

SCHEDULE 5 – HELICOPTER PASSENGER TICKET TERMS AND CONDITIONS

IMPORTANT NOTICE

THESE ARE THE TERMS AND CONDITIONS THAT APPLY TO THE CONTRACT OF CARRIAGE (HEREINAFTER "CONDITIONS") BETWEEN YOU AS THE PASSENGER AND AVIATION SPECIALTIES UNLIMITED, Inc., C110431, an Idaho USA corporation having its registered office at 4632 Aeronca Street Boise, ID 83705 USA (HEREINAFTER "CARRIER") WITH RESPECT TO THE CARRIAGE.

THE LIABILITY OF CARRIER TOWARDS PASSENGER IS LIMITED BY OPERATION OF LAW AND BY OPERATION OF THESE TERMS AND CONDITIONS. SECTIONS 7, 8, 9, 10 AND 13 OF THESE TERMS AND CONDITIONS CONTAIN CERTAIN LIMITATIONS OF THE CARRIER'S AND THIRD PARTIES' LIABILITY, INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. TRAVEL INSURANCE IS RECOMMENDED.

THE RIGHTS, EXCLUSIONS AND LIMITATIONS OF LIABILITY AS WELL AS THE DEFENCES OR IMMUNITIES OF THE CARRIER SET FORTH IN THESE TERMS AND CONDITIONS, SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF IT AND ITS RELATED BODIES CORPORATE, PERMITTED ASSIGNS, AFFILIATES, SHAREHOLDERS, SUBCONTRACTORS AND AGENTS AND EACH OF THEIR OFFICERS AND EMPLOYEES.

YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION.

THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

CONDITIONS APPLICABLE TO THESE CONDITIONS

1. DEFINITIONS:

"Aircraft" means any aircraft, including but not limited to a helicopter, for the time being operated in connection with a flight.

"Applicable Laws" means all applicable laws, regulations, rules, orders, ordinances, treaties, Conventions, judgments, decrees, injunctions, writs of any court, arbitrator or Government Entity (including authorisations, licences, permits, consents and approvals issued by a Government Entity or the Aviation Authority) that apply to the Carriage.

"Aviation Authority" means any regulatory or Government Entity that has authority over the Aircraft.

"Baggage" means personal property accompanying the Passenger on their trip.

"Carrier" means AVIATION SPECIALTIES UNLIMITED, Inc., C110431, an Idaho, USA corporation having its registered office at 4632 Aeronca Street Boise, ID 83705 USA

"Carriage" means carriage by air whether gratuitously or for reward.

"Conditions" means these Helicopter Passenger Ticket Terms and Conditions.

"Conventions" means whichever of the following applies:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929 (the "Warsaw Convention");
- The Warsaw Convention as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955;
- The Warsaw Convention as amended at The Hague and by Additional Protocol No 1, 2, or 4 of Montreal (1975);

- the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28 May 1999 (the "Montreal Convention");
- the Guadalajara Supplementary Convention (1961); and
- any other applicable protocols or conventions.

"Dangerous Goods" means any goods of a dangerous, volatile, explosive or hazardous nature whether the Passenger is aware of the dangerous or hazardous nature of the goods or not, and includes, without limitation, goods forbidden, limited or restricted from time to time by Applicable Laws.

"Force Majeure Event" means the occurrence of an event that is beyond the reasonable control of the party affected by the event, and includes a material change to Applicable Laws, an Act of God, strikes, lockouts and other industrial disturbances, war (declared or undeclared), sabotage, terrorism, blockade, revolution, riots, insurrections, civil disturbances, epidemics, cyclones, tidal waves, landslides, lightning, earthquakes, floods, storm, fire, explosions, embargoes, cancellation of contract of carriage by a charterer, failure by third parties to provide goods and services and an inability to obtain or delay in obtaining Government Entity approvals, permits or authorisations (provided that the party affected is not in default of its obligations or the requirements in respect of such approvals, permits or authorisations).

"Government Entity" means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

"Passenger" means every person travelling under these Conditions, including their heirs and successors. The term "Passenger" shall include the plural and the use of the masculine shall include the feminine.

"Valuables" includes but is not limited to jewellery, money, bullion, precious metals or stones, other objects of a rare or precious nature, bonds, securities, negotiable and financial instruments and /or tickets.

2. BOOKING AND PAYMENT FOR CARRIAGE

The Passenger will make a booking directly with PEC Operations Limited acting as agent for the Carrier.

3. NON-TRANSFERABILITY / BINDING EFFECT

These Conditions are valid only for Passenger or Passengers named on the booking for Carriage. It may not be sold or transferred. These Conditions are binding on, and confer benefits to, the Passengers as well as the respective heirs, successors and assigns of the said Passenger. For the purposes of these Conditions, the successors and assigns of the Passenger shall be construed as also including any insurers, re-insurers or any other person who has been subrogated into or assigned the rights of any of the Passenger. Passenger represents and warrants that she/he is duly authorized by and on behalf of all Passengers (including minor children) named on the booking for Carriage to agree to and to bind all such Passengers to these Conditions.

4. EMBARKATION

Passenger is required to be ready to board the Aircraft at least one hour before the initial scheduled departure time for Carriage. At the time of embarkation Passenger is responsible for having received all medical inoculations necessary for Carriage and having in his/her possession these Conditions, valid passport, visas, medical card and other documents, medicines and medical equipment necessary for Carriage. Carrier shall have no liability to Passenger whatsoever if Passenger is not on board the Aircraft in time for the Aircraft to prepare for departure.

5. REFUSAL OF CARRIAGE

Carrier may refuse any Passenger or goods or Baggage to be carried for the Carriage.

Carrier may refuse Carriage of any Passenger or goods or Baggage if, in its absolute discretion, it believes that the following circumstances have occurred or the Carrier reasonably believes will occur:

- a. the Passenger does not appear to have all necessary documents or has not checked in on time;
- b. the Passenger appears to be under the influence of alcohol or drugs;
- c. the Passenger fails to comply with these Conditions or any Applicable Laws or if carrying the Passenger will breach a law or order of a country to which the Passenger is travelling or departing from;

- d. if the Carriage of the Passenger or Baggage may put the safety of the Aircraft or the safety or health of any person in the Aircraft in danger or at risk;
- e. if the Passenger acts in an aggressive manner towards another passenger, ground staff or a member of the crew of the Aircraft or makes a threat;
- f. the Passenger fails to obey the instructions of ground staff or a member of the crew of the Aircraft relating to safety or security;
- g. if the Passenger refuses to allow a security check to be carried out on the Passenger and on the Passenger's Baggage;
- h. if the Passenger requires special assistance, reasonable notice of this assistance was not given to the Carrier prior to Carriage; or
- i. the Passenger has lost, stolen or unlawfully acquired their ticket for Carriage.

6. BAGGAGE, VALUABLES, DANGEROUS GOODS AND OTHER POSSESSIONS

Baggage is subject to size and weight limits. The Carrier will not be liable for loss, damage to or delay in the delivery of delicate, brittle, fragile or perishable items, commercial goods or business documents, money, Valuables, precious metals, electronic equipment, camera or travel documents which are included in the Passenger's Baggage whether with or without the Carrier's knowledge.

The Passenger must not include in his/her Baggage or otherwise try to bring on board the following prohibited items or Dangerous Goods, including but not limited to:

- Firearms or weapons of any type;
- Ammunition, gunpowder, mace, tear gas or pepper sprays;
- Lithium batteries (with power greater than 160Wh);
- Camping fuel containers/camping gear containing fuel;
- Machines and tools with petrol-powered engines;
- Corrosives such as acids, alkalis and mercury, wet cell batteries, drain cleaners and solvents;
- Poisons;
- Gases;
- Oxidizing materials, organic peroxides or toxic substances;
- Flammable liquids and solids;
- Dry ice – carbon dioxide;
- Radioactive materials;
- Fireworks, signal flares, sparklers or explosives;
- Spray cans, butane fuel, scuba tanks, propane tanks, CO2 cartridges;
- Fuel, paints, lighter refills, matches;
- Self-inflating life vests;
- Infectious substances;
- Security attaché cases incorporating explosives and dye cartridges (unless prior approval gained from the Carrier);
- Live animals;
- items which are likely to endanger the Aircraft or persons or property on board the Aircraft, or that may become dangerous;
- items which are prohibited by any Applicable Laws from being carried on any Aircraft;
- items that the Carrier reasonably determines are unsuitable for Carriage because they are dangerous or unsafe or due to the weight, size or character of an item (e.g. fragile or perishable items); and
- Dangerous Goods listed in the International Civil Aviation Organisation's Technical Instructions for the Safe Transport of Dangerous Goods by Air or the Dangerous Goods Regulations of the International Air Transport Association, that have not been approved by the Carrier in advance of Carriage and appropriately packaged and labelled by the Passenger in accordance with applicable regulations.

If a Passenger is in doubt about any item that he/she proposes to carry and whether it constitutes Dangerous Goods or a prohibited item, the Passenger must contact the Carrier in advance of the Carriage to seek clarification on whether the item is prohibited or a Dangerous Good.

The Carrier reserves the right to determine what items are unsuitable for Carriage.

The Carrier reserves the right to deal with prohibited items and/or Dangerous Goods in any manner it considers appropriate, which includes destroying, disposing of or retaining the item as evidence.

The Carrier, government or airport officers or their representatives may require a Passenger to submit to clothing or body searches, or require a Baggage search or inspection to be done with or without the Passenger. Refusal of a Passenger to submit to a search may result in refusal to carry the Passenger.

7. LIABILITY LIMITATIONS

Except as otherwise provided by these Conditions and to the maximum extent permitted by Applicable Laws or by Conventions that cannot be excluded, the Carrier's liability is excluded or if it cannot be excluded is reduced to the maximum extent permitted by law for any costs, expenses, losses or damage whatsoever that may arise in any way in connection with the Carriage whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

If a Passenger's Carriage involves carriage to which a Convention applies, the Carrier's liability may be limited for bodily injury, death, loss or damage to baggage and delay.

8. CONSUMER LAW

The Passenger may have certain rights under local Consumer Law, such as consumer guarantees. Where the provisions of local consumer law apply, the relevant local consumer law will prevail over any terms and conditions that are inconsistent with or otherwise would be a breach of such local consumer law, but only to the extent of any inconsistency.

To the extent permitted by law the Carrier limits its liability to, at the Carrier's option either supplying of the services again, or the payment of the cost of having the services supplied again.

Any warranty or term, whether express or implied, statutory or otherwise (including but not limited to any warranty that services will be rendered with reasonable care and skill) is excluded, to the extent permitted by law, including but not limited to in respect of liability for death or personal injury.

To the maximum extent permitted by law:

- a. the Carrier shall under no circumstances whatsoever be liable to the Passenger, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions or any terms and conditions ancillary or incidental to these Conditions; and
- b. the Carrier's total liability to the Passenger in respect of all other losses arising under or in connection with these Conditions or any terms and conditions ancillary or incidental to these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of monies paid by the Passenger to the Carrier under these Conditions or any terms and conditions ancillary or incidental to these Conditions.

9. TIME LIMITATIONS ON CLAIMS AND ACTIONS

The Passenger's right to claim damages is extinguished if an action is not brought by the Passenger within 2 years after:

- a. date of arrival of the Aircraft at the destination, or
- b. the date on which the Aircraft ought to have arrived at the destination, or
- c. the date on which the Carriage stopped.

10. INDEMNITY

The Passenger shall indemnify the Carrier for any losses, legal costs and other expenses incurred by the Carrier (including any fines or penalties imposed on the Carrier) due to the Passenger's failure to comply with these Conditions and/or the Applicable Laws.

Without limiting the paragraph above, the Passenger shall indemnify the Carrier and hold the Carrier harmless for any loss, claim or damage suffered by the Carrier or third parties caused by the Carriage of prohibited items or Dangerous Goods referred to in clause 6.

11. CARRIAGE

Carrier will make every reasonable effort to undertake the Carriage. If the performance of the proposed Carriage is hindered or prevented (or in the opinion of Carrier is likely to be hindered or prevented) by a Force Majeure Event including war (whether declared or not), hostilities, terrorist action or threat thereof, blockade, weather conditions, labour conflicts, mechanical issues of the Aircraft, or any other cause whatsoever or if Carrier considers that for any reason whatsoever, Carriage may expose the Aircraft to risk of loss or damage or the safe operation of the Aircraft is at risk, Carrier may cancel the Carriage and may refund Passenger on the ticket or the person or charterer who has paid for the ticket upon presentation of satisfactory proof money or fares paid in advance.

12. HEALTH AND SECURITY / INDEMNIFICATION BY PASSENGER

Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that she/he will at all times comply with Aircraft's rules and regulations and orders and directions of the Aircraft's officers and staff; that his/her conduct will not impair the safety of the Aircraft or inconvenience other passengers.

It is the Passenger's responsibility to find out about and obtain any inoculations that are required for the countries they are visiting, and to find out about any potential dangers to their health and safety at their destination and any stopovers.

If the Passenger is suffering from any illness, disease or other condition which may make it unsafe for him/her or other Passengers if he/she travels, the Passenger must inform the Carrier prior to Carriage, and if the Carrier, acting reasonably, considers it may not be safe for him/her or other Passengers if the Passenger travels, then the Carrier may refuse to carry the Passenger.

Deep vein thrombosis (DVT):- Prolonged immobility may be a risk factor in the formation of clots in the legs, known as DVT, according to some studies. If the Passenger feels they may be at risk from DVT or other health problems, he/she must consult with their doctor before travelling.

Pregnancy:- The Carrier does not represent that travel is safe for a Passenger at any particular point during pregnancy. The Passenger must seek advice from their own medical practitioner prior to the Carriage as to whether it is safe for them to fly and whether they require medical clearance due to the nature of their pregnancy and the length of the Carriage.

Special Assistance:- If the Passenger requires special assistance due to the Passenger having limited mobility, for example, or there is another reason why the Passenger requires special assistance, they must notify the Carrier in advance of date of travel to discuss the arrangements that may be required.

It is the Passenger's responsibility to find out from relevant embassies or consulates whether or not a passport, visa or other travel documents are needed for Carriage. If the Carrier provides any assistance to a Passenger in this regard, it does not release the Passenger from his/her responsibility to make enquiries of applicable authorities. Passenger shall indemnify Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon Carrier or the Aircraft by virtue of any act or violation of law by Passenger.

13. NO LIABILITY FOR MEDICAL TREATMENT

No staff doctors or nurses are employed by Carrier on the Aircraft. If Passenger requires medical attention during the Carriage, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. Carrier shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by Carrier, if Passenger is unable to request or authorize medical treatment and, in the opinion of the Aircraft's pilot, medical attention is necessary, solely at the expense of Passenger and without liability to Carrier. As there are risks involved in travel and the Carrier's liability to the Passenger is limited, the Passenger may choose to purchase travel insurance to suit his/her needs.

14. PAYMENT BY PASSENGER AND EXTRA EXPENSES

Any and all payments by Passenger to Carrier shall be made in Euro currency or such other currency acceptable to Carrier.

15. CHOICE OF LAW

The law governing all aspects of these terms and conditions is stipulated and agreed to be the law of Malta.

16. CHOICE OF FORUM

The parties submit to the non-exclusive jurisdiction of the courts of Malta and any courts competent to hear appeals from those courts.

17. SEVERABILITY

Should any provisions of these Conditions be contrary to or invalid by virtue of the laws of Malta or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from these Conditions and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of these Conditions are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.

18. WRITTEN NOTICES

Except as otherwise expressly provided in these Conditions, all written notices required by these Conditions must be mailed, postage prepaid to:

Office No 3
Victoria Mansions Block 3
Pjazza Toni Bajada
Naxxar
Malta|NXR2592

19. ENTIRE AGREEMENT

These Conditions represent the entire agreement and a binding contract between Passenger and Carrier.