

DOKIA AIR SRL

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB) [ver. 1 entered into force starting with 1st October 2024]

Preamble

The following **GTCB** in the relevant version at the time of the Charter Contract (any contract concluded between Carrier and Charterer regarding a flight) shall apply to all flights carried out by DOKIA AIR SRL (Carrier) and are a constituent part of any Charter Contract with DOKIA AIR SRL or one of its partners. No verbal or collateral agreements shall be applicable, and shall neither restrict nor invalidate these GTCB and any amendments thereof or contradictory terms shall only be valid if confirmed expressly in Contract by the Carrier or in writing by email or fax, after signing the Contract.

1. Definitions

“**Carrier**” shall mean DOKIA AIR SRL or any other operator acting as DOKIA AIR’s partner.

“**Charterer**” shall mean the beneficiary of the aircraft who commissions Carrier to carry out a flight, one of the Charter Contract parties.

“**Charter Contract or the Contract**” shall mean the contract regarding the flights under this GTCB that shall conform to a flight schedule agreed to by the Parties – **Appendix 1 – Charter Contract**. The flight schedule shall specify the dates and time of departure, originating airports, routes, number of passengers, type of Aircraft. All provisions of the present GTCB shall apply accordingly to the Charter Contract.

“**Aircraft**” shall mean the aircraft provided by the Carrier for the purpose of the flight according to the Charter Contract, properly equipped, manned and fueled. Carrier shall be entitled at any time to replace the Aircraft by one or more other aircraft suitable for the flight which is based on a Charter Contract concluded between Carrier and Charterer.

“**Transportation**” shall mean the activity beginning at the agreed point of departure and ending at the agreed destination, at the agreed time, with the chartered Aircraft and crew. Any service over and above this must be agreed upon separately in writing.

“**Charter**” shall mean the activity by which the Carrier provides the Aircraft, equipped with crew and other necessary personnel and the Carrier shall operate the Aircraft on the terms herein contained.

“**Charter Price**” shall mean the amount payable to Carrier by Charterer for services supplied under these terms herein.

“**Luggage**” shall mean the luggage handed over to the Carrier to be loaded in the hold or any objects which passenger has entrusted to Carrier.

“**Hand Luggage**” shall mean the luggage taken in the cabin by passengers or any objects which passengers carry with him.

“**Applicable Law**” shall mean the Romanian material law.

“**Cancellation**” shall mean the action taken by either the Carrier or the Charterer, so that one or more Flights will not be operated under the terms and conditions provided by this Agreement.

“**Cancellation fees**” shall mean the reasonable compensation paid by the Charterer to the Carrier in order to cover the damages which the Carrier may suffer in the event of cancellation of Flight(s).

2. Conclusion of the contract

2.1. Orders can be conducted via e-mail, telephone, facsimile or similar media. Subsequently, the Carrier will send in writing the Contract in order to confirm the booking to the Charterer, via e-mail or facsimile. The Charterer is obliged to verify the booking as quickly as possible and to indicate errors or discrepancies immediately. The Charterer is not allowed to make any direct amendments to the booking, without Carrier's written approval.

2.2. Schedule shall mean a flight or any series of flights agreed between Carrier and Charterer including places of departure, places of destination, any stopping points, and departures and arrival times. The times specified in an agreed Schedule and transport documents shall be subject to changes and are an approximate estimation only. Carrier shall at any time be entitled to deviate from the Schedule if in its opinion such deviation is advisable or necessary.

2.3. The Contract is concluded when the Charterer sends the Contract signed. After conclusion of the Contract, all and any change requests shall be transmitted to the Carrier in writing and subsequently will be confirmed or not by the Carrier.

2.4. Prior to conclusion of the Contract, services offered by the Carrier are provisional, subject to availability of Aircraft and crew. After the conclusion of the contract, the order placed shall be subject to technical feasibility, granting of air traffic rights, slots, and other miscellaneous clearances by the authorities involved.

3. Contract fulfillment

3.1. The Carrier shall be entitled to subcontract its contractual obligations in part or in whole to a third party.

3.2. The Charter Contract may be terminated and cancelled without any compensation by the Carrier after boarding and commencement of the flight as a result of technical problems with the Aircraft or for operational reasons or for events beyond the Carrier's control. If the cancellation is due to Carrier's willfully actions or gross negligence, then the Carrier shall be liable to pay a cancellation fee of **20% of the Charter Price**. However, the Carrier shall endeavor:

- to offer an aircraft in a similar category within 24 hours. The provisions of this contract shall apply *mutatis mutandis* to the substituted aircraft. Any price difference disadvantageous to DOKIA AIR shall be compensated by the Charterer by 50%; or
- to perform the flight within 48 hours, if possible, time allocated for fault remedy.

3.3. If Carrier cannot offer a substitute and is unable to resume performance within a reasonable time after the due date, Carrier may cancel the regarding Charter Contract with notice in writing to the Charterer - and shall be relieved of its obligations. In case of such cancellations Carrier shall be under no obligation or liability whatsoever towards Charterer or Passengers beyond refund of the agreed charter price for such cancelled flight, or in case of cancellation of part of a regarding flight such part of the charter price relating to the cancelled part of the regarding flight.

3.4. Should the performance of the Schedule be prevented or delayed by any act or omission of the Charterer or the Passengers of the regarding flight or anyone in their control or acting on their behalf including any delay caused by the late arrival of the Charterer's or the Passenger's luggage, Charterer shall be liable towards Carrier for any additional costs incurred by Carrier or its agents. Furthermore, Carrier shall be entitled to cancel the flight without any infringement of their rights. In particular, Carrier shall not be obliged to provide a later flight.

4. Additional flights / re-routing / services

4.1. If the Charterer or the Passengers request a different flight from the scheduled flight laid down in the Contract, without prejudice to Carrier's right to refuse such request, the Charterer will pay the sums specified by the Carrier upon confirmation or any additional expenses incurred (de-icing, hangar fees, etc.) with respect to this flight.

4.2. For any special services required by the Charterer and agreed by the Carrier, the Charterer agrees to reimburse Carrier for all costs and expenses incurred by such special services performance. Payments will be due immediately upon receipt of Carrier 's invoice by the Charterer.

5. Transportation of dangerous goods and any other objects

5.1. The Charterer ensures that the passengers' luggage does not contain anything of a hazardous nature or of a nature prohibited by any county or state involved.

5.2. No dangerous goods that may endanger the aircraft or passengers shall be carried on board. Passengers shall, prior to boarding the aircraft, check their carry-on and hand baggage versus the list of forbidden items provided. Passengers carrying any dangerous goods on their person or in their baggage, especially weapons or similar objects, shall notify the captain accordingly before boarding the aircraft. The captain shall rule on how these goods are to be handled/transported. He is authorized to refuse transportation if a safety-risk for passengers, crew or Aircraft is suspected.

5.3. Any luggage will be admitted as Hand Luggage only if considerable damages, dirt and danger for passengers, crew and Aircraft are impossible.

5.4. The Carrier is not liable for loss or damage resulting from the defect, quality or vice of the cargo or baggage carried by the passengers.

6. Captain's authority

6.1. The captain of the Aircraft is authorized to take all necessary safety precautions. Accordingly, the captain is fully competent to decide on the payload, seating capacity, number of passengers, their belongings, and the loading, unloading, or distribution of baggage and freight. The captain shall similarly decide on if and how the flight is to be flown, deviations from the flight plan and alternative landing airports in case of adverse weather.

6.2. Furthermore, the captain may cancel or divert a flight if the conduct of a passenger(s) is deemed to adversely affect the safety and personal rights of other passengers or the crew. In such circumstances, the Charterer shall pay the contractual charter fee plus any extra costs incurred for measures taken to address the situation at hand. Carrier shall not be liable for any loss, damages, cost or claim of whatever nature arising from any such decision taken for any of such reasons.

7. Transportation and travel documents

7.1. Carrier shall be liable only under the conditions set forth herein. Carrier shall be liable only for damage caused in the course of providing its own air transport services. Under no circumstances shall Carrier be liable for any damages if traffic rights, permits or clearances (e.g. flight, overflying or

landing permits) are not granted, provided that Carrier has applied for such permits in good time and in accordance with the documents and information provided by Charterer. Carrier shall only be liable for damages for the occurrence, cause and extent of which proof can be produced. The exclusion and limitation of Carrier's liability shall also apply to all operational staff, employees and other persons whose aircraft Carrier uses, including their operational staff.

7.2. Provided this is explicitly agreed in writing, Carrier shall procure the transportation documents and permits necessary for a flight in accordance with the legal regulations and required to carry out the flight, otherwise Charterer alone shall be responsible for these.

7.3. The Charterer shall provide the Carrier with a complete Passenger list and forward all necessary information and documentation requested by the Carrier, not later than 24 hours before departure or not later than a different deadline set by the Carrier. The Charterer shall submit correct and complete information to the Carrier, and also ensure that each passenger is in normal health, capable of undertaking the flight contemplated and that passengers are in possession of hold and fulfill all travel documents/requirements such as passports, visas, health and other certificates, enabling them to comply with all formalities, regulations whatsoever in respect of themselves and their baggage, and the Charterer is responsible for all charges in this connection. Charterer shall be responsible for the correctness and completeness of all information, and shall therefore indemnify Carrier against any losses, costs for any damage or delay arising due to incorrect, incomplete, or improper information provided to the Carrier. The Charterer is liable for compliance with the valid currency and health regulations.

7.4. In the event any immigration authorities impose any fines or penalties to the Carrier, its employees or agents or refuse the entry to any passenger(s) and the Carrier has to carry the passenger(s) to the point of origin of the flight or to any other point, the Charterer shall pay to the Carrier upon demand all fines, penalties and expenses incurred.

8. Payment

8.1. The costs, charges and fees included in the Charter Price are continuously subject to alteration, and Carrier shall therefore be entitled to take such alterations and to increase the offered Charter Price to the extent necessary to accommodate these changes.

8.2. The agreed Charter Price for the respective Contract is laid out in the Contract.

The **Charter Price** shall include only:

- a) expenses for operating and maintaining the Aircraft;
- b) reimbursement for the crew of the Aircraft;
- c) insurance premiums;
- d) landing, parking and hangarage fees as well as ground crew and other airport fees for the Aircraft (with exception of de-icing charges);
- e) airport taxes for passengers unless these are paid by the passengers directly;
- f) checking-in of passengers, their luggage or hand luggage;
- g) standard catering during the flight in accordance with the arrangements made by Carrier;
- h) international route charges;

8.3. In particular, the **Charter Price** does not include:

- a) the cost of customs inspections, customs duties and other charges payable that are not included in the charges mentioned above;
- b) further expenses resulting from alterations to the provisions of the Contract requested by Charterer or by Carrier beyond its control;
- c) additional costs due to any extension of the flying time caused by bad weather conditions, a technical defect or other circumstances beyond the control of Carrier;
- d) additional costs resulting from de-icing of the Aircraft.

8.4. Unless otherwise agreed, the invoice issued and transmitted to the Charterer by the Carrier in respect of all services contained in the Contract shall be paid in full in the manner and time in order that the Carrier receives de payment in its account, **one day prior to the commencement of the flight, the latest**. The same shall apply to all payments and expenses not included in the Charter Price. Charterer shall be obliged to reimburse Carrier immediately (no later than 3 working days) for any expenses advanced by the latter on Charterer's behalf.

8.5. Any payments regarding the Charter Contract have to be transferred to the respective account in a way, that the whole amount due is credited on the respective account of Carrier without any deductions.

8.6. Carrier shall not be liable in any way for any delays, which may arise out of the fact, that the above-mentioned Charter Price has not been credited to the relevant account in due time.

8.7. Carrier will not start with its preparatory operations regarding the Charter Contract, until the above-mentioned Charter Price has been credited in its full amount on the regarding Carrier's account and the Charter Contract has been duly signed by Charterer and Carrier.

8.8. Carrier may revoke the Charter contract and refuse transportation, if the invoice is not paid on time or not paid in full.

8.9. The currency for the services provided by the Carrier is defined in the Contract. The Charterer shall transfer the amount to one of Carrier's bank accounts or may pay with credit card (VISA or MasterCard) plus a commission of 3%, AMEX plus a commission of 4%. Payments made in Romanian Currency (RON) will be calculated using the exchange rate issued by the National Bank of Romania on the day of the Invoice issuing plus 2%.

8.10. Any and all bank fees and expenses will be borne by the Charterer.

9. Delays and diversions

9.1. The Carrier shall be liable for flight delays or other malfunctions of the Aircraft for causes due to the Carrier's fault, whereby the provisions of the Montreal and Warsaw Agreement and Council Directive EUR 2027/97, as applicable, shall remain in effect.

9.2. The Carrier shall not be liable for any delay or non-performance caused by circumstances beyond its control, as per article 3.

9.3. The Charterer shall compensate the Carrier for demurrage charges incurred at the respective airport and extra fees for ground time and block time, if the Aircraft is kept waiting beyond the contracted departure time because the passengers and/or their luggage are not available on time for the scheduled departure, or if the appropriate travel or other necessary documents are missing or lacking because of acts of omission by the Charterer or its employees or agents or the passengers. Further, the Carrier shall have the option of cancelling the Charter without refund of any of the charter price, and without prejudice to its right to demurrage accrued after the Aircraft has been demurrage for 3 hours.

9.4. If for security, safety or any operational reasons beyond the Carrier's control or attributable to the Charterer and/or passengers, the Aircraft is diverted from any scheduled destination specified in the Contract or it is obliged to make any extra technical stops, the Charterer will be responsible for the additional costs incurred as result of these actions. The Carrier shall endeavor that, as soon as practicable after arriving at such alternate destination, the Aircraft is flown to its scheduled destination.

9.5. Any alteration of the Flight(s) schedule and routings as stipulated in the Contract, requested by the Charterer, is subject to the approval of the Carrier.

9.6. The Charterer is the only responsible to keep the passengers informed about any alteration in Flight schedule agreed with the Carrier.

10. Cancellation / Rebooking

10.1. The Carrier may terminate the Charter Contract immediately without any infringement of its rights for pressing reasons, i.e.:

- the Charterer violates his obligations arising from the Charter Contract, in particular if the Charterer fails to pay the Charter Price in due time at the agreed conditions,
- force majeure prevents the flight from being carried out, or
- The destination has been included among kiln states (not covered by Aircraft insurance), which may result in a threat for the Aircraft, crew or passengers.
- if passengers do not arrive at the agreed time of departure;

10.2. In such cases the Carrier shall not be obliged to provide a later flight.

10.3. Cancellations by the Charterer have to be made in writing by e-mail, facsimile or text message. The Charterer shall pay a Cancellation Fee based on the scale below:

- Up to 72 hours before the 1st scheduled departure: 10% of Charter Price;
- Up to 48 hours before the 1st scheduled departure: 40% of Charter Price;
- Up to 24 hrs before the 1st scheduled departure: 80% of Charter Price;
- No show: 100% of Charter Price;

10.4. These cancellation fees are lump-sum amounts, whereby the Carrier expressly reserves the right to file additional claims, based on third-party invoices or any other damages caused to the Carrier due to cancellation of the flight.

10.5. If the Charterer cancels a third-party aircraft that the Carrier has organized, the applicable fee of the third party shall be invoiced in full to the Charterer.

10.6. Rebooking shall be subject to availability of the Aircraft and the granting of landing permits and slots.

11. Refusal of transport

At its discretion, in accordance with clause 6, the Captain shall be entitled to refuse to transport passengers upon good cause shown without any infringement of its rights. This shall apply particularly if their mental or physical condition or their behavior may endanger safety or be in violation of legal regulations.

12. Special services

The Carrier shall separately charge the Charterer for any special services organized, such as VIP service, special catering, onboard telecommunications via satellite phones, etc.

13. Liability

13.1. The Carrier shall be liable only for delay, damages, destruction and/or loss of luggage occurred during the flight only if caused by willfully actions or gross negligence, and then only to the maximum limits specified in the applicable regulations. Its liability will be under no circumstances bigger than the value of the caused, proved damage.

13.2. Carrier shall not be liable for any damage caused by passengers or by objects contained in their luggage and Charterer shall be liable for any such damage and will therefore completely indemnify Carrier against it.

13.3. The Carrier shall not be liable for cancellation or delay of a flight arising especially from events beyond its control, hindrances caused by the authorities or third parties, strikes, lockouts, and war or warlike situations, unless the Carrier is directly responsible for the cancellation/delay or has acted willfully or with gross negligence. Furthermore, the Carrier shall not be liable for actions of other airlines, security clearance and handling firms and their vicarious agents, or for personal belongings left onboard by the passengers. The Charterer shall be held fully liable for any damage caused to the inside or outside of the Aircraft by the passengers or by any members of the crew it deploys. The Carrier shall not be liable if all reasonable measures have been taken to prevent a damage, or if it is not possible to take such measures.

13.4. The exclusion and restriction of the Carrier's liability will apply for representatives, employees and any other person, whose aircraft the Carrier uses, including their representatives, employees and any other person.

13.5. Any claim for damages herein against the Carrier can only be made within the period of two months. This period shall be calculated from the date of the arrival of the aircraft at the destination, or from the date on which the Aircraft should have reached the destination, or from the date on which the transportation was terminated.

14. Governing law and jurisdiction

14.1. The Charter services provided shall be governed by the Laws of Romania, with special reference to provisions of the Air Traffic Act, regulations of Montreal Agreement, the Warsaw Agreement and the EU Council directive 2027/97, as well as the present GTCB for transportation services.

14.2. Any dispute leading to litigation shall be exclusively governed by Romanian law. Jurisdiction for any disputes that arise shall be exclusively in the area where the Carrier's headquarter is located.

15. Force Majeure

15.1. Except as herein provided, neither party shall have the responsibility or liability whatsoever for any loss, damage, delay or failure to perform any obligation resulting from this Agreement arising out of events of Force Majeure, which shall include without limitation acts of nature (earthquakes, floods, etc., loss or damage to the aircraft in an accident or other calamity, seizure or hijacking, airport closure, epidemic or quarantine restrictions, fire, explosion, war, blockade, insurrection, riots, acts of nature (earthquakes, floods, etc.) Governmental regulations or orders entered into effect after the Commencement date of this Agreement. Strikes or labor disputes are not deemed as Force Majeure.

15.2. The party claiming Force Majeure shall notify the other party by telex and/or registered mail within seven (07) days of the date of commencement of events or circumstances deemed as Force Majeure, concurrently sending a confirming document issued by the Chamber of Commerce or by other similar, competent authority in its home country, to certify the reality and the accuracy of the facts, dates and circumstances contained in the above-mentioned notification. The same procedure and terms of notification and confirmation are applicable regarding the cessation of the Force Majeure.

15.3. If the notification and confirmation of the commencement and cessation of the Force Majeure are not properly dispatched by the party claiming such commencement or cessation within the time provided for in the Agreement, that party will be responsible for the damages caused to the other party by this oversight.

On receipt of the above-mentioned notification and confirmation, both parties shall get in touch at once and decide within ten (10) days on the actions and/or steps to be taken on behalf of both parties in order to limit or overcome the aftermath of the Force Majeure.

15.4. Should a case of Force Majeure prevent or delay, completely or partially the execution of the Agreement by either of the parties, the affected party shall be released from the liability to fulfil its obligations, but only to the extent and for the period of time the fulfilment of its obligations is prevented or delayed by the Force Majeure situation. Both parties shall make all reasonable efforts to reduce the delay caused by the Force Majeure as much as possible.

15.5. Should the Force Majeure be duly notified or confirmed in accordance with the above-mentioned conditions, the period of time within which the parties are to fulfil their obligations is automatically extended by the duration of the hindrance or delay caused by the Force Majeure.

15.6. For any delay or non-fulfilment of the Agreement obligations by one party due to Force Majeure, the other party shall not be entitled to claim penalties, interest or damages which would otherwise have been payable. However, the occurrence of Force Majeure shall not exonerate the Parties of their obligations as resulted from this Agreement prior to the Commencement date of Force Majeure.

15.7. Notwithstanding the foregoing, should the delay due to Force Majeure exceed thirty (30) days from the date of commencement of events or circumstances deemed to be a Force Majeure, either party shall be entitled to terminate this Agreement or that part of the Agreement which has not been carried out, by written notice addressed to the other party, without any other formalities. In such event both parties shall agree upon the corresponding financial reconciliation so that to settle the obligations accrued prior to the Commencement date of Force Majeure.

16. Miscellaneous

16.1. If any provision of these Terms of Business is declared or becomes void, the remaining provisions shall continue in full force and effect. The parties agree to replace invalid provisions by valid provisions most closely approaching the invalid provisions.

16.2. The provisions of the Charter Contract are confidential and none of the Parties is entitled to publicly, announce or disclose to third parties, without the written consent of the other Party, the terms and conditions of the Charter Contract. Except for affiliated companies and legal and tax consultants of the Parties (and only insofar they are bound by equivalent confidentiality obligations), the Parties undertake to keep the secrecy and the confidential character of the information classified as confidential or secret regarding the terms and conditions of the Charter Contract or the commercial activities carried out by the other Party and not to disclose, publish or use such information without the written consent of the other Party, unless:

a) the disclosure is required under the law or by legal proceedings;

b) such information became public by other means than by breach of the confidential clause by the disclosing Party;

c) as necessary to either Party to exercise its rights hereunder and to obtain the legal protection therefore, including in case of a dispute

16.3. If a clause of this GTCB is declared inapplicable or null for whatever reason, this shall not affect the remaining provisions hereof and the Parties shall act so as to fulfill the GTCB pursuant to its purpose and strictly in the way stipulated hereunder. In this case, if possible, the Parties shall do their best in a reasonable manner to modify the present GTCB, meaning to include new provisions which shall be as minimum as possible different and to produce the same effect, as much as possible, with regard to the void and inapplicable provision.