

MALTA AIRCRAFT LEASING LIMITED

Standard Terms and Conditions

1. APPLICATION AND DEFINITIONS

1.1 Application

All services of the Company, whether gratuitous or not, are subject to the provisions of these Terms and Conditions.

1.2 Definitions

In these terms and conditions:

- i. The term 'Company' shall mean Malta Aircraft Leasing Limited;
- ii. The term 'Client' shall mean any person with whom the Company undertakes any business or requests a service and any person or body of persons having any rights or obligations under any contract whatsoever and howsoever concluded with the Company or as a result of his activity in connection with such services;
- iii. The term 'In writing / written' shall mean and include inter alia any telegram, telex, facsimile, e-mail, handwriting or any recording by electronic means.
- iv. The term 'Person' shall mean and include any persons or any body or bodies corporate;
- v. The term 'Services' shall include but shall not be limited to, leasing of an aircraft with a crew/pilot, leasing of an aircraft without a crew/pilot, facilitating of a sightseeing flight, facilitating of a private flight with cost sharing, flight training and all other services related to the use of aircraft owned by the Company.
- vi. Except where the context otherwise requires, words denoting the singular include the plural and the masculine include the feminine and vice versa.

2. UNDERTAKINGS

- 2.1 The Company undertakes to ensure that an appropriately qualified crew or pilot will operate respectively a sightseeing flight or private flight with cost sharing.
- 2.2 The Company also undertakes to make available a fully serviceable aircraft that is certified and maintained in accordance with the rigorous standards and procedures of the US Federal Aviation Administration (FAA) and or European Aviation and Safety Agency (EASA) as applicable.
- 2.3 If facilitating a sightseeing flight the Company undertakes to ensure that it is conducted in accordance with the appropriate commercial air transport rules.
- 2.4 A tariff for the leasing of aircraft for such sightseeing flights shall be made available to the Client upon request.
- 2.5 If facilitating a private flight with cost sharing the Company undertakes to ensure that the pilot using the Company aircraft is required to:

- (i) Be appropriately trained to undertake a private flight on the aircraft, him having obtained and maintained a suitable qualification for such purpose and having received the appropriate permissions and authorisations to allow him to safely conduct such a flight;
- (ii) Inspect the aircraft and to conduct pre-flight checking of the aircraft, its equipment and accessories prior to take-off to the extent that he is fully satisfied as to the airworthiness and the correct functioning of the aircraft's equipment and accessories and to obtain and inspect all applicable Notices to Airmen, all weather records and forecasts immediately before take-off and not to fly the aircraft if it is not airworthy or if conditions along the proposed route are forecast to be below minimum conditions as set out by Visual Flight Rules;
- (iii) Use the aircraft strictly for normal operations and in particular not to use it for any form whatsoever of aerobatic flight or to discharge any materials of whatever nature from the aircraft;
- (iv) Observe all Local and International air traffic regulations;
- (v) Fly only during daylight hours and only in Visual Flight Rules weather, unless authorized to do otherwise in writing by the Company;
- (vi) Not to allow any other unauthorized person to fly the aircraft;
- (vii) Land at established airports only unless circumstances call for precautionary or emergency measures;
- (viii) Not to tamper with, or attempt to modify or repair any part of the aircraft or its equipment and / or accessories.

2.6 A tariff for the leasing of aircraft for such private flights with cost sharing arrangements shall be made available to the Client upon request.

2.7 The Client acknowledges that whilst the Company is obliged to provide for all of the above mentioned safeguards, flying in general aviation aircraft does have some inherent and unalienable risks. The Client therefore declares that he has full knowledge of the possibility of loss, injury or death and voluntarily assumes the same. But for proven wilful misconduct or negligence by the Company, he hereby waives and renounces to all rights of whatever kind that he may have to claim, sue, or recover from the Company, its officers and agents and sub-contractors and representatives and employees.

2.8 The Client further agrees to indemnify and hold harmless from any such claims or actions the Company, its officers and agents and sub-contractors and representatives and employees.

3. JURISDICTION AND FORUM

3.1 These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be governed by Maltese Law. The Company and Client agree to attempt in good faith to resolve promptly through negotiations any claim or dispute arising, failing which any party may request that a good faith attempt be made to resolve the claim or dispute by participating in an Alternative Dispute Resolution ('ADR') procedure. If the dispute or claim has not been resolved within sixty (60) days of a request being made for reference to ADR, then legal proceedings may be commenced by any party in respect of the matter.