

General Conditions of Carriage

1. Company Description and General Information

- 1.1 CTR Atmospherica Aviation a.s. (hereinafter referred to as the Company) holds an Air Operator Certificate for commercial air transport (aeroplanes) issued by the Civil Aviation Authority under the number CZ-64.

The Company reserves the right to amend these General Conditions of Carriage without prior notice.

1.2 Company Information (Service Provider)

CTR Atmospherica Aviation a.s.

Registered Office: Seifertova 2919/12, Praha 3 Žižkov 130 00

Company ID No: 26456176, Tax ID No: CZ26456176

Entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 7220

- 1.3 The transportation provided by the Company is governed by the following documents:

- a) Generally binding legal regulations of the Czech Republic
- b) The Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999
- c) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, known as the Warsaw Convention No 15/1935 Sb., as amended by the Hague Protocol No 15/1966 Sb., for international transport
- d) Relevant Directives, Regulations, and Acts of the European Community [particularly EU-OPS, Council Regulation (EC) No 2027/97, and Regulation (EC) No 889/2002 of the European Parliament and of the Council amending Council Regulation (EC) No 2027/97]

2. Application of the General Conditions of Carriage

- 2.1 The Company's General Conditions of Carriage apply to all flights ordered by the Client and confirmed by the Company or for which a contract has been concluded (hereinafter referred to as the Charter Agreement).

- 2.2 The Parties may establish special conditions of carriage as part of the flight order. Special conditions must be recorded in writing in the Charter Agreement and confirmed by the Company.

- 2.3 Flights operated by the Company are not governed by any general terms and conditions of the Client.

3. Aircraft

- 3.1 By concluding the Charter Agreement, the Company guarantees to provide an aircraft with sufficient capacity to transport the number of passengers specified in the Charter Agreement. The Company may, if necessary, replace the agreed aircraft with another suitable aircraft of the same or higher category at any time.

- 3.2 The Company is obligated to transport only the number of passengers specified in the Charter Agreement and only those passengers listed by the Client in the passenger list.

- 3.3 The Company will transport a higher number of passengers than specified in the Charter Agreement only if conditions at the time of boarding allow for this and only after approval by the Company. Transporting a higher number of passengers may result in an increase in the transportation price.

4. Flight Price

4.1 The flight price stated in the Charter Agreement includes:

- a) All operational costs, including fees associated with the specific flight;
- b) Catering for all persons on board according to the offer published on www.atmospherica.aero; except when the capacity of the Phenom 300/300E aircraft is reached (see Annex)
- c) Insurance;
- d) Satellite phone on board the aircraft;
- e) Aircraft de-icing before departure;
- f) Cabin service (air hostess) for passengers (always for the Praetor 600 aircraft and substitute aircraft of this type, which are suitable for transport according to the agreement in point 3.1)

4.2 The flight price does not include:

- a) Transportation of passengers to and from the airport;
- b) Visa costs, any customs fees, and taxes (unless otherwise stated in the Charter Agreement);
- c) Additional costs related to changes from the concluded Charter Agreement;
- d) Additional costs arising from changes due to non-compliance with the agreed specific flight conditions by the Client (departure times, arrival times, changes in the number of passengers, etc.);
- e) Additional costs resulting from force majeure (unfavourable weather conditions, particularly fog, storms, sandstorms) that prevent the flight from being carried out at the time confirmed in the Charter Agreement;
- f) Additional costs associated with flight delays, unless caused by the Company's fault

5. Payment Terms and Cancellation Fees

5.1 The flight price must be paid in full to be credited to the Company's account specified in the Charter Agreement no later than 24 hours before the scheduled departure, unless otherwise agreed between the Company and the Client. If the Charter Agreement is concluded less than 24 hours before the scheduled flight, the full flight price must be paid immediately upon its conclusion.

5.2 Any surcharges on the flight price, or surcharges arising from an increase in the flight price, are payable based on invoicing with a due date of 5 days, unless otherwise agreed.

5.3 Invoices shall contain all the particulars of a tax document as prescribed by law. In the event of a delay in invoice payment, the Company is entitled to charge the Client interest on late payment at a rate of 0.05% for each day of delay.

5.4 Cancellation Fees

Unless otherwise stated in the Charter Agreement or another agreement with the Client, the following cancellation fees will be charged in the event of the Client's cancellation of a confirmed flight or in accordance with paragraph 6.4.1:

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| a) Up to 7 days before departure: | EUR 500 |
| b) Less than 7 days, but more than 2 days before departure: | 30% of the flight price |
| c) Less than 48 hours, but more than 24 hours before departure: | 60% of the flight price |
| d) Less than 24 hours, but more than 12 hours before departure: | 80% of the flight price |
| e) Less than 12 hours and after the departure time specified in the Charter Agreement: | 100% of the flight price |

If multiple flights are agreed upon under the Charter Agreement, the above conditions apply exclusively to the first confirmed flight. In the event of the cancellation of the second or any subsequent confirmed flight, a cancellation fee equal to 100% of the flight price will be charged, regardless of when the cancellation occurs, unless otherwise agreed between the Company and the Client.

If the flight price has already been paid by the Client, the Company will refund the Client the paid amount after deducting the cancellation fee determined according to the above cancellation conditions within 7 working days from the Client's

cancellation of the confirmed flight. After the refund, the Company will primarily use the same payment method the Client used to pay the flight price.

If the flight price has not yet been paid by the Client, the Company will issue an invoice to the Client for the amount of the cancellation fee determined according to the above cancellation conditions. The invoice is payable within 5 days from the date of its issuance.

6. Flight Cancellations and Denial of Carriage

6.1 The Company will ensure the execution of flights in accordance with the concluded Charter Agreement, unless otherwise expressly agreed between the Company and the Client, or unless circumstances caused by force majeure, as stated in paragraph 6.3, or the circumstances specified in paragraph 6.4, arise. All changes must be approved by both Parties in writing. The written form requirement shall also be considered respected for legal actions taken via electronic mail (e-mail).

6.2 The Client acknowledges that the flights may be subject to slot coordination by the airport and/or air traffic control. Departure times must be strictly adhered to in order to avoid substantial delays. Passengers are required to arrive at the airport (designated meeting point) no later than 30 minutes prior to the scheduled departure, or at the time specified in prior e-mail communication. The Client further acknowledges that failure of passengers to comply with the agreed boarding times may affect the possibility of further transportation, cause delays or flight cancellations, and result in additional costs to be borne by the Client. While the Company will make every effort to maintain the original departure time, operational circumstances or crew duty limits may result in significant deviations from the originally confirmed departure time or even lead to flight cancellation.

6.3 Force Majeure

The Company reserves the right to cancel, divert, and if feasible, further postpone or delay the flight or any part thereof if it is impossible to carry out the flight for reasons beyond the Company's control. These reasons include, but are not limited to, acts of force majeure, weather conditions, operational restrictions, technical defects, strikes, uprisings, embargoes, wars, acts of hostility, or unrest and their direct or indirect consequences, whether actual, impending, or merely reported.

If it is not possible to land at the destination airport for the aforementioned reasons, the Charter Agreement is considered fulfilled at the moment the aircraft lands at an alternate airport. The Charter Agreement is also considered fulfilled if, for the aforementioned reasons, it is not possible to land the aircraft at the airport designated for the flight departure, and landing is carried out at an alternate airport from which the Client can be transported to the destination airport.

If the flight is cancelled or shortened for reasons specified in this paragraph, the total flight price will be appropriately reduced by the price of the segments or parts thereof that were cancelled. The proportionate part of the price by which the total flight price was reduced will be refunded to the Client within 7 working days from the execution of the flight. After the refund, the Company will primarily use the same payment method the Client used to pay the flight price.

6.4 Flight Cancellation and Denial of Carriage

6.4.1 Cancellation of Flight by the Company

The Company reserves the right to cancel the flight if:

- a) The Client has committed a serious breach of the conditions agreed upon in the Charter Agreement or these General Conditions of Carriage, or
- b) The Client or any passenger is listed on any sanction list of the Czech Republic, the European Union and the UN, or
- c) Conducting the flight would violate any provision of Council Regulation (EU) No 833/2014 on restrictive measures in view of Russia's actions destabilising the situation in Ukraine (hereinafter referred to as the "Regulation"), as amended by subsequent Council Regulations (EU) amending the Regulation.

In the event of flight cancellation according to this paragraph, the Company is entitled to charge the Client cancellation fees as specified in paragraph 5.4.

The aircraft commander is ultimately responsible for the execution of the flight and may cancel the flight for safety or technical reasons, or may decide to land at an airport other than the one confirmed in the Charter Agreement. In these cases, the Company bears no liability for any damage caused, see paragraph 6.3.

6.4.2 Denial of Carriage

a) The Company has the right to refuse the carriage of a passenger, baggage, or cargo if such carriage could endanger the safety of the aircraft or violate applicable laws and regulations. The Company also has the right to refuse the carriage of a passenger who refuses to undergo a security check or who significantly disrupts the transportation.

b) The Company reserves the right to refuse carriage of any passenger who

- has a contagious or infectious disease;
- has suffered a heart attack, stroke or pulmonary embolism in the last eight weeks prior to the scheduled flight;
- has undergone cardiac surgery within the last ten days before the scheduled flight;
- requires medical treatment with a device that is not permitted to be operated on board for specific reasons;
- has suffered a pneumothorax in the last three weeks prior to the scheduled flight.

Disabled persons and persons with reduced mobility:

- The Company may require a disabled person or a person with reduced mobility to be accompanied by another person who is able to provide the necessary assistance during the flight.
- If this is necessary to comply with safety requirements, or if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible, the Company has the right to refuse such carriage.

7. Empty Leg Flights

7.1 An Empty Leg Flight refers to a flight operated by the Company to reposition an aircraft after or before a primary charter flight, which would otherwise be performed without passengers. The Empty Leg conditions described in this article apply only to flights that are expressly designated as "Empty Leg" in the Charter Agreement. Empty Leg Flights are offered to Customers at reduced prices, subject to availability and the operation of the corresponding primary flight.

7.2 Customers acknowledge and agree that the performance, schedule, and routing of an Empty Leg Flight are not guaranteed and depend entirely on the operation of the related primary flight. The Company may cancel, reschedule, or alter the itinerary of an Empty Leg Flight at any time due to operational requirements, without any liability towards the Customer or Passengers, except for a full refund of all amounts paid for the affected flight.

7.3 The Company will use reasonable efforts to inform the Customer without delay if such a cancellation or change occurs.

7.4 In case the Customer cancels a confirmed Empty Leg Flight, the standard cancellation fees set out in these General Conditions of Carriage apply in full, unless the cancellation results from a change of schedule or routing made by the Company which the Customer has not accepted.

8. Travel and Transport Documents

8.1 When travelling within the European Union, all passengers must present a valid national ID card; for journeys to countries outside the EU, a valid passport and, if necessary, a valid visa must be presented. Passengers are solely responsible for meeting all requirements regarding the validity of personal or other documents required by all local authorities in the destinations visited.

8.2 If required by third parties (airport procedures, state authorities) for the execution of the flight, the Company is entitled to request from the Client upon the conclusion of the Charter Agreement and the Client is obliged to provide the Company with a passenger list including the following information: name, surname, travel document number, nationality, date and place of birth, sex, and travel document expiration date. For passengers under the age of 15, it is also necessary to provide the name of their accompanying person (parent or person designated based on the Parental Consent Form). The same applies to visa information, if required. In order to comply with the above requirements, the Company is entitled to request upon the conclusion of the Charter Agreement and the Client is obliged to provide clearly photographed or scanned copies of the passengers' travel documents. The Company undertakes to process this data and the copies of the travel documents solely for the purpose of carrying out the transportation and in accordance with applicable legal regulations, in particular Regulation (EU) 2016/679 (GDPR).

8.3 Upon boarding the aircraft, the Company's crew will request a travel document to verify the passengers' identity. If a passenger has more than one travel document, they must use the same document they presented during the flight and boarding so that the documents match.

8.4 Baggage

8.4.1 The Company will make every effort to transport the Client's baggage, provided it is permissible with regard to flight safety, aircraft capacity, and applicable regulations. In case of any doubts about the possibility of transporting baggage, the Client must inform the Company.

8.4.2 The weight limits for the transported baggage are listed in the Annex. The limits specified in the Annex are indicative; the decision on the placement of baggage on the aircraft is at the discretion of the aircraft captain. The transport of baggage that exceeds the specified limits must be expressly approved by the Company and stated in the Charter Agreement.

8.4.3 The Company will refuse to carry baggage whose transport is prohibited by laws or regulations, or that could endanger the safety of the aircraft or passengers. This provision particularly applies to weapons and other dangerous goods in accordance with the provisions of ICAO (<https://www.icao.int/safety/DangerousGoods>). The aircraft crew is authorised to inspect the contents of the baggage.

8.4.4 The Company does not transport animals unless expressly agreed in the Charter Agreement.

8.4.5 The passenger is solely responsible for meeting all the documentation requirements set by local authorities concerning the transported baggage and its contents, or the transported animals.

9. Liability

9.1 Liability of the Company

9.1.1 The liability of the Company in international air transport is governed by the Convention for the Unification of Certain Rules for International Carriage by Air dated 28 May 1999 (the Montreal Convention), and Regulation (EC) No 2027/97 of the European Parliament and of the Council, as amended by Regulation (EC) No 889/2002 of 13 May 2002, which is based on the Montreal Convention and applies to both international and domestic air transport.

9.1.2 The Company is liable up to the amount of the actual damage, but not exceeding the limit that restricts its liability. The Company is not liable for indirect or consequential damage or loss of profit.

9.1.3 Limitation of Liability:

- a) The Company is not liable for damage caused by third parties;
- b) The Company is not liable for damage and non-fulfilment of agreed conditions caused by:
 - (i) Force majeure;
 - (ii) Meteorological conditions;
 - (iii) Circumstances that directly or indirectly result from regulations or actions of authorities;

- (iv) Circumstances beyond the Company's control;
- c) The Company is not liable for damage and non-fulfilment of agreed conditions caused by the failure of the competent authorities to grant the necessary permits (e.g., "Required Preliminary Permit" or "Landing Permit", etc.);
- d) The Company will not satisfy claims that may arise from delays of passengers, baggage, or cargo, or due to landing at an alternate airport or departure from an alternate airport, except in cases where claims arise due to gross negligence or intent on the part of the Company;

9.2 Liability of the Client

9.2.1 The Client is responsible for compliance with the flight conditions, even if acting solely as an intermediary.

9.2.2 The passenger is obliged to properly assess their current health condition, especially with regard to heart defects, high blood pressure, dizziness, colds, and other indispositions, and in the case of pregnant women, their current health condition and the risk of transport concerning the stage of their pregnancy. The passenger bears all risks arising from transport in this regard. The captain of the aircraft shall be entitled to require written confirmation from the passenger or a person authorized to act on behalf of the passenger that he/she is medically fit for the flight prior to the commencement of the flight.

9.2.3 The Client is obliged to inform the Company at least 24 hours before the scheduled departure of any allergies of the passengers.

9.2.4 In the event of passenger injuries, the Client is obliged to inform the Company immediately, and at the latest immediately after the end of the flight.

These General Conditions of Carriage come into force and effect on 10 October 2025.

Annex: The weight limits for the transported baggage

Phenom 300/300E

Number of pax	Catering	Maximum hand-luggage* per pax	Maximum hand-luggage weight per pax	Maximum pieces of hold luggage	Maximum hold luggage weight per pax	Total luggage weight per pax
1	Full	6x onboard	36kg	8	120kg	156kg
2	Full	3x onboard	18kg	8	60kg	78kg
3	Full	2x onboard	12kg	8	40kg	52kg
4	Full	1,5 onboard	9kg	8	30kg	39kg
5	Full	** 1x onboard / hold	6kg	8	14kg	20kg
6	Full	** 1x onboard / hold	6kg	8	14kg	20kg
7	Snacks and drinks	** 1x onboard / hold	6kg	7	14kg	20kg

* hand-luggage - handbag, workbag, backpack. Hand-luggage suitcase is defined as luggage that belongs to a hold

** Be careful, this will be comfort limiting. Captains decision

From sales point of view, infant counts as a 1 pax, so we count 1 occupied seat for the infant

Praetor 600

Number of pax	Catering	Maximum hand-luggage* per pax	Maximum hand-luggage weight per pax	Maximum pieces of hold luggage	Maximum hold luggage weight per pax	Total luggage weight per pax
1	Full	9x	54kg	9	300kg	354kg
2	Full	4x	24kg	9	150kg	174kg
3	Full	3x	18kg	9	100kg	118kg
4	Full	2x	12kg	9	75kg	87kg
5	Full	1x	6kg	9	60kg	66kg
6	Full	1x	6kg	9	50kg	56kg
7	Full	** 1x onboard / hold	6kg	9	40kg	46kg
8	Full	** 1x onboard / hold	6kg	9	35kg	41kg
9	Full	** 1x onboard / hold	6kg	9	30kg	36kg

* hand-luggage - handbag, workbag, backpack. Hand-luggage suitcase is defined as luggage that belongs to a hold

** Be careful, this will be comfort limiting. Captains decision

From sales point of view, infant counts as a 1 pax, so we count 1 occupied seat for the infant