

Commercial Procedure - Terms & Conditions

The following Terms & Conditions of Sardinian Sky Service srl, Via Sorrento 50, 09045 Quartu Sant'Elena, Cagliari, ITALY, are incorporated with the Flight Confirmation issued to the Client. All contracts and the services provided by SSS are subject to international and national laws and regulations, in particular, to the Convention for the unification of certain rules for international carriage by air (Montreal, 28 May, the **Montreal Convention**).

The Terms & Conditions apply to each charter trip contracted with SSS or contracted by another SSS approved air carrier.

1. DEFINITIONS

“**Client**” means person, firm or company acquiring services from SSS as shown on the Confirmation. “**Flight Confirmation**” means the term sheet which summarizes the Charter agreed and with which these Terms and Conditions are incorporated (together the “**Agreement**”). “**Services**” means the provision of charter air carriage to be provided by SSS in accordance with the details contained in the Flight Confirmation and these Terms and Conditions, together with any other services which SSS provides to the Client. “**SSS**” Sardinian Sky Service srl.

2. PRICE & TERMS OF PAYMENT

2.1. Price quotes

Client agrees to pay for the Services provided in accordance with the price specified in the Flight Confirmation, together with, where applicable, such additional amounts as shall be specified in the invoice as follows:

(a) VAT and any local taxes or increase in taxes incurred in the provisions of the Services (whether or not included in the Flight Confirmation).

(b) Where a variation from the Services contained in the Flight Confirmation is requested by the Client and agreed to by SSS or necessitated by Client's actions or becomes necessary due to the operation of any provision contained in these Terms and Conditions, Client agrees to pay SSS such agreed amount or, where appropriate, other amount resulting from the variation.

Client acknowledges that the price specified in the Flight Confirmation includes aircraft operating costs incurred in the ordinary course of business such as fuel, applicable taxes, over-flight charges and permits, landing charges, catering, crew accommodation, handling agent services and standard catering, unless Client also acknowledges that the price does not include modification of destination, passenger number or timetables, ground transportation (limousines or

taxis), additional insurance premium to overfly or land in certain zones, cost of de-icing & anti-icing if necessary, extra handling charges like extra hours.

2.2. Terms of payment

Unless otherwise specified in the Flight Confirmation, the Client shall pay the price to SSS not less than forty-eight (48) hours before the initiation of the flight.

In case of late payment, a late interest shall accrue on the price amount at the rate of 10% p.a.

3. CANCELLATION FEES

Should a confirmed flight be cancelled, a cancellation fee will be levied as follows:

a) Cancellation until 48 hours before departure of the first leg, 10% or at least EUR 1.000,00.

b) Cancellation until 24 hours before departure of the first leg, 20% or at least EUR 1.500,00.

c) In case of cancellation within 24 hours before the schedule date of departure will incur a penalty equal of 100% of the amount plus any positioning

d) in case of more than 3 cancellations from the same Client / Broker a “service fee” of EUR 250,00 will be charged for every cancellation there after.

4. FORCE MAJEURE

In case of delay in the performance, cancellation or termination of the flight described in the Flight Confirmation by acts, events, omissions or accidents beyond SSS reasonable control, including (without limitations) strikes, lock-outs or other industrial disputes (whether involving the workforce of SSS or any other party), failure of a utility service or transport network, act of God, war, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulations or directions, accident, breakdown of plant or machinery, fire, flood, storm or default of supplies or subcontractors; provided however,

that if the provisions of Services is terminated or altered prior to completion, due in whole or in part to any such case, SSS may:

(a) refund to Client any payments previously received with respect to such Services, other than the cost attributable to Services performed and such other Services as may be necessary to return charter flight passengers to their original airports of departure; or

(b) in the event that provision of the Services is terminated or altered prior to completion and SSS provides Client with another aircraft to continue Client's itinerary, then the Client will reimburse SSS for the additional costs and charges, if any, incurred over and above the original price contained in the Flight Confirmation, to provide Client with a replacement aircraft.

SSS cannot be held financially liable for any missed opportunities that occur as a direct or indirect results of any interruption of the Service.

5. SAFETY OF OPERATION

Client acknowledges that the pilot in command of the aircraft and such member of the crew designated by the pilot will be in complete charge and control of the aircraft at all times and if, in the pilot in command's sole judgment the safety of flight may be jeopardized, then the pilot in command may terminate or divert a flight or refuse to commence it. This may include any situation where the Client's passenger(s) endanger the safety of the aircraft or any person or property on board; obstruct the crew in the performance of their duties; fail to comply with any instruction of the crew; use any threatening, abusive or insulting language towards the crew or behave in a disorderly, unpredictable, unsafe or aggressive manner (including as a result of alcohol consumption) towards the crew or other passengers. Client will not hold SSS responsible for any direct, indirect, incidental or consequential damages or costs occasioned by such a termination or refusal and the Client will indemnify SSS for all costs arising out of its passenger's improper conduct during embarkation, disembarkation or on board the aircraft (including any damage to the aircraft or SSS's property).

6. FLIGHT OPERATIONS & SECURITY

6.1. Operations

Clients are guaranteed to fly on an aircraft operated under EASA rules or on a third party operator aircraft that has been approved to SSS's standards.

6.2. Security

SSS reserves the right to cancel or postpone any trip where security has been or may be compromised. SSS be held liable for any breach of security procedure beyond their control occurring on SSS aircraft or a third party operator.

7. CLIENT NOTICE

7.1. Travel documentation

(a) The Client is responsible for ensuring that their passengers have the correct travel documentation and comply with all laws, regulations, orders, demands and requirements (including any applicable health, exit, entry, tax, visa, customs and other legal and statutory formalities) of any countries to be flown from or into and for compliance with any instructions given by us regarding documentation required for travel.

(b) SSS shall not be liable in anyway whatsoever to the Client in connection with obtaining the necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions.

7.2. Client and Passenger behavior

Client is responsible for ensuring that all passengers act in a lawful and responsible manner while on the aircraft and that all passengers comply with the instructions of the pilot in command of the aircraft. Client is liable to SSS for any damage caused by any of the passengers to the aircraft.

7.3. Baggage

(a) The Client must ensure that its passengers' baggage is limited to 20 kilograms per passenger in total of soft small bags which may be easily loaded into the baggage hold. One piece of Cabin Baggage may be carried by the Client's passengers which must not exceed 5 kilograms and must fit the following dimensions: 20 inches x 15 inches x 10 inches (50 centimeters x 37 centimeters x 25 centimeters). This does not infringe the Captain's right to set a lower weight or size limit per passenger and/or offload overweight or oversized baggage for considerations of safety in individual cases.

(b) Two items of mobility equipment per passenger may also be carried in the baggage hold.

The client's passenger(s) must not carry or included in their checked or cabin baggage any hazardous materials. National and International law forbids the carriage of prohibited items aboard aircraft in passenger's luggage or on their person. The actual IATA

list – Dangerous Good Regulations is available on SSS website .All baggage and personal items brought on board the aircraft are subject to inspection as many be required by law or as may be determined necessary by the flight crew. SSS may discontinue flights if a passenger refuses to allow such an inspection.

Carriage of large items other than luggage, upon booking Client is required to inform SSS, if Client intends to travel with golf clubs, skis or any other large item other than luggage so that SSS can ensure that the aircraft which is secured for the flight is suitable to carry such items.

7.4. Smoking

Light Smoking is permitted on board of the aircraft operated by SSS . If necessary a deep cleaning fee may apply.

7.5. PET on board

Carriage of PET is permitted. Upon booking, Client is required to inform SSS in advance of any traveling pets. A PET passport is required on International routes. Client will be charged for the cost of repairing and cleaning the aircraft if a PET damages or soils the aircraft.

8. THIRD PARTY OPERATORS

(a) The Client understands and agrees that any charter services provided as part of the provisions of the Services may not be operated by SSS, but by third-party charter operators, and on whose behalf SSS acts merely as an agent. The Client acknowledges that there is no partnership, agency, joint venture or any other similar relationship between any or all of SSS, the Client and such third party charter operators.

(b) In cases to which this Condition 8 applies, SSS is not, and is not to be regarded as, acting as an air carrier or contracting carrier and shall have no liability to Client or to any of the Client's passengers in respect of any death or injury or loss of or damage or delay to baggage arising during any such third party charter. However, if for any reason SSS is deemed to be an air carrier or contracting carrier for the purpose of such third party charters, its liability to such matters will be governed in all respects by the Montreal Convention .

9. LIABILITY

Any liability of SSS and of its employees and agents for any damage arising out of or in connection with SSS Services hereunder (including delays) is excluded, subject to any compulsory provision to the contrary of

any applicable national or international law, in particular of the Montreal or Warsaw Convention, and of EC Regulation. Specific notices regarding the liability of SSS according to these instruments are included in the Flight Confirmation. In any case, SSS is not liable for indirect damage or consequential loss.

10. MISCELLANEOUS

The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision herein. It is understood and agreed that these Terms and Conditions, along with the Flight Confirmation constitute the entire Agreement of SSS and the Client and supersede all previous agreements between TAG and the Client relating to its subject matter. No variation of the terms or provisions is enforceable unless in writing signed by SSS and the Client.