

These GTC are binding for all flight support services provided by ABS Jets' Operations Control Centre.

REPRESENTATIONS & DECLARATIONS

1. ABS Jets provides flight support services for all domestic and/or international flights ("Services");
2. ABS Jets holds all necessary licenses and permissions, software solutions and qualified personnel to provide the above-mentioned Services

SCOPE OF SERVICES

1. ABS Jets provides their Clients with the Services as follows:
 - a. Flight analysis
 - b. Airports check, Fuel stop selection
 - c. ETOPS flight planning, ETP calculations
 - d. Full flight planning and flight following
 - e. Computerized flights plans
 - f. ATC flight plan filling and coordination
 - g. Weather and NOTAM packages
 - h. Weight and Balance Calculation
 - i. Trip briefing with all necessary contacts and information
 - j. ATC slot observation: re-routing, improvement, coordination with Eurocontrol helpdesk
 - k. ACARS communication
 - l. Over-flight and landing permissions en-route
 - m. Complete ground handling arrangements
 - n. Hotel arrangements
 - o. Customs and immigration procedures assistance including APIS
 - p. Airport slot coordination
 - q. Refuelling arrangements
 - r. Catering arrangements
 - s. Security service arrangements.

REQUEST OF SERVICES

1. The application for the Services shall be forwarded to ABS Jet by means of SITA, E-mail or Fax, WhatsApp, Skype or SMS.
2. ABS Jets undertakes to be flexible to the Client's changes and shall immediately deal with the Client's inputs.
3. ABS Jets shall arrange 24hours/7days operational communication.

DELIVERY OF SERVICES

1. Client's Crews can either access the flight briefing on the web site www.crewbriefing.com or receive all nav documentations with all other documents on request by Email or fax.
2. The standard completion and delivery time of Flight Package is 3H before ETD (Estimated Time of Departure). Should the delivery time be requested differently the Client must notify such a request to ABS Jets in advance.
3. If a flight is requested by Client with late notice (less than 3H before ETD) ABS Jets shall make every effort to deliver the Flight Package in the best practicable time frame. Nevertheless, in such case, ABS Jets is not responsible and liable for late delivery of the Flight Package, nor for late obtaining of permits or slots nor for all damages arising in connection with that.

PRICE AND PAYMENT CONDITIONS

1. The price for Services rendered by ABS Jets is set up in the valid Price list.
2. The Services shall be settled by bank transfer only.
3. Payment by credit card shall be accepted.
4. ABS Jets shall be, at its own discretion, entitled to ask for pre-payment and/or deposit.
5. ABS Jets shall issue the invoice for provided Services.
6. Issued invoices shall be sent by Email and/or by post to an invoicing address given by the Client.
7. All invoices /tax documents shall comply with the applicable Czech accounting and tax regulations.
8. The invoices shall be due and payable within 14 days of the date of issuing of the invoice.
9. The Client is obliged to pay the invoices within the agreed maturity period to ABS Jets account.
10. The date of payment shall be the date on which the invoiced amount is credited to ABS Jets account.
11. Complaints concerning invoices shall be submitted in writing within 10 days following receipt of the invoice and addressed to ABS Jets E-mail: michal.salanda@absjets.com and occ@absjets.com otherwise they shall not be taken into consideration.

12. In case of justified and reasonable Client's questions or complaints related to the items invoiced by the suppliers/3rd parties ABS Jets reserves the right for a period it took to receive relevant answers from related third party.
13. If the invoice/tax document does not meet the statutory formal requirements or comprises incorrect or inaccurate information the Client is entitled to return such invoice for completion or correction. In such case the Client is not in delay with the payment of the invoice and ABS Jets is obliged to issue a new invoice with a new maturity date. The corrected or completed invoice shall be sent to the Client again and the time until such duly and correctly issued invoice is received shall not be included into the original maturity period and ABS Jets may not apply any sanctions against the Client.
14. All payments made by any 3rd party on behalf of the Client and/or the Client benefit shall be fully accepted by ABS Jets as if they have been done by the Client.
15. All banking charges arising from and related to the transfer of money shall be borne by the Client.
16. If the Client is in delay with the payment of the invoice the late payment interest in the amount of 0,05% of the due amount for each day of delay shall be applied and ABS Jets is entitled to withhold fulfilment of its obligations and to suspend Services until all payments/debts are fully paid.
17. Repeated failure to observe the maturity date shall be the reason for immediate termination of provided Services.

RIGHTS AND RESPONSIBILITIES

1. The Client is obliged to comply with these GTC and regulations issued by the separate countries where operating.
2. The Client is obliged to submit ABS Jets on ABS Jets request and as soon as possible copies of all required documents (i.e. aircraft certificates, passengers' data, ...) that are necessary to fulfil all legal, customs, operational and visa obligations related to the flights.
3. ABS Jets is entitled to refuse to perform any Services for any flights that (i) are in direct or indirect contrary or violation of law, tax, legal, customs or operational regulations (ii) would jeopardize ABS Jets' reputation, (iii) could put ABS Jets' name in danger or for any flights that are not considered satisfactory with the respect to their legislation adherence.

CONFIDENTIAL INFORMATION, DATA PROTECTION

1. ABS Jets shall keep all Client's data and information which is provided, whether in oral or documentary form, materials and information developed, as confidential.
2. Nevertheless, the Client is itself required to abide by its responsibility to maintain the secrecy and confidentiality of information, take all necessary measures for the purpose of preventing the leak of information to 3rd parties, to not share information with any 3rd party and prevent any 3rd party from gaining such information.
3. Confidential Information does not include information that (i) the recipient of the Confidential Information already knew, (ii) becomes public through no fault of the recipient, (iii) was independently developed by the recipient or (iv) was rightfully given to the recipient by another 3rd party.
4. The Services are provided in compliance with relevant regulation on data privacy and protection, in particular with European General Data Protection Regulation (GDPR).
5. ABS Jets shall follow industry standard systems and procedure to ensure the security and confidentiality of the Client's data.
6. The Services require the exchange of information from the Client to the 3rd party, and from the 3rd party to the Client, to perform certain functions. The Client explicitly approves the transmission and reception of information from and to the Services, and accepts responsibility for the security and for the integrity of the data being transferred. The Customer explicitly waives ABS Jets of any and all responsibility arising from the transmission and/or the reception of data by use of the Services.

INTELLECTUAL PROPERTY RIGHTS

1. The Services contain information as names, aircraft and flight details. The Client owns all Intellectual Property Rights on Client's Data and ABS Jets owns all Intellectual Property Rights related to the Services, incl. airport information, maps, weather data, etc.

FINAL PROVISIONS

1. These GTC and the rights and obligations resulting from its execution or in connection therewith shall be governed by the laws of the Czech Republic.
2. All disputes and vagueness shall be solved predominantly by an amicable settlement. In the case such amicable settlement is unable to reach, the disputes shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, in accordance with the Rules by three (3) arbitrators.
3. These GTC are created only in the English language and are available on the web site <http://www.absjets.com/en/documents/general-terms-and-conditions> or in their written form by requesting them from the OCC of ABS Jets.
4. ABS Jets is entitled to change or alter the GTC on its own. If the Client enters into a valid contractual relationship, these changes will be presented to them in advance. If the Client doesn't agree with changes, they have the right to terminate the contract with a 3-month notification period.