, the Charterer shall be obliged to give the Operator all necessary information, such as passenger lists and other information on passengers, luggage and freight in such way that the transport documents can be issued in time.

6.1.6 The Charterer shall be responsible for all information to be correct and complete, as well as for all damages resulting from incorrect or incomplete information.

6.1.7 The Charterer shall free the Operator from all claims of third parties. Provided that the Charterer violates this contract provision, they shall indemnify the Operator for all resulting disadvantages.

6.2 Documents and permissions

6.2.1 The Charterer shall ensure that the passengers have all personal and travel documents, entry permissions, visa, etc. necessary before take-off.

6.2.2 The Charterer shall be responsible that the passengers or dispatchers of freight fulfill the passport and customs provisions, the provisions of the health authorities and all other corresponding laws and regulations of the countries where they are going to land.

6.2.3. The costs incurring from the non-compliance with these provisions, laws and regulations shall be paid by the Charterer.

7. FLIGHT DOCUMENTS AND PERMISSIONS

7.1 The Operator shall issue or obtain all documents and permissions necessary for carrying out the flight and necessary pursuant to legal and inter-governmental regulations for air transport. The Charterer shall support the Operator at their best or obtain the documents and permissions themselves by choice of the Operator.

7.2 The Operator shall not be liable for any consequences resulting from not granting such permissions (e.g. flight, overflight or landing permissions) provided that they have applied for the permissions in time and in the right order after receiving the documents and information from the Charterer in time.

7.3 Provided that the Charterer is an air operator and the flight is carried out in their name, they shall be obliged as carrier to apply themselves for the flight, overflight and landing permissions necessary for carrying out the flight. The Charterer shall bear all incurring costs and be liable for granting these permissions and all consequences resulting from a delay or failure in receiving this grant.

7.4 All other documents necessary for domestic or international flights, also in case of another form of transport than air carriage, shall be obtained by the Charterer.

8. AIRCRAFT AND CREW

8.1 The Operator shall be obliged to make available a properly equipped and fuelled aircraft with a crew according to the regulations at the agreed start of the flight.

8.2 The Operator shall be entitled at all times to replace the aircraft by one or more other aircraft suited for the agreed transport.

8.3 The Operator and the captain responsible shall be entitled to carry out or cancel the flight for security or technical reasons on their own, to land or not to land and to decide on similar questions without giving the Charterer the right to object. In this regards the Operator and the captain responsible have the right to place orders to the passengers, orders related to the loading, arrangement and unloading of the transported luggages. They have the rights to when and how to perform the flight; if necessary to deviate from the flight route and to perform one or more additional landings without giving the Charterer the right to object. The Charter shall bear all incurring costs.

8.4 Should the authorities demand a reconfiguration of the aircraft after the charter contract was signed so that less seats are available than originally agreed upon in the contract, the Charterer shall be entitled to demand a pro-rata reduction of the charter sum. Provided that the Operator denies this, the Charterer shall be able to withdraw from the contract. The Operator shall be obliged to notify the Charterer immediately of such reduction of the number of seats. The Charterer shall notify the Operator immediately of their demand of a reduction of the charter sum or a withdrawal from the contract as they otherwise lose this right.

9. LOADING AND UNLOADING

9.1 Passengers

The Operator and/or the responsible captain shall be entitled to decide on accepting passengers and reserve the right to deny the transport of passengers for safety reasons (see article 17).

9.2 Luggage

9.2.1. Free luggage allowance per passenger is 20 kg for checked baggage and 5 kg for hand luggage. This shall not infringe the Captain's right to set a lower weight limit for a specific flight for considerations of safety in individual cases.

9.2.2. Excess and/or special luggage shall be settled separately in the charter-flight contract.

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9.2.3. It is the Captain's right to set a lower weight limit per seat for safety reasons in each particular case.

9.3 Freight

9.3.1 When transporting freight, the costs and risks for loading and unloading the aircraft shall be borne by the Charterer. The Charterer shall be obliged to make available the fixing material necessary pursuant to the provisions of the Operator.

9.3.2 The Operator shall be entitled to use the payload not chartered by the Charterer for its own purposes.

9.3.3 The Charterer guarantees that:

a) the freight/luggage/mail to be transported does not contain items that may endanger the aircraft or persons or that their transport is prohibited by the laws, regulations or other provisions of a country being touched during the flight.

b) the freight/luggage/mail to be transported is suitable for air transport and packed accordingly.

c) no animals of all kinds are transported – unless in case of a special agreement. The right of the captain remains untouched to refuse the transport of the animals for safety reasons of the flight in individual cases.

10. CHARTER FLIGHT PRICE

10.1 The charter flight price stipulated in the charter-flight contract exclusively includes:

a) Expenses for operating and maintaining the aircraft.

b) Reimbursement for the crew of the aircraft.

c) Insurance premiums.

d) Landing, parking and hangarage fees as well as a ground crew and other airport fees for the aircraft (except for de-icing charges).

e) Airport fees for the passengers, provided that they are not directly paid by the passenger or there is no other provision in the charter contract.

f) Check-in of passengers, their luggage or freight.

g) In-flight catering pursuant to the regulations of the Operator.

h) International route charges.

10.2 Not included in the charter flight price are especially:

a) The costs for transporting the passengers to and from the airport.

b) The costs for visa and customs check, customs fees and other duties to be paid other than the fees listed above in connection with passengers and luggage.

c) Further expenses resulting from an alteration of the provisions of the charter contract as demanded by the Charterer or as a consequence of changes arranged by the Charterer.

d) Royalty fees.

e) Additional costs incurring from "force majeure" especially de-icing of the aircraft.

f) Additional costs due to any extension of the flying time caused by bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of Carrier.

10.3 Changes in the costs included in the charter-flight price due to circumstances beyond the Operator's sphere of influence, such as an increase of the state fees and other duties after signature of the charter flight contract and before the completion of the transport shall entitle the Operator to increase the charter-flight price accordingly.

10.4 An increase of the fuel prices up to 5% shall be borne by the Operator, but higher increase shall be invoiced completely to the Charterer.

11. TERMS OF PAYMENT

11.1 The charter flight price must be paid prior to the beginning of the charter flight by credit card or bank transfer to the Operator's bank account, designated in the charter flight contract, no later than 6 /six/ hours before take-off, unless otherwise agreed. All bank expenses and commissions pursuant to the payment of charter flight price are borne by the Charterer.

11.2 All costs and expenses related to the flight, that are not included in the charter flight price, but incurred by the Operator upon Charterer's request, shall be reimbursed by the Charterer in the currency the Operator renders the invoice. The Charterer must pay the due amount within 7 /seven/ days upon receipt of the invoice.

12. FLIGHT SCHEDULE

12.1 The flight schedule shall be laid down in the charter flight contract or its annexes and shall be binding for the Charterer.

12.2 The times given in the flight schedule and in the transport documents shall be approximate times. The Operator shall guarantee that these times are observed and shall be entitled to change these times provided that the circumstances do not lie within their control or that this is necessary for reasons of flight safety. The additional costs for the Charterer or the passengers resulting thereof shall be paid by the Charterer.

12.3 Provided that there are delays for reasons the Operator is made responsible for, the Operator shall have the right to decide whether to transport the passengers by other means of transport on the Operator's account, or whether they shall be booked into hotels chosen by the Operator until the flight can be carried through.

Concerning the transport of freight, the Operator can decide to store the goods until the flight is carried through or they find an alternate means of transport on Operator's account.

12.4 Provided that the passengers do not arrive in time at the airport or the luggage or freight does not arrive in time for loading, the Operator shall not be obliged to make a delayed flight. The Operator is entitled to invoice the Charterer all additional costs incurring from the delayed flight, including the costs for the waiting aircraft and the crew, in addition to the agreed charter sum, or to consider the flight of the Charterer as being cancelled and to invoice the cancellation fees stipulated in article 15.3.

13. CATERING

13.1 The Operator shall serve drinks and food during the flight pursuant to their standards and type of the aircraft if not agreed upon otherwise.

14. DELAYED SERVICE, IMPOSSIBILITY OF THE SERVICE

14.1 Provided that the Operator is unable to carry out or finish an agreed flight or to completely fulfill their duties arising from the charter flight contract for reasons they are responsible for, the Operator shall be ready to do everything necessary to be done, in order to provide other means of transport of their choice or , on its own account, to complete the flight or for the incomplete part of the flight.

14.2 Provided that a flight cannot be carried through at all or in parts for reasons neither the Operator nor the Charterer are responsible for, or is delayed for more than 24 hours, the Operator shall only be obliged to the exclusion of further claims to pay the Charterer back the share of the charter flight price, calculated according to the length of the route not flown in the agreed charter flight.

14.3 If the charter flight also includes the return flight, the part of the charter flight contract concerning the return flight shall not be touched by the incomplete flight for the above reasons, provided that the passengers have reached their destination and the Operator is able to carry through the return flight as scheduled.

15. WITHDRAWAL, CANCELLATION AND CANCELLATION FEE

15.1 Withdrawal of the Operator: The Operator can terminate the charter-flight contract without notice – notwithstanding the withdrawal clause provided in the charter-flight contract:

- a) if the Passengers do not arrive at the agreed time or if Charterer fails to provide the luggage or freight for the flight at the agreed time
- b) if the Charterer violates their obligations in the charter flight contract, especially if they do not pay the charter flight price in time at the agreed conditions.
- c) if a bankruptcy or composition proceedings was filed for the assets of the Charterer, a bankruptcy or composition was realized or the Charterer is withdrawn in another way the free disposition of their assets, but also if the Charterer gets financial difficulties and quits paying or is not ready to secure the charter flight price.
- d) if force majeure actually prevents the flight from being carried out, items a) and b) shall be equal to a cancellation by the Charterer, so that the cancellation fee fixed in article (15.3) shall be payable, notwithstanding a differing provision in the charter-flight contract.

15.2 Cancellation by the Charterer

15.2.1 The Charterer shall be entitled to withdraw from the charter flight contract before starting the transport, provided that force majeure makes it impossible to carry through the journey or the transport.

15.2.2 If the Charterer withdraws from the contract for other reasons, the cancellation fee stipulated in article (15.3) shall be payable with immediate effect. The Charterer shall notify the Operator in writing of the withdrawal from the contract and receive the written reconfirmation of the Operator.

15.2.3 If a flight or parts are cancelled while the Charterer has signed or signs a charter flight contract for a similar transport with another operator in their name or in another name, the Operator shall be reimbursed the complete charter flight price, unless agreed otherwise in individual cases.

15.3. The following cancellation fee shall become payable with immediate effect should Charterer cancel the flight contract for any reason. Charterer shall advise Carrier in writing of his cancellation of the flight contract:

- a) till 48 hours before departure: 10% of the flight price;
- b) till 24 hours before departure: 20 % of the flight price;
- c) less than 24 hours before departure: 25 % of the flight price;.

15.3.1. In case the Operator acts as a broker and a particular aircraft is provided by third Party, the same cancellation fees as per article (15.3) are applicable and payable with immediate effect.

16. PASSENGER LIST

16.1 The Charterer shall be obliged to provide a passenger list to the Operator or their handling agents no later than 48 hours before departure with the exception of the cases where this information have to be provided earlier as the Operator can obtain flight permissions. Contained therein shall be special features (e.g. “transit passengers from”, special help for passengers, allocation of special seats, etc.).

17. REFUSAL OF THE TRANSPORT

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17.1. The Operator may refuse to transport passengers, luggage or freight especially in the following cases without giving the Charterer any right to withdraw from the contract:

- a) Persons suffering from an infectious disease or who might pose a threat to the security of the flight or who are guilty of violating or trying to violate aviation, frontier police or customs regulations.
- b) Luggage and freight posing a security threat and thus threatening the flight.

17.2 Only after written confirmation of the Operator, the Charterer shall be entitled to pass their claims from the charter flight contract as a whole or in parts to third parties or the free capacity or the payload as a whole or in parts to third parties.

18. JURISDICTION

18.1. All disputes arisen from improper interpretation or unfulfillment of this Contract shall be solved in a friendly manner, by means of direct discussions between the contracting parties.

18.2. If in a period of 15 /fifteen/ days of the arise of the dispute, both parties do not come to an agreement or have not organised discussions for its friendly solution, the Court of Sofia, competent as regards the subject matter, shall have exclusive jurisdiction.

19. MISCELLANEOUS

19.1 All flights of the Operator shall be no-smoking flights.

19.2. The Operator shall be obliged to record data of the Charterer for internal reasons and use such data for the purpose of promotion.

19.3. The General terms and conditions of contract for charter flight of Avio Delta (GTCCF) are applicable and an integral part of all agreements for charter flights signed between Avio Delta and the Charterer. The General terms and conditions of a Charterer shall not be applicable to Avio Delta. The Charterer is obliged to acquaint each passenger about the GTCCF of Avio Delta.