

General Terms and Conditions of Business  
Of  
Air Pink doo  
Radnicka 5A,  
11000 Belgrade, Republic of Serbia

## A. Definitions

**"Charterer"** is the contractual partner that commissions Air Pink to complete a flight.

**"Charter Agreement"** is the contract concluded between Air Pink and the Charterer for the completion of a flight.

**"General Terms and Conditions"** is General Terms and Conditions of Business of Air Pink doo

**"Air Pink"** is Air Pink doo, Radnicka 5A, 11000 Beograd, Republic of Serbia.

**"Price of the flight"** is the price, agreed in the Charter Agreement, for the completion of the agreed flight (total price), in accordance with the provisions in the Charter Agreement and in these General Terms and Conditions of Business and can be adjusted: decreased or increased as a result of unforeseen operational reasons and/or force majeure, after the flight has been completed.

**"Force majeure"** refers to unforeseeable and unavoidable events over which Air Pink has no control, including, without limitation, Act of God, weather conditions, natural disasters, war or civil unrest, hostilities (whether or not war has been declared), terrorist acts, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, health epidemic, the order of any court or governmental or regulatory authority, any strike, lock-out or other industrial trade dispute (official or silent) and similar events that make completion of the agreed flight impossible.

## B. General Terms and Conditions of Business

The following General Terms and Conditions of Business of Air Pink are an integral part of each Charter Agreement with Air Pink and Anex to the existing Charter Agreement, applicable in their current version at the time of conclusion of the corresponding agreement. Differing or contradicting agreements shall not be recognized by Air Pink unless they are expressly approved by Air Pink in writing.

These Terms and Conditions apply to Charterer and third parties named by the Charterer who will use the air transportation service provided by Air Pink such as business organizations, business people and private consumers, unless a distinction is made in the corresponding clause.

### 1. Existence of a Charter Agreement:

A Charter Agreement shall come into existence upon reconfirmation (acceptance), on the part of the Charterer, of the Charter Confirmation, received from Air Pink, in good time and in writing.

Following receipt of an inquiry from a charter customer, Air Pink shall submit a non-binding proposal in writing. The proposal shall specify the key details of the corresponding flight (aircraft type, origin, destination and price). If the Charterer confirms the information in the proposal - in writing - and wishes to place a booking, Air Pink shall send a Charter Agreement, accompanied with General Terms and Conditions of Business, to be signed and returned by the Charterer. Once the Charter Agreement has been signed, by the Charterer and Air Pink, a binding Charter Agreement shall come into existence

Offered service shall remain subject to the availability of the aircraft and crew, and conditional upon the technical feasibility of the flight. Any change by the Charterer, after the Charter Agreement has been signed by both parties, related to change of origin airport or destination airport, request for additional sector, increase of number of passengers or request for additional passengers on any sector, must be agreed with Anex to the existing Charter Agreement, signed by the both parties!

### 2. Air Transportation Services

The Charter Agreement entitles the Charterer to an air transportation service in accordance with the relevant air transport legislations. Both the Charterer and/or third parties to be named by the Charterer shall be entitled to this service if their health condition allows them safe air transportation without jeopardizing their existing health condition. The Charterer shall remain the sole contractual partner. The Charter Agreement shall include transportation of all passengers' baggage, unless otherwise agreed. The number and weight of baggage that can be carried depends

on the number of the passengers, the aircraft booked and expected weather conditions. The passenger(s) must be informed by Charterer about maximum baggage allowance (number and weight of bags) during the booking process. The pilot is entitled to reduce the maximum baggage allowance (weight) per passenger for safety reasons, on a case-by-case basis.

The chartered air transportation service shall comprise transportation by air on the booked aircraft and with the legally defined crew, from the agreed point of departure to the agreed point of destination, or to the alternate airport if due safety, weather, other operational reasons or force majeure aircraft was not able to land to agreed point of destination.

Costs for de-icing, or for sheltering the aircraft in a hangar to avoid de-icing, are not included in the price of the flight. Air Pink is entitled to charge for these expenses separately, upon presentation of documentary proof, except for de-icing or sheltering the aircraft in a hangar to avoid de-icing, at base airport Belgrade.

### **3. Performance of contract**

In exceptional cases, Air Pink is, where there is good cause, entitled to change, postpone or cancel the flight for the reasons relating to the safety, technology, Governmental Regulations, weather, denial of traffic rights, or force majeure. Air Pink shall not be liable for any resulting costs or damages, with the exception of costs or damages caused by intent or gross negligence. Should Air Pink be unable to complete the agreed flight, the price of the flight shall be reduced pro rata in accordance with the extent to which the flight was completed and the number of flight hours. This shall not apply if the flight does not take place or is not completed due to factors for which the Charterer, a passenger(s), or individuals for whom they are accountable, is responsible.

Should the flight deviate from the agreed routing, for reasons relating to the safety, technology, weather or force majeure, and aircraft lands at the airport other than destination airport, or alternate to destination airport, Air Pink shall not be liable for any resulting costs or damages, with the exception of costs or damages caused by intent or gross negligence, and the Charterer shall pay to Air Pink any additional costs arising from the corresponding actions taken, such as costs to continue the air trip to agreed destination.

Should the flight deviate from the agreed routing, for the reasons to the weather at the agreed destination airport, and aircraft lands at planned alternate airport Air Pink shall not continue to the agreed destination airport if and when the weather improves. Contract shall be taken as fulfilled by the Air Pink and Air Pink shall not be liable for any costs or damages on the side of the Charterer, or responsible to arrange other means of transportation of the passenger from alternate airport to planned destination, on Air Pink's account.

Should the flight lands or take off from the airport, in the city which have more than one suitable airport, other than airport indicated in the Charter Agreement, due airport operational reasons, ATC restrictions ( slots), force majeure, Air Pink shall not be liable for any resulting costs or damages to Charterer, with the exception of costs or damages caused by intent or gross negligence, and the Charterer shall pay to Air Pink any additional costs arising from the corresponding actions taken.

Air Pink is entitled, at any time, to substitute the aircraft only with one of the aircraft's from its fleet, Air Pink shall notify the Charterer of any such changes, as soon as possible, before departure. A change in the aircraft does not entitle the Charterer to withdraw from the Charter Agreement. In the event of the aircraft replacement by Air Pink Air Pink's entitlement to payment for the price of the flight remains valid and unaffected, and the Charterer shall pay any additional costs arising from the corresponding actions taken.

### **5. Authority of the pilot**

The pilot of the plane is entitled to take all and any safety measures necessary, at any time. In this respect, he has complete authority with regard to modifying the cargo load and seating capacity, and with regard to passengers and goods, and the landing, distribution and unloading of cargo and baggage. Similarly, the pilot shall come to all necessary decisions regarding if and how the flight shall be completed, deviations from the proposed route and where a landing shall take place. The pilot is entitled to deny unregistered persons access to the aircraft, cancel the flight at any time and/or divert it if the behavior of any passenger poses a threat to the safety and rights of other passengers. In such instance, Air Pink's entitlement to payment for the price of the flight remains valid and unaffected, and the Charterer shall pay any additional costs arising from the corresponding action taken.

## 6. Travel documents

The Charter Agreement shall be issued by Air Pink. Once issued, the Charterer must provide Air Pink with a passenger list no later than 48 hours ( two working days ) prior to departure, or no later than the deadline specified by Air Pink and forward all necessary information and documents. The Charterer is responsible for ensuring that these documents are accurate and complete. The Charterer is also responsible for ensuring that passengers have all travel documents required for entry into and exit from a country, including, without limitation, passports, visas, documentary proof of vaccination, etc. The Charterer shall be liable for all damages arising from the inaccuracy or incompleteness of said information and documents, or for documentation submitted late or issued in an incorrect way. The Charterer shall also be liable for compliance with applicable currency and health regulations.

## 7. Transport of Dangerous goods, animals and other objects

Objects or animals that may endanger the aircraft or people on board may not be transported. All passengers are obliged to read the Dangerous Goods Leaflet of objects prohibited from hand baggage or hold luggage before they board the plane. Should a passenger carry dangerous goods on board, as defined in the Serbian Air Transport Law and Serbian Law on Transport of Dangerous Goods, either on their person or in their baggage, in particular, without limitation, weapons or objects that may be used as weapons, the passenger must show these to the pilot before the start of the journey. The pilot shall come to a decision on whether and how to transport such weapons or objects and is entitled to cancel the flight if it is feared that individuals or the aircraft may be endangered. No objects, bulky baggage, etc. shall be allowed on board if there is any risk whatsoever of significant injuries or harm to individuals, or of damage or soiling of plane equipment.

### 7.1 Carriage of expectant mothers

The following regulations apply for safety reasons and to avoid health risks to expectant mothers: Air Pink will carry expectant mothers up to 4 weeks before the expected date of delivery without certification that the Passengers is fit to travel; Air Pink is entitled to demand presentation of the woman's antenatal medical record as proof that the pregnancy is not beyond the 35th week.

Air Pink or the pilot in command have right to refuse to carry out flight if he is not informed in good time that expectant mother have less than 4 weeks to the expected date of delivery. The foregoing regulations also apply to the date of any planned return flight.

### 7.2 Carriage of infants, children and adolescents

Owing to the risk of potential health damage, Air Pink recommends that newborn babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

### 7.3 Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if Air pink has been notified at the time of booking and has confirmed carriage of the pet. Charterer is responsible that the pets complies with the requirements in the country of destination.

Air pink is DEFRA approved carrier and can bring pets in UK only through following airports:

- London-Stansted
- London-Farnborough
- London-Biggin Hill
- Edinburgh

### 7.4 Carriage of baggage

#### (a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EU-OPS standard weight tables by Passenger and by type of aircraft. Passengers are obliged to notify Air Pink of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

All changes regarding composition of passengers or number and weight of bags must be reported to Air Pink minimum 3 hours before scheduled departure.

If the Passengers did not provide exact weight of all baggage within requested time Air Pink will not be responsible for departure delay caused by measuring the weight of baggage due to process of recalculation of weight and

balance of the aircraft.

The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, Air Pink reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

(b) Transport of dangerous goods and other objects

Objects or animals that may endanger the aircraft or people on board may not be transported. All passengers are obliged to read the Dangerous Goods Leaflet of objects prohibited from hand baggage or hold luggage before they board the plane. Should a passenger carry dangerous goods on board, as defined in the Serbian Air Transport Law and Serbian Law on Transport of Dangerous Goods, either on their person or in their baggage, in particular, without limitation, weapons or objects that may be used as weapons, the passenger must show these to the pilot before the start of the journey. The pilot shall come to a decision on whether and how to transport such weapons or objects and is entitled to cancel the flight if it is feared that individuals or the aircraft may be endangered. No objects, bulky baggage, etc. shall be allowed on board if there is any risk whatsoever of significant injuries or harm to individuals, or of damage or soling of plane equipment.

(c) Prohibited items in hand baggage

(1) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- all firearms (pistols, revolvers, rifles, shotguns etc);
- replica and imitation firearms;
- component parts of firearms (excluding telescopic sighting devices and sights);
- air pistols, rifles and pellet guns;
- signal flare pistols; starter pistols; toy guns of all types; BB guns;
- industrial bolt and nail guns; cross bows; catapults;
- harpoon and spear guns; humane killers for livestock;
- stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser);
- lighters shaped like a firearm.

(2) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- axes and hatchets; arrows and darts; crampons; harpoons and spears;
- ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- meat cleavers; machetes;
- open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge);
- sabres, swords and swordsticks; scalpels; scissors;
- ski and walking/hiking poles;
- throwing stars;
- tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches.

(3) Blunt instruments

Any blunt instrument capable of causing injury, including:

- baseball and softball bats;
- clubs or batons - rigid or flexible - e.g. Billy clubs, blackjacks, night sticks and batons;
- cricket bats; golf clubs; hockey sticks; lacrosse sticks;
- kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
- martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.

## 7.5 Electronic equipment

For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

Portable Electronic Devices (PEDs, Lap Top, Mobile phones ect.) containing lithium batteries carried by passengers can only be carried in the passenger cabin, on the person or in the carry-on baggage.

## 7.6 Smoking

Smoking may be prohibited on some Air Pinks flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Charterer.

## 7.7 Electronic cigarettes

Electronic cigarettes, also called personal vaporizers or electronic nicotine delivery systems are allowed to be carried only in the cabin, where an possible incident can be immediately mitigated, and not in checked baggage

## 8. Payment

Payment agreements are specified in the Charter Confirmation and Air Pinks' invoice. Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice and must be on Air Pink's account before commencement of the flight. In the case of late or incomplete payments, Air Pink reserves the right to cancel the Charter Agreement at the expense of the Charterer and deny boarding.

## 9. Delays caused by the Charterer

Should the period of time for which the aircraft is available to the Charterer, in accordance with the Charter Agreement, be exceeded because passengers and their baggage are not ready in good time, or because travel documents or other documentation required for the journey are not available, or due to other acts or failures on the part of the Charterer, his employees, representatives, agents or passengers, and should this delay lead to significant additional costs, Air Pink is entitled to demand that the Charterer reimburse these costs.

## 10. Withdrawal from agreement/change of Charter Confirmation

Air Pink is entitled to withdraw from the Charter Agreement with immediate effect, while retaining its rights to any claims, excluding all and any rights to damages or other claims on the part of the Charterer or passengers, if:

- there is a significant breach of obligations specified in the Charter Agreement on the part of the Charterer, in particular, without limitation, if the price of the flight is not paid in full and in good time;
- insolvency proceedings are initiated against the assets of the Charterer and are still pending;
- force majeure or factors caused by the Charterer or passengers prevent completion of the agreed flight,
- there are other significant reasons that mean Air Pink cannot reasonably be expected to comply with the agreement,
- the passengers, their baggage and/or cargo are not ready in good time before departure.

In the above instances, Air Pink shall make efforts to offer a flight at a later time/date, excluding all and any claims to a legal entitlement hereto on the part of the Charterer.

Withdrawal from the Charter Agreement on the part of the Charterer must be made in writing by e-mail. Should the Charterer withdraw from a flight on an aircraft operated by Air Pink, before the planned date of departure, the following cancellation fees shall apply:

<b>After signing the Charter Agreement till 8 days</b> prior to departure:	10 % of the total amount
<b>7 days till 48 hrs</b> prior to departure:	20 % of the total amount
<b>48 hours till 24 hrs</b> prior to departure:	50 % of the total amount
<b>Less than 24 hours</b> prior to departure:	100 % of the total amount

The deadlines above are based on the time at which Air Pink receives notification of the withdrawal.

## 11. Denial of transportation

Air Pink may deny passengers transportation, at its own discretion and while retaining all rights and claims, for good cause, in particular, without limitation, if the mental or physical condition or the behavior of the passengers represents a threat to safety or a violation of law.

## 12. Special services

Special services provided and/or made available by Air Pink, for example, VIP treatment, special catering service, on-board telecommunications via satellite phone, de-icing and anti-icing, limo service, etc., are not a part of the total price of the flight and shall be charged separately to the Charterer.

### 13. Applicable legislation, legal venue

The performance of the charter service is subject to the laws of the Republic of Serbia, in particular, without limitation, the Serbian Air Transport Law, the General Terms and Conditions of Business of Air Pink and conditions stated in Air Pink's Charter Agreement and Air Pink's Insurance policies.

### 14. Other provisions

The assignment and transfer of rights and obligations arising from the Charter Agreement by the Charterer, require the express written authorization of Air Pink.

These terms and conditions shall be governed and construed in accordance with Republic of Serbia law and Republic of Serbia courts shall have exclusive jurisdiction to settle any claim or matter arising under this Agreement.

Any dispute arising between parties concerning these terms and conditions shall refer to a single arbitrator to be agreed between the parties.

Should one or several provisions in these General Terms and Conditions of Business be or become invalid, this shall not affect the validity of the remaining provisions mutatis mutandis. In such instance, the invalid provision shall be replaced by a valid provision of which the meaning and intended economic effect come as close as possible to those of the original provision.

Aleksandar Ilić  
General Manager  
Air Pink doo

A handwritten signature in black ink, appearing to read "Aleksandar Ilić".

Belgrade, Serbia, 31.Dec.2017