

TERMS AND CONDITIONS



1. Applicability

1.1. The following terms and Conditions ("T&C") apply to the aviation services (the "services") rendered by Sky Style, a division of Stil d.o.o., Stjepana Radića 49, Cavtat, 20210, Croatia ("Sky Style") to various aircraft and/or owners and/or operators and/or managers and/or Captains and/or pilot in command or other person in charge of a aircraft (the "Clients"), unless that it has been agreed otherwise by the parties in writing;

2. Services

2.1. Sky Style shall act exclusively as an agent of the Clients. The Services rendered by Sky Style are rendered subject to these T&C and are limited to the mediation for provision of certain products/goods, such as supplies, spare parts, stores, victuals ect., and performance of service, such as arranging for customs/airport formalities ect., specifically requested by the Clients. All orders to be made by Sky Style for the supply of goods and/or render of services to the Clients shall be made exclusively for and on the behalf of the Clients to which the said goods and/or services relate. Sky Style shall not be directly liable to pay any debts due to suppliers nor are they responsible for the negligence or default of such suppliers.

2.2. Sky Style is authorized to delegate sub-agents and sub-contractors to perform the Services on behalf of the Clients but cannot be held liable for any breach of contract or negligence by a sub-agent even if appointed by Sky Style.

2.3. If in the scope of Services, Sky Style mediates for the provision of any products/goods ect. to the Clients, Sky Style assumes no liability as to the quality or fitness for the purpose of the products/goods supplied to the Clients. If in the scope of Services, Sky Style mediates for the supply of fuel to the Clients, the terms and conditions set by the seller/physical supplier shall apply thereof. The terms of the Physical Supplier are available upon request, failure to request the terms & conditions of the physical supplier shall be taken as confirmation by the Client that is aware of and accepts the terms & conditions of the physical supplier.

2.4. It is the duty of the Clients to provide properly and timely all necessary instructions and relevant information to enable Sky Style to carry out the Services in a proper way. Any person/entity giving instructions/information to Sky Style on behalf of the Clients, either in writing or verbally, warrants that he/it so authorised. The Clients undertake to give only such instructions as are in conformity with the laws, regulations and rules in force at the place where the Services are rendered. Sky Style shall not be bound to follow instructions that are not legal. In the case that adequate information or instruction is missing, and where there is no time to obtain further instructions, the Clients must accept the acts and measures Sky Style deem necessary to take for the proper performance of the Services.

3. Payment Terms

3.1. The Clients shall be liable to pay any and all amounts due to Sky Style as per the relevant invoices, timely and without any deduction, withholding, or set-off. The invoices shall be either sent via email to the email address designated by the Clients, with acknowledgment receipt, or delivered to the Captain and/or pilot in command. Unless any objection is promptly raised in writing within the day of receipt of any invoice, the content thereof (including, but not limited to, the amount charged), shall be considered as fully and unconditional accepted.

3.2. Unless otherwise agreed, any invoice is payable upon completion of service prior to aircraft departure. Payment should be made in cash, or by credit/debit card. If agreed prior to the date of service and/or date of intended operation, any invoice is payable from the date of receipt. via bank transfer to the following bank account:

HOLDER: STIL D.O.O.
BANK: Privredna Bank Zagreb
ADDRESS: Dr. Ante Starčevića 24, 20000, Dubrovnik, Croatia
IBAN: HR79 2340 0091 1106 9837 4
SWIFT: PBZGHR2X
CURRENCY: Kuna/Euro

3.3. Sky Style reserves the right to charge interest 5% per year on invoices outstanding more than the day of the date of receipt.

3.4. Any special billing requirements (multiple invoices to third parties ect.) have to be addressed to Sky Style timely and in any case prior to the issuance of any invoice. It is in the discretion of Sky Style to accommodate such requests.

4. Liability

4.1. Sky Style shall not be liable to the Clients for any indirect or consequential damage including but not limited to any loss of profit or other economic losses caused by breach of duty or negligence on its part except loss which is directly caused by this breach. Sky Style shall not be liable to the Clients for any failure to perform or delay in performing the Services to the extent that this failure or delay is caused by circumstance beyond Sky Style's reasonable control.

4.2. Sky Style utilizing a third party in accordance with the terms hereof to provide all of the airside handling Services hereunder, Sky Style shall ensure that such third party carries its own insurance, in each case, that complies with General Liability Insurance (including Products and Completed Operations Liability coverage) with a limit of no less than one million five hundred thousand United States Dollars \$1,500,000 for the Dubrovnik and Brač Airport, a limit of no less than one million Euro 1,000,000 € for the Pula Airport, and limit of no less than one million United States dollars \$1,000,000 for the Zadar or Rijeka Airport for each occurrence and any other insurance that Handling Company is required to maintain by law.

5. Confidentiality

5.1. All information, identified as confidential by Sky Style or the Clients, shall be kept strictly private and confidential, except if it is required by law or by any competent Court such information to be disclosed.

6. Law & Jurisdiction

6.1. The contract of agency and/or the Services rendered by Sky Style and/or the content of any invoice issued, are governed by and construed in accordance with Croatian law and any dispute arising out of or in connection therewith shall be referred to the competent courts of the legal seat of Sky Style, a division of Stil d.o.o. The submission to this jurisdiction shall not limit the right of Sky Style to bring any legal action or proceedings in any other jurisdiction.

7. Miscellaneous

7.1. Failure by Sky Style to exercise or delay in exercising any right or remedy under these T&C shall not constitute a waiver of its rights or remedies. The rights and remedies provided herein do not exclude any rights and remedies provided by law;

7.2. In the event that any term or provision of these T&C is rendered or declared illegal, invalid or unenforceable in whole or in part, then the validity of all provisions shall not be affected.