
StratStep Aviation Limited - Special Terms and Conditions for On-Demand

1. General

1.1 These StratStep Aviation Limited Special Terms and Conditions for On-Demand (hereinafter the "On-Demand Rules-StratStep") together with the StratStep Aviation General Terms and Conditions of Carriage (hereinafter the "GTCC-StratStep") and any additional terms set out in any relevant quotation and/or confirmation (collectively hereinafter the "Terms") form the contractual basis for the provision of Flight Services by StratStep Aviation Limited ("StratStep") as contractual carrier. The GTCC-StratStep and the On-Demand Rules-StratStep are available on www.stratstepaviation.com

1.2 The Terms are applicable for commercial transport of Passengers and/or any permitted goods from an agreed point of departure to an agreed point of destination as more particularly detailed in the quotation ("Flight Services").

1.3 The contract may be concluded with (i) Agents only or (ii) with Passenger directly however in any case Agents and Passengers ("Client") are jointly bound by these Terms. It is the responsibility of the Client to ensure that each Passenger abides by the Terms.

2. Conclusion of Contract

2.1 The quotation issued by StratStep constitutes a non-binding offer. Only the issuance of a Confirmation by StratStep constitutes a binding offer which requires acceptance within the stipulated acceptance period. If such acceptance period is lapsed, StratStep shall not be bound by its Confirmation.

2.2 The return of the Confirmation duly signed by an Officer of Client constitutes a binding contract of carriage between Client and StratStep.

3. Performance of Flight Services

3.1 StratStep shall have the right to perform the Flight Services as contractual carrier or assign the performance of the Flight Services to a third-party actual carrier pursuant to Section 7.

3.2 The Flight Services will be performed

pursuant to and in accordance with the actual GTCC-StratStep as applicable at the date of Flight Services and the operating procedures approved by the competent authority of the contractual or the actual carrier as the case may be.

3.3 StratStep expressly reserves the right to utilize on its own account any lay-over period or empty capacity the aircraft may have, including any empty legs related to the Flight Services, before, during or after the period in which the aircraft is available to the Client.

3.4 Flight Services are planned with a set of one (1) crew (Pilot in Command, Co-pilot) subject to crew duty time and rest period restrictions by applicable duty limitation regulations.

3.5 Cabin Service by one (1) Cabin Crew is included for all flights on Challenger 605, 850 and Global Express. Additional Cabin Crew may be supplied upon request and subject to additional charge at the sole discretion of StratStep.

4. Included and Excluded Costs

4.1 The Price does include aircraft costs including crew, fuel, maintenance, air navigation, airport and handling charges, inflight StratStep standard catering (depending on flight time and time of day), Passenger and baggage insurance.

4.2 The following costs are not included and shall be charged separately to Client at cost plus a handling surcharge of 10%:

- Insurance surcharges.
- SATCOM services.
- Special catering requests such as but not limited to caviar and special wines or spirits.
- cabotage permission costs.
- VIP terminal, special handling, helicopter and/or limousine services.
- any other concierge services rendered by StratStep upon request by Client.
- additional or enlarged crew or Cabin Crew as result of a request by the Client and/or any Passenger. In such event, Client acknowledges and agrees that if StratStep must use an enlarged or second crew, this may necessitate crew being in the cabin during the flight.

4.3 The quotation is subject to industry and related fuel price fluctuations.

If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and confirmation, the On-Demand price will be adjusted accordingly by the addition of a fuel surcharges.

4.4 StratStep offers are net and do not include any commission, unless requested by Client.

4.5 Taxes if applicable will be posted separately on the quotation/invoice.

5. Payment

5.1 All payments due to StratStep shall be made upon receipt of invoice and no later than give (5) business days prior flight date (the "Due Date"), without setoff or deduction. Time for payment shall be of the essence, if the Due Date is not a business day (bank holiday, Saturday or Sunday) the due and payable amount shall be received and credited to StratStep's account on the last preceding business day. Payments are to be made at costs of the sender in the currency to the bank account stated on the invoice.

5.2 Late payments shall be subject to interest at 10% of the outstanding sum per annum from the date due until StratStep's receipt and StratStep shall not be in breach of contract if it suspends Flight Services or additional services until receipt of funds.

5.3 Incoming payments shall first be offset against the oldest debt. Payment which is not sufficient to cover the entire debt will first be offset against the interest and finally against the principal debt.

5.4 If the payment has still not been made after issuance of a reminder and the setting of a deadline for payment, StratStep shall be entitled to withdraw from the contract of carriage and cancel the booking, subject to cancellation charges as set out in Section 8. StratStep may refuse to set a payment deadline if the imminence of the departure date makes it unfeasible to stipulate a period for payment prior to departure. In such event, StratStep may withdraw from the contract of carriage and refuse performance of Flight Services subject to cancellation charges as set out in Section 8.

5.5 Major credit cards will be accepted for payment subject to any surcharges that may apply and a handling charge of 5%. If a credit card institute or a bank refuses to honour the payment required under the contract, StratStep shall levy Client with an administration charge of EUR 500, in addition to any charges made by the credit card institute or the bank.

5.6 Client and Passenger shall be jointly and severally liable for the payment of the Flight Services and any additional costs set out in the quotation and/or On-Demand Rules-Malta as well as the cost of any damages or losses caused because of the conduct of the Client and/or any Passenger.

6. Flight Changes and Delays

6.1 StratStep and/or the actual carrier shall endeavour to the best of their ability to ensure punctual carriage of passengers and baggage. However, the announced flight times are subject to reasonable changes owing to operational and technical circumstances beyond StratStep's and/or the actual carrier's control.

6.2 The Client is responsible to ensure that passengers arrive adequately in advance of the scheduled departure time. StratStep's ability to satisfy any variation in the Flight Services shall always be subject to crew duty times and rest periods and the availability of additional crew.

6.3 Client may request a departure delay of up to a maximum of 60 minutes beyond any confirmed departure time. StratStep shall agree to such delay if it is compatible with crew duty time restrictions, applicable aviation regulations and airtraffic control requirements. If Client delays a flight more than 60 minutes beyond the confirmed departure time for any reason that is not the fault of StratStep, the Flight Services shall be deemed to be cancelled by Client.

7. Substitution or Sub-charter

7.1 Flight Services are aircraft type specific. StratStep reserves the right to provide the Client at StratStep's sole discretion with an equivalent or superior aircraft type from the StratStep fleet (Substitution Aircraft) at no additional cost to Client.

7.2 In the event that a Substitution

Aircraft is not available for the Flight Services, StratStep shall advise Client without delay and provide a revised quotation with revised pricing to reflect the provision for an Alternative Aircraft (from the StratStep fleet or from another carrier). In the event Client does not agree to the provision of such Alternative Aircraft, StratStep shall have the right to sub-charter the specific aircraft type requested by Client as set out in the original quotation or an equivalent or superior aircraft from another carrier (Sub-charter Aircraft) and Client shall remain liable to pay to StratStep the fees and charges set out in the original quotation.

7.3 Substitution or Sub-charter may occur enroute during the Flight Services. Client shall be entitled to terminate Flight Services on being informed of such planned substitution, subject to informing StratStep promptly of such termination and StratStep shall refund the amount paid on a pro-rata basis less costs for positioning the aircraft back to point of departure for the remaining part of the trip affected by the substitution event. Should Client fail to advise StratStep of such cancellation promptly after being informed of such planned substitution by StratStep (which shall be reasonably dictated by the circumstances) then StratStep shall be entitled to deduct all pre-positioning costs and/or third-party cancellation charges from any applicable refund.

7.4 Where a Substitution Aircraft or a Sub-charter Aircraft is supplied, Client's liability shall always be to pay the costs and sums set out in the quotation plus any agreed excess costs for the Sub-charter Aircraft.

8. Cancellation

8.1 Flight Services shall be deemed cancelled by Client in the event of:

- i. cancellation of any booked flight communicated by the Client to StratStep in advance of the commencement of Flight Services,
- ii. a delay of any passenger and/or Client more than 60 minutes to the scheduled time of departure unless specifically agreed by StratStep in advance in writing,
- iii. a no-show of either the Client and/or any Passenger,
- iv. any refusal of the Client and/or any of its passengers to comply with the reasonable instructions of StratStep or the pilot-in-command for flight safety and/or security reasons leading to the pilot-in-command to reasonably deem it necessary to

cancel or terminate a planned flight, or;

v. Client failing to make any payment prior the Due Date.

8.2 In such circumstances the Cancellation Fees set out on the relevant quotation shall be applicable and payable by Client.

8.3 All Cancellation Fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to StratStep where a booked flight is cancelled and takes account, by way of example only, costs associated with the arrangement and movement of flight crew, permissions and associated administration and the logistics involved in organising the flight and any extra services.

8.4 In the event a flight is cancelled not because of actions of StratStep, the costs of any additional goods and/or services arranged by StratStep at the Client's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Client and shall be charged to the Client at the cost plus, a Surcharge pursuant to Section 4.2.

8.5 Any reimbursement of flight charges and of any other amounts paid by the Client in advance of the booked flight shall be subject to the deduction of any amounts outstanding owing to StratStep, including Cancellation Fees. Any remaining balance of the sums paid by the Client shall be promptly repaid to the Client. If the funds paid by Client are not sufficient to cover the Cancellation Fees, Client undertakes to make payment of any additional sums required to cover the Cancellation Fees within 7 days of the date of issue by StratStep of an invoice to the Client for such sums.

8.6 StratStep will not be liable to the Client for any loss or expense incurred by the Client or any Passenger in the event of cancellation due to their failure to comply with the provisions set out or referred to in these On-Demand Rules-Malta.

9. 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.