



AIR TRANSPORT GENERAL TERMS AND CONDITIONS

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AIR TRANSPORT GENERAL TERMS AND CONDITIONS

These conditions shall apply to all flights organised and provided by WAPE UNIT s.r.o. (hereinafter referred to only as "WAPE UNIT" or "Provider"), to the exclusion of all other terms, conditions, warranties and representations except any specifically agreed between the Parties in writing.

1. DEFINITIONS

In these conditions, the following expressions shall have the following meanings:

- 1.1. **"Air Transport Agreement"** or **"Agreement"** shall mean the contract between Customer and Provider for operation of the Flight Schedule;
- 1.2. **"General Terms"** or **"GTC"** shall mean the General Terms and Conditions set out below;
- 1.3. **"Aircraft"** shall mean any aircraft which is the subject of an Agreement and the Air Transport Agreement agreed by Provider and Customer;
- 1.4. **"Provider"** shall mean WAPE UNIT
- 1.5. **"Carrier"** shall mean the current operator of the Aircraft subcontracted by Provider or any of its employees, directors and officers and holding the valid certificate for commercial air transportation (CAT) and/or the air operator certificate (AOC) that operates a brokered flight
- 1.6. **"Customer"** or **"Client"** shall mean the person, firm or body corporate entering into this Agreement as identified in the Air Transport Agreement;
- 1.7. **"Passenger"** shall mean any person traveling on board of the Aircraft excluding the members of the flight crew or the operating Carrier
- 1.8. **"Parties"** shall mean Provider and Customer;
- 1.9. **"Party"** shall mean Provider or Customer, as the context requires;
- 1.10. **"Booking"** shall mean the schedule of specific terms signed by Customer and Provider;
- 1.11. **"Transport Price"** shall mean the price payable for the Air Transport Agreement and such services as are agreed in advance between Provider and Customer as set out in the Air Transport Agreement;
- 1.12. **"Flight Schedule"** shall mean the place of departure, place of destination and any stopping points, together with any indications of departure and arrival dates and times, set out in the Air Transport Agreement;
- 1.13. **"STD"** shall mean the Scheduled Time of Departure in the Flight Schedule.

2. SUBJECT OF AIR SERVICES AND PRINCIPLE

- 2.1. Provider shall arrange a domestic or international commercial flight for the Customer(s) under the Customer's requirements in the position of the air broker only and does not operate the Aircraft used for air brokerage services.
- 2.2. The Flight shall be provided by the operating Carrier that is fully and exclusively liable and responsible for the operation,

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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. Provider 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.

- 2.3. 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 Customer and all passengers must accept all such captain's decisions as final and binding.
- 2.4. The General Terms and Conditions (GTC) of Provider, the company duly incorporated and validly existing under the law of the Czech Republic, with its registered seat, are applied, unless otherwise agreed in writing, to all air brokerage services and travel arrangement services provided by Provider, irrespective of the particular contractual document (an 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.
- 2.5. The Provider shall be entitled to unilaterally change or modify the GTC.
- 2.6. These GTC are an integral part of the Agreement or other contractual document concluded with the Customer and by signing it the Customer agrees with the GTC as well. In the event of any discrepancy between the terms of the Agreement or other contractual document concluded with the Customer and this GTC, the provisions in the Agreement or other contractual document concluded with the Customer shall prevail.
- 2.7. The currently valid version of the GTC shall be available at <https://wapejets.com> or in writing upon the Customer's request from Provider Sales employees.

3. THE BOOKING PROCESS

- 3.1. The Customer shall send the request for the Flight to Provider (hereinafter the "Request") via:
 - 3.1.1. Email: sales@wapejets.com or
 - 3.1.2. Web contact form at <https://wapejets.com/pronajem-letadel/#inquiry> or
 - 3.1.3. Phone: +420 777 591 558
- 3.2. The Request shall include:
 - 3.2.1. Scope and description of the requested services, for example:
 - a. Departure and arrival destination,
 - b. Departure/arrival date and time,
 - c. Expected number of passengers and baggage weight specification,
 - d. Passengers' names, surnames, date of birth and nationalities,
 - e. Other specific requirements – e.g. special equipment (ski, bike, ...), transfer, transport of disabled passengers, children, pregnant women, pets,
 - f. Expected size and number of baggage (if known)
 - 3.2.2. The Customer's contact details, including invoice details.
- 3.3. In response to that Request Provider shall send to the Customer its offer(s) (hereinafter the "Offer") of the requested services via e-mail/phone (in a written message) to the Customer's contact details specified in the Request.

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- 3.4. 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.
- 3.5. If the Customer 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").
- 3.6. Acceptance shall be made electronically by e-mail or by phone (in a written message) – but always with subsequent confirmation by e-mail to: sales@wapejets.com. However, if the Customer shall raise any amendment, reservation, restriction or other changes against the Offer, the Order is not created.
- 3.7. In case the confirmed Order exists, Provider shall consequently send to the Customer for his/her signature the written Agreement via e-mail/phone (in a written message), an integral part of which is the valid GTC.
- 3.8. The Agreement summarizes:
 - 3.8.1. The Flight routing, incl. Flight schedule
 - 3.8.2. Price of the Flight,
 - 3.8.3. Payment conditions,
 - 3.8.4. Important information and limitations relating to the Flight, incl. number of passenger(s), transport of pregnant person, living animal, dangerous goods, etc.
 - 3.8.5. Storno conditions and cancellation fee,
 - 3.8.6. Possibly other conditions accepted by the Customer in the confirmed Order.
- 3.9. By the Customer's signature of the Agreement the binding relationship is created between the parties. Nevertheless, the 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 Provider.
- 3.10. Therefore at least 24 hours before the date of departure, the Flight Brief with all detailed specifications of the Flight schedule, incl. Aircraft type, summary of all additional services and information and limitations relating to the Flight is sent electronically by e-mail/phone (in a written message) to the Client.
- 3.11. Time is of the essence in air brokerage service, therefore:
 - 3.11.1. Any written correspondence between Provider and the Customer shall be conducted only electronically by email/phone (in a written message);
 - 3.11.2. The Customer signature on the Agreement or other contractual document do not have to be officially verified and shall be sent only electronically by email/phone (in a written message);
 - 3.11.3. 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 Agreement shall be set up in the invoice issued by Provider. This invoiced price must be paid by the Customer to Provider's account in due time and properly. **Until the invoiced sum is received and shown on Provider's account, the Aircraft is not booked and its availability may change;**
 - 3.11.4. All clarifications, additions or modifications of the Agreement shall be made only in the form of email correspondence, not in the form of written amendments signed by both parties;
 - 3.11.5. Any additional services over the sum of agreed services set up in the Agreement must be paid by the Customer separately;
 - 3.11.6. If the Customer fails to pay the invoiced price properly and in due time Provider reserves the right
 - a. To decline the provision of services until the payment of the Price is credited on his account,
 - b. To withdraw from the Agreement unilaterally,
 - c. 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 Customer and the Customer is obliged to pay it. Any further claims, including but not limited to any claims for damages, arising from breach of the Customer's obligation, are not affected.

4. THE AIR TRANSPORT AGREEMENT AND PAYMENT

- 4.1. Carrier shall arrange that the Aircraft is manned, maintained, equipped and fuelled for the Flight Schedule. Customer agrees that the carriage shall be provided by Carrier, who will have sole responsibility for the operation of the Flight Schedule and maintenance and operation of the Aircraft. Customer accepts that Provider may act only as agent for the Customer and the Provider in arrangement of the Air Transport Agreement. In this case, Customer also accepts that the crew of the Aircraft are the servants and agents of Carrier and shall be authorised to take instructions only from Carrier/Provider, unless otherwise agreed by Provider in writing prior to the commencement of the Flight Schedule.
- 4.2. If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the Flight Schedule, Provider shall endeavour to find another suitable carrier at the same price. Should this prove to be impossible, Provider shall endeavour to find an alternative carrier and/or Aircraft as at close a price as possible to the Transport Price and to present such possibility to Customer for acceptance. If Provider is not able to substitute another Aircraft or Customer does not accept any available alternative, Provider shall return the Transport Price to Customer and shall not be under any further liability whatsoever to Customer. However, Customer shall remain liable to pay for any part of the Flight Schedule that has already been operated.
- 4.3. Transport Price includes the cost of fuel, oil, maintenance, landing, parking, ground handling and the remuneration and expense of aircrew during the Flight Schedule. All other costs, including, but not limited to licence fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, cabin service, onboard satellite telephone costs and any other additional service costs whatsoever and howsoever arising shall be paid by Customer, unless otherwise specified in the Air Transport Agreement.
- 4.4. De-icing or hangarage of the aircraft due to the weather conditions and any such non-standard additional costs shall be invoiced by Provider to Customer after the flight and shall be paid promptly by Customer. Provider may require a deposit for the aircraft de-icing during the winter period from October 1 to March 30. De-icing applies to all flights with passengers on board, as well as to empty flight(s) before and after the completed flight(s) related to the Air Transport Agreement.
- 4.5. If ground transport/helicopter transport is (even additionally) agreed, Provider takes no responsibility for any delays caused by the provider of the transportation, traffic conditions and other unpredictable circumstances.
- 4.6. Transport Price and all other charges provided for in this Agreement are exclusive of Value Added Tax or Sales Tax, which shall be paid in addition by Customer at the rate applicable at the tax point.
- 4.7. Customer shall pay Provider the Transport Price in the currency stated and at the time specified in the Air Transport Agreement and any other additional costs agreed between Customer and Provider.
- 4.8. Should any payment not be received from Customer by the date specified in the Air Transport Agreement, Provider, without prejudice to any other rights or remedies it may have in respect of such case, shall be entitled to cancellation charges from the Customer in accordance with Clause 5.
- 4.9. Without prejudice to Clause 4.3 above, Transport Price is also subject to increase due to any variations whatsoever to the Air Transport Agreement requested by Customer and agreed by Provider at any time after the Air Transport Agreement has been signed. Any additional charges shall be invoiced by Provider to Customer and shall be paid promptly by Customer.
- 4.10. Transport Price shall be payable as a 100 % deposit before the Flight on the basis of an invoice. The price shall be paid in the following manner: by bank transfer, by credit card, via a payment gateway or Avinode Paynode. Additional surcharges shall apply for credit card payments or a payment gateway as follows: 4 % additional fee if via Visa or Mastercard.
- 4.11. Any further costs will be charged additionally post-flight. This offer is subject to the receipt of all necessary permissions and slots. Payment of the total price shall be made in full, funds must be cleared prior to commencement of the flight to such bank account as Provider notifies to Customer. Payment must be done in a way through which the whole amount is on the respective Provider account without any deductions, otherwise the flight cannot be guaranteed (copy of SWIFT payment confirmation is not sufficient, unless both Parties have agreed otherwise).
- 4.12. Customer hereby agrees to cover any additional costs that shall arise from any changes to the conditions of the Air Transport Agreement made by Customer after the Agreement has been signed, or actual occurrences that differ from those described in the Agreement, such as additional passengers, passenger transport, additional catering, de-icing etc. In the case of an increase in the fuel price between the date of signing the Contract and the date of realisation of the air transport, which the carrier will be forced to take into account, Provider reserves the right to demand that Customer pays this financial difference. To cover

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the extra costs described, an invoice shall be issued upon flight completion.

- 4.13. In the case of Customer failing to pay 100 % of the deposit before the initiation of air transport, Provider may withdraw from this Agreement and require Customer to pay compensation for costs connected with the execution of the flight, particularly to pay the costs that Provider has paid or shall pay in connection with having the Aircraft in parking position at the place of departure and compensation for cancellation or similar fees to be paid. Moreover, Provider may request that Customer pay a Cancellation Fee in the same amount (defined below) as if the Flight was cancelled (withdrawal from the Agreement) by the Customer.
- 4.14. Customer shall provide payment confirmation not later than mentioned in the Air Transport Agreement. Provider reserves the right to cancel this Agreement in the case of payment confirmation not being provided as stated in this article. Copy of SWIFT payment confirmation is not sufficient as a guarantee of the provided payment, if not received on time in Provider's bank account, unless both parties have agreed otherwise.
- 4.15. All prices, charges, fees and costs shall be paid by credit card or shall be invoiced to the Customer 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 Provider may be required.
- 4.16. The Customer 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.
- 4.17. Unless specified otherwise, all payments made by the Client shall be paid via bank wire transfer.
- 4.18. Bank accounts

CZK / EUR / USD: 3030520/5500, IBAN: CZ475500000000003030520, BIC/SWIFT: RZBCCZPP, BANK: Raiffeisen Bank, Czech Republic

Please include the statement "ALL BANK FEES FOR THE ACCOUNT OF THE SENDER" when making the wire transfer.

- 4.19. Interest on late payment is 0.05 % per day. There will be a late payment fee of fifty (50) EUR per week beginning one (1) week after the invoice due date or first flight for all cases where credit has not been granted and payment has not been received on time. Further legal fees incurred upon Provider due to this action will be invoiced to the client with a minimum of two hundred and fifty (250) EUR.

5. CANCELLATION AND TERMINATION

- 5.1. Customer may withdraw from this Agreement (cancel the flight) at any time before the initiation of air transport. Withdrawal shall be made in writing in an e-mail sent to: sales@wapejets.com. However, in such a case, Customer shall pay to Provider the following fees:

Notice Period Percentage of Transport Price

Agreement conclusion up to 8 days prior to departure	40 % of Transport Price
7 days to 4 days prior to departure	60 % of Transport Price
72 hours to 24 hours prior to departure	90 % of Transport Price
Less than 24 hours, aircraft off-block, no show	100 % of Transport Price

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- 5.2. Flights identified as "Empty Legs" are subject to a 100% cancellation fee.
- 5.3. Provider may apply any monies already received from Customer in satisfaction of such cancellation charges.
- 5.4. Provider may terminate the Agreement immediately by notice in writing if:
 - 5.4.1. Customer commits a breach of the Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as Provider shall require; or
 - 5.4.2. If, in the opinion of Provider, Customer is unable to pay its debts (within the meaning of Act no. 182/200G Sb.)
- 5.5. Should Provider terminate the Agreement under this Clause, Customer shall be liable for Cancellation Fees in accordance with Clause 5.1. Should Customer cancel one or more of the flights in the Flight Schedule, Customer shall pay Provider Cancellation Fees based on such proportion of the Transport Price as Provider shall reasonably determine.

6. OBLIGATION OF THE CLIENT, PASSENGER'S FAILURE

- 6.1. The Customer is obliged to pay his obligations towards Provider properly and in a timely manner.
- 6.2. The Customer is obliged to provide Provider with required details of all passengers on board:
 - 6.2.1. Name and surname
 - 6.2.2. Date of birth
 - 6.2.3. Nationality
 - 6.2.4. Travel document number and date of expiry
 - 6.2.5. 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.
 - 6.2.6. 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.
- 6.3. The Customer and/or any passenger of the Customer is obliged to arrive at the departure meeting point sufficient time in advance; such information is provided to the Client in the Flight Brief.
- 6.4. In case the Customer and/or any passenger of the Customer 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 Customer's obligation to pay the Price and/or the applicable cancellation fee and Provider shall be under NO liability whatsoever to the Customer and/or to such passenger.
- 6.5. In the event that the Customer and/or any passenger of the Customer is refused entry at any destination airport, the Customer shall indemnify and keep indemnified Provider, its officers and employees and agents against any and all cost or expense whatsoever incurred by Provider in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier and passed on to Provider) or of any arrangements made by the operating Carrier and/or Provider to return such passenger to the country from which such passenger was originally carried.
- 6.6. The Customer and/or any passenger of the Customer 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.
- 6.7. The Customer and/or any passenger of the Customer 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 Carrier.
- 6.8. The Customer and/or any passenger of the Customer 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.

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- 6.9. In the event that the Customer t'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 Customer shall be obliged to compensate the operating Carrier and/or Provider against any loss incurred by them as a result of such diversion and removal.

7. LIABILITY AND INDEMNITY

- 7.1. Operation of the Flight Schedule shall be subject to the Provider or subcontracted Carrier's Terms and Conditions of carriage, a copy of which Customer may obtain on request from either Provider or the respective Provider. Customer should be aware that, depending on the domicile of Provider, amongst other things, the liability of Provider to Customer may be limited in certain ways, including with regard to death and personal injury.
- 7.2. Provider makes no representation or warranty with regard to any subcontracted Carrier and shall not be liable in any way whatsoever for any loss, damage, injury or expense suffered or incurred by Customer or any third party howsoever. However, nothing in this Clause shall exclude or restrict Provider liability for death or personal injury arising out of its negligence.
- 7.3. Customer shall indemnify Provider against all liabilities, claims and expenses (including legal costs and fees) in respect of any liability of Provider to third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any act or omission of Customer, its servants or agents or any passenger carried by authority of Customer.

8. OPERATION OF THE FLIGHTS

- 8.1. As stated in Clause 7.2 above, the Provider or subcontracted Carrier's Terms and Conditions of carriage shall apply to the operation of the Flight Schedule pursuant to the Air Transport Contract. These conditions shall include the following provisions without prejudice to the application of Provider's other Terms and Conditions of carriage. In the event of any discrepancy between Provider's Terms and Conditions of carriage and the following provisions, the following provisions shall prevail.
- 8.2. Should the Aircraft, for any reason, whether before or after the commencement of the Flight Schedule, become incapable of undertaking or continuing all or part of the Flight Schedule, Provider may at its absolute discretion substitute one or more Aircraft of the same or another type and the provisions of the Agreement shall apply to the substituted Aircraft.
- 8.3. Should performance of the Flight Schedule be prevented or delayed by Customer or any person acting on its behalf, including (but not limited to) any passenger arriving later than thirty (30) minutes before the STD, Provider may at its absolute discretion and without liability depart as scheduled or delay departure. Any additional expense attributable to such delayed departure shall be borne by Customer.
- 8.4. In the event of non-performance of the Air Transport Agreement or delay caused by actions of third parties, labour difficulties, force majeure, including but not limited to inclement weather or technical breakdown or accident to the Aircraft or any part thereof, or any machinery to be used in relation to the Aircraft, Provider shall use all reasonable endeavours to perform or continue the Flight Schedule, but otherwise shall have no liability to Customer whatsoever.
- 8.5. In the event of non-performance of the Air Transport Agreement or delay under Clause 8.4 above, Customer shall be liable to pay to Provider such proportion of the Transport Price as applies to that part of the Flight Schedule which has been performed, together with any additional charges and expenses payable by Customer pursuant to these GTC.
- 8.6. Provider shall be entitled to depart from the Flight Schedule where necessary in its reasonable opinion, and any additional expenses applicable to such departure shall be borne by Customer.
- 8.7. If for any reason the Aircraft is diverted from any airport, aerodrome or destination shown in the initial Flight Schedule to another, the journey to the scheduled destination shall be deemed to be complete when the Aircraft arrives at such other destination.
- 8.8. The Captain of the Aircraft shall have absolute discretion:

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- 8.8.1. To refuse any passenger(s), baggage, cargo or any part thereof;
- 8.8.2. To decide what load may be carried on the Aircraft and how it shall be distributed;
- 8.8.3. To decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed;
- 8.8.4. In the case of flying outside the Schengen Area, inside the Schengen Area from the outside or whenever a General Declaration is required for a flight, the Captain is authorised to check that passengers embarking on the flight are listed in the General Declaration and that their passport details match. Any discrepancy shall be cleared before admission on board.
- 8.9. Customer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate tie-down material and equipment, taking into account all reasonable demands of Provider and the Captain and where necessary complying with IATA Dangerous Goods Regulations.
- 8.10. Provider shall be entitled at its own discretion and without compensation to the Customer to use any part of the carrying capacity of the Aircraft unused by the Customer, except by means of the carriage of additional passengers, and to use any part of the Flight Schedule unused by the Customer.

9. PASSENGER BAGGAGE

9.1. Passengers are banned from transporting:

- 9.1.1. Baggage and objects which could compromise the safety of the flight, passengers and assets, as well as baggage and objects which could easily be damaged during air transport, including objects with unsuitable packaging and objects which could be a nuisance to passengers.
- 9.1.2. Objects which are prohibited from transport by law, respective regulations and directives of the particular state.
- 9.1.3. Objects which are, in the Carrier's opinion, unsuitable for air transport due to their size, weight or character.
- 9.1.4. Hazardous substances (explosives and ammunition, flammables, corrosives, compressed gases, poisonous substances, toxic and infectious materials, oxidising substances, radioactive material, magnetic and other dangerous objects).
- 9.1.5. Detailed information regarding transport of the above-listed baggage categories will be provided by the carrier's sales offices.

9.2. List of prohibited items:

Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles into security restricted areas and on board an Aircraft:

- 9.2.1. Guns, firearms and other devices that discharge projectiles – devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
 - a. Firearms of all types, such as pistols, revolvers, rifles, shotguns
 - b. Toy guns, replicas or imitation firearms capable of being mistaken for real weapons
 - c. Component parts of firearms, excluding telescopic sights
 - d. Compressed air and CO₂ guns, such as pistols, pellet guns, rifles and ball-bearing guns
 - e. Signal flare pistols and starter pistols
 - f. Bows, crossbows and arrows
 - g. Harpoon guns and spear guns
 - h. Slingshots and catapults

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9.2.2. Stunning devices — devices designed specifically to stun or immobilise, including:

- a. Devices for shocking, such as stun guns, lasers and stun batons
- b. Animal stunners and animal killers
- c. Disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsaicin sprays, tear gas, acid sprays and animal repellent sprays

9.2.3. Objects with a sharp point or sharp edge — objects with a sharp point or sharp edge capable of being used to cause serious injuries, including:

- a. Items designed for chopping, such as axes, hatchets and cleavers
- b. Ice axes and ice picks
- c. Razor blades
- d. Box cutters
- e. Knives with blades of more than 6 cm
- f. Scissors with blades of more than 6 cm as measured from the fulcrum
- g. Martial arts equipment with a sharp point or sharp edge
- h. Swords and sabres

9.2.4. Workmen's tools — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:

- a. Crowbars
- b. Drills and drill bits, including cordless portable power drills
- c. Tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels
- d. Saws, including cordless portable power saws
- e. Blowtorches
- f. Bolt guns and nail guns

9.2.5. Blunt instruments — objects capable of being used to cause serious injury when used to hit, including:

- a. Baseball and softball bats
- b. Clubs and batons, such as billy clubs, blackjacks and night sticks
- c. Martial arts equipment

9.2.6. Explosives and incendiary substances and devices — capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- a. Ammunition
- b. Blasting caps
- c. Detonators and fuses
- d. Replicas or imitation explosive devices
- e. Mines, grenades and other explosive military materials
- f. Fireworks and other pyrotechnics
- g. Smoke-generating canisters and smoke-generating cartridges
- h. Dynamite, gunpowder and plastic explosives

9.3. Transportation of live animals in passenger cabin (PET)

- 9.3.1. Pets, i.e. only cats and dogs, in the cabin will be allowed on ad-hoc basis only. A maximum of three (3) pets will be allowed on board an Aircraft, unless agreed otherwise in writing by Provider/Carrier.

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- 9.3.2. Passengers carrying pets in accordance with the provisions of the articles below will be warned of the possibility of the offloading of the animal/s if not in compliance with these provisions.
- 9.3.3. Carriage of pets will only be allowed under the following conditions:
- a. The pet/s has the proper valid vaccination and health documents;
 - b. The pet/s is carried in a kennel or (animal) carrier bag, provided that the kennel/carrier bag fits on the seat/on the seat in the bathroom with the appropriate restraining items;
 - c. The kennel/carrier bag must measure not more than 30 x 47 x 27 cm;
 - d. The kennel/carrier bag must be clean and made of a strong, leak-proof material (hard or soft);
 - e. The kennel/carrier bag can include more than one animal, as long as the maximum size and weight are not exceeded, and the pets are then considered as one;
 - f. The pet/s remains in the kennel/carrier bag throughout the flight and the kennel/carrier bag shall remain on the seat/on the seat in the bathroom;
 - g. Pet/s together with the kennel/carrier bag, must have a maximum weight of 8 kg/18 lb, unless agreed otherwise in writing by Provider/Carrier;
 - h. Pet/s does not have an offensive behaviour, smell or appearance;
 - i. Pet/s to be kept away from the flight deck in a manner that avoids disturbance to the flight crew;
 - j. Aircraft interior/exterior must be protected.
- 9.3.4. The presence of pets in the cabin will be mentioned on the Air Transport Agreement and relevant valid pet vaccination/health documents shall be filled in at check-in. The Captain may refuse transportation of the pet/s before a flight. At any time during a flight, the Captain may also order to offload the animal if the animal causes or has caused annoyance to passengers.
- 9.3.5. As a Provider/Carrier - operated Aircraft type does not allow the carriage of animals in cargo holds (heating and ventilation limitations), the animal/s shall not be loaded in cargo holds.
- 9.3.6. Whenever the "fasten seat belt" order is on, the kennel/carrier bag shall be closed and placed on the seat/on the seat in the bathroom.
- 9.3.7. Guide Dogs and Rescue Dogs are not primarily transported. In the case of necessity, such transportation shall be processed as an ad-hoc situation, with the appropriate adopted provisions.
- 9.3.8. In the case of any Aircraft damage, the costs for the repair shall be covered by Customer.

10. EMPTY LEG

- 10.1. The schedule of the empty leg is based on the successful execution of another follow-up flight of Provider/Carrier. Provider/Carrier reserves the right to change these Terms and Conditions in the case of the follow-up flight schedule being changed. In the event that any changes are made, the revised Terms and Conditions shall be posted to Customer immediately. Should any of the flight(s), including empty leg(s) considered under this Agreement, be cancelled by Customer for whatever reason, Customer shall pay to Provider the Cancellation Fee mentioned in this Agreement. Any cancellation shall be made in writing by email/ phone (in a written message) to Provider.

11. CARRIAGE OF PREGNANT AND DISABLED PASSENGERS

- 11.1. Carriage of pregnant and disabled passengers is subject to the Conditions of Carriage of the operating Carrier.
- 11.2. The Customer is obliged:
- 11.2.1. 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;
 - 11.2.2. To notify Provider 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;

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11.2.3. To notify Provider about pregnant passenger(s) with risk pregnancy or pregnancy after the 28th week and advise if any special assistance or medical certificates are required.

11.3. It is obligatory for Provider to be informed in advance about a pregnant passenger(s) on board. To assure the safe transportation of pregnant passengers, taking into consideration the IATA Medical Manual, Chapter "Passenger Care", it is highly recommended to observe following procedures:

11.3.1. *A pregnant passenger*, with a single foetus, without any complications, may be transported after the twenty-eighth (28th) week only with a Medical Clearance Statement, and after the thirty-sixth (36th) week only with Medical Assistance on board.

11.3.2. *A pregnant passenger*, with multiple foetuses, without any complications, may be transported after the twenty-eighth (28th) week only with a Medical Clearance Statement, and after the thirty-second (32nd) week only with Medical Assistance on board.

11.3.3. *A pregnant passenger with any complication* should seriously reconsider undertaking air transportation. Should the pregnant passenger refuse to follow the above recommendations, she shall be fully liable and responsible for any damage sustained in the case of death or bodily injury of passenger(s) or loss of, or damage to property. Provider hereby excludes its liability and responsibility for damages.

11.4. 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 cancelation of the Flight or its part, such delay or cancelation is considered as a delay or cancelation caused by the Customer and the Customer shall be obliged to pay a cancellation fee and compensate the operating Carrier and/or Provider against any loss and damages caused.

12. SMOKING

12.1. Smoking (Including e-cigarettes) is not permitted in all sections of the Aircraft used by Customer. Any breach of the smoking ban may result in the imposition of a penalty of ten thousand (10 000) EUR to Customer.

13. SEATBELT ON SIGN

13.1. The passenger shall return the seat to the upright position, stow the tray table in the locked position and fasten the seatbelt when the "SEATBELT ON" sign is illuminated. Should the passenger fail to do so, the passenger becomes solely responsible for any damage caused to him/her, or to other persons on board the Aircraft.

14. SECURITY CHECK

14.1. All passengers, crew members and their luggage shall undergo the security screening process prior to departure.

14.2. Notwithstanding the foregoing, at airports where such procedure is allowed, the aircraft owner and the passengers designated by the aircraft owner as travelling with him/her, together with their baggage, may enter the Aircraft before departure without the security screening check at their own risk. Nevertheless, they shall be liable to Provider for all damage caused by unchecked items and prohibited and dangerous goods, either intentionally or by negligence.

15. GDPR

15.1. By signing the Agreement, to fulfil obligations resulting from the Regulation on the Protection of Natural Persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing The General Data Protection Regulation

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(EU) 2016/679 (GDPR) – a regulation in EU Law on data protection and privacy in the European Union (EU) and the European Economic Area (EEA) – Customer hereby confirms that he/she has been informed about GDPR, accepts it and agrees to this policy. Customer hereby grants the express consent to the provision of the personal data of him-/herself and other co-passengers within the GDPR for the purpose of fulfilling the Agreement, direct and indirect marketing, business purposes, and for creating copies of the personal documents of all passengers.

16. CORONA VIRUS CONCERN

- 16.1. Due to Coronavirus concern, every flight shall be subject to ongoing risk assessment, pax health condition, pax travel history, and any other restrictions imposed by the destination or overflight, for crew and passengers. As part of Provider pre-screening procedure, Customer shall be required to provide information for all passengers on 1) nationality, 2) travel history, 3) health declaration – valid within the twenty-four (24) hours prior to the departure. Passengers may be refused carriage, subject to their fourteen-day (14-day) travel history and/or nationality. Passengers should be informed that the airport personnel and/or aircraft crew may check passengers' temperature prior to boarding, thus boarding shall be subject to airport health screening and/or the Captain's discretion. Passengers who show signs and symptoms of COVID-19 will be refused carriage.

17. GENERAL PROVISIONS

- 17.1. No failure by either Party to exercise, nor any delay in exercising, any right or remedy under the Agreement shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof, or the exercise of any other right or remedy.
- 17.2. Neither Party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 17.3. This Agreement shall be governed and construed in accordance with Czech Law and the Czech Courts shall have non-exclusive jurisdiction to settle any claim or matter arising under this Agreement.
- 17.4. Nothing in the Agreement, expressed or implied, is intended to confer upon any third party, other than the legal successors of the Parties and third parties to which the Agreement or certain rights under or in relation to the Agreement have been assigned as provided under this Agreement, any rights to require fulfilment of any obligation under this Agreement or any other right whatsoever under or by reason of the Agreement.
- 17.5. 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.

THANK YOU FOR FLYING WITH US

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