



## TERMS AND CONDITIONS

These Terms and Condition are agreed to apply by and between the following parties, in respect of the matters set forth herein:

**MJETS LIMITED** (hereinafter

called the "Company"), a private limited company organized and existing under the laws of Thailand, having its registered address at 88 The Parq Building, 12th Fl. Ratchadaphisek Road, Klongtoey Sub-district, Klongtoey District, Bangkok, 10110 Thailand; and

**The CHARTERER** as specified on the charter flight quotation attached hereto ( please see quotation )

The Company and the Charterer each referred to herein as a "Party" and together are referred as the "Parties".

**WHEREAS:**

1. The Company is the aircraft operator which it makes available for private transport hire the aircraft; and
2. The Charterer has requested the Company to charter the Aircraft (defined below), and the Company has agreed to charter the Aircraft to the Charterer, subject to and on the terms and conditions set forth herein.

**IT IS AGREED** as follows:

**1. CHARTER SERVICE**

1.1 Subject to the confirmation of the Company and terms and conditions of this Agreement, the Company hereby charters, and the Charterer hereby accepts to charter, the Aircraft, flight details including itinerary, date & time, aircraft type, number of passengers, and/or cargo as detailed in the charter flight quotation.

1.2 The passenger list shall be provided by the Charterer, who confirms its accuracy and shall notify the Company as soon as practicable of any change thereto. Subject to the provisions of Clauses 2.3 and 3.1, the itinerary shall not be changed unless both Parties otherwise agree.

1.3 All passengers and baggage must be ready for embarking and loading 30 minutes prior to the schedule departure time. Failure to do so may result in delay to, or even cancellation of such flight.

1.4 The Company has the right to utilize flight sectors for any purpose including but not limited to training, certification, commercial and carriage of its staff, this includes but is not limited to utilizing any empty capacity before, during or after the charter Period without any compensation being due to the Charterer.

**2. CHARTER FEE AND PAYMENT**

2.1 The Charterer shall pay MJets the "Charter Fee" the Charter Price refer to quotation to the account specified in Clause 2.6.

(a) A minimum of 30% of the Charter Fee must be paid within 3 days after the commencement date.

2.2 The total Charter Fee shall be payable by the Charterer to the Company as follows;

(a) The total balance of the Charter Service is made within 7 days before the departure date, the Charter Fee shall be payable in full at the time of booking.

The Charterer agrees that time is of the essence in the payment of all amounts due and payable to the Company. The Company shall have the right to suspend the Charter Service until the Charter Fee has been paid in full before the flight operation date. Should the Charterer fail to pay the Charter Fee when due and payable, the Company reserves the right to reschedule the flight based on availability as determined by the Company or cancel the Charter Service and charge the cancellation fee at the rates specified in Clause 4.1. Total Charter fees are exclusive of all taxes, incidental charges, the cost of car or other transport to or from airports, as well as any exceptional charges, including but not limited to de-icing costs, war and terrorism insurance premiums and fuel surcharges, and other expenses which are required to be paid by the Charterer. Additional charges are payable in full to the Company within 7 days of invoicing to the Charterer.

2.3 The Parties acknowledge and agree that the Charter Service shall be operated pursuant to the flight route commonly used by the Company. However, such route may be changed from time to time due to laws, regulations of any jurisdictions which prohibit the Company from operating the flight with respect to such route including diversions due to safety reasons, adverse weather conditions, mechanical, technical, or operational reasons or other reasons beyond the Company's control. In this event, the Company reserves the right to determine other appropriate routes for the Charter Service and charge any applicable extra charter fee without prior consent of the Charterer. The rerouting fee will be reasonably calculated and notified to the Charterer after the completion of the Charter Service. The Charterer agrees to pay such rerouting fee within 7 days from the date it is invoiced for the same.

2.4 Unless otherwise specified, all payments made or to be made by the Charterer under this Agreement shall be paid in full without set-off or counter claim and, to the extent permitted by law, without deduction or withholding for or on account of any tax. In the event of the Charterer being required by law or regulation to make any deduction or withholding from any payment to the Company, then the Charterer shall as soon as practicable (but in any event within 30 days) thereafter forward to the Company copies of such official receipts or documentation with respect to such deduction or withholding and to the payment of the tax so deducted or withheld to the relevant taxation or other authorities.

2.5 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatsoever beyond the company's control, including (without limitation) the acts or omissions of third parties, labour difficulties, weather condition, technical breakdown of or accident to the Aircraft or any part of it, natural disaster or the act of any authority, the Company shall use reasonable endeavours to perform or continue the Flight Schedule (and may at its discretion but without obligation substitute another aircraft) but otherwise shall have no liability to the Charterer whatsoever. The Charterer shall be liable to pay such part of the Price as is applicable to that part of the Flight Schedule which has been performed (if any), and all expenses whatsoever connected with it, and anything in excess already paid by the Charterer shall be refunded. The Company's determination of the referable part of the Price and the connected expenses shall be conclusive, in the absence of manifest error.

Initials: \_\_\_\_\_

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2.6 All payments shall be made by bank transfer to:

Account Name: **MJETS LIMITED**  
Bank Name: **KASIKORN PUBLIC COMPANY LIMITED**  
Bank Address: **EKKAMAI BRANCH**  
Bank Swift Code: **HEAD OFFICE, 1 THAI FARMERS LANE, RATBURANA RD.**  
Current Account No.: **BANGKOK, THAILAND**  
**KASITHBK**  
**059-2-49404-5 (THB)**

2.7 In the event of insufficient time to complete the payment by bank transfer prior to the departure date set out in Clause 1.1, the Charterer may make the payment to the Company via credit card which is subject to the type of card used, with the following surcharges applying to the Charter Fee set out in Clause 2.1 as follows:

Visa	2.5%
Mastercard	2.5%
American Express	3.5%

### 3. COMPANY'S PROTECTION AGAINST INCREASED COST

The Company's Price is based on Company's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, Company shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred, or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses. Any amounts payable by Charterer pursuant to this Agreement shall be notified to Charterer as soon as reasonably practicable and shall be paid by Charterer according to the Payment Conditions Clause of the Charter Agreement.

### 4. COMPANY'S DISCRETION

4.1 Save as provided in Clause 12 hereof, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the flight) become incapable of undertaking or continuing the flight (or any portion thereof), Company may, at its discretion, substitute therefore an aircraft of the same or another type and the provisions of this Agreement shall apply the replaced aircraft to the substitute for the Aircraft. If the Company does not elect to substitute another aircraft, it shall notify the Charterer as soon as possible and shall be relieved of its obligations to provide the Aircraft for the flight (or any portion thereof) which can no longer be undertaken by reason of the incapacity of the Aircraft and the Company shall not be under any liability to the Charterer other than to refund to the Charterer such part of the Charter Price which relates to the cancelled flight.

4.2 The Company and its captain of each flight shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on the flight and how such load shall be distributed, whether and when a flight might be safely undertaken and when and where the Aircraft shall be landed. All such decisions of the captain shall be final and binding on the Company and the Charterer. The Company shall not be liable to the Charterer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any such decision by the captain of the flight.

4.3 The amount and weight of accompanied baggage shall be at the Company's discretion. Notwithstanding Clause 6, the following or like articles, namely firearms, explosives, combustible materials and live animals may be carried only with the Company's prior knowledge and consent which may, in its absolute discretion, be withheld and subject to the consent and license of any relevant governmental or regulatory authority having jurisdiction. The Company may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, the Company may refuse to carry any baggage considered by the captain of the flight or by any other responsible employee, servant or agent of the Company 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.

### 5. SAFETY OF OPERATION

5.1 Without limitation, the Charterer acknowledges and agrees that the Company and its pilots shall be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of the Charter Service, the operation, regulations and safety of the flight, passengers, baggage and cargo and other people and events associated with the Charter Service such as crew performance and catering.

5.2 The Charterer shall instruct and cause its passengers to act in a reasonable and professional manner while aboard the Aircraft and to comply with all directives and instructions of the pilots in command of the Aircraft. The Charterer shall be liable to the Company for any and all damage caused by any of the passengers to the Aircraft. The Charterer will be responsible for the passengers' conduct and possession on board or part of the cargo or luggage to ensure that the passengers shall not engage in any act or possess any products or substance that is illegal or hazardous or could lead to the seizure or unsafe operation of the aircraft while the aircraft is under the Charter Service. No smoking shall be permitted on the Aircraft at any time.

### 6. DANGEROUS GOODS (HAZARDOUS MATERIALS)

For safety reasons, dangerous goods shall not be packed and/or carried in checked or cabin (unchecked) baggage except as specifically permitted. Dangerous goods include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons, infectious substances, and briefcases with installed alarm devices.

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## 7. FLIGHT CANCELLATIONS

7.1 The Charterer may cancel the Charter Service at any time prior to the flight with respect to the Charter Service, subject to a cancellation fee as set forth below. If the Charterer cancels only a return flight, the Charterer shall be responsible for the full cost of the Charter Service under this Agreement. Following timeline is applied for cancellation charges:

Notice given before the departure date specified in the schedule of Clause 1.1	of the total Charter Fee Cancellation Fee as a percentage
72 hours prior to departure date	25%
Within 72 hours	50%
No given notice	100%

7.2 The Company shall refund, by deducted all expenses and costs incurred by the Company on behalf of the Charterer, to the Charterer the money received for the Charter Service that is cancelled by the Company for any reason other than a cancellation by the Charterer or a breach of this Agreement by the Charterer. Such refund shall be the Charterer's sole remedy in the event of such cancellation and the Charterer shall not claim for any consequential damages whether direct or indirect from the Company.

## 8. DOCUMENTS/INFORMATION AND DELIVERY BY THE CHARTERER

The Charterer shall supply and complete such documents relating to the carriage undertaken pursuant to this Agreement as the Company in its absolute discretion shall consider necessary and, when requested by the Company. The Charterer shall give to the Company in good time all information and assistance required to complete such documents. The Charterer represents and warrants that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate point and entry into the country of destination of the flight. The Company accepts no liability or responsibility for costs arising as a result of passenger's failure to ensure correct documentation is held.

In the event that any immigration authorities refuse entry to any passenger(s) and the Company 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 the Charterer to the Company immediately upon demand. Where notices or information are delivered to the Charterer or its agents by the Company for distribution the passenger(s), the Charterer warrants and undertakes to the Company that it will effect delivery of such notices or information to the passenger(s) at a reasonable time prior to the commencement of the flight and shall indemnify the Company against all liabilities, costs and expenses which result from any failure by the Company to effect such delivery.

## 9. LIABILITY OF THE COMPANY

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

## 10. DAMAGES

10.1 The Company shall not be liable to the Charterer or any other person or entity for any injury to or death of any person or for any damage to or loss of any property unless such injury, death, damage or loss is the proven direct result of gross negligence or willful misconduct by the Company or any of its employees, provided, however that (i) under no circumstances shall the liability of the Company exceed the amount of insurance actually paid by the Company's insurer in connection with such incident and (ii) under no circumstances shall the Company be responsible for lost profits or any special or consequential damages.

10.2 If the trip with respect to the Charter Service involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the Company for death or personal injury and for loss of or damage to baggage.

## 11. SEVERABILITY

If any provision of this Agreement is deemed illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity and enforceability of any other part of this Agreement, which shall be construed as if such illegal, invalid or unenforceable provision had not been inserted in this Agreement, unless the severability of such illegal, invalid or unenforceable part would destroy the underlying business purpose of this Agreement in which case the Parties shall negotiate in good faith to substitute such illegal, invalid or unenforceable provision with a legal, valid and enforceable provision (or provisions) which implements the original intent of the Parties.

## 12. INDEMNITY

The Charterer shall indemnify the Company, its directors, employees, servants, agent, associated companies or any third person from any liabilities, claims, penalties directly or indirectly related to the performance of this Charter Service including the management, control and operation of the aircraft unless proven to be due to gross negligence or willful misconduct of the Company in the performance of the Charter Service.

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### 13. FORCE MAJEURE

13.1 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatsoever beyond the reasonable control of the Company including, but not limited to, the acts of God, war, terrorism, strikes, labor difficulties, adverse weather conditions, slot delays, the actions of third parties, the act of any authority, technical breakdown, accident to the Aircraft or any part thereof or mechanical/electronic malfunction, closure or congestion at airports, government regulation/laws or other similar events, the Company shall use its reasonable endeavours to perform or continue the flight but otherwise shall have no liability to the Charterer or any passengers for such non-performance, partial performance or delay and any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage.

13.2 Notwithstanding Clause 13.1, the Charterer shall be liable to pay the Company such portion of the Charter Price as shall be proportionate to that part of the flight which has been performed together with all passengers' expenses and any additional charges payable by the Charterer pursuant hereto.

### 14. ENTIRE AGREEMENT

The Parties agree that this Agreement expresses all of the agreements, understandings and covenants between the Parties in respect of the Charter Service, and that it supersedes all prior or contemporaneous negotiations, understandings and agreements regarding the same, whether valid or binding on any Party, unless expressed in writing and executed with the same formality as this Agreement.

### 15. LAWS AND REGULATIONS

15.1 The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of Thailand or any other country to, from or over which the Aircraft is flown. The Company shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licenses or permits required by the laws of Thailand and of any other country to, from or over which the Aircraft is to be flown for the performance of the flight but if such licenses or permits are not granted the flight(s) shall not take place.

15.2 The Charterer will comply with and shall use its best endeavours 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 Company 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.

15.3 This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time.

### 16. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Thailand, without regard to conflicts of laws.

### 17. CONFIDENTIALITY

This Agreement 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 Agreement. The provisions of this clause shall survive the expiration or termination of this Agreement.

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