

General Charter Conditions

Governmental approval

Performance of the flight agreed upon under this Air Charter Agreement is subject to authorisation being granted by the appropriate public and governmental authorities.

1. Aircraft

- 1.1 Bin Air GmbH will provide an airworthy aircraft, properly manned, equipped and fuelled for the flights under the Air Charter Agreement.
- 1.2 Bin Air GmbH may substitute with alternative carriers or aircraft suitable for the transportation to be provided under the Air Charter Agreement.

2. Price and Payment

- 2.1 The charter price has been fixed on the basis of local taxes and other public fees, handling fees and en-route charges valid on the date of the Air Charter Agreement. Bin Air GmbH reserves the right to adjust the charter price in the event of government authorities or handling agents imposing new taxes, fees or en-route charges and/or increasing existing taxes, fees or en-route charges directly connected with the flights according to the Air Charter Agreement.
- 2.2 Any surcharge resulting from time and weekday of operation will be added to the charter price.
- 2.3 In case the value of the EURO currency as of the date of the Air Charter Agreement will be adjusted compared with other currencies relevant to the Air Charter Agreement, Charterer has to compensate Bin Air GmbH for additional costs incurred for the charter flight(s) under the Air Charter Agreement.
- 2.4 The price for this charter flight(s) has been based on fuel prices valid on the date of the Air Charter Agreement. Charterer is to compensate Bin Air GmbH for any increase in fuel prices by more than 5% that may be imposed after that date. In such case Bin Air GmbH must prove that the suppliers in the countries involved have in fact increased their prices.
- 2.5 Ground transportation is not included in the charter price. Deicing cost will be invoiced to Charterer after the flight.
- 2.6 Handling of the flight(s) will be executed by Bin Air GmbH or a handling agent appointed and approved by Bin Air GmbH. All aircraft handling is included in the price of the Air Charter Agreement.

3. Cancellation

- 3.1 Bin Air GmbH may at any time delay or cancel any flight under this Air Charter Agreement in the event that the charter flight cannot be performed or completed due to riot, strike, lockout, civil commotion, war or threat of war, civil war, blockade, embargo, act of governmental authorities including civil aviation authorities. Flights can also be cancelled in case of act of God such as fire, flood, fog, frost, ice, storm, epidemic, quarantine, requisition of aircraft, breakdown of or accident to aircraft or any other similar cause beyond the control of Bin Air GmbH or Charterer, provided that the reason for such cancellation is not the result of negligence on the part of Bin Air GmbH. Notification of such delay or cancellation must be given to the other party without delay. In case of such cancellation Bin Air GmbH shall be under no obligation or liability to Charterer beyond a refund of the full charter price for such cancelled flight or in case of cancellation of part of flight such portion of the charter price related to the price of the cancelled flight.
- 3.2 If Bin Air GmbH or Charterer, respectively, does not fulfil its obligations pursuant to the Air Charter Agreement, including payment of the charter price, in accordance with the Air Charter Agreement, the injured party is entitled to immediately cancel the flight(s) provided for in the Air Charter Agreement and to receive indemnification from the other party. In case Bin Air GmbH is the injured party, the indemnification to be paid to Bin Air GmbH shall be the full charter price agreed upon for remaining flight(s) less 20 %.

- 3.3 Bin Air GmbH may cancel any flight prior to departure if Charterer suspends payment or goes bankrupt (or into liquidation or commits an act of bankruptcy) and does not upon request by Bin Air GmbH immediately present an acceptable guarantee for the fulfilment of Charterers obligations under the Air Charter Agreement.
- 3.4 Bin Air GmbH may delay or cancel any charter flight under the Air Charter Agreement without being liable to pay any cancellation fee or indemnification whatsoever in the event that the charter flight cannot be commenced or completed due to an act of omission constituting negligence or wilful misconduct on the part of Charterer. In case of such cancellation Charterer shall be liable to pay the full charter price less 20 %.
- 3.5 If Charterer desires to cancel the Air Charter Agreement or any individual charter flight in the Air Charter Agreement at any time for the purpose of having these charter flight(s) performed by other carrier without prior consent from Bin Air GmbH, Charterer shall be liable to pay the full charter price less 20 %.
- 3.6 If Charterer cancels the charter flight(s) under the Air Charter Agreement for any other purpose than stated under the Air Charter Agreement, Charterer shall pay following percentage of the full charter price:
1. 10 % of the charter price if cancellation is made not later than 30 days prior to departure
 2. 25 % of the charter price if cancellation is made not later than 14 days prior to departure
 3. 50 % of the charter price if cancellation is made not later than 7 days prior to departure
 4. 80 % of the charter price if cancellation is made **less than 7 days** prior to departure
- 3.7 If, Charterer cancels 20 % or more of the individual charter flights as specified under this Air Charter Agreement, either at one time or by cancelling one individual flight at a time, Bin Air GmbH will be entitled to charge 50 % of the full charter price for such cancelled flight or charge as per 3.6, whichever is higher.
- 3.8 Any notice of cancellation to be submitted to the other party in writing, date of receipt by Bin Air GmbH or Charterer to be considered as cancellation date.

4. Utilisation of the Aircraft

- 4.1 Bin Air GmbH has the right to use all space in the aircraft, either passenger or cargo, not used by Charterer, provided Bin Air GmbH does not sell such space to a third party without approval from the Charterer and governmental authorities concerned. Such utilisation of space by Bin Air GmbH shall not affect the price agreed upon between Bin Air GmbH and Charterer. Charterer may not assign the Air Charter Agreement or sublet space without a written approval from Bin Air GmbH.
- 4.2 All empty leg flights stipulated in connection with this Air Charter Agreement are at the exclusive disposal of Bin Air GmbH.

5. Tickets and conditions of carriage

- 5.1 Charterer shall not permit any passenger, luggage or cargo to be carried on-board the charter flight unless a Bin Air GmbH ticket, luggage check, airway bill or a proper name list has been issued therefore. Charterer undertakes to convey to each passenger his passenger ticket, luggage check or name list and to each consignor his appropriate airway bill. Charterer agrees that all transportation hereunder shall be subject to the existing terms, conditions and provisions of such ticket, name list or airway bill according to the rules and regulations of Bin Air GmbH charter tariffs other conditions of carriage.
- 5.2 The Air Charter Agreement is subject to the provisions of the Warsaw Convention, dated October 12 1929 as amended by the Hague Protocol, dated September 28 1955, concerning air transportation of passenger, luggage and cargo.
- 5.3 Unless otherwise agreed in the Air Charter Agreement, Bin Air GmbH, its employees and agents who take part in the execution of this Air Charter Agreement, shall never be subject to any other and/or higher liability than provided for in the Warsaw Convention or the Convention as amended by the Hague Protocol.

5.4 The provisions relating to limitation of liability of Bin Air GmbH shall also apply to agents, servants and representatives of Bin Air GmbH and also to any other carriers and their agents, servants or representatives engaged by Bin Air GmbH to perform the charter flight under the Air charter Agreement.

6. Acceptance of load

Unless otherwise agreed, Charterer undertakes to submit to each passenger participating in the charter flight(s) under the Air Charter Agreement the following instructions;

- 6.1 Each passenger shall ensure that he or she is in normal health, capable of undertaking the flight(s) in question and in possession of all documents, passport, visa etc, enabling himself or herself to comply with all formalities and regulations whatsoever, both in respect of himself or herself and his or her luggage. Each passenger is responsible for all dues and charges in this connection.
- 6.2 Each passenger shall ensure that his or her luggage does not contain any dangerous goods as described in ICAO document 9284-AN/905 prohibited by any country or state involved. Animals of any kind may not accompany any passenger, unless agreed with Bin Air GmbH.
- 6.3 If Bin Air GmbH is fined or has to meet expenses due to non-compliance on the part of any passenger with any and all formalities or regulations under which the air transportation is performed, the passenger shall indemnify Bin Air GmbH for all such fines, expenses and additional costs.
- 6.4 Each passenger must follow the instructions and orders given by Bin Air GmbH crew at all times and in case of non-compliance each passenger is liable to Bin Air GmbH for any damage caused. In case the passenger in any essential manner does not follow instructions and orders given, Bin Air GmbH may deny such passenger to participate in the charter flight(s).

7. Demurrage

- 7.1 Charterer shall present passengers, luggage and/or cargo at the airport ready to commence embarkation formalities not later than 30 minutes before the scheduled time of departure unless otherwise agreed with Bin Air GmbH.
- 7.2 In case Charterer has not made use of the full capacity of the aircraft or if passengers fail to join at departure or if they are refused transportation due to late arrival at the airport or due to non-compliance, wholly or in part, with the relevant formalities and regulations, including VISA regulations. Bin Air GmbH will not refund any part of the charter price.
- 7.3 If the scheduled departure is delayed by Charterer, Bin Air GmbH is entitled to demurrage per running hour, or pro rata for part of hour, at a rate of € 500,- / hour.

8. Crew instructions

- 8.1 Operating personnel and flight crew are not authorised to take orders from Charterer, passenger or shipper, unless a specified agreement in writing has been made between the parties, allowing Charterer, passenger or shipper to issue necessary orders, which are to be followed by Bin Air GmbH personnel at Captain's discretion.