
GENERAL TERMS AND CONDITIONS OF EGT JET LTD FOR CHARTER FLIGHT

1. DEFINITIONS

For the purpose of these General Terms and Conditions for Charter Flight (hereinafter the "Terms and Conditions"), and unless the context requires otherwise, the following capitalized words and expressions shall have the meaning given to them below:

"Agreement" means Charter Flight Agreement and/or Frame Agreement for Charter Flights duly concluded between the Carrier and the Client for air carriage of Passengers and baggage for a fee.

„Airfare" means the price of the Charter Flight specified in Carrier's Offer and confirmed by the Carrier in writing via Flight Confirmation sent to the Client.

„Carrier" means EGT JET LTD, a sole owner limited liability company, organized according to the laws of the Republic of Bulgaria, entered in the Commercial Register and the Register of Non-Profit Entities to the Registrar Agency under UIC 205537060, having its seat and registered address at Sofia, Pancharevo district, Vranya – Lozen - Triagalnika region, 4, Maritsa Street, holding an Air operator certificate No BG66 and an Air carrier license No BG 1008-40.

„Charter Flight" or **„Flight"** means the flight or flights detailed in the Flight Schedule.

"Checked Baggage" means Client's baggage under Carrier's custody.

„Client" is every natural person or legal entity who enters a Charter Flight Agreement with the Carrier.

„Flight Schedule" means the flight schedule as specified in the Flight Confirmation or the Charter Flight Agreement.

„Offer" means a non-binding proposal sent by the Carrier to the Client specifying the airfare, the route, and the Flight Schedule.

„Passenger" means any natural person onboard the relevant charter flight.

„Pilot in Command" means the pilot in charge of the aircraft during the flight.

„Unchecked Baggage" or **„Hand Baggage"** means the baggage carried by a Passenger with him/her.

2. SCOPE AND VALIDITY OF THE OFFER AND OF THE AGREEMENT

- 2.1. These Terms and Conditions apply to any transportation of Passengers and baggage. For the avoidance of doubt, these Terms and Conditions shall apply to any Offer extended by the Carrier, as well as to any Agreement entered with the Carrier. Any other conditions (including general terms and conditions of the Client) that differ from or contradict these Terms and Conditions shall only bind the Carrier if explicitly accepted and confirmed in writing by it.
- 2.2. Each Offer shall be valid and binding if accepted by the Client and confirmed by the Carrier by a written Flight Confirmation (hereinafter "Flight Confirmation").
- 2.3. The deadline for the acceptance of each Offer is indicated in it. In case no deadline is specified, the Offer may be accepted within 24 hours of the time it is issued. The Client may accept the Offer after the expiration of the above deadline, provided that the aircraft is not reserved under another Agreement and subject to Carrier's confirmation.
- 2.4. The Carrier may refuse to confirm the Offer and/or to enter into an Agreement provided that the deadline for acceptance of the Offer has expired or the flight performance is prevented by force majeure.
- 2.5. All terms in the Flight Confirmation, including financial and other parameters, shall be binding for the parties unless they agree otherwise in the Agreement.
- 2.6. In the event of conflict between these Terms and Conditions and the Charter Flight Agreement concluded between the parties, the provisions of the Charter Flight Agreement shall prevail.
- 2.7. In the event of conflict between the Frame Agreement for Charter Flights and the Charter Flight Agreement concluded between the parties, the provisions of the specific Charter Flight Agreement shall prevail.
- 2.8. The Client agrees that after signing of an Agreement the agreed terms may not be altered within the last seven (7) days before the date of the relevant Flight unless so required for technical reasons or reasons related to flight safety. In case the Client wishes to add additional services that are not included in the Flight Confirmation and/or the Agreement, the Client agrees that the Carrier may increase the price. In that case, the increased price shall be binding for the Client and the Client shall pay it within the term specified

in the invoice.

3. AIRCRAFT AND CREW

- 3.1. For the purpose of the agreed Charter Flight, the Carrier is required to provide suitably equipped and fueled aircraft and crew in accordance with the applicable regulations.
- 3.2. In case the competent authorities request a change in configuration of the aircraft after the Agreement has been signed and the seats available to the Client shall be fewer than originally agreed, the Client may request pro-rata reduction of the airfare. Provided that the Carrier refuses to grant such price reduction the Client has the right to unilaterally terminate the Agreement by paying to the Carrier the costs incurred by it so far. The Carrier is obliged to immediately inform the Client about the reduction of the number of available passenger seats. The Client shall immediately notify the Carrier of its request for a reduction in the Airfare or for the termination of the Agreement or otherwise it loses this right.
- 3.3. The Carrier has the right at any time to replace the aircraft with one or several other aircraft suitable for the agreed Flight after notifying the Client in advance.
- 3.4. Provided that such replacement shall lead to additional costs the Client shall be notified thereof and may accept or refuse timely manner such an updated offer.
- 3.5. Passengers that are intoxicated, under the influence of narcotic substances, contagiously ill, as well as mentally ill, posing a danger to other Passengers or to the safety of the flight, as well as those who have refused a security check, including of their luggage are not permitted for transportation. In these cases, the Client owes to the Carrier the full amount of the transport price.
- 3.6. The instructions of the Carrier and/or the Pilot in Command of the aircraft regarding the operation of the flight and observance of the established order onboard the aircraft are obligatory for all persons being on board. The Carrier and/or the Pilot in Command have the right at any time, without the Client being entitled to object, to:
 - 3.6.1. decide regarding the safe performance of the Flight and the safe landing of the aircraft.
 - 3.6.2. modify or cancel the scheduled Flight due to technical or safety reasons.
 - 3.6.3. order to make or not make a landing and, if need be, divert from the route and/or to proceed to one or more emergency landings.
 - 3.6.4. not permit on board the aircraft any Passenger or piece of baggage that endangers the flight safety.
 - 3.6.5. make a decision about the dimensions and weight of the baggage that could be carried on board the aircraft and how to distribute the load.
 - 3.6.6. make decisions on any other issues concerning flight and Passengers' safety.
- 3.7. All additional costs related to the decisions under item 3.6 above shall be covered by the Client.
- 3.8. Any Passenger who violates the established rules of travel and conduct on board the aircraft and disobeys the Pilot in Command may be forced to leave the aircraft at the departure or stopover airport without being entitled to a refund of the paid airfare.
- 3.9. Smoking onboard all Carrier's aircraft is prohibited.
- 3.10. Electronic devices must be switched off or in flight mode, if possible, before take-off and landing.

4. BAGGAGE

- 4.1. No baggage with defective packing, perishable and/or dangerous goods is not allowed onboard the aircraft.
- 4.2. Passengers are prohibited from bringing the following items into restricted areas at airports and on board the aircraft:
 - a) rifles, firearms and other devices firing solid projectiles – devices capable, or expected to be capable, of being used to cause serious injury by firing solid projectiles, including:
 - firearms of all types, such as pistols, revolvers, rifles, smoothbore rifles.
 - toy firearms, and model and imitation firearms that can be confused with real weapons.
 - component of firearms, excluding telescopic sights
 - compressed air and carbon dioxide weapons, such as air pistols, pellet guns, rifles and ball bearing guns, as well as signal flare pistols

and starter pistols; bows, crossbows and arrows; slingshots and catapults.

b) stunning devices – devices designed specifically to stun or immobilize, including:

- shock generating devices such as stun guns, tasers and stun batons.
- devices meant for stunning or killing animals.
- any chemicals, gases and sprays that cause immobilization or stunning, such as Mace gas, hot sprays, tear gas, acid sprays and animal sprays.

c) objects with a sharp point or sharp edge – objects with a sharp point or sharp edge capable of being used to cause serious injury, including:

- items designed for chopping, such as axes, hatchets and cleavers, ice axes and ice picks.
- razor blades, box cutters, knives with a blade longer than 6 cm.
- scissors with blades of more than 6 cm as measured from the point of attachment of the blades.
- martial arts equipment with a sharp point or sharp edge.
- swords and sabres.

d) workmen's tools – tools which may be used to cause serious injury, or which may endanger the safety of aircraft, including:

- iron levers, drills and drill bits, including cordless portable power drills.
- tools with a blade or a shaft of more than 6 cm that can be used as a weapon, such as screwdrivers and chisels.
- saws, including cordless portable battery-powered saws.
- soldering lamps.
- bolt guns and nail guns.

e) blunt instruments – objects which may be used to cause serious injury when struck with them, including:

- baseball and softball bats; sticks and truncheons, such as police truncheons, etc.;
- martial arts equipment.

f) explosives and incendiary agents and devices, which could or presumably could be used for causing serious injury or endanger the safety of the aircraft, including:

- ammunition; blasting caps; detonators and fuses; models or imitations of explosive devices.
- landmines, grenades, and other explosive containers.
- fireworks and other pyrotechnic devices.
- smoke bombs and cartridges; dynamite, gunpowder, and plastic explosives.

This list is non-exhaustive. It identifies the categories of items by means of examples and in some cases, the final decision shall be taken at inspector's discretion.

- 4.3. Each Passenger may carry on board the aircraft checked baggage weighing up to fifteen (15) kg. and hand baggage weighing up to five (5) kg. with dimensions that allow its safe storage in the aircraft cabin during the Flight.
- 4.4. Any baggage exceeding the aforesaid weight and dimensions, as well as special baggage, e.g., sports equipment, strollers, wheelchairs, pets etc. may only be carried on board after the explicit permission of the Carrier and/or the Pilot in Command as specified in the Agreement.
- 4.5. The Carrier and/or the Pilot in Command may, at their own discretion, reduce the dimensions and the weight with a view of the safety of the Flight in each individual case.

5. PRICE OF THE CHARTER FLIGHT

- 5.1. The total price of the agreed Flight is specified in the Agreement. The Client shall pay the price to the Carrier in advance following the terms and within the deadlines specified in these Terms and Conditions and/or agreed upon in the Agreement.
- 5.2. In the cases set forth in these Terms and Conditions and/or the Agreement, the Carrier may increase the airfare after advance notice to the Client.
- 5.3. The airfare of the Charter Flight includes:

- 5.3.1. The costs for flight operation and aircraft maintenance, including the cost of the ferry flight or flights, as the case may be, with respect to the performed chartered flight.
- 5.3.2. Aircraft crew salaries.
- 5.3.3. Third-party liability insurance; passenger accident insurance and baggage insurance.
- 5.3.4. Landing fees, parking and hangar fees, fuel tax, as well as aircraft ground handling charges, except for aircraft de-icing fees, unless otherwise specified in the Agreement.
- 5.3.5. Passenger fees, provided that they are not directly paid by the Passengers and there is no other clause in the Agreement.
- 5.3.6. Registration of Passengers and their baggage.
- 5.3.7. Standard onboard buffet, hot and cold drinks (including alcohol) and snacks. The Carrier can provide catering at the request of the Client at additional cost. The Client may arrange onboard catering itself with Carrier's permission, in which case the Client arranges its delivery onboard the aircraft and pays all costs related to it.
- 5.3.8. Overflight fees.
- 5.3.9. Transportation of Passengers' baggage.
- 5.4. The agreed airfare does not include:
 - 5.4.1. Passengers' transportation costs to and from airports.
 - 5.4.2. Costs for visas, customs fees, customs duties and any other formalities regarding the Passengers and/or their baggage.
 - 5.4.3. VIP terminal fees.
 - 5.4.4. Specific requirements to the onboard buffet other than the standard for the Carrier.
 - 5.4.5. Royalty fees – Passenger tax applied in some specific regions.
 - 5.4.6. Additional costs due to force majeure events, as well as the aircraft de-icing cost.
 - 5.4.7. Additional costs due to increase of the flight time by more than 15 minutes compared to the offered one, or due to bad weather, or due to technical failure of the aircraft, or due to change upon Client's request or other circumstances not attributable to the Carrier, including crew overnight costs due to change of the flight schedule or delays.
 - 5.4.8. Other costs incurred in connection with Client's requests.
- 5.5. If, after the date of the Offer or the date of the Agreement there is an increase in the price of the security services, aircraft insurance premiums, fuel, petrol, landing and takeoff fees, air control and air navigation, customs duties and other similar costs related to the aircraft operation or any other component of the Charter Flight, the Carrier may respectively increase the price of the Charter Flight accordingly. A price increase of up to 5% (five per cent) shall be borne by the Carrier, and an increase above this threshold shall be borne entirely by the Client.
- 5.6. All offers are made for flights that require a crew of two pilots unless specified otherwise. The working time of the crew is limited by the applicable crew working time regulations. If any circumstances or changes in the flight schedule or route necessitate the crew to work overtime, and as a result, the number of the crew needs to be increased or otherwise a second flight crew is to be hired, the relevant costs shall be invoiced separately. The Client agrees that if the Carrier makes use of extra or a second flight crew then it might be possible that during the Flight some members of the crew travel in the cabin and the crew rest area may be separated from the other cabin space by means of curtain/partition screen. In those cases, as well as in case of crew relocation, the Client shall cover all additional costs.

6. TERMS OF PAYMENT

- 6.1. The price for the Charter Flight shall be paid to the account of the Carrier specified in the Agreement not later than twenty-four (24) hours prior to the performance of the Flight unless otherwise agreed. All bank fees and commissions regarding the payment of the price for the Charter Flight shall be borne by the Client.
- 6.2. During the Flight, all payments and costs incurred by the Carrier at the request of the Client, which are not included in the price of the Charter Flight, shall be invoiced additionally, and shall be paid by the Client against such invoice in the form and the currency specified by the Carrier. The Client is obliged to pay such invoice within seven (7) days of receipt.

7. DELAY IN THE FLIGHT SCHEDULE. DEFERRED SERVICE. IMPOSSIBILITY TO EXECUTE.

- 7.1. The schedule of the Charter Flight is specified in the Agreement and is binding for the Client.
- 7.2. The timing set forth in the Charter Flight Schedule and the transportation documents is conditional and may be changed in case of circumstances beyond the control of the Carrier control, including with regards to the safety of the Charter Flight. The additional costs, if any, incurred as a result of the change of hours, shall be borne by the Client.
- 7.3. In the event of a delay of the Charter Flight for reasons attributable to the Carrier, the Carrier has the right to transport the Passengers by other means of transport of passengers and luggage at its own expense or to accommodate the Passengers in a hotel selected by the Carrier until such time as it were possible for the Charter Flight to be executed.
- 7.4. Provided that the Flight is delayed because of delay of Passengers or their baggage or due to incomplete or missing documents, the Carrier may:
 - a) operate the Flight with a delay; in this case, the Client is obliged to pay all additional costs for the Flight arising from the flight delay, including the waiting costs of the crew and the aircraft idle time.
 - b) cancel the Flight and charge the Client an indemnity pursuant to section 8 of these Terms and Conditions.
 - c) in case the delay exceeds 120 minutes, the Carrier may operate the Flight without the Passengers and the Client is obliged to pay the full airfare set forth in the Agreement and the costs under item (a) above unless agreed otherwise.
- 7.5. In case the Flight or part of it cannot be performed due to reasons beyond the control of the Client or the Carrier, or the delay is more than 24 hours, the Carrier is obliged to refund to the Client part of the price calculated pro-rata the length of the flown distance of the agreed Flight. If the Charter Flight also includes the performance of a return flight, the part of the Agreement relating to it shall remain unchanged provided that the Carrier can perform the scheduled return flight.
- 7.6. The Carrier shall not be liable in the case that any of the Passengers are not allowed access to the destination airport due to Covid-19 restrictions and / or other restrictions and sanctions of the EU or other public authorities. All additional costs related to the above situation, including additional flights to be performed by the Carrier, shall be paid by the Client.

8. REFUSAL OF CARRIAGE

- 8.1. Provided that the Client withdraws from the Agreement he owes a penalty to the Carrier as follows.
 - 8.1.1. Upon signing of Flight Agreement, but over 72 hours prior to departure: 15% of the Airfare;
 - 8.1.2. 72 hours to 24 hours prior to departure: 50% of the Airfare;
 - 8.1.3. Less than 24 hours prior to departure: 100% of the Airfare.
 - 8.1.4. If the Carrier acts as a broker and the relevant aircraft is provided by a third party, the indemnity and the penalties shall apply and remain in full force and effect.
- 8.2. A Passenger may withdraw from the Agreement and get a refund of the airfare in case of illness, including of a member of his/her family who would travel together with him, as evidenced by a healthcare establishment.
- 8.3. In case of non-performed Flight due to the death of the Passenger, a member of his family or a parent, a brother or a sister, as well as collateral relatives up to second degree, the Carrier shall refund the full transportation price.
- 8.4. The Carrier may withdraw from the Agreement without notice and free of any penalty, and the Client shall owe the full airfare, in the following cases:
 - 8.4.1. If the Passengers does not show within the agreed time or if the Client fails to make the baggage available for the Flight within the agreed time.
 - 8.4.2. If the Client violates any of its obligations under the Agreement and/or fails to pay the full or part of the agreed price, cannot secure the price for the Flight or files for bankruptcy.
 - 8.4.3. If the Flight or part of it should be cancelled because the Client has signed a similar charter flight agreement with another carrier on its own or someone else's behalf, the Client shall pay to the Carrier the full price, unless agreed otherwise.
 - 8.4.4. Either party may withdraw from the Agreement due to declared or commenced war which constitutes a danger to the Flight, due to blockade of the airport of departure or destination, due to detention of the aircraft by the competent authorities, due

to closure of the airport of departure or destination by order of the authorities or due to other events of similar nature. In these cases the Client may request a full refund of the paid airfare provided that the refusal has been made prior to the commencement of the Flight, and if it occurred after the commencement of the Flight the Client may request the difference between the full price and the price of the actually performed transportation service.

9. LIABILITY OF THE CARRIER

- 9.1. The Carrier is liable only within the conditions specified in this section of these Terms and Conditions, and the Carrier is expressly released from liability in the following cases:
 - 9.1.1. Damages caused by third parties.
 - 9.1.2. Damage caused as a result of and/or non-fulfilment of obligations due to force majeure or bad weather conditions, as a result of which the safe performance of the Flight is impossible, as well as for reasons, direct or indirect, related to legal or regulatory obligations, decrees, regulations or rules, or damages/non-fulfilment for reasons beyond the control of the Carrier.
 - 9.1.3. Claims as a result of delay of a Passenger or baggage or landing on reserve airport, in the cases when such claims are not caused culpably by the Carrier.
 - 9.1.4. Claims for incurred costs of any nature, related to the Client, its employees, representatives or contractors, arising from the fulfilment/non-fulfilment of these Terms and Conditions by the Carrier, when they are not caused culpably.
 - 9.1.5. Indirect or consequential claims of any nature due to delays due to technical reasons beyond the Carrier's control and reasons endangering flight safety.
- 9.2. The Carrier is only liable for damages caused during the flight service performed by it. The liability of the Carrier shall in no case exceed the value of the proven damage.
- 9.3. The Carrier is liable for damages for which evidence of occurrence, causal relationship and amount may be provided.
- 9.4. The Carrier shall not be liable when it proves that all necessary measures have been taken to prevent damage or that it has been unable to take such measures.
- 9.5. Carrier's discharge from liability also applies to its agents, employees, representatives, as well as the owner of the aircraft, including its agents, employees and representatives. The total amount of the indemnity that should be paid by the Carrier may not exceed Carrier's liability.
- 9.6. The Carrier shall be liable for the damages caused in case of death or bodily injury suffered by a Passenger, provided that the accident causing the damages occurred onboard the aircraft or at the time of boarding or disembarking the aircraft and the actions related to it. This liability is exercised in accordance with the laws of the Republic of Bulgaria and in accordance with international agreements and treaties to which the Republic of Bulgaria is a party.
- 9.7. Liability in connection with damage to Passenger baggage
 - 9.7.1. Carrier's liability during transportation of baggage is in accordance with the requirements of the Convention for the Unification of Certain Rules for International Carriage by Air, drawn up in Montreal on 28 May 1999 (ratified by law – SG No 67/2003) (SG, No 6/2004) and Council Regulation (EU) No 202/97 of 9 October 1997 on the liability of air carrier in the event of accidents.
 - 9.7.2. The Carrier is liable for the damages that occurred as a result of damaged or missing checked baggage if the damage has occurred during the time the baggage was under its custody.
 - 9.7.3. The Carrier shall not be liable for damages caused by delay if it is able to prove that it has taken the necessary measures in order to avoid the damages or it has been impossible to undertake such measures.
 - 9.7.4. The Carrier shall not be liable for damages or missing baggage of the Passenger that occurred due to the special properties of luggage, defects of the packaging, which could not be noticed upon acceptance, failure to indicate in the transport document the special properties of luggage requiring special storage conditions.
 - 9.7.5. The Carrier is not responsible for the loss or damage of fragile or perishable items (computers or other electronic equipment), jewellery, bijoux, money, securities or other valuables, medicines, keys, passports, newspapers, magazines, ID cards or other documents as well as samples or other items in the checked baggage of the Passenger regardless of whether the Carrier is

informed about them or not, except in cases where the damage was caused due to gross negligence or willful misconduct. For avoidance of doubt, this listing is not exhaustive.

- 9.7.6. The Carrier shall not be liable for damages caused by items in the Passenger's baggage. In the event that such items damage the baggage of another Passenger or to the property of the Carrier, the Passenger is obliged to indemnify the Carrier for all damages and costs incurred by the latter.
- 9.7.7. A statement of findings shall be prepared in respect of all missing and damaged baggage and personal belongings of the Passenger.
- 9.7.8. If the Passenger fails to notify the Carrier in writing about missing or damaged baggage within the period under item 9.7.9 below, it shall be deemed that the baggage has been delivered in good condition and in compliance with the Agreement.
- 9.7.9. For missing or damaged baggage the Passenger, the consignor, the consignee or their legal representatives shall file a claim in writing with the Carrier not later than seven (7) days from the date of receipt of the baggage, and in case of lost baggage – from the date the baggage should have been received. Claim for delayed baggage should be filed not later than twenty-one (21) days from the date of handing over the baggage to the eligible person.

10. FORCE MAJEURE EVENTS

- 10.1. The Carrier reserves the right to postpone or reroute the Flight at any time or to provide the Client with another similar aircraft at the Client's expense in case the Flight cannot be performed with the offered/reserved aircraft due to the scenarios set out in the Global Risk Report from the World Economic Forum, such as war, hostilities, violations of a country's neutrality, uprising, civil war, civil unrest, riots, sabotage, strikes, blockades, pandemics, health emergencies, quarantine, abduction, terrorist acts, requisition, confiscation, expropriation, seizure, ground and air meteorological conditions or other force majeure circumstances of any nature, crew illness, technical reasons, detention or similar measures, aircraft accidents or due to other factors over which the Carrier has no control or when the safety of the Passengers or the aircraft crew may reasonably be assessed as endangered at the discretion of the Pilot in Command or of the Carrier's personnel.
- 10.2. The Carrier shall not be liable for any damage or loss resulting from or incurred, directly or indirectly, in connection with the aforesaid circumstances. In the event that any of the above occurs before the commencement of the first stage of the Flight as specified in the Offer, and no suitable solution could be found, the Carrier reserves the right to cancel the Flight. In this case, the Carrier shall refund to the Client a sum corresponding to the airfare reduced by all costs incurred to date.
- 10.3. In the event that any of the above occurs during the Flight, all costs resulting from such changes or delays shall be invoiced separately at cost and shall be borne by the Client, except for the costs for aircraft repair, but including the costs for negotiating a replacement aircraft. Provided that all costs (including all flights back to the base) and the costs already incurred are less than the price of the flight in question, the Carrier shall refund to the Client a sum corresponding to the difference.

11. CLIENT'S LIABILITY

- 11.1. The Client is responsible for the performance of the Agreement even if it acts as an intermediary. The Client shall be liable for all damages to the aircraft caused by Client's employees, representatives, agents and/or Passengers.
- 11.2. The Client is obliged to notify the Carrier in writing about damages caused to the transported Passengers occurred during the air transportation within two hours after the end of the flight, and about damaged baggage – within two hours after its delivery. The Carrier shall assume no responsibility provided that the damage has not been reported within the specified timeframe.

12. PERSONAL INFORMATION

- 12.1. For concluding and fulfilling the Agreement, the Client provides personal data to the Carrier.
- 12.2. More information on how the Carrier processes the personal data of its Customers and Passengers can be found in the Privacy Policy uploaded on the Carrier's website.

13. INSURANCE

- 13.1. The carrier is obliged to maintain valid personal accident insurance for a passenger, payable in the event of death or incapacity for work in accordance with Regulation (EU) No 785/2004.
- 13.2. In the event that an affected party is indemnified under accident insurance, the same party may not claim compensation for damages caused by the Carrier for the amount paid under the insurance indemnity. Accident damages will in all cases be included in the Carrier's liability insurance.
- 13.3. In the event that the Flight is operated with an aircraft other than that of the Carrier, the insurance and liability of the carrier whose aircraft physically performs the Flight shall apply.
- 13.4. The aircraft used for the performance of the Agreement may be used within the framework and the scope of the flight permit in accordance with the aviation laws and the requirements of the aviation authority of the Republic of Bulgaria, the country of registration and the countries to/from which the Passengers are transported or the countries over which the aircraft is flying.
- 13.5. The Client undertakes to familiarize each Passenger with the Terms and Conditions of the Agreement.

14. REGULATIONS, LAWS, DECREES

- 14.1. The Carrier shall apply the following regulations, laws and decrees:
 - 14.1.1. The provisions of the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929, the Hague Protocol of 1955, the Montreal Additional Protocol No 2 (1975), the Guadalajara Convention of 1961.
 - 14.1.2. The Montreal Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.
 - 14.1.3. The Regulation of the European council EU 227/97 of October 1997.
 - 14.1.4. The Bulgarian laws and especially the Civil Aviation Act and all regulations and requirements related to the aviation activity within the borders of the Republic of Bulgaria.
 - 14.1.5. These General Terms and Conditions for Charter Flight.
- 14.2. The Client realizes the importance of the legal restrictions and obligations regarding aviation activity and undertakes to be bound by these restrictions and obligations.

15. TERMINATION OF THE AGREEMENT

- 15.1. This Agreement may be terminated:
 - 15.1.1. upon expiry of its term;
 - 15.1.2. with its performance;
 - 15.1.3. by mutual consent of the parties;
 - 15.1.4. in other cases provided for in the Agreement or in these Terms and Conditions.
- 15.2. The cancellation or termination of the Agreement on any of the aforesaid grounds shall not discharge the Client from its liability to pay to the Carrier all incurred costs related to the performance of the Agreement, as well as the price of the agreed services the performance of which has already begun. In all cases, the Carrier does not owe a refund of received advance payments.

16. MISCELLANEOUS

- 16.1. The Bulgarian legislation applies to these Terms and Conditions and their interpretation. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention) as well as the relevant UN law are explicitly excluded.
- 16.2. Provided that any section of these Terms and Conditions or of the Agreement proves to be invalid or unenforceable, this shall not make the Agreement or the entire Terms and Conditions invalid. The Carrier and the Client shall endeavour to replace, by way of negotiations, the invalid or unenforceable section of these Terms and Conditions or of the Agreement.

- 16.3. Agreements may only be amended and/or supplemented by mutual consent of the parties in writing.
- 16.4. The Carrier may amend and update the Terms and Conditions at any time for which it will notify the Client. The amended Terms and Conditions are considered accepted by the Client if the latter has not objected within two (2) working days of receiving the notification. In case the Client does not accept the amended Terms and Conditions, the Agreement may be terminated unilaterally by the Client. In case that the amended Terms and Conditions are accepted, the obligations of the Client and Carrier shall survive in an amended form. Upon termination of the Agreement by the Client, the obligations of the parties are terminated after the settlement of the financial relationship between the Client and the Carrier.
- 16.5. The Client may assign to third parties its rights under the Agreement or parts thereof or the spare capacity or the payload or part thereof only after written confirmation by the Carrier.
- 16.6. Bulgarian legislation shall apply to all unresolved matters herein.
- 16.7. These Terms and Conditions have been prepared in Bulgarian and translated into English. In case of discrepancies between the Bulgarian and the English version, the Bulgarian version shall prevail.
- 16.8. All communications between the parties as regards the Agreement shall be made in writing and shall be sent by prepaid registered mail or via e-mail, as follows:
- 16.8.1. To the Carrier: to its registered office or such other address for which the Carrier has notified the Client;
- 16.8.2. To the Client: to its registered office (if a legal entity) or (in any other case) to any address of the Client specified in the Agreement.
- 16.9. All disputes regarding the existence and the validity of an Offer, Agreement, Terms and Conditions and other arrangements between the parties or in connection with these or the breach thereof, including disputes and disagreements over their validity, interpretation, termination, performance or non-performance, filling in gaps or adjusting them to emerging circumstances will be settled by the parties in a spirit of partnership. In case of disagreement, the dispute will be referred to the competent Bulgarian court.

NOTICE REQUIREMENTS OF THE UNION – ARTICLE 6, PARAGRAPH 1 OF REGULATION 2027/97 OF THE COUNCIL OF 9 OCTOBER 1997 ON AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE

Air carrier liability for passengers and their baggage

This information notice summarizes the liability rules applied by European Community air carriers as required by the European Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits on liability for injury or death of passengers. For damages up to SDR 100,000, the air carrier may not contest claims for compensation. Above this amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise guilty.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs, within 15 days of the identification of the person entitled to compensation. In the event of death, this advance payment must not be less than SDR 16,000.

Passenger delays

In the event of a passenger delay, the air carrier shall be liable for damages unless it has taken all reasonable measures to avoid the damage, or it has been impossible to take such measures. Liability for passenger delays is limited to SDR 4,150.

Baggage delays

In the event of baggage delay, the air carrier shall be liable for damages unless it has taken all reasonable measures to avoid damage, or it has been impossible to take such measures. Liability for baggage delay is limited to 1,000 SDRs

Destruction, loss or damage to baggage

The air carrier shall be liable for destruction, loss or damage to baggage up to 1,000 SDRs. In the case of checked baggage, he is liable, even if he is not guilty unless the baggage is defective. In case of unchecked baggage, the Carrier is liable only in case of fault.

Higher limits for baggage

The passenger can take advantage of a higher liability limit by making a special declaration at the latest at check-in and by paying an additional fee.

Baggage Complaints

If baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the event of damage to checked baggage, the passenger must write and complain to the air carrier within seven days and in the event of a delay within 21 days, in both cases from the date on which the baggage was made available to the passenger.

Liability of contracting and actual carriers

If the air carrier actually operating the flight is not the same as the contracting air carrier, the passenger has the right to file a complaint or claim compensation. If the name or code of the air carrier is indicated in the ticket, the air carrier is the contracting air carrier.

Time limit for action

Any legal action for damages must be brought within 24 months of the date of arrival of the aircraft or the date on which the aircraft must have arrived.

Base of information

The basis for the rules described above is European Community Regulation №2027 / 97 (as amended by Regulation (EC) №889 / 2002) and the national legislation of the Member States.