

AREA OF APPLICATION

1. These Air Brokerage General Terms and Conditions (GTC) of ABS JETS, a.s., the company duly incorporated and validly existing under the law of the Czech Republic, with its registered seat at K Letišti 549 – Hangár C, Prague 6 Ruzyně, 161 00, Czech Republic, identification number 271 63 628, registered in the Company Register of the Municipal Court Praha, section B 9421 ("ABS Jets") are applied, unless otherwise agreed in writing, to all air brokerage services and travel arrangement services provided by ABS JETS, irrespective of the particular contractual document (a Brokerage Agreement or other contractual document) by which the GTC were incorporated. For the avoidance of doubt these GTC apply also to any ancillary services provided in connection with any air brokerage services and travel arrangement services.
2. ABS JETS shall be entitled to unilaterally change or modify the GTC.
3. These GTC are an integral part of the Brokerage Agreement or other contractual document concluded with the Client and by signing it the Client agrees with the GTC as well. In the event of any discrepancy between the terms of the Brokerage Agreement or other contractual document concluded with the Client and this Brokerage GTC, the provisions in the Brokerage Agreement or other contractual document concluded with the Client shall prevail.
4. The currently valid version of the GTC shall be available at <http://www.absjets.com/cs/dokumenty/vseobecne-obchodni-podminky> or in writing upon the Client's request from ABS JETS Sales employees.

I. DEFINITIONS

In these Brokerage General Terms and Conditions, the following expressions shall have the following meanings:

1. "GTC" shall mean these Air Brokerage General Terms and Conditions;
2. "ABS JETS" shall mean for the purpose of this GTC the air broker, company registered as akciová společnost at Municipal Court in Prague, entry B 9421, VAT no. CZ27163628, with its seat at Prague 6, K Letišti 549 – Hangár C, 161 00, Czech Republic;
3. "Client" shall mean the natural or legal person or entity requesting and ordering air brokerage services and related travel arrangement services from ABS JETS and/or subsequently entering with ABS JETS into particular contractual relationship (the Brokerage Agreement or other contractual document); may or may not be identical to the passenger(s).
4. "Carrier" shall mean the current operator of the Aircraft holding the valid certificate for commercial air transportation (CAT) that operates a brokered flight;
5. "Aircraft" shall mean the aircraft performing the brokered flight operated by the Carrier;
6. "Price" shall mean the price payable by the Client related to the Flight, air brokerage and related travel arrangement services provided by ABS JETS and/or their subcontractors as specified in the Brokerage Agreement or other contractual document and in the related invoice(s);
7. "Passenger" shall mean any person traveling on board of the Aircraft excluding the members of the flight crew or the operating Carrier.

II. PRINCIPLE AND SUBJECT OF AIR BROKERAGE SERVICES

1. ABS JETS shall arrange a domestic or international commercial flight for the Client(s) under the Client's requirements in the position of the air broker only and does not operate the Aircraft used for air brokerage services.
2. The Flight shall be provided by the operating Carrier that is fully and exclusively liable and responsible for the operation, insurance and maintenance of the Aircraft during the Flight. The operating Carrier shall provide the Aircraft properly manned, maintained, equipped and fueled for the Flight in accordance with the laws and regulations of the state of Aircraft registration and all other applicable laws and regulations. ABS JETS has no authorization nor power of attorney from the operating Carrier to take orders to the crew that are the Carrier's employees or agents. The fulfilment of the Flight is subject to the Carrier's Conditions of Carriage – a link or reference to which shall be in the Agreement or shall be available from Sales department staff upon the Client's request.
3. The captain of the Aircraft shall have complete and absolute discretion concerning the Flight and the load carried, it expressly means e.g. whether or not a Flight shall be undertaken or abandoned, rerouted from the proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft. The Client and all passengers must accept all such captain's decisions as final and binding.

III. BOOKING PROCESS

1. The Client shall send the request for the Flight to ABS JETS (hereinafter the "Request") via:
 - email: sales@absjets.com or
 - web contact form at <https://www.absjets.com/services-54/jet-charter-100> or
 - phone: +420 733 788 782.
2. The Request shall include:
 - a. Scope and description of the requested services, for example:
 - Departure and arrival destination,
 - Departure/arrival date and time,
 - Expected number of passengers and baggage weight specification,
 - Passengers' names, surnames, date of birth and nationalities,
 - Other specific requirements – e.g. special equipment (ski, bike, ...), transfer, transport of disabled passengers, children, pregnant women, pets,
 - Expected size and number of baggage (if known)
 - b. The Client's contact details, including invoice details.
3. In response to that Request ABS JETS shall send to the Client its offer(s) (hereinafter the "Offer") of the requested services via e-mail to the Client's contact details specified in the Request.
4. The submitted Offer shall contain at least one Aircraft available for the requested Flight, incl. Aircraft type description, illustrative photos (if available), price of the Flight, whether a fuel stop might be needed and associated costs, Flight limitations known in advance, the conditions that are subject to e.g. Aircraft availability, airport slots and capacity, Aircraft owner's approval, etc.
5. If the Client unconditionally accepts all conditions, including the price, specified in (any of) the submitted Offers, a binding order for air brokerage services is created (hereinafter the "confirmed Order").
6. Acceptance shall be made electronically by e-mail or by telephone – but always with subsequent confirmation by e-mail to: sales@absjets.com. However, if the Client shall raise any amendment, reservation, restriction or other changes against the Offer, the Order is not created.
7. In case the confirmed Order exists, ABS JETS shall consequently send to the Client for his/her signature the written **Brokerage Agreement** via e-mail, an integral part of which is the valid GTC.

8. The Brokerage Agreement summarizes:
 - a. the Flight routing, incl. Flight schedule,
 - b. price of the Flight,
 - c. list of all additional services incl. travel arrangements (e.g. car transfer, car rental, helicopter, hotel, etc.) and its charge/price, that have been approved so far,
 - d. payment conditions,
 - e. important information and limitations relating to the Flight, incl. number of passenger(s), transport of pregnant person, living animal, dangerous goods, etc.
 - f. storno conditions and cancellation fee,
 - g. possibly other conditions accepted by the Client in the confirmed Order.
9. By the Client's signature of the Brokerage Agreement the binding relationship is created between the parties. Nevertheless, the Brokerage Agreement can be subject to the subsequent availability of Aircraft and crew, permissions, slots, parking, weather conditions and traffic rights, where necessary. Based on all these conditions, the operating Carrier is entitled to change the flight program and notify ABS JETS.
10. Therefore at least 24 hours before the date of departure, the **Flight Brief** with all detailed specifications of the Flight schedule, incl. Aircraft type, Aircraft reg. mark and the name of the operating Carrier, summary of all additional services and information and limitations relating to the Flight is sent electronically by e-mail to the Client. Upon the Client's request the operating Carrier's Conditions of Carriage shall be promptly sent to him.
11. **Time is of the essence in air brokerage service**, therefore:
 - a. any written correspondence between ABS JETS and the Client shall be conducted only electronically by email;
 - b. the Client's signature on the Brokerage Agreement or other contractual document do not have to be officially verified and shall be sent only electronically by email;
 - c. the full Price of the Flight and other charges, fees and prices for additional services that are known on the date of signature of the Brokerage Agreement shall be set up in the invoice issued by ABS JETS. This invoiced price must be paid by the Client to ABS JETS' account in due time and properly. **Until the invoiced sum is received and shown on ABS JETS' account, the Aircraft is not booked and its availability may change;**
 - d. all clarifications, additions or modifications of the Brokerage Agreement shall be made only in the form of email correspondence, not in the form of written amendments signed by both parties;
 - e. any additional services over the sum of agreed services set up in the Brokerage Agreement must be paid by the Client separately;
 - f. If the Client fails to pay the invoiced price properly and in due time ABS JETS reserves the right
 - i. to decline the provision of services until the payment of the Price is credited on his account,
 - ii. to withdraw from the Agreement unilaterally,
 - iii. without prejudice to any other rights or remedies, to cancel the Flight. Applicable cancellation fees imposed by the operating Carrier shall be fully claimed from the Client and the Client is obliged to pay it. Any further claims, including but not limited to any claims for damages, arising from breach of the Client's obligation, are not affected.

IV. PRICE, PAYMENT CONDITIONS

1. The Price for the Flight and air broker services related to the Flight schedule shall be specified in the Agreement or in the confirmed Order. Unless agreed otherwise, the Price for the Flight includes aircraft rental, fuel, crew, basic ground handling fee, take-off and landing fees.
2. All other charges, fees, costs (including, but not limited to de-icing, special license fees, special clearance fees, royalties, fees over the basic ground handling fee due to operations outside of the official airport hours or resulting from the Client's or Passenger's special request or change of the schedule (unless specifically included in the Brokerage Agreement or other contractual document, onboard satellite telephone and internet connection costs, hangarage, car parking, car rental, accommodation, additional cabin service, special catering requests, VIP lounge, etc.) and/or any passenger taxes, luxury taxes, etc. and any other additional service costs whatsoever and howsoever arising in connection with the Flight and upon the Client's request shall be paid separately by the Client.
3. All prices, charges, fees and costs shall be paid by credit card or shall be invoiced to the Client by invoice. Early booking can be paid by bank transfer or credit card. However, in the case of last minute bookings made less than two (2) working days prior to departure, payment by credit card to ABS JETS may be required; in such case the Client is obliged to pay a transaction fee for credit card payment to ABS JETS as well.
4. All invoice(s) issued by ABS JETS, incl. proforma invoices, shall be sent electronically by email to an invoicing address given by the Client.
5. All invoices issued by ABS JETS shall comply with the applicable Czech accounting and tax regulations.
6. Unless agreed otherwise, the invoice maturity period is fourteen (14) days following the date of delivery of the invoice.
7. The Client must pay the invoices within the agreed maturity period to ABS JETS' account.
8. The Client shall pay all price, charges, fees, costs and any other sums at the currency set up in the issued invoice without any set-off, deduction or counterclaim. Different currencies shall be converted into EUR or CZK based on the exchange rate of the date of issue of the invoice.
9. Additional services provided by the third parties shall be re-invoiced separately with a 10% disbursement fee.
10. The Price and all other charges are exclusive of any value-added taxes which shall be paid – in case if stated by the law – in addition to the Price by the Client.
11. Unless specified otherwise, all payments made by the Client shall be paid via bank wire transfer.
12. All banking charges arising from and related to the transfer of money shall be borne by the Client.
13. In case the Client is in delay with the payment of an invoice/tax document, a contractual late payment interest in the amount of 0.1% of the due amount for each day of delay shall be applied.

V. OBLIGATIONS OF THE CLIENT, PASSENGER'S FAILURE

- The Client is obliged to pay his obligations towards ABS Jets properly and in a timely manner.
- The Client is obliged to provide ABS Jets with required details of all passengers on board:
 - name and surname,
 - date of birth,
 - nationality,
 - travel document number and date of expiry,
 - their specific requirements and/or equipment (ski, bike, ...), transfer, transport of disabled passengers, infants, children, pregnant women, pets and other living animals, dangerous goods, etc.
 - size and number of baggage and other cargo, etc.

in advance, at the latest forty-eight (48) hours prior to the scheduled time of departure. If the flight is confirmed less than forty-eight (48) hours prior to the scheduled time of departure, then at the nearest convenience without any delay.

- The Client and/or any passenger of the Client is obliged to arrive at the departure meeting point sufficient time in advance; such information is provided to the Client in the Flight Brief.
- In case the Client and/or any passenger of the Client fail to arrive to the departure meeting point in a timely manner, causing inability to provide the agreed Flight by the operating Carrier, such event has no influence on the Client's obligation to pay the Price and/or the applicable cancellation fee and ABS Jets shall be under NO liability whatsoever to the Client and/or to such passenger.
- In the event that the Client and/or any passenger of the Client is refused entry at any destination airport, the Client shall indemnify and keep indemnified ABS Jets, its officers and employees and agents against any and all cost or expense whatsoever incurred by ABS Jets in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier and passed on to ABS Jets) or of any arrangements made by the operating Carrier and/or ABS Jets to return such passenger to the country from which such passenger was originally carried.
- The Client and/or any passenger of the Client is obliged to act during the Flight in such way that no damage to the property of third parties, especially to the operating Aircraft, shall occur.
- The Client and/or any passenger of the Client is during the operation of the Flight and in the area of the airport obliged to comply with obligations stated by the law and all legal regulations related to air transportation as well as requirements and conditions stated by the Operator.
- The Client and/or any passenger of the Client is only allowed to board the Aircraft with proper travel documents, fulfilling the entry conditions in the destination country (countries), having all required vaccinations and without being under the influence of addictive substances.
- In the event that the Client's or any passenger's conduct, behavior or health is deemed by the captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardize the safety of the passengers and/or the Aircraft, then the captain of the Aircraft shall be entitled to take any action deemed necessary to ensure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. The Client shall be obliged to compensate the operating Carrier and/or ABS Jets against any loss incurred by them as a result of such diversion and removal.

CARRIAGE OF PREGNANT AND DISABLED PASSENGERS

- Carriage of pregnant and disabled passengers is subject to the Conditions of Carriage of the operating Carrier.
- The Client is obliged:
 - to check the "fit to fly" status of all his passengers ensuring that all of them, except for infants under the age of 2 years, are able to board and disembark the Aircraft unassisted and do not require any special assistance during the Flight;
 - to notify ABS Jets about Passengers with reduced mobility or other health limitations and requirements needed to assist them, at the latest forty-eight (48) hours prior to the scheduled time of departure;
 - to notify ABS Jets about pregnant passenger(s) with risk pregnancy or pregnancy after the 28th week and advise if any special assistance or medical certificates are required.
- Failure to declare such information and requirements can result in the refusal to carry such passenger. If such a refusal of passenger(s) causes the delay or cancellation of the Flight or its part, such delay or cancellation is considered as a delay or cancellation caused by the Client and the Client shall be obliged to pay a cancellation fee and compensate the operating Carrier and/or ABS Jets against any loss and damages caused.

CARRIAGE OF DANGEROUS GOODS AND PETS ON BOARD

- Transportation of dangerous goods and pets on board is subject to the Conditions of Carriage of the operating Carrier.
- The Client is obliged to notify ABS Jets about the requirement for carriage of dangerous goods or pets on board immediately, at the latest forty-eight (48) hours prior to the scheduled time of departure.
- No legal claim is applicable for the transportation of dangerous goods and pets on board.
- The Client and/or any passenger of the Client is responsible to fulfil all legal and veterinary conditions associated with the transport of pets and other living animals on board and their arrival to the destination.
- Failure to declare such information and requirements can result in the refusal to carry dangerous goods or pets and other living animals. If such refusal causes the delay or cancellation of the Flight or its part, such delay or cancellation is considered as a delay or cancellation caused by the Client and the Client shall be obliged to pay cancellation fees and compensate the operating Carrier and/or ABS Jets against any loss and damages caused.

CARRIAGE OF BAGGAGE & CARGO

- Carriage of baggage and cargo is subject to the Conditions of Carriage of the operating Carrier.
- Any cargo carried by the Client or by the passengers must be packed safely and adequately.
- The Client is obliged to notify ABS Jets about the requirement for transportation of standard and mainly non-standard number, weight or volume of baggage or other cargo, at the latest forty-eight (48) hours prior to the scheduled time of departure, because weight and dimensions limits of the baggage are subject to the Aircraft type used. The Client is obliged to respect these limitations.
- Failure to declare such information and requirements can result in the refusal to carry such non-standard baggage or other cargo. If such refusal causes the delay or cancellation of the Flight or its part, such delay or cancellation is considered as a delay or cancellation caused by the Client and the Client shall be obliged to pay cancellation fees and compensate the operating Carrier and/or ABS Jets against any loss and damages caused.

VI. IRREGULARITIES AND SUBSTITUTION OF THE AIRCRAFT

- In the case of the occurrence of an AOG event (AOG / Aircraft on Ground – being a consequence of any technical defect preventing the aircraft from flying) or in case that the Aircraft specified in the signed Brokerage Agreement or other contractual document shall become otherwise unavailable or unairworthy to operate the full scheduled Flight or part of it, the Client shall be made aware of such event by ABS Jets immediately.
- The operating Carrier is in that event entitled to unilaterally substitute the Aircraft with other aircraft in the same category which is airworthy and available to operate the scheduled Flight.
- If such aircraft is not available in the operating Carrier's fleet, ABS Jets shall be entitled to offer to the Client a substitute aircraft from another carrier/operator.
- In such event ABS Jets is entitled to cancel an already concluded Brokerage Agreement unilaterally. If the Client unconditionally accepts the new offer, a new binding contractual relationship between the Client and ABS Jets is created and a newly agreed Flight shall be performed subject to the Conditions of Carriage of this new operating Carrier.
- In the case the Client shall refuse such alternative offer, such refusal shall be considered as a Flight cancellation – see Art. VII.
- In case the Flight shall not be realized due to late arrival of the Client and/or his passengers to the departure meeting point and shall cause delay or cancellation of the Flight or its part, such delay or cancellation is considered as a delay or cancellation caused by the Client and the Client shall be obliged to pay cancellation fees and compensate the operating Carrier and/or ABS Jets against any extra costs, loss and damages caused – see Art. VII.
- In case that the scheduled Flight is operated only partly, due to reasons caused by the Client and/or by his passengers, the Client is obliged to pay the Price in full, if not agreed in writing otherwise.
- In case the Client shall require to modify, alter, amend or update an already agreed Flight, then a mutual written amendment on the updated Price and technical possibility to comply with such request shall be concluded between ABS Jets and the Client.

VII. CANCELLATION FEES & TERMINATION

- The Client is entitled to cancel the Flight unilaterally without specifying any reason.
- In such a case the Client is obliged to pay the cancellation fee specified below, unless otherwise agreed in the Brokerage Agreement.
- The Client is also entitled to cancel one or more Flight segments; in such event the Client is obliged to pay the proportional part of cancellation fees.
- Applied cancellation fees:

Notice period	Percentage of the Price Quotation
After booking	30%
7 days – 48 hours prior to departure	50%
48 – 24 hours prior to departure	70%
Less than 24 hours prior to departure	100%

Flights identified as 'Empty Legs' are subject to a 100% cancellation fee

VIII. LIABILITY

- Any liability of **ABS Jets acting as an air broker or an agent only** (i.e. procuring that a third party provides services to the Client) only extends to exercising due care in selecting operating Carriers or providers of related services and is limited to EUR 10,000. If the services are provided to multiple parties, the liability limit shall apply to all such parties in aggregate. Regardless of the above mentioned, ABS Jets shall only be liable to compensate directly caused actual damage; any compensation of loss of profit, non-property harm, consequential, subsequent, punitive or other similar type of damages is excluded.
- The Client is obliged to claim for any claims arising out of performance of the Flight or any part thereof (including delayed, cancellation, re-routing or partial performance) against the operating Carrier in accordance with EC Regulation No. 261/2004 or other applicable regulations and international conventions.
- ABS Jets shall not be liable for damages resulting from:
 - incorrect, untrue or incomplete information provided by the Client;
 - failure of the Client to provide requested cooperation or to comply with ABS Jets instructions or advice;
 - risks notified to the Client beforehand.
- ABS Jets shall be released from its obligation to compensate damages if it proves that the damages could not have been averted despite making all reasonable efforts it could have been requested to make; this includes force majeure events.
- The Client must notify ABS Jets without undue delay of any event that may give rise to liability of ABS Jets. ABS Jets is not obliged to compensate damages, if it has not been notified of its potential liability within 15 working days after the damages have occurred.

IX. GDPR

- During the course of providing air broker services ABS Jets shall process personal data about the Client and/or the passengers.
- ABS Jets is obliged to ensure that such personal data is collected, held and processed in compliance with any and all applicable data privacy laws, in particular Act No. 110/2019 Coll., as amended, which specifies the implementation of Regulation (EU) GDPR No. 216/679 and incorporates the relevant regulations of the European Union.

X. GOVERNING LAW AND ARBITRATION

- The parties' contractual relationship and rights and obligations arising from it or in connection therewith are governed by the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.
- In addition to the statutory provisions excluded by a deviating clause in these GTC or any other party agreement, the following provisions of Act No. 89/2012 Coll., the Civil Code, as amended, do not apply: Section 557 (interpretation contra proferentem), Section 1740(3) (modified acceptance), Section 1765(1) and Section 1766 (hardship clause), Sections 1799 and 1800 (adhesion contracts), and Section 2612 (excess of estimate price).
- The Parties wish to solve any and all disputes and vagueness predominantly by an amicable settlement. In case the Parties are unable to reach an amicable settlement, disputes arising from the Parties' contractual relationship or in connection therewith will be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, in accordance with its Rules by three (3) arbitrators.