

General transport conditions

1. Definitions

In this body of text titled General transport conditions there are specific terms used which are defined below





Client	Contractual party ordering the charter flight
Transporter	The company HELITOM s.r.o.
Parties	Client and Transporter
Confirmation	Confirmation of the charter flight (Electronic or written, may be in a free format)
Flight segment	Part of the flight defined in the confirmation of the charter flight with specified time and place of take off and landing.
ICAO	International Civil Aviation Organization

2. Application of transport conditions

These general transportation conditions are valid for all flights, which have been agreed upon between the client and the company HELITOM s.r.o. and which have been confirmed by both parties. Eventually flight have been agreed upon by contract.

Both parties may negotiate special or additional conditions for specific flights. These conditions have priority before the General transport conditions if they are agreed upon by both parties in writing and have been signed by both parties. Oral agreements do not carry legal consequences.

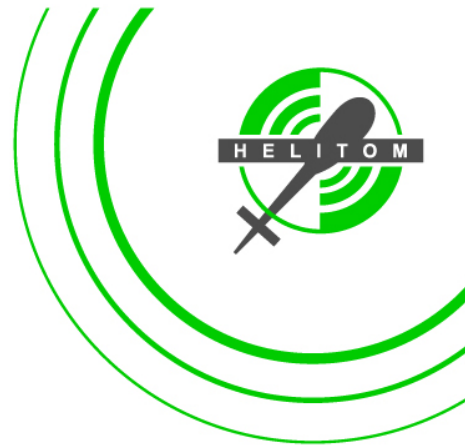
Transportation provided by the company HELITOM s.r.o. is further guided by:

-  Civil code č. 89/2012 Sb., as amended by the regulations of domestic air transport.
-  By the Convention on the Unification of Certain Rules on International Air Transport, the so-called Warsaw Convention No. 15/1935 Coll., as amended by the Hague Protocol No. 15/1966 Coll. in international transport,
-  European Commission Directive No. 2027/97 of October 1997,
-  charter flights operated by HELITOM s.r.o. is not governed by any general terms and conditions of the client.

HELITOM s.r.o. - Emlerova 216 - 507 23 Libáň
IČ 28805259 - DIČ CZ28805259

m: +420 603 551 221
e: info@helitom.cz
H: Heliport CHOTOUŇ

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3. The Helicopter and Passengers

3.1. The Helicopter




By issuing confirmation of the charter flight the transporter guarantees, that they will supply a helicopter which has sufficient capacity for the requested amount of passengers listed in the confirmation and will perform the flight in times which are proximate to the times agreed upon. The transporter may replace the helicopter which was agreed upon by a different helicopter, under the condition that the helicopter is appropriate for the agreed upon transportation.

3.2. Passengers










The transporter guarantees transport only of the before agreed upon number of passengers as listed in the list of passengers. A higher number of passengers than listed may be transported if the conditions permit at the time of embarkment. A higher number of passengers than agreed upon may result in an increase in cost of the charter flight. The transporter is entitled to request identification documents from the passengers in order to verify their identity.

4. Price of flight, Payment and Contract conditions.

Price of flight covers:

-  All operating costs of the helicopter covering the transportation to the passengers and the actual flight, including services of the crew
-  Insurance
-  Standard catering on board (beverages)

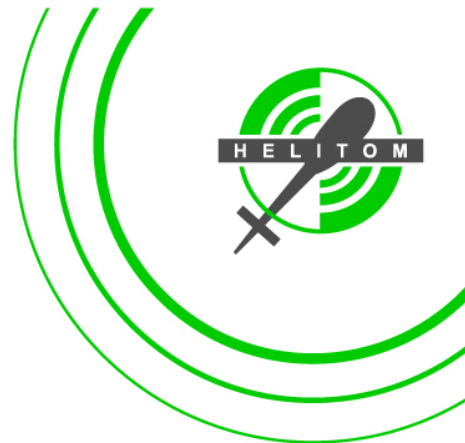
Price of flight does not cover:

-  Transportation of passengers to and from the airport,
-  Costs of customs and taxes
-  Sufficient coverage of cost if flight is deviated from flight plan as listed in the flight plan by request of the client
-  Sufficient coverage of costs leading to change as a result of the client being non compliant with the flight schedule
-  Sufficient coverage of hangar costs If necessary due to unfavorable weather conditions
-  Catering beyond the standard catering provided on board
-  Sufficient coverage of costs caused by interference of a higher power
-  Landing, airport and handling costs
-  Waiting time of pilots.

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Payment conditions:

- ✈ Unless the it is stated in the confirmation, the ticket price must be paid off in full amount, so that the payment for the charter flight and eventual extra costs is made latest to the due date of the invoice
- ✈ The transporter is entitled to request payment of the deposits to the full amount before commencement of flight

Contractual penalties:

Unless it is stated in the confirmation, financial penalties shall be imposed in case of breaking contractual agreement.

- ✈ 10 days before departure: 10% of the price of flight
- ✈ Less than 10 days but more than 2 before departure: 20% of the price of flight
- ✈ Less than 2 days but more than 24 hours before departure: 30% of the price of flight
- ✈ Less than 24 hours before departure: 50% of the price of flight, possibly extra fees covering the cost of transporting and preparing the helicopter, If these are higher than 50% than the cost of the flight

5. Order of flight conduction, cancellation of flight a refusal of transportation

5.1. Obligation of the transporter

The transporter will execute the flight in segments and in time slots as are given in the confirmation, unless the transporter and client come to a different agreement beforehand or if circumstances arise according to 5.3 or 5.4

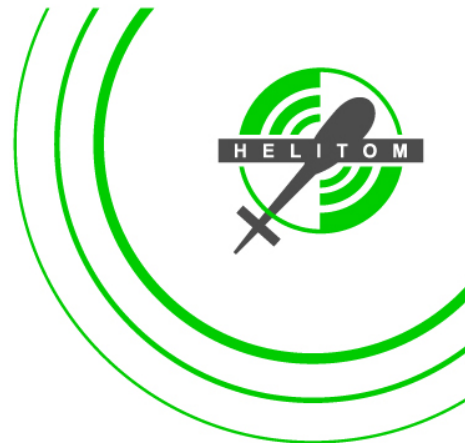
5.2. Obligation of the client

The client is aware of the fact, that if he arrives to the departure later than previously agreed upon in the Confirmation. His delay may impact the execution of the flight. Even if the transporter puts maximum efforts into assuring the flight is executed according to the original flight plan, the operating circumstances or limitation of the flight crew services may lead to severe delay or even flight cancellation. The client is also responsible for the extra costs associated, in case they do not comply with the flight schedule at departure or during a flight segment and simultaneously do not inform the transporter within 4 hours before departure. In this case the transporter is entitled to cancel the flight and demand full compensation for the flight simultaneously the transporter is not responsible to any costs or damages regarding the client that may occur during this time.

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5.3. Higher power

The transporter has a right to cancel, terminate, deviate or delay the flight or any of the flight segments in it, if it is not possible to execute the flight for these reasons. These reasons include but aren't restricted to by the following: Divine intervention, meteorological conditions, strikes, riots, rise of embargo, war, acts of the enemy and its consequences, terrorism. These reasons are valid regardless if these occurrences are real, false, threats or reported. If the flight is canceled or shortened due to the reasons listed above in this paragraph. The total flight price will be reduced by the costs of the flight segment or its part which was cancelled.

5.4. Cancellation of flight and denial of transport

Cancellation of flight from the side of the transporter

The transporter requests the right to cancel the flight If the side of the client violates the contractual agreements in the Agreement of charter or the General transportation conditions. In the case of flight cancellation as stated in this paragraph the financial penalties applied are in harmony with the contractual penalties listed above.

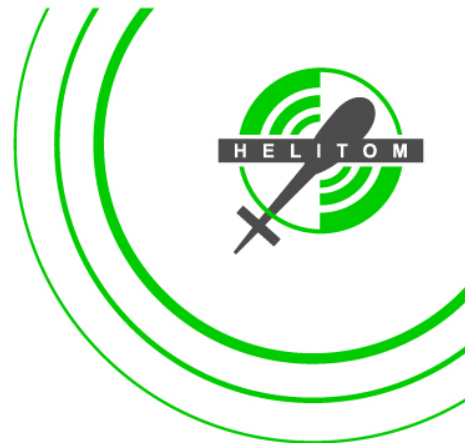
The transporter and the captain of the helicopter who are responsible for executing the flight have the right to cancel the flight due to technical reasons or safety reasons. The transporter can also decide to deviate the flight to a alternate airport.

Denial of transport

The transporter has the right to decline the transportation of passengers, baggage or cargo in the case that this transportation could lead jeopardizing the safety of the helicopter or breaking air law/legislation. The transporter also has the right to decline the transportation of a passenger, which would refuse to act accordingly to the law. Especially regarding the denying security checks or disturbing the transportation.

Cancellation of flight from the side of the client

The client has the right to cancel the flight before its departure in case the intervention of a higher power affects the flight in such a way that it is not according to the arranged Confirmation. In this case the penalties as listed in the paragraph Contractual penalties are not applied. The client has to cancel the flight in written form.



6. Transportation and travelling documents

The release of transportation documents:

- ✈ Transportation documents serve as a confirmation for both sides regarding the confirmation of the charter flight released by the transporters (email confirmation or written form)
- ✈ The client is responsible for giving the transporters a list of passengers in due time before the flight, including additional information about unusual baggage. When transporting baggage, the client is responsible for giving the transporter a cargo list and if necessary other documents regarding the baggage.

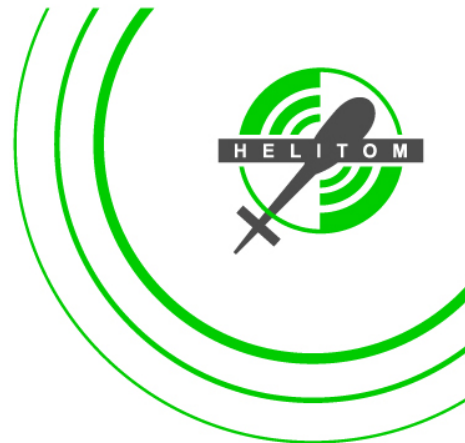
Travelling documents:

- ✈ The client is responsible that every one of the passengers have valid travelling documents including visas and permissions of entrance. Additionally, the client is also responsible for the passengers complying with customs regulations, health requirement and other requirements applied when entering the destination state. The client is responsible for all costs and damages occurring as a result of the passengers not having proper travelling documents or in case of not complying with medical requirements.

7. Baggage and cargo

Baggage:

- ✈ The transporter will make an effort to transport the client's baggage if it complies with the safety of the flight, capacity of the helicopter and air laws. In case of any uncertainties concerning the option of baggage transportation the transporter has the right to refuse to transport the client's baggage.
- ✈ The client is responsible to inform the transporter of the weight and size of baggage for transportation so that the transporter can make a decision on the possibility of transportation in a certain helicopter.
- ✈ The transporter has a right to reject the baggage which does not comply with the law, or can endanger the aircraft and passengers. This is applicable to firearms and items considered as unsafe according to ICAO. The transporter does not transport animals unless it was mentioned in confirmation.



Cargo:

The client takes the responsibility and costs for loading and unloading the helicopter during cargo transportation.

The client is obliged to ensure that:

- ✚ the transported cargo or baggage does not contain objects or substances that could endanger the helicopter or transported persons and crew, and objects or substances which do not comply with the law.
- ✚ the transported cargo or baggage is suitable for air transport and is packed accordingly,
- ✚ no animals will be transported without prior written agreement.

8. Liability

The transporter's liabilities:

- ✚ The transporter is only responsible for damage caused during the individual transportation, up to maximum amount of proved damage

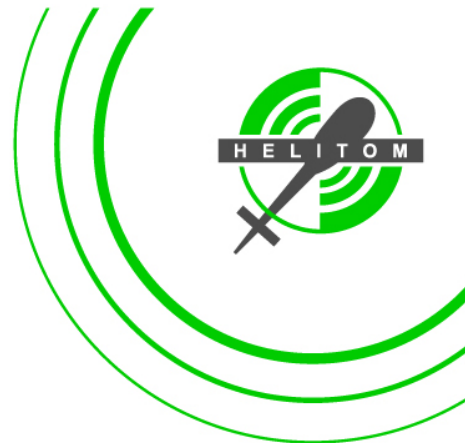
Limitation of liability:

- ✚ the transporter is not responsible for the damage caused by a third party,
- ✚ the transporter is not responsible for damages and non-fulfillment of the agreed conditions caused by (i) higher power, (ii) weather conditions that make the flight impossible due to safety; (iii) circumstances directly or indirectly resulting from regulations or actions of authorities; (iv) circumstances beyond the control of the transporter.
- ✚ the transporter is not responsible for damages and non-fulfillment of the agreed conditions caused by the fact that the relevant authorities did not grant him the necessary permits (for example, overflight or landing permits), requested in a timely and proper manner on the basis of documents provided by the client.
- ✚ the transporter will not satisfy claims that could arise due to the delay of passengers, baggage or cargo or due to landing at an alternative airport, except the cases resulted due to gross negligence or intent of the transporter.
- ✚ the transporter will not satisfy claims or compensate costs or expenses of any nature for which the client or a person in any relation to them would be entitled for compensation as a result of the fulfillment or non-fulfillment of the agreed conditions of the charter flight, with the exception of cases where the claims or costs arise in result of the transporter's gross negligence or intent,

HELITOM s.r.o. - Emlerova 216 - 507 23 Libáň
IČ 28805259 - DIČ CZ28805259

m: +420 603 551 221
e: info@helitom.cz
H: Heliport CHOTOUŇ

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- ✈ the transporter is not responsible for indirect or consequential damages caused for any reason, especially due to delays due to technical causes.

The transporter is not responsible for damage if it proves that all possible means were used to prevent the damage or there was no possibility to use these means.

The limitation of liability applies analogously to employees and representatives of the transporter. The total amount of compensation provided by the transporter cannot exceed the carrier's total liability limit.

The client 's liabilities:

- ✈ the client is responsible for complying with the conditions of the charter flight, including the case they act only as an intermediary. The client is responsible for all damage caused to the helicopter by their employees, representatives, agents or passengers.
- ✈ in case of injury of transported individuals or damage of the transported baggage, the client is obliged to inform the transported as soon as possible, at the latest immediately upon the flight is completed. The client is obliged to report damage of the cargo at the latest upon its delivery. The transporter is not responsible for compensation, in case they were not informed in a timely manner.

Liability for the damaged baggage:

- ✈ the transporter is responsible for the delay, damage, destruction or loss of baggage in accordance with the provisions of the Warsaw Convention and its additional protocols and agreements.
- ✈ the transporter is not responsible for loss or damage to fragile items, perishable goods, jewelry, precious metals, cash, valuables and securities, official documents, medications, keys, travel and personal documents, as well as other items included as baggage, regardless of whether the transporter was aware of them or not, except the cases where the damage occurred as a result of the transporter's gross negligence or intent.
- ✈ the transporter is not responsible for damage caused by objects in passengers' baggage, except the cases where the damage was caused by the transporter's gross negligence or intent. If such items cause damage to another passenger's baggage or the transporter's property, the owner of the baggage is obliged to compensate the transporter for the damage and costs incurred as a result.

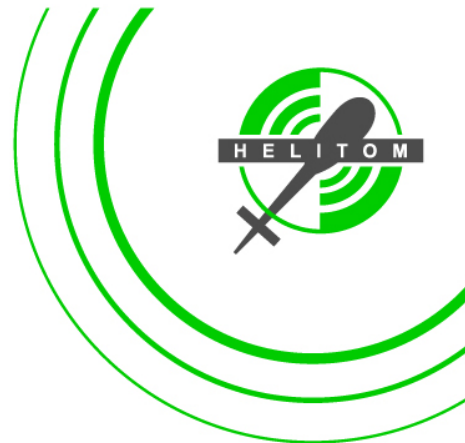
Liability for damage to transported goods:

- ✈ The transporter is not liable to the sender or to a third party for damage to the goods caused or resulting from the transportation and related services, unless it is proven that





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m: +420 603 551 221
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the damage was caused by the carrier's gross negligence or intent. Furthermore, the transporter is not responsible for damage to the goods if it is proven that additional factors on the side of the sender, recipient or third parties involved contributed to the damage.

-  The transporter is responsible for damage to the transported goods only up to the value of the goods declared by the sender in the bill of lading. If the bill of lading is missing, the transporter is responsible for damages in accordance with the laws and regulations specified in Chapter No. 2. In this case, compensation for damages is conditional upon proof of the value of the goods.
-  If the recipient (or another person authorized to receive the goods) receives an incomplete delivery, or only part of it, or if only part of the delivery is damaged or destroyed, the transporter will only compensate for the damage of that part, in proportion to the weight of the damaged and undamaged part of the shipment, regardless of the value and content of the damaged part.
-  The transporter is not responsible for damage to the goods or their destruction caused by items contained in the shipment. The sender, owner and recipient of goods that damage or destroy other goods or the transporter's property are obliged to compensate the transporter for the damage and costs incurred as a result. Goods that endanger the helicopter, individuals or property may be excluded from shipment or destroyed by the transporter without prior notice and subsequent liability.
-  Any good perishable or deteriorating due to changes in climate, temperature and altitude or due to other unusual conditions or transit time will be accepted for carriage subject to liability for deterioration or destruction.

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9. Attachments

9.1. List of prohibited items and substances








The company HELITOM s.r.o. prohibits the transport of certain objects and substances for your safety and comfort. Individual items and substances are listed below.

1. General

- a) Baggage and items that can endanger the safety of the flight, individuals and property, as well as baggage and items that could be easily damaged during air transportation, the packaging of which is inappropriate or can cause complications to other passengers.
- b) Items that are specified in the regulations of the International Civil Aviation Organization (ICAO), the International Air Transport Association (IATA) and the regulations of the transporter as dangerous goods.
- c) Items that are prohibited for transportation according to the relevant laws, regulations or regulations of the certain state.
- d) Items which are considered by the transporter as not suitable for transportation due to their weight, size or nature.
- e) Any overheating or damaged batteries.

2. On board the helicopter

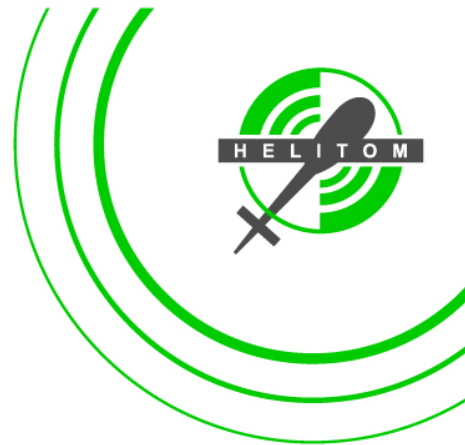
The following items are prohibited both in the area behind the security checkpoint and on board the helicopter:

- a) all firearms, including their imitations and replicas (combat and sporting pistols, revolvers, rifles, shotguns, air pistols, ball firearms, etc.):
 -  individual parts of firearms (with the exception of telescopic visual devices and sights),
 -  slaughter guns and devices causing fright or shock, such as cattle prods, ballistic guided energy weapons (remote electric stun guns),
 -  signal flare, starting guns
 -  toy guns of all kinds
 -  ball guns
 -  crossbows, slings, harpoons and spears
 -  industrial and nail guns
- b) pointed/sharp weapons and sharp items or their imitations that can cause injury, such as:

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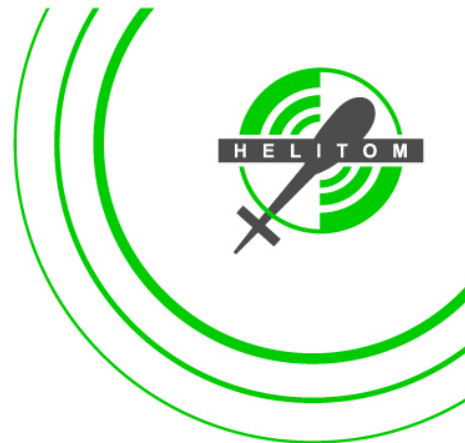


- ✚ axes and hatchets, throwing stars, arrows and darts, blades, razors, scalpels
 - ✚ harpoons and spears, pickaxes, skates
 - ✚ locking or shooting knives with blades of any length
 - ✚ knives, both real and ceremonial, with a blade longer than 6 cm, of metal or other material of sufficient hardness to be used as a potential weapon
 - ✚ meat cleavers, machetes, sabers, swords and daggers
 - ✚ open razors and blades (not safety or disposable razors with a covered blade),
 - ✚ scissors with a blade length greater than 6 cm
 - ✚ ski, walking and hiking poles, tent pegs
 - ✚ tools that can be used as pointed and sharp weapons, such as drills and drill bits, cutters, utility knives, all saws, screwdrivers, crowbars
 - ✚ hammers, pliers, wrenches/tensioners, blow torches
 - ✚ other items that do not look like weapons, with blades covered
- c) explosives and flammable substances that may be dangerous to passengers and crew or to the helicopter and property, such as:
- ✚ ammunition, detonators, fuses, explosives and explosive devices
 - ✚ mines or other military equipment containing explosives, grenades of all kinds
 - ✚ replicas or imitations of explosive material or equipment
 - ✚ gas and gas tanks, such as butane, propane, acetylene, oxygen - in large quantities,
 - ✚ fireworks, flares in any form and other pyrotechnics (including fun pyrotechnics and toy capsules)
 - ✚ dangerous matches
 - ✚ smoke producing canisters or cartridges
 - ✚ flammable liquid fuel such as gasoline, diesel, lighter cartridges, alcohol, ethanol,
 - ✚ spray paint or similar items, turpentine and thinners
 - ✚ alcoholic beverages containing more than 70% alcohol
- d) explosives and toxic substances that may be dangerous to passengers and crew or to the helicopter and property, such as:
- ✚ and alkaline substances, such as batteries with electrolyte that can leak
 - ✚ caustics or bleaching agents such as mercury, chlorine
 - ✚ neutralizing or paralyzing sprays, such as tear and pepper sprays, tear gas, gel and paralyzing sprays
 - ✚ radioactive material, such as medical and commercial isotopes
 - ✚ poisons

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- ☠ infectious or dangerous biological material, such as infected blood, bacteria and viruses
- ☠ material that is capable of self-ignition or burning
- e) fire extinguishers,
- f) liquids and items of similar composition:
 - ☠ liquid substances (gels, pastes, lotions, liquid/solid mixture and contents of pressurized containers, toothpastes, hair gels, drinks, soups, perfumes, deodorants, shaving foams, aerosols and other items of similar composition) with the exception of:
 - liquids in individual containers with a volume of less than 100 milliliters or a similar volume, which should be placed in a transparent, resealable plastic container with a volume of up to 1 liter
 - fluids that may be necessary for medical purposes or due to a special diet, including baby food
 - liquids purchased at the airport in the area behind the security check, upon condition that the liquid is packed in a container with a cap that allows easy control of the contents in case of interposol (a document confirming the purchase at the given airport on the same day must be available)
 - liquids that are purchased on the same day at another airport in the council upon condition this liquid is packed in a container with a cap that allows easy control of the contents in case of interposol (document confirming the purchase at the given airport (in the area behind the security control) in same day must be available)

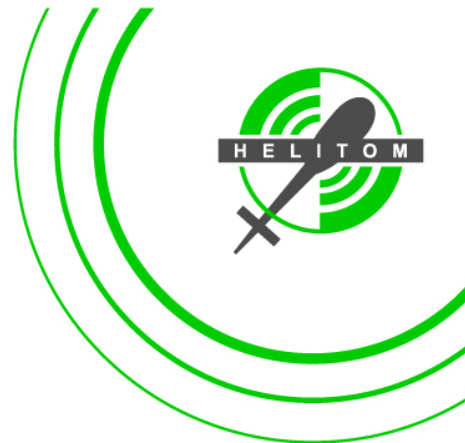
3. In checked baggage

- a) Any type of flammable substance or explosive that endangers the health of passengers and crew, or the safety of the helicopter, or property, such as:
 - ☠ explosives and explosive devices, all kinds of detonators and explosive substances, in particular detonators, fuses, grenades, mines, bombs and rockets
 - ☠ grenade launchers and other items or devices used to detonate materials, substances or explosive devices
 - ☠ suitcases and bags equipped with self-destructive elements that produce smoke and smoke screens
 - ☠ powder substances for the manufacture of pyrotechnic devices in an amateur way, such as ammonium nitrate, Sulphur, charcoal
 - ☠ training grenades and their dummies
 - ☠ explosive devices
 - ☠ all types of flammable substances and materials including magnesium, as well as gasoline and methanol
 - ☠ components of fuel systems containing fuel

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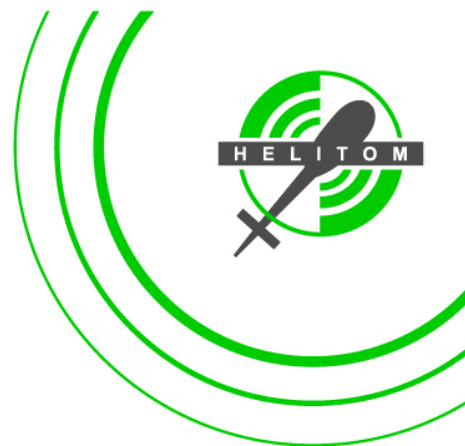


- ✈ alcohol with a content of more than 70% alcohol (it is also prohibited in vehicle fuel tanks)
 - ✈ gases: propane, butane
 - ✈ all kinds of lighter refills for lighters
 - ✈ fireworks and flares
 - ✈ spare batteries
 - ✈ portable electronic devices with lithium batteries
- b) any type of chemical or toxic substance that endangers the health of passengers and crew or the safety of the helicopter, or property, such as:
- ✈ poisons and toxic substances or substances causing infectious diseases including mouse and rat poison, infected blood
 - ✈ radioactive materials including medical and industrial isotopes
 - ✈ paralyzing gas, liquid and gel launchers
 - ✈ pistols and revolvers with paralyzing gas (such as tear gas)
 - ✈ hand grenades with paralyzing gas (such as tear gas)
 - ✈ any items that contain irritants, paralyzing substances and substances that cause panic, or other substances that are used to attack individuals
 - ✈ corrosive chemicals
 - ✈ corrosives including mercury and batteries
 - ✈ soda cans
 - ✈ paints and solvents
 - ✈ oxidizing agents and organic peroxides including bleaching kits and chemical car body repair kits
 - ✈ containers with compressed gas (butane, propane) as well as gas containers for travel (can be transported if they are free of any residual gas)
 - ✈ oxygen bombs / underwater lamps (empty oxygen bombs or deactivated underwater lamps can be transported)
- c) blunt instruments that can cause injury, such as:
- ✈ baseball and softball bats, cricket bats, golf clubs, lacrosse clubs, hockey sticks, billiard, pool and polo cues, kayak and canoe paddles, fishing rods, skateboards,
 - ✈ sticks or batons - rigid or flexible,
 - ✈ martial arts equipment, for example boxers, sticks, batons, rice axes, roller clamps, kubotans, pendants,

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