



Terms and Conditions

1. DEFINITIONS:

This "Agreement" shall mean this Aircraft Charter Agreement and its Charter Quotation which is an integral part thereof; the "Client" includes any passenger and their baggage carried on the aircraft;"AVIATION HORIZONS" shall mean Horizons Middle East Company; the "Aircraft" shall mean the aircraft specified herein or any aircraft provided by AVIATION HORIZONS; the "Schedule" shall mean the flight or any series of flights as defined in the Charter Quotation hereto; the "Charter Price" shall mean the standard amount payable to AVIATION HORIZONS by the Client for the Schedule to be performed under this Agreement;

2. APPLICATION:

2.1 This Agreement shall replace and prevail any previous arrangements made between the Client and AVIATION HORIZONS.

3. AVIATION HORIZONS'S OBLIGATIONS:

3.1 Client shall indemnify and hold harmless AVIATION HORIZONS and its successors and assignees and any Lenders, from and against any and all loss (including Client's own loss of use), claims (including, without limitation, claims involving strict or absolute liability in tort, damage, injury, death, liability and third party claims), demands, costs and expenses of every nature, including reasonable attorneys' fees, arising directly or indirectly from or in connection with the maintenance, use or operation of the Aircraft when arising from the Client default, negligence or misconduct.

4. NON PERFORMANCE DELAY VARIATIONS AND DIVERSIONS:

4.1 In the event of AVIATION HORIZONS non-performance, partial performance or delay of the Schedule resulting wholly or partly from any Force Majeure event or whatever circumstances beyond AVIATION HORIZONS's reasonable control, AVIATION HORIZONS shall endeavor its reasonable efforts to perform or continue the Schedule and HAS shall not be liable to Client for any direct, indirect, special or consequential damages caused directly or indirectly by such delay or failure to furnish the Aircraft.

4.2 If AVIATION HORIZONS is unable to resume the Schedule performance within a reasonable time after the Schedule due date, AVIATION HORIZONS may cancel this Agreement by notice in writing to the Client and shall be under no liability to the Client in respect of such cancellation.

4.3 AVIATION HORIZONS shall be entitled, without giving a reason, to substitute the Aircraft Type specified herein with another aircraft type comparable to the Aircraft or bigger, including with respect to its amenities and configuration.

4.4 Client agrees that AVIATION HORIZONS or the Pilot of the Aircraft shall have complete discretion concerning the operation or when, in the reasonable view of AVIATION HORIZONS or the Pilot of the Aircraft, safety may be compromised, AVIATION HORIZONS or the Pilots of the Aircraft may cancel the Schedule or any part of or take other action necessitated by such safety consideration. The Client shall accept all such decisions as final and binding and AVIATION HORIZONS shall not be liable for any loss, damage, delay, cost or claim of whatever nature arising from any such decision taken by AVIATION HORIZONS or the Pilot for reasons of safety.

4.5 If the performance of the Schedule is prevented or delayed by any act or omission of the Client or anyone in its control or acting on its behalf including any delay caused by the late arrival of the Client's or its luggage, the Client shall be liable to any additional costs incurred by AVIATION HORIZONS or their agents.

5. CLIENT'S OBLIGATIONS:

5.1 The Client hereby indemnifies and hold AVIATION HORIZONS harmless from and against all claims and expenses (including all legal costs) in respect of any liability to third parties for any damage arising out of wrongful act or omission of the Client, its servants or agents and for any claim for damages or fines imposed on AVIATION HORIZONS as a result of the Client breach of the terms hereof.

5.2 Deviation from any of the terms set out in this Agreement hereto through the action of or at the request of the Client may result in alterations to the Charter Price for any additional costs incurred by AVIATION HORIZONS or their agents.

6. INTERNATIONAL CARRIAGE:

6.1 Carriage hereunder shall be subject to the rules and limitations relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended by the Hague Protocol and/or by any other Treaty applicable to such carriage insofar as such carriage is "international carriage" as defined in the above Conventions and is governed thereby Carriage hereunder which is not governed by the Warsaw Convention shall be subject to all applicable laws which extend provisions of the convention to such carriage or which otherwise limit HAS's liability.



- 6.2 The Client warrants that all necessary Passports, Visas, Health and Other Certificates necessary to secure transit through any intermediate points and entry into the Country of destination of the flight(s) will be held and in the event of the appropriate Immigration Authorities refusing entry to any Client in circumstances where the carrier is required to transport such Client to the point of origin of the flight(s) or to any other point, then the cost of doing so shall be repayable by the Client to AVIATION HORIZONS upon demand.
- 6.3 The Client undertakes that their baggage will not contain anything of a dangerous, hazardous or offensive nature or of which the carriage, importation or exportation is prohibited by any Country or State which has to be crossed or entered. The Client shall also ensure the possession of all documents enabling them to comply with all Customs, Police, Public Health and other regulations which are applicable in the country "State" of flight originating point and States in which landings are made both in respect of themselves and their baggage and to be responsible for the payment of all dues or charges in connection with them.

7. PRICE AND PAYMENT:

- 7.1 The Client shall pay AVIATION HORIZONS's the Charter Price prior to the Scheduled departure and shall pay any additional sums for due for any of the reasons mentioned in this Agreement or otherwise reasonably incurred by AVIATION HORIZONS in the performance of this Agreement (together with any applicable Value Added Tax, and without any set-off or other deduction) . All payment shall be net to AVIATION HORIZONS without any deduction or withholding.
- 7.1.1 Unless expressly included in the Charter Quotation, the price does not include:
 - 7.1.2 Any charges connected with airport Client charges;
 - 7.1.3 Any special meals or catering charges beyond AVIATION HORIZONS's standard catering;
 - 7.1.4 all satellite communications services; and
 - 7.1.5 all ground transportation in connection with Owner's flights arranged by AVIATION HORIZONS at Owner's request

8. GENERAL:

- 8.1 The failure to exercise or delay in the exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 8.2 The Client is not entitled to assign the benefit of this Agreement to any other person without AVIATION HORIZONS prior written consent. AVIATION HORIZONS may procure the various performances of their obligations hereunder by any third party.
- 8.3 This agreement shall be construed and take effect according to the Laws and Regulations of the Kingdom of Saudi Arabia unless. Any dispute or controversy arising out or connection with this Agreement shall be settled amicably by the Parties. If both Parties could not settle such dispute or controversy amicably within 15 days from the date of such dispute or controversy arose, then the dispute or controversy may be submitted to the Board of Grievance in Jeddah for settlement

Signatures

For and on behalf of AVIATION HORIZONS;

For and on behalf of Charterer;

Name :: Majed Jan

Name : _____

Signature: _____

Signature: _____