



GENERAL TERMS AND CONDITIONS FOR CHARTER FLIGHTS OF EGT JET LTD

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. For the purposes of these General Terms and Conditions for Charter Flights ("General Terms"), the following capitalized words and expressions shall have the meaning given below, unless the context requires otherwise:

"Agreement" or "Charter Flight Agreement" means Charter Flight Agreement duly concluded between the Carrier and the Client for the carriage of Passengers and baggage by air for remuneration.

"Captain" means the pilot-in-command who operates the aircraft during flight.

"Carrier" means EGT JET Ltd, a limited liability company established under the laws of the Republic of Bulgaria, registered in the Commercial Register at the Registry Agency with UIC 205537060 with registered office and management address: Sofia, Iskar District, 126 Prof. Tsvetan Lazarov Blvd., holding Air Operator Certificate No. BG66 and Air Carrier License No. BG 1008-40.

"Charter Flight" or "Flight" means the flight or flights described in the Flight Schedule.

"Client" means any natural or legal person who enters into an Agreement with the Carrier.

"EU Regulations" means applicable European Union aviation regulations including but not limited to Regulation (EU) No 965/2012, Regulation (EC) No 261/2004, Regulation (EC) No 785/2004, and their amendments.

"Flight Confirmation" means the written confirmation sent by the Carrier to the Client confirming the flight details and price.

"Flight Price" means the charter flight price stated in the Carrier's offer and confirmed in writing by the Flight Confirmation.

"Flight Schedule" means the flight schedule specified in the Agreement and Flight Confirmation.

"Force Majeure" means unforeseeable circumstances beyond the control of either party, including but not limited to acts of God, war, terrorism, pandemic restrictions imposed by governmental authorities, strikes, or severe weather conditions that make safe operation impossible.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999, as amended.

"Offer" means a non-binding proposal from the Carrier to the Client stating the carriage price, route, and flight schedule.

"Passenger" means any individual traveling on the relevant Charter Flight.

"Registered Baggage" means baggage that the Client hands over to the Carrier's custody.

"SDR" means Special Drawing Rights as defined by the International Monetary Fund.



“Unregistered Baggage” or “Hand Baggage” means baggage that the Passenger carries with them.

1.2. Interpretation. Headings are for convenience only; the singular includes the plural and vice versa; references to laws include their amendments and consolidated versions. In case of conflict, the order of precedence is: (i) Flight Confirmation and any specifically negotiated special conditions, (ii) Charter Flight Agreement, (iii) these Terms, (iv) Carrier policies published to the Client.

2. APPLICATION AND VALIDITY OF OFFERS AND AGREEMENTS

2.1. Scope of Application. These General Terms apply to all carriage of Passengers and baggage performed by the Carrier as air taxi operations. They apply to every Offer made by the Carrier and every Agreement concluded by the Carrier. Any other conditions (including the Client's general terms) that differ from or contradict these General Terms shall only bind the Carrier if expressly accepted and confirmed in writing.

2.2. Offer Validity. Each Offer becomes valid and binding only when accepted by the Client and confirmed by the Carrier with a written Flight Confirmation.

2.3. Acceptance Period. The acceptance period for each Offer is specified therein. When not specified, the Offer may be accepted within 24 hours from issuance. The Client may accept the Offer after this period, provided the aircraft is not reserved under another charter agreement, subject to the Carrier's express confirmation.

2.4. Carrier's Right to Refuse. The Carrier may refuse to confirm an Offer and/or conclude an Agreement if the acceptance period has expired or insurmountable obstacles to flight performance have arisen.

2.5. Binding Conditions. All conditions in the Flight Confirmation, including financial and other parameters, are binding on the parties unless otherwise agreed in the Agreement.

2.6. Changes to Confirmed Bookings. The Client agrees that agreed conditions cannot be changed within the last 7 (seven) days before the relevant Flight, except when technical or safety reasons require it. If the Client requests additional services not specified in the Flight Confirmation and/or Agreement, the Carrier has the right to increase the price. Such increased price becomes binding and the Client must pay it within the term specified in the invoice.

3. AIRCRAFT AND CREW

3.1. Aircraft Provision. For the agreed charter flight, the Carrier shall provide a suitably equipped and fueled aircraft with crew in accordance with applicable regulations and EU safety standards.

3.2. Configuration Changes. If competent authorities require aircraft configuration changes after the Charter Flight Agreement is signed, resulting in fewer seats than originally agreed, the Client may request proportional price reduction. If the Carrier refuses such reduction, the Client may unilaterally terminate the Charter Flight Agreement upon payment of the Carrier's costs incurred to date. The Carrier must immediately inform the Client of any reduction in available passenger seats. The Client must immediately notify the Carrier of their request for price reduction or Agreement termination or forfeit this right.

3.3. Aircraft Substitution. The Carrier may at any time substitute the aircraft with one or more other aircraft suitable for the agreed transport, after prior notification to the Client. If such



substitution results in additional costs, the Client will be notified and may accept or refuse the updated offer in a timely manner

3.4. Safety and Security.

3.4.1. Eligibility. The Carrier may refuse carriage to persons who: (i) are intoxicated or under the influence of narcotics; (ii) present a security or health risk for the crew or the other passengers; (iii) have refused security checks, including baggage checks; (iv) violate applicable entry, visa or health requirements; or (v) otherwise jeopardize safety or good order on board.

In these cases, the Client owes the Carrier the full carriage price.

3.4.2. Mandatory Compliance. Orders of the Carrier and/or aircraft commander related to flight operations and maintaining order in the aircraft are mandatory for all persons on board.

3.4.3. Captain's Authority. The Carrier and/or commander have the right at any time, without Client objection, to: (i) Make decisions regarding safe charter flight performance and safe aircraft landing; (ii) Change or cancel the planned flight for technical or safety reasons; (iii) Order landing or not, and if necessary, deviate from the route and/or make one or more forced landings; (iv) Refuse carriage of Passengers and baggage that threaten flight safety; (v) Decide what baggage and its size and weight may be carried and how it should be distributed within the aircraft; (vi) Make decisions on all other matters related to Flight and Passenger safety.

3.5. Additional Costs. All additional costs related to decisions under Section 3.4.3 above are borne by the Client.

3.6. Passenger Removal. A Passenger who violates established travel and behavior rules in the aircraft and does not obey the commander may be forced to leave the aircraft at the departure or intermediate airport without the right to claim refund of the paid carriage price.

3.7. Smoking Prohibition. Smoking is prohibited on all Carrier aircraft, including electronic cigarettes and vaping devices.

3.8. Electronic Devices. Electronic devices must be switched off or in-flight mode, if possible, before takeoff and landing. Devices may be used in flight mode during cruise flight at the captain's discretion.

4. BAGGAGE

4.1. Prohibited Baggage. Baggage with compromised packaging, perishable items, and/or dangerous goods are not permitted for carriage.

4.2. Security Restrictions. In accordance with EU Regulation 2015/1998 and its implementing acts, passengers are prohibited from bringing the following items into airport restricted areas and on board the aircraft:

4.2.1. Guns, firearms and other devices that discharge projectiles: (i) all types of firearms including pistols, revolvers, rifles, shotguns; (ii) toy guns and replicas that could be mistaken for real weapons; (iii) component parts of firearms except telescopic sights; (iv) compressed air and CO2 weapons; (v) bows, crossbows and arrows; (vi) Harpoons and spear guns; (vii) slingshots and catapults.

4.2.2. Stunning devices: (i) devices for shocking such as stun guns, tasers, and stun batons; (ii) animal stunning and killing devices; (iii) disabling chemicals, gases and sprays including mace, pepper sprays, tear gas, acid sprays.



4.2.3. Objects with sharp points or edge: (i) items designed for chopping such as axes, hatchets and cleavers; (ii) ice axes and ice picks; (iii) razor blades; (iv) box cutters; (v) knives with blades exceeding 6 cm; (vi) scissors with blades exceeding 6 cm from the fulcrum; (vii) martial arts equipment with sharp points or edges; (viii) swords and sabers.

4.2.4. Work tools that could cause serious injury or threaten aircraft safety: (i) iron levers, drills and drill bits, including cordless portable power drills; (ii) tools with a blade or a shaft of more than 6 cm that can be used as a weapon, such as screwdrivers and chisels; (iii) saws, including cordless portable battery-powered saws; (iv) soldering lamps; (v) bolt guns and nail guns.

4.2.5. Blunt instruments that could cause serious injury when used to strike: (i) baseball and softball bats; sticks and truncheons, such as police truncheons, etc.; (ii) martial arts equipment.

4.2.6. Explosives and incendiary substances and devices: (i) ammunition; blasting caps; detonators and fuses; models or imitations of explosive devices; (ii) landmines, grenades, and other explosive containers; (iii) fireworks and other pyrotechnic devices; (iv) smoke bombs and cartridges; dynamite, gunpowder, and plastic explosives.

This list is not exhaustive. Final determination rests with security personnel.

4.3. Baggage Allowances. Each Passenger may bring:

4.3.1. Registered baggage up to 23 kg with maximum dimensions per bag of 55 x 81 x 34 cm;

4.3.2. Hand baggage with soft sides suitable for safe cabin storage with dimensions that allow its safe storage in the aircraft cabin during the flight of up to 5 kg.

4.4. Excess and Special Baggage. Baggage exceeding the above dimensions and weight, as well as special baggage (sports equipment, child seats, wheelchairs, pets, etc.) may be carried with the Carrier's express permission and/or commander's approval as stated in the Charter Flight Agreement.

4.5. Carrier's Discretion. The Carrier and/or aircraft commander may, at their discretion, reduce dimensions and weight for flight safety in each individual case.

5. CHARTER FLIGHT PRICE

5.1. Payment Terms. The total price for the agreed flight is specified in the Agreement. The Client pays the Carrier in advance according to these General Terms and/or the Agreement. Payment must be received no later than 24 hours before flight execution unless otherwise agreed. All bank fees and commissions related to payment are borne by the Client.

5.2. Additional Charges. During flight execution, all payments and expenses made by the Carrier at the Client's request not included in the charter flight price will be additionally invoiced and due from the Client against an invoice in currency determined by the Carrier. The Client must pay the invoice amount within 7 (seven) days of receipt.

5.3. Price Inclusions. Unless otherwise stated, the Flight Price includes: (i) flight operation and aircraft maintenance costs, including repositioning costs if any; (ii) crew salaries; (iii) insurance: third party liability, passenger and baggage insurance per EU requirements; (iv) landing, parking, hangar fees, fuel surcharge, and ground handling fees (excluding de-icing); (v) passenger fees unless paid directly by passengers or otherwise agreed; (vi) passenger and



baggage check-in; (vii) standard catering with hot and cold beverages (including alcohol) and light snacks; (viii) overflight fees; (ix) passenger baggage transport.

5.4. Price Exclusions. Unless expressly included, the following are excluded and invoiced at cost (plus any applicable administrative fee): (i) Passenger ground transportation to/from airports; (ii) Visas, customs duties, and related formalities; (iii) VIP terminal fees; (iv) Special catering requirements beyond Carrier standards; (v) Royalty fees in - passenger and other taxes applied in some specific regions; (vi) Additional costs due to force majeure and aircraft de-icing; (vii) Additional costs from flight time increases exceeding 15 minutes due to weather, technical issues, Client requests, or circumstances beyond Carrier control; (viii) Other costs related to Client requests; (ix) EU ETS (Emissions Trading System) charges where applicable.

5.5. Price Adjustments. If after the Offer or Charter Flight Agreement date there is an increase in security costs, aviation insurance premiums, fuel, oil, landing and takeoff fees, air traffic control and navigation fees, customs duties, or other similar costs related to aircraft operation, the Carrier may increase the charter flight price accordingly. Price increases up to 5% will be absorbed by the Carrier; increases above this threshold will be fully borne by the Client.

5.6. Crew Duty Time. All offers are prepared for flights requiring two pilots unless otherwise specified. Crew working time is limited by applicable EU Flight Time Limitations under Regulation (EU) No 965/2012. If circumstances or schedule changes require exceeding maximum crew duty time, necessitating augmented crew or second flight crew, these costs will be invoiced separately. The Client agrees that if the Carrier must use augmented or second flight crew, crew may be in the cabin during the Flight and the crew rest area may be separated by curtain/cabin divider. In these cases, and when crew repositioning is necessary, the Client pays all additional related costs.

6. PAYMENT CONDITIONS

6.1. Payment Timeline. The charter flight price is paid to the Carrier's account specified in the Agreement no later than 24 (twenty-four) hours before flight execution unless otherwise agreed. All bank fees and commissions related to charter flight price payment are borne by the Client.

6.2. Additional Services. All services performed during flight execution at the Client's request and not included in the charter flight price, shall be invoiced additionally, and shall be paid by the Client within 7 (seven) days of receipt of such invoice.

7. FLIGHT SCHEDULE DELAYS, DEFERRED SERVICE, IMPOSSIBILITY OF PERFORMANCE

7.1. Schedule Binding. The charter flight schedule is defined in the Charter Flight Agreement and is binding on the Client.

7.2. Schedule Flexibility. Times specified in the charter flight schedule and transport documents are conditional and may be changed if circumstances beyond the Carrier's control require it, including for charter flight safety. Additional costs resulting from time changes, if any, are borne by the Client.

7.3. Carrier-Responsible Delays. For charter flight delays for which the Carrier is responsible, the Carrier may transport Passengers by other passenger and baggage transport means at its own expense or accommodate Passengers in a hotel chosen by the Carrier until the charter flight can be performed.



7.4. Passenger Delay Consequences. If the flight is delayed due to Passenger and/or baggage delays and/or incomplete or missing documents, the Carrier may:

7.4.1. Perform the flight with delay, with the Client paying all additional Flight costs resulting from delay, including crew and aircraft waiting costs

7.4.2. Cancel the flight and invoice the Client penalties per Section 8 of these General Terms

7.4.3. If the delay exceeds 120 minutes, perform the flight without Passengers, with the Client paying the full carriage price specified in the Agreement and costs under point a) above, unless otherwise agreed

7.5. Force Majeure. If the Flight or part thereof cannot be performed due to reasons beyond the Client's or Carrier's control, or delay exceeds 24 hours, the Carrier shall refund the Client a portion of the price calculated according to the flown route length of the agreed flight. If the charter flight also includes return flight performance, the Charter Flight Agreement portion relating to it remains unchanged provided the Carrier can perform the return flight on schedule.

7.6. COVID-19 and Entry Restrictions. The Carrier bears no responsibility if due to COVID-19 restrictions and/or other EU or state authority restrictions and sanctions, any Passenger is denied access upon arrival at the relevant airport. All additional costs related to the above, including additional flights to be performed by the Carrier, are paid by the Client.

8. CANCELLATION

8.1. Client Cancellation. If the Client cancels an Agreement, they owe the Carrier the following penalties:

8.1.1. After Agreement signing and more than 72 hours before aircraft departure: 15% of flight price;

8.1.2. 72 to 24 hours before aircraft departure: 50% of flight price

8.1.3. Less than 24 hours before aircraft departure: 100% of flight price

If the Carrier acts as broker and the aircraft is provided by a third party, penalties and fines apply and remain in force.

8.2. Medical Cancellation. A Passenger may cancel the Agreement and receive a refund for illness, including of a family member traveling with them, established by a medical institution.

8.3. Death-Related Cancellation. For non-performed carriage due to death of the passenger, family member, or parent, sibling, or relative to the second degree, the Carrier refunds the entire carriage price.

8.4. Carrier Cancellation Rights. The Carrier may cancel an Agreement without notice and without penalty, with the Client owing the full carriage price, if: (i) passengers do not arrive at the agreed time or the Client does not provide baggage for the flight at the agreed time; (ii) the Client breaches any Agreement obligations and/or does not pay all or part of the agreed price, cannot secure the charter flight price, or is insolvent; (iii) the flight or part is cancelled because the Client signed a similar charter flight agreement with another carrier, in their own or another's name.

8.5. Force Majeure Cancellation. Either party may cancel the Agreement due to declared or commenced war presenting danger to carriage, blockade of departure or destination



airport, aircraft detention by competent authorities, closure of departure or destination airport by authorities, or other such obstacles. In these cases, the Client may request full refund if cancellation is made before carriage commencement, or if made after commencement – the difference between the ticket price and the price for actually performed carriage.

9. CARRIER LIABILITY

9.1. Liability Limitations. The Carrier is liable solely within the conditions specified in this section. The Carrier is expressly exempt from liability for: (i) damage caused by third parties; (ii) damage resulting from non-performance due to force majeure, adverse weather making safe flight performance impossible, or legal/regulatory obligations, or damage/non-performance for reasons beyond Carrier control; (iii) Claims resulting from Passenger or baggage delay, landing at alternate airport, unless caused by Carrier negligence; (iv) Claims for costs relating to the Client, their employees, representatives or contractors arising from performance/non-performance of these General Terms, when not negligently caused; (v) Indirect or consequential claims due to delays for technical reasons beyond Carrier control threatening flight safety.

9.2. Scope of Liability. The Carrier is liable for damage caused solely during its flight service performance. Carrier liability shall never exceed the proven damage amount.

9.3. Burden of Proof. The Carrier is liable for damages that can be proven with evidence of occurrence, causal connection, and amount.

9.4. Mitigation Defense. The Carrier bears no liability when proving all necessary measures were taken to prevent damage or it was impossible to take such measures.

9.5. Extension to Agents. Liability exemption applies to Carrier agents, employees, representatives, and all persons whose aircraft the Carrier uses, including their agents, employees, and representatives. Total compensation from the Carrier cannot exceed Carrier liability limits.

9.6. Passenger Death or Injury. The Carrier is liable for damage in case of death or bodily injury suffered by a Passenger when the accident-causing damage occurred on board the aircraft or during embarkation or disembarkation. This liability is per Bulgarian law and international agreements to which Bulgaria is party.

9.7. Liability in connection with damage to Passenger baggage

9.7.1. Montreal Convention Application. For baggage carriage, Carrier liability follows the Montreal Convention requirements (28 May 1999) and Regulation (EC) No 2027/97 on air carrier liability in case of accidents.

9.7.2. Registered Baggage. The Carrier is liable for damage resulting from damage or loss of registered baggage if damage occurred while baggage was under its supervision.

9.7.3. Delay. The Carrier is not liable for damage due to delay if proving necessary measures were taken to avoid damage or such measures were impossible.

9.7.4. Inherent Defects. The Carrier is not liable for baggage loss or damage resulting from baggage inherent properties, packaging defects not noticeable upon acceptance, failure to declare special baggage properties requiring special storage conditions.

9.7.5. Valuable Items Exclusion. The Carrier bears no liability for loss or damage to fragile or perishable items (computers or other electronic equipment), valuables, jewelry, money, securities or other valuables, medicines, keys, passports, newspapers, magazines, ID cards or



other documents, samples or other items in Passenger registered baggage whether or not the Carrier is informed, except where damage is caused by gross negligence or intentionally. This list is not exhaustive.

9.7.6. Items in Baggage. The Carrier bears no liability for damage caused by items in Passenger baggage. If these items cause damage to another passenger's baggage or Carrier property, the Passenger must compensate the Carrier for all damage and costs incurred.

9.7.7. Documentation. A statement of findings shall be prepared in respect of all missing and damaged baggage and personal belongings of the Passenger.

9.7.8. Presumption of Proper Delivery. 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. Claim Deadlines. For loss and damage, the Passenger or their legal representatives must file written claims with the carrier no later than seven days from baggage receipt date, and for total loss – from the date it should have been received. Delay claims must be filed no later than twenty-one days from baggage delivery date.

10. FORCE MAJEURE

10.1. Right to Postpone or Redirect. The Carrier reserves the right at any time to postpone or redirect the flight or provide the Client another similar aircraft at Client expense if the flight cannot be performed with the offered/reserved aircraft due to scenarios including but not limited to: war, military action, neutrality violations, uprising, civil war, civil unrest, riots, sabotage, strikes, blockades, lockdowns, pandemics, health emergencies, quarantine, hijacking, terrorist acts, requisition, confiscation, expropriation, seizure, ground and air weather conditions or other force majeure circumstances, crew illness, technical reasons, detention or similar measures, aircraft accidents, or other factors beyond Carrier control or when passenger or crew safety may reasonably be assessed as threatened per captain or Carrier staff judgment.

10.2. No Liability for Force Majeure. The Carrier bears no liability for damage or loss resulting from or arising, directly or indirectly, in connection with the above circumstances. If the above occurs before the first flight leg in the attached offer and no suitable solution can be found, the Carrier reserves the right to cancel the flight. In this case, the Carrier refunds the Client an amount corresponding to the Flight price less all costs incurred to that point.

10.3. Costs During Force Majeure. If the above occurs during flight performance, all costs arising from such changes or delays will be separately invoiced at cost and due from the Client, except for aircraft repair costs but including costs for arranging alternative aircraft. If all costs (including any return flights to base) and already incurred costs are less than the relevant flight Price, the Carrier will refund the Client an amount corresponding to the difference.

11. CLIENT LIABILITY

11.1. Full Responsibility. The Client is responsible for Agreement performance even if acting as intermediary. The Client is liable for all damage to the aircraft caused by Client employees, representatives, agents and/or passengers.

11.2. Damage Notification. The Client must inform the Carrier in writing of damage to transported Passengers during air carriage within two hours after flight completion, and for



baggage damage within two hours after delivery. If damage is not reported within the specified time, the Carrier bears no liability.

12. PERSONAL INFORMATION AND DATA PROTECTION

12.1. Data Processing. For concluding and performing the Charter Flight Agreement, the Client provides personal data to the Carrier. The Carrier processes personal data in accordance with Regulation (EU) 2016/679 (GDPR).

12.2. Privacy Policy. Information on how the Carrier processes Client personal data is available in the Privacy Policy on the Carrier's website and in the Privacy Notice provided to all Clients.

12.3. Data Subject Rights. Clients have rights under GDPR including access, rectification, erasure, restriction of processing, data portability, and objection to processing. These rights may be exercised by contacting the Carrier's Data Protection Officer.

12.4. International Data Transfers. When charter flights involve destinations outside the European Economic Area, personal data may be transferred to third countries. The Carrier ensures appropriate safeguards are in place including Standard Contractual Clauses or adequacy decisions.

13. INSURANCE

13.1. Mandatory Insurance Coverage. The Carrier maintains valid insurance against passenger personal accident payable in case of death or disability per Regulation (EU) No 785/2004 as amended by Delegated Regulation (EU) 2020/1118.

13.2. Insurance Offset. If an affected party is compensated under accident insurance, they cannot claim damage compensation from the Carrier for the insurance compensation amount. Accident damage in all cases is included in Carrier liability insurance.

13.3. Third-Party Aircraft. If the flight is performed with an aircraft other than the Carrier's, the insurance and liability of the carrier physically performing the flight applies.

13.4. Operating Restrictions. The aircraft used for charter flight agreement performance may be used within the scope of flight permission per aviation legislation and air authority requirements of Bulgaria, the registration country, and countries to/from which passengers are carried or over which the aircraft flies.

13.5. Client Obligations. The Client must familiarize each Passenger with the General Terms of the charter flight agreement and ensure compliance with all applicable regulations including sanctions screening requirements.

14. REGULATIONS, LAWS AND ORDERS

14.1. Applicable Law. The Carrier applies the following regulations, laws and orders: (i) Warsaw Convention terms for unifying rules in international air carriage (12 October 1929), Hague Protocol (1955), Montreal Additional Protocol No. 2 (1975), Guadalajara Convention (1961); (ii) Montreal Convention for unifying rules in international air transport (28 May 1999); (iii) European Council Regulation EU 2027/97 (October 1997) as amended; (iv) EU Regulation 965/2012 on air operations and its implementing rules; (v) EU Regulation 261/2004 on passenger rights; (vi) EU Regulation 785/2004 on insurance requirements as amended; (vii) Bulgarian laws, especially the Civil Aviation Act and all regulations relating to aviation activity within Bulgaria; (viii) These General Terms for Charter Flight.



14.2. Client Awareness. The Client acknowledges the importance of legal restrictions and obligations relating to aviation activity and undertakes to comply with these rules and regulations.

15. AGREEMENT TERMINATION

15.1. Termination Grounds. The Agreement may be terminated: – Upon expiration – Upon performance – By mutual agreement – In other cases provided in the Agreement or these General Terms.

15.2. Survival of Payment Obligations. Cancellation or termination on any above grounds does not release the Client from paying the Carrier all costs incurred related to performance and the value of agreed services already commenced. In all cases, the Carrier does not owe return of received advance payments.

16. MISCELLANEOUS PROVISIONS

16.1. Governing Law. These General Terms and their interpretation are governed by Bulgarian law. Application of the UN Convention on Contracts for International Sale of Goods (Vienna Convention) and corresponding UN law are expressly excluded.

16.2. Severability. If any part of these General Terms or the Agreement proves invalid or unenforceable, this does not invalidate the Agreement or entire General Terms. The Carrier and Client will attempt through joint negotiations to replace the invalid or unenforceable part.

16.3. Amendments. Agreements may be amended and/or supplemented only with both parties' written consent.

16.4. Updates to General Terms. The Carrier may amend the General Terms at any time with Client notification. Amended General Terms are deemed accepted if the Client does not object within 2 (two) business days of notification receipt. If the Client does not accept amended General Terms, the Agreement may be unilaterally terminated by the Client. Upon acceptance of General Terms amendments, Client and Carrier obligations continue as amended. Upon Agreement termination by the Client, party obligations terminate after settlement of financial relationships from Client to Carrier.

16.5. Assignment. Only with written Carrier confirmation may the Client assign Agreement rights or parts thereof, or free capacity or payload wholly or partially to third parties.

16.6. Unregulated Matters. Bulgarian law applies to all unregulated matters.

16.7. Language Versions. These General Terms are prepared in Bulgarian and translated into English. In case of discrepancy, the Bulgarian version prevails.

16.8. Communications. All communications between parties regarding the Charter Flight Agreement shall be in writing and sent by prepaid registered mail or email as follows: (i) To the Carrier: to its registered office or other address notified to the Client; (ii) To the Client: to its registered office (if a company) or (in any other case) to any Client address specified in the Agreement.

16.9. Dispute Resolution. Any dispute regarding the existence and effect of an offer, Agreement, General Terms and other arrangements between parties or in connection therewith or their breach, including disputes regarding validity, interpretation, termination, performance or non-performance, gap-filling or adaptation to newly arising circumstances shall be settled by the parties in a spirit of partnership. If no agreement is reached, the dispute shall be resolved before the competent Bulgarian court.



17. Notice required under Regulation (EC) No 2027/97, Article 6(1) — Air carrier liability for passengers and their baggage.

This information notice summarizes the liability rules applied by the Carrier as required by EU legislation and the Montreal Convention. It cannot be used as a basis for a claim for compensation, nor to interpret the Regulation or the Convention.

17.1. Compensation in the case of death or bodily injury. There are no financial limits to the Carrier's liability for passenger injury or death. For damages up to 151,880 SDR, the Carrier cannot contest claims for compensation. Above that amount, the Carrier may defend the claim by proving it was not negligent or otherwise at fault.

17.2. Advance payments. If a passenger is killed or injured, the Carrier will make an advance payment to meet immediate economic needs within 15 days from identification of the person entitled to compensation. In the event of death, this payment will be not less than 16,000 SDR.

17.3. Passenger delays. In case of passenger delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Liability for passenger delay is limited to 6,303 SDR per passenger.

17.4. Baggage delays. In case of baggage delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Liability for baggage delay is limited to 1,519 SDR per passenger.

17.5. Destruction, loss or damage to baggage. The Carrier is liable for destruction, loss or damage to baggage up to 1,519 SDR per passenger. For checked baggage, the Carrier is liable even if not at fault, unless the baggage was defective. For unchecked baggage, the Carrier is liable only if at fault.

17.6. Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

17.7. Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, a passenger may address a complaint or claim for damages against either. If an air carrier's name or code appears on the ticket, that carrier is the contracting air carrier.

17.8. Time limits for action and complaints. Any court action to claim damages must be brought within two years from the date of arrival of the aircraft or the date it ought to have arrived. For baggage, written complaints must be made within 7 days of receipt in case of damage and within 21 days in case of delay.

17.9. Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, implemented in the EU by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002).

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EGT JET Ltd, Air Operator Certificate: No. BG66, EU Air Carrier License: No. BG 1008-40, Member of The Air Charter Association (ACA)