

The Terms and Conditions set out herein apply to the supply of aircraft charter services for passengers and/or goods that are not covered in a stand alone service specific agreement between Corporate Air and the Customer. In the supply of the said services, Corporate Air may use aircraft from its fleet or may use aircraft from other aircraft charter suppliers. Any and all business undertaken, including any advice, information or service provided whether gratuitously or not, by Corporate Air is transacted subject to the terms set out herein and each term shall be deemed to be incorporated in and to be a term of any agreement between Corporate Air and its Customer. Corporate Air with respect to the supply of aircraft charter services is not a Common Carrier. No agent or employee of Corporate Air, or any other aircraft owner and/or operator, has the authority of Corporate Air to alter or vary these terms, except as provided herein.

1. Definitions -

- Customer: Includes you, your passengers, employees, agents, contractors and sub-contractors, and if a company, any Related Body Corporate (within the meaning of that term given by the Corporations Act), and any company within your group of companies (if applicable).
- Corporate Air: Includes its officers, employees, servants, agents, contractors and subcontractors and any Related Body Corporate (within the meaning of that term given by the Corporations Act).
- Act or omission: includes negligence, but does not include gross negligence or wilful misconduct or where the act or omission is done with the intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.
- Passenger: Passengers are at all material times on board a Corporate Air aircraft by way of invitation, instruction or other legal relationship between them and the Customer, and not Corporate Air, to whatever extent this may ever be relevant. The Customer acknowledges that no contractual relationship shall be in place between Corporate Air and any individual passenger carried.

2. Quotations - all quotations are supplied subject to these Terms and Conditions. Any quotation is subject to aircraft and crew availability at the time of acceptance. All quotations, prior to acceptance and the constitution thereby of a Contract will remain valid for a maximum of 14 days. Unless otherwise specified, the quotation is stated in Australian dollars (AUD). Quotations provided to brokers are net and do not include any commission. Unless expressly excluded the following are included in the quotation: aircraft costs including crew; fuel and maintenance; air navigation and airport charges; crew allowances; crew meals, crew accommodation and crew surface transportation; standard in-flight refreshment; and passenger and goods insurances. Unless expressly included the following are excluded in the quotation: fuel and/or insurance industry related surcharges as applicable; special catering requests; any other special requirements such as car parking, airport terminal transfers, car hire, limousine or satellite phone. Smoking is not permitted on Corporate Air flights.

3. Acceptance & Confirmation - whichever party accepts a quotation, be it a Company, an individual or a broker, the party is deemed to be the Customer and is deemed to have accepted these terms for themselves and for all other parties involved in the service provided by Corporate Air, and does hereby warrant its authority to give such acknowledgement on their behalf by accepting the Quotation. Following the Customer's acceptance of the quotation and subject to aircraft and crew availability, an authorised representative of Corporate Air will confirm the flight to the Customer. A flight is taken to be confirmed from the time when Corporate Air provides such advice to the Customer and, provided that it does not interfere with the flight, Corporate Air may use the aircraft for other activities on that day(s). Any positioning legs before or after the flight remain exclusively available for Corporate Air's use and may not be resold or utilised for any commercial purpose without the prior consent of Corporate Air.

4. Cancellation - unless otherwise agreed between the Customer and Corporate Air the following % charges of the total amount of the confirmed flight or the costs of flying and expenses already incurred at the time of cancellation, whichever is greater, subject to such aggregate cancellation fees not exceeding the total amount of the confirmed flight, will apply should a confirmed flight be cancelled by the Customer:

- After booking but more than 4 days (96 hours) prior to the scheduled departure time: no charge,
- Less than 4 days (96 hours) but more than 3 days (72 hours) prior to the scheduled departure time: 5%,
- Less than 3 days (72 hours) but more than 18 hours prior to the scheduled departure time: 10%,
- Less than 18 hours but more than 12 hours prior to the scheduled departure time: 25%,
- Less than 12 hours prior to the scheduled departure time: 50%.

4. Payment - upon Customer's acceptance of quotation and the Terms and Conditions herein a deposit may be required. Unless otherwise agreed between the Customer and Corporate Air, or unless the Customer holds an existing account with Corporate Air (normal trading terms unless otherwise agreed are 7 days from invoice date), full payment shall be made prior to the flight departing. Should Corporate Air be confirmed to operate a charter by order of a third party (broker), the broker and its Customer are jointly and severally liable to Corporate Air for the fulfillment of all payments. All payments to Corporate Air in respect of charges or fees invoiced by Corporate Air shall be free from any set-off or counterclaim. The Customer's obligations hereunder are independent of any other obligations or rights the Customer may have under any other contract or account with Corporate Air, and the Customer may not set off any payment or obligation due it under any such other contract or account with Corporate Air against any payment due to Corporate Air hereunder. The Customer accepts to pay an administrative fee of 2% per month on the overdue charges or fees from the invoice due date until full payment has been made, subject to a minimum charge of AUD \$50 per month. The Customer shall make payment by bank transfer to the following bank account (tax invoice will be provided on receipt funds):

- BSB: 082 968
- Account #: 172 692 146
- Account Name: Corporate Air
- Bank: NAB, 39 Wollongong St, Fyshwick, ACT, Australia.

5. Pilot in Command (PIC) Authority – The PIC of the aircraft shall be the final arbiter as whether or not all or part of any flight shall proceed, and in what manner and to what destination, having regard to the prevailing operational circumstances and any applicable regulatory requirements.

6. Refusal of Carriage – Corporate Air reserves the right to refuse carriage when it decides: (a) that such action is necessary for reasons of safety; or (b) that such action is necessary to prevent violation of any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or (c) that the conduct, mental or physical state of the Customer's passenger(s) is such as to require special assistance of the carrier or cause discomfort or make himself/herself objectionable to other passengers or involve any hazard or risk to himself/herself or to other persons or to property; or that such action is necessary owing to the failure of the Customer's passenger(s) to observe the instructions of Corporate Air, its PIC or Crew; or (d) it is required to do so in compliance with the various Civil Aviation Safety Authority regulations and orders or in accordance with the requirements of the *Civil Aviation Act (C'th) 1988*. This right exists when Corporate Air so decides in the exercise of its reasonable discretion that the appropriate circumstances exist.

7. Passenger Baggage - passenger baggage weight is limited for flight safety and OH&S reasons and varies between aircraft types. Specific advice will be provided at the time of confirmation. Baggage in the cabin is normally limited to small personal items such as reasonably sized briefcases, laptops, handbags or similar. When the aircraft is not fully occupied, spare cabin seats may be utilised for small baggage at the discretion of the PIC and/or Corporate Air and provided that it can be secured by the seatbelt. Items determined by the PIC to be of excessive weight or size will not be permitted on the aircraft.

8. Passenger & Goods Compliance - it is the Customer's responsibility to ensure that all passengers and goods have the necessary visa's, passports, documentary requirements (e.g. immigration, customs, agriculture, etc.), and comply with applicable airport security, health, import, customs and excise requirements for any flight and at each destination. The Customer indemnifies and holds Corporate Air harmless at all material times for any fine, charge, costs, penalty, tax, damage or like impost which may be imposed against Corporate Air, even if not caused by or the result of any act or omission of Corporate Air.

9. Carriage of Goods Conditions - (i) Prohibited or Dangerous Goods. A list of prohibited and dangerous goods can be found here. Prohibited goods must not be carried on board. Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities and regulations. Should the regulations not be followed, the Customer shall be liable for all loss or damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of Corporate Air or any other person in whose custody the goods may be in at the relevant time. (ii) Ownership. Customers carrying goods with Corporate Air expressly warrant that they are either the owner or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these terms not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods. (iii) Packaging. The Customer warrants that all goods have been properly and sufficiently packed and/or prepared to the satisfaction of Corporate Air at its sole discretion for the services required from Corporate Air. (iv) Insurance coverage. Subject to sub-term (v) & (vi) below, all goods accepted by Corporate Air are accepted at the entire risk of the Customer and it is the Customer's responsibility to obtain sufficient and appropriate insurance coverage for all damages and loss, whether caused by any act or omission of Corporate Air or otherwise. (v) Corporate Air liability. Corporate Air shall only be responsible for any loss or damage to goods or for any non-delivery or misdelivery if it is proved that the loss damage non-delivery or misdelivery occurred whilst the goods were in the actual custody of Corporate Air and under its actual control and that such loss damage non-delivery or misdelivery was due to the gross negligence or wilful misconduct of Corporate Air or its own servants. (vi) Maximum Liability. In any event Corporate Air's maximum liability for any loss or damage to goods shall be AUD \$1,000 per charter.

10. Substitution - if the booked aircraft type and/or registration is unavailable for any reason Corporate Air will make every effort to provide a replacement aircraft, but cannot warranty it will be able to do so. Corporate Air reserves the right to change and substitute aircraft types and/or registrations, without prior notice. Replacement aircraft may not be of the class or type specified at confirmation. If Corporate Air cannot provide a replacement aircraft the Customer, if already having paid, shall be given a reimbursement of the monies paid and neither party shall have any more claims against the other. If the Customer does not reasonably accept the replacement aircraft type and/or registration the Customer, (i) will be liable for the costs of any flying and expenses already incurred, (ii) if having already paid shall be given a reimbursement of the monies paid less the aforementioned costs and (iii) neither party shall have any more claims against the other. Unless agreed otherwise, Corporate Air will not be responsible for passenger expenses of any kind at any time arising because of the substitution of aircraft or the Customer's failure to accept Corporate Air's replacement aircraft.

11. Changes or Delays - should there be any route or en-route changes or delays as a result of the Customer's or the Customer's passengers' or any third party's changed requirements; late arrival of passengers; slot unavailability or delays; in-flight holding for traffic or weather; adverse weather conditions requiring diversion from the destination airport; compliance with the requirements of international law, national legislation or subordinate legislation; un-serviceability of the aircraft beyond the reasonable control of Corporate Air; safety of the aircraft or its crew and/or safety of the Customer or its passengers, any additional costs arising from such changes or delays, excluding the cost of repairing the aircraft but including the cost of arranging an alternative aircraft, will be invoiced at the appropriate rate for the aircraft type and shall become payable by the Customer. Corporate Air shall not be liable for any consequential damages to the Customer or the Customer's passengers arising from any such delay or changes and will be indemnified by the Customer in relation to any such liability.

12. Force Majeure - neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances, or to causes beyond its reasonable control. Such causes and circumstances include, without limitation, strikes, lockouts, and other labor disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the non-performing party), or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger at the discretion of the Pilot in Command or of Corporate Air's personnel and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance shall be extended for a commercially reasonable period of time and thereafter the other party shall accept performance hereunder.

Limitation of Liability – the following limitations shall apply to this Contract and the Customer is responsible for making all of the Customer's passengers aware of the following limitations:

- a. International Flights – Transportation of passengers, hand luggage, luggage and goods by Corporate Air shall be governed by the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of 28 September 1955 and the Montreal Convention of 1999 and any other relevant or later amendments; and
- b. Domestic Flights within Australia and flights not subject to any part of the Warsaw Convention and its later amendments – Transportation of passengers, hand luggage, luggage and goods by Corporate Air shall be limited in accordance with the Civil Aviation (Carriers' Liability) Act (C'th) 1959 and its state and territory based equivalents and any other applicable Australian law; and
- c. Domestic Flights within a country other than Australia and flights not subject to any part of the Warsaw Convention and its later amendments - Transportation of passengers, hand luggage, luggage and goods by Corporate Air shall be limited to the lesser of the following (a) any applicable laws, regulations, or orders of the state or country in which the transportation is being conducted; or (b) AUD \$500,000.

14. Indemnities - The Customer shall not make any claim against Corporate Air and shall indemnify and hold Corporate Air harmless and will keep Corporate Air indemnified from and against all liabilities, losses, damage, claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, costs, deductibles and expenses of any nature and of any kind whatsoever (including any punitive or consequential, incidental, indirect losses, damages or costs including but not limited to loss of use, loss of profits or revenue, consequent damage to other property or goods or facilities causing replacement or repair) arising directly or indirectly from:

- delay, personal, bodily or mental injury (including both pure mental injury and consequential mental injury), illness or death to any person, including your passengers, employees, agents, contractors and/or sub-contractors;
- entry onto and the activities undertaken on, with and in Corporate Air's aircraft (including any aircraft chartered, hired and/or leased, by or on behalf of Corporate Air from another aircraft owner and/or operator), premises, site, equipment or facilities by you or your passengers, employees, agents, contractors and sub-contractors;
- loss or damage to any property, baggage, goods or cargo whether owned or operated by or on behalf of the Customer;
- loss or damage to Corporate Air's aircraft (including any aircraft chartered, hired and/or leased, by or on behalf of Corporate Air from another aircraft owner and/or operator) (including its fittings), premises, site, equipment or facilities;
- the transportation of passengers, hand luggage, luggage and goods by Corporate Air for the purpose of aerial work, not subject to the Australian Commonwealth and State Civil Aviation Carriers' liability regimes;

as a result of, or caused by:

- The Customer's acts or omissions or any breach of these Terms and Conditions; or
- Corporate Air's acts or omissions; or
- The services the subject of the quotation and these Terms and Conditions.

15. No Assignment - the Customer may not assign any of its rights or delegate any of its duties or obligations without the prior written consent of Corporate Air, such consent not to be unreasonably withheld.

16. No Waiver - the failure of Corporate Air at any time to require the performance of any obligation by the Customer shall not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default shall not be taken as a waiver of any remedy for any succeeding default.

17. No Other Agreement - these terms together with the applicable quotation(s) or contract and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms and contract of the parties with respect to the subject matter thereof and supersede all prior understandings, representations, and warranties, written or oral.

18. Conflict Of Terms - in the event of any ambiguity or conflict between or among the terms in this Terms and Conditions, Corporate Air's quotation(s) for the supply of aircraft charter services and any other agreement or writing signed by Corporate Air, the express terms of the quotation and/or other agreement in writing shall prevail. Where there are no such terms in any written agreement with respect to the subject matter in question, these terms shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by the Customer have any effect or bind Corporate Air unless such terms are specifically accepted in writing by the Corporate Air Operations Manager.

19. Severability - should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

20. Applicable Law - these terms are governed by and construed in accordance with the laws of the ACT, Commonwealth of Australia, and are subject to the jurisdiction of the Australian Courts. If any legislation is compulsorily applicable to any of the business undertaken herein, these terms shall regard such business as subject to such legislation and nothing in these terms shall be construed as a surrender by Corporate Air of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms be repugnant to such legislation to any extent such part shall as regard such business be void to that extent but no further.

21. No Third Party Rights - a person who is not a party to the Contract between Corporate Air and the Customer has no right to enforce or enjoy the benefit of any term of the contract or under these terms.

22. Every exemption, limitation, defence, immunity, indemnity or other benefit contained in this order to which Corporate Air is entitled will be held by Corporate Air to the benefit of, and will extend to protect each of Corporate Air's officers, employees, agents, contractors and sub-contractors (excluding you, your passengers, your agents and/or dealers and your and their agents' and/or dealers', officers, employees, agents, contractors and sub-contractors).

23. In the construction and interpretation of these Terms and Conditions, where the circumstances require, the singular shall include the plural and vice versa, the neuter shall include the personal gender and vice versa; and persons shall include natural persons, bodies corporate or voluntary associations and the persons heirs, executors, administrators, successors and/or assigns.