



General Business Terms and Conditions of WinSky solution spol. s r.o.

1. Initial Provisions

1. These General Business Terms and Conditions of **WinSky solution spol. s r.o.**, ID No. 048 88 286, with its registered office at Hradec Králové, Čechova 1100/20, post code 500 02, registered in the Commercial Register with the Regional Court in Hradec Králové, Section C, Insert 36799 (hereinafter referred to as the “Mediator”) define the rights and obligations of the contracting parties arising in connection or under the Agreement on the Provision of a Charter Flight (hereinafter referred to as the “Agreement” or “Agreements”) entered into by the Mediator and a natural person or legal entity (hereinafter referred to as the “Customer”) by which the Customer authorizes the Mediator to ensure for the fixed price the requested charter flight(s) with an aircraft operator with valid licence for commercial air transport together with any other relevant services specified in the Agreement.

2. Definitions

1. The “Agreement” is the Agreement on the Provision of a Charter Flight as defined in Art. 1 of these Terms and Conditions, while these Term and Conditions constitute an inseparable part of the Agreement.
2. The “Customer” is the person for who the Mediator ensures the requested Flight under the Agreement.
3. The “Flight” is a charter flight(s) requested by the Customer authorized the Mediator to ensure it under the Agreement.
4. The “Airline” is the Aircraft operator who has a valid licence for commercial air transport and who will execute the Flight for the Customer.
5. The “Flight Plan” includes details on the place of departure, place of arrival with a stopover (if any) and all the details about the dates and times of departures and arrivals defined in the Agreement.

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sales@winsky.cz
+420 602 504 504

www.winsky.com

WinSky solution spol. s r.o.
Čechova 1100/20
Hradec Králové, 500 02

Reg. No.: 04888286
VAT No.: CZ04888286
Bank account: 115-2143210207/0100 (CZK)
Bank account: 115-2211330287/0100 (EUR)

6. If a document is requested “in writing”, messages sent by-email to the e-mail address of the other party under the Agreement are to be considered sufficient.

3. Price and Payment Terms

1. The Price includes the following:

Fuel, basic catering, handling, flight insurance, airport and landing fees in the expected destination of the departure and arrival during the operation hours of the airports.

2. Any other costs, particularly de-icing, transport to/from the airport, visa fees, VIP lounge fees, administrative fees and any other similar costs are not included in the fixed price and these costs shall be paid for by the Customer.

3. VAT shall be charged to the Fixed Price of the Flight if required by the relevant legal regulations in force.

4. The Customer shall pay to the Mediator before the initiation of the Flight a deposit amounting to 100% of the Fixed Price.

The payment may be made in the following manner:

- By banking transfer
- By credit card
- Through payment gateway

5. Payment by banking transfer shall be received on the Mediator’s account before the initiation of the Flight. If the Customer pays the price by banking transfer, but it is impossible the amount is received on the Mediator’s account before the initiation of the Flight, the Customer shall guarantee to the Mediator the payment of the price by blocking the deposit amount corresponding with the Fixed Price on the Customer’s credit card (so-called pre-authorization). For the purposes of blocking the deposit amount on the credit card, the Customer shall disclose to the Mediator all necessary details about the credit card and fill in a relevant document as requested by the bank for blocking

deposit amounts. Blocking of the deposit amount on the Customer's credit card will be cancelled immediately after the Mediator receives the full price paid by the Customer on the banking account.

6. If the Customer fails to pay the full deposit for the price before the initiation of the air transport (with the exception of the case specified in the previous paragraph under which the deposit will be blocked on the Customer's credit card), the Mediator may withdraw from the Agreement and request the Customer to pay for any costs connected with the execution of this business case, particularly costs the Mediator has paid or shall pay to the Airline in connection with the arrival of the aircraft to parking position at the place of departure and compensation for cancellation or similar fees to be paid to the Airline. Moreover, the Mediator may request the Customer to pay so-called cancellation fee in the same amount as if the Flight were cancelled (withdrawal from the Agreement by the Customer) in Art. 5 of these Terms and Conditions.

7. If the Customer does not withdraw from this Agreement (does not cancel the ordered Flight) in accordance with the provisions of Art. 5 hereof and does not arrive to the departure which will result in cancellation of the Flight, the Customer shall pay the Fixed Price of the Flight in full.

4. Execution of the Flight

1. The Customer acknowledges the Mediator only intermediates the Flight for the Customer and that the Airline is fully responsible for the operation of the Aircraft, its due maintenance and adhering to the Flight Plan.

2. The Customer acknowledges that Flight Plan will be carried out under the Airline's Terms and Conditions and that the Airline (precisely the staff operating the Flight) is exclusively entitled to decide about whether and how the Flight may be executed and where the aircraft will land.

3. The crew shall be entitled to exclude any passenger or any freight from the transport. Animals may only be transported upon the Airline's previous consent in writing. The decision concerning de-icing

spraying is to be made exclusively by the crew of the Airline providing the Flight and liable for the Flight safety and the Customer shall bear the related extra costs.

4. In the case that a situation arises before the planned departure where the flight cannot be realised using the type of aircraft which was designated for the flight as per the Contract, then the Carrier shall make every effort to procure another suitable aircraft in the given category (hereinafter "Replacement Aircraft"). If necessary, the flight can be realised using a type of aircraft, of a similar category, other than the type agreed upon in the Contract. The Customer acknowledges that a change of aircraft can affect the agreed price of the flight, and explicitly agrees that in a case where the price of the realisation of the flight using a Replacement Aircraft exceeds the original price of the flight by over 25%, the Customer must pay the Broker the difference between the actual price and the sum corresponding to 125% of the original price, before the commencement of the flight. If the Customer does not approve any of the Replacement Aircraft offered by the Broker without stating a reason, or if the Customer fails to pay the Broker the sum, before the commencement of the flight, by which the actual price of the flight when using the Replacement Aircraft exceeds the sum corresponding to 125% of the originally agreed price of the flight, then the Broker's obligation to procure a Replacement Aircraft ceases to exist.

5. In the case the Aircraft is not able to land at the airport in the final destination due to extraordinary circumstances (e.g. the weather, safety situation at the place of arrival, etc.) that could not be prevented despite all reasonable measures having been taken, which results in deviating from the planned route and landing at a different airport, the transport is to be considered terminated in a due and timely manner.

6. The Mediator and the Airline shall not be held liable for any changes to the Flight Plan due to force majeure, the weather, natural elements or any other circumstances beyond the control of the Mediator or the Airline. The Customer shall bear the extra costs resulting from the above stated events (e.g. airport fees at an alternative airport of arrival).

7. The Customer shall bear any extra costs related with late reporting to the departure and the Airline or the Mediator shall not be held liable for not adhering to the Flight Plan in case of late departure caused by the Customer.

8. The Customer shall be liable for having valid travel documents and any visa or entry permits required for entering the country where the place of arrival is situated. The Customer shall inform about these requirements all the persons who will travel on the Flight under the Agreement with the Mediator.

9. The Customer shall ensure that the luggage to be transported is suitable for air transport meeting the Airline's Terms and Conditions and being packed appropriately. The Customer shall check the requirements concerning weight limits and dimensions of the luggage intended for transport and the Customer shall inform the Mediator about the intention to transport any non-standard luggage, especially luggage of greater dimensions or greater weight.

10. The Customer shall be held liable for not transporting on the Flight any of the following:

- goods or things which could pose a risk to the safety of the Flight and persons travelling on board
- goods or things whose export from the country of departure or import into the country of arrival is against the law

11. The Mediator undertakes to send, upon request, the Airline's Terms and Conditions to the Customer and to instruct the Customer about the Airline's requirements and international regulations concerning civil aviation and requirements concerning weight limits and allowed dimensions of luggage, animal transport, etc.

5. Withdrawal

1. The Customer may withdraw from the Agreement (cancel the ordered flights) at any time before the initiation of air transport. The withdrawal shall be made in writing and sent to the following e-mail address: winsky@winsky.cz. However, in such a case the Customer shall pay to the Mediator the following fees:

- 0% of the Fixed Price of the Flight in the case of cancelling the Flight 72 hours and more before the scheduled time of departure
- 10% of the Fixed Price of the Flight in the case of cancelling the Flight more than 48 hours and less than 72 hours before the scheduled time of departure
- 25% of the Fixed Price of the Flight in the case of cancelling the Flight more than 24 hours and less than 48 hours before the scheduled time of departure
- 50% of the Fixed Price of the Flight in the case of cancelling the Flight less than 24 hours before the scheduled time of departure
- regardless of the time when the Flight is cancelled the Customer shall pay to the Mediator, in addition to the above defined fees, any and all costs the Mediator or the Airline have reasonably incurred in order to ensure the Flight until the moment of the Flight cancellation.

The Mediator then returns to the Customer the price paid with the deduction of the above stated fees for which the Mediator is legally entitled in case in hand.

2. The Mediator may withdraw from the Agreement in writing in the situation defined in these Terms and Conditions and when the Customer breaches this Agreement or the Terms and Conditions in a sever manner.

3. Withdrawal from the Agreement does not affect the mutual rights and obligations of the Parties that existed before the withdrawal became effective.

6. Damage Liability

1. The Airline is to be held exclusively liable for the execution of the Flight under this Agreement as well as for any damage the Customer may incur by such transport. The Customer acknowledges and



agrees that the Mediator is not liable towards the Customer for the execution of air transport or any damage caused by/during the air transport.

2. Nevertheless, if the Customer has claims for damages towards the Mediator, such compensation is limited by the amount to which the Airline would be held liable according to international conventions concerning air passenger transport or in the cases when no upper limit for Airline's liability for damage is set in international conventions, the limit shall be the price fixed in the Agreement.

7. Final Provisions

1. The contractual relationship under this Agreement is exclusively governed by the Czech laws, including international regulations concerning civil aviation.

2. If any litigations arise between the Mediator and the Customer under this Agreement or in relation herewith, the Parties shall first endeavour to settle such litigations in an amicable, out-of-court manner.

3. If the Parties fail to settle any litigation in an amicable manner, such litigation(s) shall be decided exclusively under the Czech laws by a relevant Czech court. The competent court is to be in the region where the Mediator has the registered office.

4. These General Business Terms and Conditions enter into force and become effective at the moment of their publishing. The Mediator reserves the right to change or amend these Terms and Conditions. Any new Terms and Conditions substitute and replace any and all previous Terms and Conditions without affecting the rights and obligations which arose when the previous Terms and Conditions were valid.

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