



Shipspry LLC
 15020 N Hayden Road #205
 Scottsdale, AZ 85260
 UNITED STATES
 Phone: 602-805-1944
 Fax: 480-747-9678

solutions@shipspry.com

Between

SHIPSPRY LLC 15020 N Hayden Road Suite 205 Scottsdale, AZ 85260 United States of America ("SHIPSPRY")	
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SHIPSPRY shall make available to the Charterer the Aircraft as specified in the Schedule below and the Charterer shall take the Aircraft on charter from SHIPSPRY upon the terms and conditions set out in the Schedule below and subject to the terms and conditions set out in the General Conditions attached to and forming part of this Agreement.

THE SCHEDULE:

Aircraft type:
Gross payload:

Departure date/time (utc)	From	To	Arrival date/time (utc)

SUBJECT TO SLOTS, TRAFFIC RIGHTS AND AIRCRAFT PARKING

Charter Price USD : SAMPLE The Charter Price includes all normal operational costs, but excludes royalties and non-objection fees, ramp transfer charges, pallet bypass fees, other ramp handling charges, cargo handling charges, warehouse 512b charges, terminal handling charges and any other charges (including but not limited to cargo taxes and any other fees as provided in the Carrier's General Conditions of Carriage and/or any applicable Tariffs). The Charter Price also excludes the cost of any special or additional equipment (for example, additional main deck loaders or higher capacity forklift trucks) or fixtures or any other equipment needed for on or off loading due to large, bulky, heavy or unexpected cargo.

In particular, the Charter Price also excludes:

a) Security charges levied by airport authorities or any other security fees; **b)** Storage fees at the site of departure or arrival; **c)** Charges for certificates, customs and cargo documentation or inspection charges which are caused by the carriage of the Cargo; **d)** De-icing charges including those incurred on any positioning, de-positioning or ferry leg; **e)** Any war risk and allied perils insurance premium surcharge or any similar or other insurance premium surcharge required from time to time; **f)** any increase in costs that are passed to SHIPSPRY by the Carrier as costs incurred, for matters including but not limited to changes in currency exchange rates, any departure from the Schedule caused by lack or invalidity of any licences or permits, increased fuel or ground handling costs g) Stamp duty if applicable. In the event that any of the above applies, the Charterer shall pay the same to SHIPSPRY within 7 days of receipt of SHIPSPRY's invoice in respect thereof.

<p>Payment Terms: Payment of the Charter Price and all other payments are to be made directly by telegraphic transfer in the specified currency to the appropriate currency account below:</p> <p>SHIPSPRY LLC at Bank of America 100 W. 33rd Street, New York, NY 10001 USA ABA : 122101706 Swift : BOFAUS3N USD Account Number : 457045959507 and received no later than:</p> <p>Balance due by:</p>	<p>Cancellation: If the Charterer wishes to cancel any Flight or Flights that are the subject of this Agreement the following rates will be paid forthwith by the Charterer to SHIPSPRY as agreed compensation:</p> <p>25% of the Charter Price if cancelled after execution of this Agreement; 50% of the Charter Price if cancelled between 7 and 2 days prior to STD; 75% of the Charter Price if cancelled between 48 hours and 24 hours prior to STD; 100% of the Charter Price if cancelled within 24 hours of STD.</p> <p>The Charterer accepts the above cancellation charges to be a reasonable pre-estimate of the losses that SHIPSPRY shall sustain in the event of any cancellation of any Flight (S).</p>
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Please note that SHIPSPRY will never ask for payment to be made into a different bank account to the one denoted on this Aircraft Charter Agreement. Please be aware there are various frauds circulating where an entity or person may seek to change, intercept or otherwise request the amendment of bank account details. This often includes a change of country or bank. If asked to make payment into a bank account that is different to the one detailed above, or to an account which is different to the bank account to which you have paid before, please telephone your contact at SHIPSPRY via the relevant number shown on the SHIPSPRY website to seek further clarification.

Charterer to initial here:

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If for any reason payment of the Charter Price or any instalment thereof shall not be made on the due date then the Charterer shall pay to SHIPSPRY interest on the amount unpaid at the rate of 4 % per annum above the base rate in accordance with applicable local banking regulation calculated on a daily basis from the due date until the date of payment (both before and after judgment) compounded monthly.

Demurrage/Standing Charge: At the rate of US\$ _____ per hour or part thereof, after STD.

Accompanying cargo attendants: _____
 Description of the Cargo: _____ Base Date: _____
 Loading: Load to be customs cleared _____ hours prior to scheduled departure
 and ready for carriage: _____

For the avoidance of doubt, SHIPSPRY shall not be liable for any delay to the Cargo whilst passing through any airport by virtue of any customs, immigration, airport policy or otherwise. Further the Carrier shall not be obligated to wait for any delayed Cargo and both SHIPSPRY and the Carrier shall reserve the right to procure the STD of any Flight notwithstanding any delay to the Cargo upon which the Charterer shall have no right of claim.

Special Conditions:

Final Payloads are subject to weight, balance and weather limitations at the time of the Flight(s) and are also subject to the captain's and/or the pilot in command's final discretion.

Flight(s) can only be confirmed once written acceptance of the terms and conditions of the Agreement is received by SHIPSPRY upon the return of this Schedule duly signed by the Charterer, and that financial conditions can be met. Flights are also subject to all over flight and landing permits being in place, weather, parking, slots, applicable airport opening times and the loadability of the cargo shall be subject to volume and dimensions of the Aircraft. Other additional special conditions are set out in Appendix "A", appended hereto.

The Charterer hereby authorises SHIPSPRY to retain and use personal data and transmit internationally to the Carrier, SHIPSPRY's offices, authorised agents, government agencies, other carriers or other third parties when required. Further, the Charterer acknowledges and gives consent to be contacted via post, email or telephone by SHIPSPRY in the future in relation to the provision of any product and services provided by SHIPSPRY that may be of interest.

Signed by:

Signed by:

 For and on behalf of SHIPSPRY LLC

 For and on behalf of the Charterer

 Name of Signatory

Charterer to initial here:

Initialed on behalf of SHIPSPRY:

General Conditions

1. In this Agreement unless the context otherwise requires:-

"Agreement"	means this Aircraft Charter Agreement including the Schedule and any appendices or attachments thereto;
"Aircraft"	means any aircraft for the time being operated in connection with any Flight(s);
"Base Date"	means the base date stated in the Schedule;
"Cargo"	means anything carried or to be carried in the Aircraft except mail or baggage carried under a passenger ticket and baggage includes baggage moving under an air waybill or shipment record;
"Carrier"	means the operator of the Aircraft as specified in the Schedule; "Charter Price" means the amount set out in the Schedule;
"Flight(s)"	means a flight described in the Schedule;
"Schedule"	means the schedule to this Agreement; and
"STD"	means the scheduled time of departure of any Flight(s).

- 2.1 The Charterer shall pay to SHIPSPRY the Charter Price at the time, in the currency, in the amounts and to the address specified in the Schedule.
- 2.2 The Charter Price specified in the Schedule is based on aviation fuel costs and currency exchange rates calculated on the Base Date. If for any reason whatsoever there shall be any increase in the cost of aviation fuel or any increase in costs due to currency exchange rate fluctuations only between the Base Date and the date of operation of any Flight, then the Charterer shall, if so required by SHIPSPRY, pay to SHIPSPRY on demand such amount as shall fully compensate SHIPSPRY for such increase.
- 2.3 Time of payment of the Charter Price shall be of the essence of this Agreement.
- 2.4 No set-off, deduction or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable to SHIPSPRY under or by reason of this Agreement. In the event that the Charterer is required to withhold any part of any payment payable by it to SHIPSPRY hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, SHIPSPRY shall receive from the Charterer the full amount of such payment.
- 3.1 The Charterer acknowledges that SHIPSPRY is not the operator of the aircraft and acts as an intermediary between the Charterer and the Carrier in connection with the provision of the Aircraft for any flight. SHIPSPRY shall procure the Carrier to provide the Aircraft at the commencement of the Flight properly manned and equipped in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s). The Charterer acknowledges that the Flight will be provided by the Carrier and that the Carrier has exclusive responsibility for the maintenance and operation of the Aircraft SHIPSPRY cannot guarantee shipment of the Cargo on any Flight in the event of late delivery of the Cargo by the Charterer. In the event of late delivery (for whatever reason), SHIPSPRY reserves the right to treat the late delivery as a cancellation and the Charterer shall be required to pay the cancellation fees as set forth in the Schedule and any other additional costs that have been incurred by SHIPSPRY. SHIPSPRY accepts no liability for any loss or damage incurred by the Charterer in the event of late delivery of the Cargo which results in the late carriage of the Cargo hereunder and reserves the right to recover from the Charterer any additional costs of whatsoever nature SHIPSPRY may have incurred as a consequence thereof. In the event that any Flight is delayed through the fault of the Charterer, the Charterer shall pay to SHIPSPRY demurrage at the rate set out in the Schedule in addition to any charges incurred by the Carrier from third party suppliers resulting from the delay.
- 3.2 The STD's shown in the Schedule are approximate and not guaranteed and the Carrier is entitled to deviate from the Flight schedule and/or the duration of the Flight and/or to reduce the maximum payload. The captain and/or the pilot in command of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding and, in the event that any of the above occurs, any additional costs incurred by the Carrier in so doing shall be payable by the Charterer to SHIPSPRY on demand.
- 3.3 All ground and operating personnel, including cabin staff, are authorised to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.
- 3.4 SHIPSPRY gives no representation or guarantee that the Cargo is suitable for loading on the Aircraft and SHIPSPRY accepts no liability for any loss or damage or inconvenience caused or incurred by the Charterer in the event that the Cargo is not so suitable and the Charterer shall defend and indemnify SHIPSPRY against any loss or expense incurred by SHIPSPRY as a consequence thereof. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
- 3.5 SHIPSPRY may at its discretion and without prior notice substitute the Aircraft and/or the Carrier and such substitute aircraft and substitute carrier shall, for the purposes of this Agreement, be the Aircraft and the Carrier hereunder.
- 4.1 The Charterer shall deliver the Cargo to the departure airport specified in the Schedule properly packaged to the satisfaction of the Carrier within the time frame specified in the Schedule. The Charterer shall be solely responsible for ensuring that the Cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely on the Flights with ordinary care in handling and so as not to injure or damage any persons, goods or property. In addition, the Charterer shall be solely responsible for the packing of the Cargo so as to protect it from all weather conditions to which it may be exposed, including but not limited to rain, wind, heat and cold. In the event that the Cargo sustains damage as a result of weather, the mere fact of such damage is prima facie evidence that the Cargo was defectively packed.
- 4.2 The Charterer recognises that SHIPSPRY will receive personal data for the purposes of providing services, facilitating immigration and entry procedures, and SHIPSPRY will be required to make available such data to the Carrier, government agencies and other parties who require it in connection with the services being provided by SHIPSPRY. Personal data will be held securely in accordance with the SHIPSPRY privacy policy which is available here <http://www.shipspry.com/legal-and-privacy-policy> and also used for the purpose of analytics to improve

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services, or personalisation to improve customer experience. The Charterer hereby authorises SHIPSPRY to retain and use personal data and transmit internationally to the Carrier, SHIPSPRY's offices, authorised agents, government agencies, other carriers or other third parties when required. Further, the Charterer acknowledges and gives consent to be contacted via post, email or telephone by SHIPSPRY in the future in relation to the provision of any product and services provided by SHIPSPRY that may be of interest, and accepts that these contact preferences can be changed at any time as outlined within the legal-and-privacy-policy.

- 4.3 The Charterer acknowledges to SHIPSPRY that the Carrier is entitled to reserve the right, without assuming any liability, to refuse carriage of Cargo in any circumstances whatsoever, including but not limited to, where:-
- 4.3.1 the transportation, or the exportation or importation of the Cargo is prohibited by the laws of any country from, to or over which the Aircraft is to be flown; or
 - 4.3.2 the Cargo is packed in a manner unsuitable for carriage by aircraft; or
 - 4.3.3 the Cargo is not accompanied by the requisite shipping documents; or
 - 4.3.4 the Cargo is likely to endanger aircraft, persons or property, or cause annoyance to passengers.
- 4.4 Dangerous goods, human remains, and other special Cargo are acceptable only under the conditions set forth in the Carrier's General Conditions of Carriage and/or any applicable Tariffs applicable to the carriage of such cargo and in accordance with rules laid down in International Air Transport Association ("IATA") regulations pertaining thereto. The Charterer shall ensure that all owners of goods carried in the Aircraft comply with all applicable laws, regulations, orders, decrees and directions made or given by the IATA, any relevant governmental or other authority including (without limitation) all customs, police and public health regulations and laws relating to the transportation of dangerous goods. The Aircraft shall not be utilised for the carriage of illegal air transportation, prohibited dangerous cargo, prohibited military cargo or munitions, chemical or bacteriological weapons of war.
- 4.5 Loading and unloading of the Cargo shall be at the sole risk of the Charterer and SHIPSPRY shall have no liability whatsoever to the Charterer in respect thereof. Further, SHIPSPRY shall in no event be liable for any loss or damage arising as a result of the acts, errors or omissions (negligent or otherwise) of any third party used for the building of stalls or other items required as part of the loading, storage or transport of the cargo. Further, SHIPSPRY is not responsible for the performance of any nominated handling agent that performs any pallet build and pallet breaking services.
- 4.6 The Charterer shall defend and indemnify and keep indemnified SHIPSPRY, its officers, employees, agents and sub-contractors against any and all costs or expense whatsoever incurred by SHIPSPRY in respect of the carriage of any Cargo. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
- 4.7 Without prejudice to the generality of Clause 4.6 above, the Charterer shall pay to SHIPSPRY on demand any costs incurred by SHIPSPRY and/or the Carrier in returning or transporting any Cargo carried pursuant to this Agreement to the point of origin of the Flight or to any other point pursuant to the direction of any competent authority in any country to, from or over which the Aircraft is flown.
- 4.8 The Charterer acknowledges that from time to time a Carrier or Carrier's country being used may be subject to an operating ban or part of a ban list outside the region in which it is being used (including but not limited to a ban within the European Union) and agrees that, to the extent permitted by law, SHIPSPRY has no liability whatsoever in relation to such Flights and the Charterer releases, discharges and waives all claims they may have of whatsoever nature against SHIPSPRY for any loss, damage or injury (including death) or costs or any passengers (including but not limited to cargo attendants) arising out of the Flight performed by the Carrier in such circumstances.
- 4.9 The Charterer agrees to not directly or indirectly contact the Carrier or its associates, agents or affiliates for the purposes of making arrangements for the Charterer or any associated party of any aircraft for a period of the later of 12 months from the date of last communication between all concerned parties or the date of the last charter flight that is operated for the Charterer by the Carrier or an associated party, except as requested by SHIPSPRY in furtherance of the operation of this Flight. Charterer also undertakes not to make use of any third party to circumvent this section 4.9.
- 5.1 In the event that:
- (i) any agreement between the Carrier and SHIPSPRY in respect of the Aircraft is terminated for whatever reason; or
 - (ii) the Aircraft is unserviceable or detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or
 - (iii) the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business) and as a result the Carrier is unable to perform the Flights at the same cost; or
 - (iv) if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business); or
 - (v) the Carrier, for whatever reason, fails to hold or maintain an Air Operator's Certificate then SHIPSPRY shall use its reasonable endeavours to find an alternative carrier to operate such flights as may be affected by the occurrence of any of the above events ("the Affected Flights"), at the same cost to the Charterer.
- 5.2 In the event that the SHIPSPRY is unable to do so, SHIPSPRY shall (subject to the provisions of Clause 11 hereof and provided that the Charterer has duly fulfilled its obligations hereunder) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s), minus any costs incurred by SHIPSPRY or the Carrier. In the event that SHIPSPRY is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an additional cost, SHIPSPRY shall notify the Charterer forthwith and the Charterer shall have the option to charter the aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to SHIPSPRY such additional costs upon demand. If the Charterer does not so elect, SHIPSPRY shall, (subject to the provisions of Clause 11 hereof and provided that the Charterer has duly fulfilled its obligations hereunder), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flights, (minus any costs incurred by SHIPSPRY or the Carrier), which shall be the Charterer's sole remedy and SHIPSPRY shall thereupon be under no further obligation or liability to the Charterer in relation to the Affected Flights.

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- 6.1 The Charterer shall be responsible for the issue and delivery of all airway bills and other necessary documents to all consignors of the Cargo. Further, the Charterer shall provide upon request by SHIPSPRY prior to the Flight a written declaration with a complete description of the Cargo. This description will include the value of the Cargo (as declared), the weight of the Cargo and any other information which SHIPSPRY shall reasonably request. The Charterer also warrants that the description of the Cargo given in the Schedule is accurate.
- 6.2 The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights.
- 6.3 The Charterer shall comply and will procure compliance on the part of all owners or other persons interested in the Cargo with all applicable laws, sanctions, regulations, embargos, customs and other government regulations of any country to, from or over which the Cargo may be carried including those relating to the packaging, carriage or delivery of the Cargo and shall, whenever required, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations. In the event that the Charterer requires any cargo attendant(s) to accompany the Cargo the approval of the Carrier shall be obtained by SHIPSPRY and the responsibility for insurance of any such cargo attendant(s) shall be borne solely by the Charterer. The Charterer shall be solely responsible for insuring the Cargo to its full replacement value. The Charterer shall ensure that any Cargo is available and ready for loading onto the Aircraft at the place and the time and date specified in the Schedule (and as may be varied by the Carrier or SHIPSPRY and as notified to the Charterer in the Schedule or otherwise communicated to the Charterer pertaining to any circumstance affecting a particular Flight). The Charterer is responsible for the Cargo either side of the Flight, for the avoidance of doubt, this means that the Cargo is customs cleared and security screened (if necessary); and the Cargo is collected from the destination airport or place of collection within the timeframe set out in the Schedule or as otherwise communicated to the Charterer.
- 6.4 SHIPSPRY shall be under no liability whatsoever to the Charterer or to any other person for loss or expense due to the Charterer's failure to comply with the provisions of Clauses 6.2 and/or 6.3 hereof. The Charterer shall be liable to SHIPSPRY and indemnify SHIPSPRY for any damage suffered by SHIPSPRY occasioned by the failure of the Charterer to comply with these provisions.
- 6.5 SHIPSPRY shall not be liable for the Carrier's refusal to carry any Cargo if the Carrier reasonably determines in good faith that such a refusal is required by any applicable law, government regulation, demand, order or requirement. The Charterer acknowledges that the Carrier has reserved its right to utilise any unutilised cargo space on the Aircraft during the Flight(s).
- 6.6 The Charterer shall be solely responsible for the correctness of the particulars and statements relating to the Cargo in any shipping documents and the Charterer shall defend and indemnify and keep SHIPSPRY indemnified against all damage or loss suffered by SHIPSPRY, or by any other person to whom SHIPSPRY is liable, by reason of the irregularity, incorrectness or incompleteness of any particulars and statements in any shipping documents relating to the Cargo. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
- 6.7 The Charterer warrants that they are not included or, owned or controlled by, acting on behalf of, or affiliated with entities or persons included on any of the relevant of application sanctioned-person lists or otherwise subject to any sanctions or similar restrictions. Further, the Charterer warrants that they shall not act (or fail to act) in a way which could cause a potential infringement of any applicable sanctions, and shall indemnify SHIPSPRY against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by SHIPSPRY and its officers, employees agents or subcontractors arising out of any act or omission of the Charterer in relation to applicable sanctions.
- 7.1 SHIPSPRY shall be under no liability to the Charterer for any failure by it to perform its obligations under this Agreement arising from force majeure, labour disputes, strikes or lock-outs, civil commotion, existence or apprehension or imminence of war between any nations, civil wars, blockade, hijacking, embargo, acts of governmental authorities, acts of God, fire, flood, fog, frost, ice, volcanic eruption, epidemics, quarantine, detention or total loss of Aircraft or any other cause beyond the control of SHIPSPRY or the Carrier including but not limited to accidents to or failure of the Aircraft, engines or any other part thereof or any machinery or apparatus used in connection therewith. For the avoidance of doubt, any issues caused by or related to the Coronavirus Disease 2019 (COVID-19) shall not be an event of force majeure unless the Carrier confirms in writing that they are unable to operate the charter Flight.
- 7.2 SHIPSPRY shall be under no liability to the Charterer or to the owners of or other persons having an interest in the Cargo in respect of any delay or variation to or cancellation of any Flight or the non-availability of the Aircraft which results from the acts or omissions of SHIPSPRY or for any failure by the Carrier to perform any Flight. The Charterer shall be solely liable for accommodation, refreshments, meals or any other costs, losses or damages incurred in respect of passengers accompanying the Cargo due to any delay to any Flight, whatever the cause.
- 7.3 The Charterer shall defend and indemnify SHIPSPRY against any claim by any person arising out of any such variation, cancellation, non-availability or failure to perform referred to in Clause 7.2 hereof. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
- 7.4 The Charterer shall defend and indemnify SHIPSPRY against any loss, damage, liabilities costs or expenses of whatsoever nature caused to be suffered or incurred by SHIPSPRY and its officers, employees agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
- 7.5 SHIPSPRY is not and does not act as a common carrier or other carrier in respect of this Agreement
- 7.6 Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage. Should SHIPSPRY be deemed for any reason to be acting under or in connection with this Agreement as a carrier, then to the extent to which such carriage constitutes international carriage, the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

Charterer to initial here:

Initialed on behalf of SHIPSPRY:

- 7.7 Except as specifically provided by the Warsaw Convention and/or the Montreal Convention, SHIPSPRY shall not be liable for any death, wounding, personal injury or claim of whatsoever nature whether for death or bodily injury or for delay or loss of or damage to or delay of cargo whether arising in contract or in tort whether occasioned by SHIPSPRY or its officers, employees or agents and the Charterer hereby waives all rights or claims against SHIPSPRY and discharges SHIPSPRY, its officers, employees and agents from any such claim as aforesaid.
8. The Carrier, when transporting livestock on behalf of the Charterer, reserves the right to carry a captive bolt humane killer and tranquillisers on board the Aircraft. If the captain and/or the pilot in command shall, at his sole discretion, deem it necessary for any reason to use such tranquillisers and/or humane killer whilst such livestock is being loaded, off-loaded, or on board the Aircraft during flight or otherwise, the Charterer shall defend and indemnify SHIPSPRY against all costs, claims, damages, losses or liabilities of whatever nature which may result from such use, whether the Charterer is the owner of such livestock or otherwise. SHIPSPRY shall have no liability for damage, loss, injury or fatality to livestock occasioned during the loading or offloading to or from the Aircraft or whilst aboard the Aircraft, whether in flight or otherwise and liability therefor shall be borne solely by the Charterer or the owner of the livestock. SHIPSPRY's right to a defence is separate and apart from its right to indemnification.
9. This Agreement may be terminated immediately upon notice from SHIPSPRY to the Charterer upon the occurrence of any of the events specified below: -
- 9.1 the Charterer defaults in the payment of any amount payable hereunder on due date;
- 9.2 the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 7 days of receipt of written notice from SHIPSPRY requiring remedy of such breach;
- 9.3 the Charterer admits in writing its inability to pay or becomes unable to pay its debts;
- 9.4 the board of the Charterer contemplating, considering, discussing or agreeing to its business rescue or proposing to take steps to place itself in business rescue or an administration order is made in relation to the Charterer;
- 9.5 proceedings are started or any steps are taken for the winding-up or dissolution of the Charterer or for the appointment of a provisional liquidator, liquidator, receiver, administrative receiver, trustee, supervisor or similar officer of the Charterer or any or all of its revenues and assets, or the Charterer is unable to pay its debts within the meaning of any applicable law relating to bankruptcy, insolvency, reorganisation or compromise of debts or other similar law;
- 9.6 a holder of security or an encumbrancer takes possession of any of the Charterer's revenues or assets, or any security created by the Charterer becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Charterer);
- 9.7 the Charterer convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make, any arrangement or composition for the benefit of its creditors;
- 9.8 a writ of execution, distress, lien or other execution is levied, issued or enforced upon or against any part of the Charterer's property or asset;
- 9.9 the Charterer suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or all or any substantial part of its assets are seized or appropriated by or on behalf of any government or other authority or are compulsorily acquired;
- 9.10 it becomes apparent that the Flight can no longer be performed due to the failure to obtain a trade control license(s) or any other documentation that may be required for the operation of the Flight(s); or
- 9.11 the Carrier fails to send to SHIPSPRY any requested documents related to the operation of the Flight(s); or
- 9.12 if anything analogous to the events referred to in 9.3 to 9.10 above occurs in any jurisdiction in which the Charterer conducts its business;
- 9.13 in the opinion of SHIPSPRY a material adverse change occurs in the business, assets, condition, operations or prospects of the Charterer;
- 9.14 if any of the events specified in this Clause 9 occur in relation to any guarantor of the Charterer's obligations hereunder;
- 9.15 For the avoidance of doubt, it is understood that immediate termination will only occur to the extent that such termination is permitted under applicable laws.
10. If this Agreement is terminated under Clause 9, then the Charterer must (without prejudice to any other rights and remedies which SHIPSPRY may have) pay immediately to SHIPSPRY all amounts then due and unpaid to SHIPSPRY hereunder, together with interest thereon (if any) at the rate specified in the Schedule and the Charterer shall defend and indemnify and keep SHIPSPRY indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by SHIPSPRY as a result of such termination (including in particular but not limited to any and all cancellation charges payable by SHIPSPRY to the Carrier) and SHIPSPRY shall be entitled to retain any initial deposit paid by the Charterer pursuant to any provisions therefor set out in the Schedule. For the avoidance of doubt, any proposed postponement of a flight by the Charterer shall be considered a cancellation for the purposes of this clause or otherwise.
11. SHIPSPRY may at any time without notice to the Charterer, at its discretion, set-off any amounts paid by the Charterer to SHIPSPRY against any amounts then due to SHIPSPRY under this Agreement or against any amount due at such time from the Charterer to SHIPSPRY. The Charterer accepts that 3rd party invoices, including but not limited to royalty payments may be invoiced to SHIPSPRY up to six months after the Flight(s), the Charterer accepts that any invoice relating to the Flight shall be paid without dispute to SHIPSPRY on demand notwithstanding any delay.
- 12.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if delivered in person or by courier on the date it is delivered or sent by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested) on the date the notice is delivered.
- 12.2 This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the Aircraft as described herein and supersedes any prior representations, agreements, conditions, statements, negotiations and undertakings whether made orally or in writing in relation thereto.
- 12.3 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.

Charterer to initial here:

Initialed on behalf of SHIPSPRY:

- 12.4 No claims shall be made against SHIPSPRY in respect of any representation warranty indemnity or otherwise arising out of or in connection with the charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
- 12.5 No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of both parties.
- 12.6 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without the prior approval of the other party.
- 12.7 No failure by SHIPSPRY to exercise and/or no delay by SHIPSPRY in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 12.8 The Charterer shall not be entitled to assign the benefit of this Agreement.
13. All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring. If any provision of this Agreement is considered by any court or other competent authority to be unenforceable, invalid or illegal, the other provisions will remain in force to the fullest extent permissible.
14. This Agreement may be concluded with: (i) an end customer ("End Customer") or (ii) an agent on behalf of an end customer ("Agent") or (iii) an entity acting in any other capacity on behalf of another individual or entity (either, as context demands, the "Client"). Where the Client or the Agent executes this Agreement, the Client or Agent warrants (on its own behalf and as agent for its principal or end customer if applicable) that it is bound by this Agreement jointly and severally with their customer or any other individual or entity. Any Client entering into this Agreement agrees to be held liable for any breach of this Agreement by any passenger utilising the flight services and generally for the acts and omissions of those passengers.
15. Regardless of the nature of the claim, and to the extent permitted by law, SHIPSPRY' aggregate liability under this Agreement or otherwise shall be limited to the actual direct damages up to an aggregate maximum of the lower of the average rotation price (if applicable) or the Charter Price.
16. SHIPSPRY shall not in any event be liable for: (i) any indirect and/or consequential losses; (ii) any loss of profits or anticipated profits, revenue, contracts, sales, anticipated savings, goodwill or reputation; (iii) any form of non-compensatory damages or special damage arising from the performance or non-performance of any Flight or any of its obligations hereunder, even if SHIPSPRY has been advised of the possibility of such damages.
17. Each provision of this Agreement is severable and distinct from the others and if any provision, or line or paragraph of one provision, is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances, be deemed not to form part of this Agreement but the validity, legality and enforceability of that and all other provisions, or other paragraphs of such provision, of this Agreement shall not be affected or impaired, it being the parties intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
18. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of applicable law.
19. Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise are excluded to the fullest extent permitted by law.
20. SHIPSPRY shall not be liable for any additional charges incurred in relation to any delay, deviation, cancellation or any other change in relation to the Flight as a result of any decision, outcome or policy pursuant to any decision regarding 'Brexit' or any decision based on the United Kingdom leaving the European Union. The Charterer shall indemnify SHIPSPRY against any loss, damage, liabilities costs or expenses of whatsoever nature caused to suffered or incurred by SHIPSPRY and its officers or employees arising out of any decision, outcome or policy of Brexit or the United Kingdom leaving the European Union.
21. No action shall be entertained unless a written notice providing the details of the claim is presented to SHIPSPRY. Such written notice is required within fourteen (14) days from the date of the Flight. Should Charterer not comply with the foregoing, Charterer hereby waives any right to damages and SHIPSPRY and the Carrier shall be fully waived and released.
22. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with New York law and the parties hereby agree and submit to the jurisdiction of the New York courts.

Appendix A

In addition to the provisions of Clause 2.2 of the General Conditions, SHIPSPRY reserves the right to increase the Charter Price to reflect any increased costs incurred by the Carrier in the performance of any Flight as a result of any changes to standard airways or diversion therefrom required by any air traffic control authority, whether notified prior to the departure of such Flight or whilst en route, as a consequence of acts of war or military action occurring or threatened in the region of or on or close to the route to or from the destination airport and the Charterer shall pay such increased costs to SHIPSPRY on demand.

The following provisions apply in the event that the Aircraft is flown from/to an airport within the United States of America: Security Requirements

- 1.1 The Charterer acknowledges and agrees that it shall fully comply with the Transportation Security Administration's security requirements as set forth in the Part 1544 Full All Cargo Aircraft Carrier Standard Security Program ("FACAOSSP"). This includes but is not limited to the following requirements of the Charterer:

Charterer to initial here:

Initialed on behalf of SHIPSPRY:



Shipspry LLC
15020 N Hayden Road #205
Scottsdale, AZ 85260
UNITED STATES
Phone: 602-805-1944
Fax: 480-747-9678

solutions@shipspry.com

- 1.2 To prevent access and carriage by unauthorized persons and prevent the unauthorized addition of any explosives, incendiaries or other destructive devices, items or substances to the Cargo.
 - 1.3 To provide security for the Cargo, at all build up and consolidation sites, in the possession of the Charterer or its authorized representatives.
 - 1.4 To establish and carry out a personal identification system for all authorized individuals and limit access to facilities where the Cargo is being stored, built up or consolidated to authorized individuals only.
 - 1.5 To provide that all individuals with unescorted access to the Cargo in the Charterer's, or its authorized representative's facilities in the United States, shall either (i) have Secure Identification Display Area (SIDA) badges or (ii) have completed a Security Threat Assessment through the TSA. This includes truck drivers who move the Cargo from the Charterer's or its authorized representative's off-airport facilities to the SIDA area.
 - 1.6 To refuse to accept or transport any Cargo that is not screened in accordance with FACAOSSP.
 - 1.7 To maintain a TSA approved screening log (supplied by CAC/Carrier) for thirty (30) days.
 - 1.8 To require all Domestic IAC's (Indirect Air Carriers) and internationally regulated freight forwarders and consolidators, from whom the Charterer receives cargo, to provide certification (in a form supplied by CAC/Carrier) that they are in full compliance with FACAOSSP and have provided to the Charterer Cargo that has either (i) been screened, banded, or is otherwise exempt from screening or (ii) that the Cargo being provided requires screening. The Charterer, or its authorized representative, is required to maintain this record for thirty (30) days.
 - 1.9 To refuse to accept Cargo in the United States from a non-regulated freight forwarder; and
 - 1.10 To refuse to transport any Cargo if the shipper does not consent to a search or inspection of the Cargo in accordance with the requirements of FACAOSSP.
2. The Charter Price does not include the cost of compliance with FACAOSSP and in the event that the Charterer fails fully to comply with the security requirements set out in FACAOSSP and, as a consequence, SHIPSPRY incurs any cost whatsoever in respect thereof, the Charterer shall fully indemnify SHIPSPRY for any such costs and shall repay such costs to SHIPSPRY upon demand.
 3. The Charterer acknowledges and agrees that it shall fully comply with any and all laws and regulations applicable to the carriage of cargo to and from the United States. The Charterer shall pay any costs associated with such compliance, and reimburse SHIPSPRY any costs incurred in complying with such laws and regulations.
 4. Other amendments to the General Conditions (if applicable): It is also agreed that:

Charterer to initial here:

Initialed on behalf of SHIPSPRY: