

MK AIRBROKER AB

GENERAL TERMS AND CONDITIONS

SECTION 1 – APPLICABILITY

1. These general terms and conditions (the “**Terms and Conditions**”) apply to MK Airbroker AB’s (“**MK**”) services in addition to the agreement regarding aircraft brokerage (the “**Air Charter Agreement**”) entered between you, as the charterer of an aircraft (the “**Charterer**”) and MK, in its capacity of the broker of the chartered aircraft.
2. In the event of conflict between the Terms and Conditions and the Air Charter Agreement, the Air Charter Agreement shall take precedence.

SECTION 2 – DESCRIPTION OF SERVICES

1. MK is an aircraft broker. Its business consists of connecting potential Charterers who intend to charter an aircraft with air transport companies willing to carry and/or operate aircrafts (the “**Carrier**”), and to assist in the retention of an aircraft from such Carrier on the terms set out in these Terms and Conditions and the Air Charter Agreement (MK’s services are henceforth collectively referred to as the “**Brokerage**”).
2. By entering the Air Charter Agreement the Charterer empowers MK to enter into agreements with a Carrier on the Charterer’s behalf. Further, the Charterer assigns MK to broker and to co-ordinate the brokerage of the air carriage in accordance with the Air Charter Agreement. MK undertakes to fulfill the Brokerage with due diligence and to the extent reasonably possible meet the demands of the Charterer.
3. When providing the Charterer with information about a specific air carriage, MK is merely forwarding information from the Carrier. MK does not control the correctness of the information and take no responsibility if such information would be erroneous.
4. In its relations with the Carrier, MK acts on behalf of the Charterer. MK is not a Carrier – MK is the broker of an aircraft, representing the Charterer or acting as an agent of the Charterer’s. MK presents an offer from the Carrier to charter an aircraft to the Charterer, and, upon the instruction of the Charterer, accepts the offer on behalf of the Charterer.
5. The air carriage is provided by the Carrier. The Carrier is solely responsible for the air carriage, including the flight (and times of departure and arrival), the maintenance and operation of the aircraft and its crew.

SECTION 3 – FEES AND PAYMENT TERMS

1. As compensation for the Brokerage, MK is entitled to a brokerage fee to be paid on the conditions set forth in the Air Charter Agreement (the “**Charter Price**”). The Charter Price includes the Carrier’s fees for chartering the aircraft. If the Carrier’s fees are adjusted subsequent to the booking, the Charter Price will be adjusted accordingly.
2. The Charter Price is an estimate based on the Charterer’s information, such as the number of passengers. The Charter Price is subject to taxes and fees, and may therefore be adjusted at MK’s own discretion. MK’s right to adjust the Charter Price in accordance with this section is limited to adjustments which are the direct effects of taxes and/or fees beyond MK’s control.
3. Penalty interest comprising two per cent (2%) per commenced month shall be payable in the event of payment of Charter Price or cancellation fees being delayed.
4. The Charter Price is exclusive of VAT.

SECTION 4 – RETENTION

MK’s services are retained by the exchange of signed Air Charter Agreements. Any offer or unsigned contract is merely an offer and do not constitute a valid agreement until duly signed by MK. The exchange of Air Charter Agreements shall be made in accordance with section 8 below.

SECTION 5 – THE CHARTERER’S COMPLIANCE WITH THIRD PARTY’S CONDITIONS

1. The Carrier’s terms and conditions for air carriage apply to the air carriage. The Charterer undertakes to comply with such terms and conditions, which may be obtained from MK upon request.
2. The Charterer is aware of and undertakes to comply with all regulations set forth by the appropriate public authorities applicable to the air carriage.
3. The Charterer undertakes to indemnify any damages of MK’s and/or the Carrier’s resulting from claims, fines, expenses and costs etc., caused by the Charterer’s violations (including attempts thereof) of terms and conditions or regulations set forth in this section 5.

SECTION 6 – CANCELLATION OF FLIGHT/TERMINATION OF AIR CHARTER AGREEMENT

1. If the Air Charter Agreement is terminated or the air carriage is cancelled without cause by the Charterer, the Charterer is obliged to pay a cancellation fee to MK. Unless the parties have agreed otherwise in the Air Charter Agreement, the cancellation fee is 100 per cent of the Charter Price.
2. If the air carriage is cancelled or otherwise is made unavailable by the Carrier, MK undertakes to attempt, to a reasonable extent, to substitute the air carriage with another suitable air carriage on similar conditions as the Charterer's demands. If MK is unable to do so, or if the Charterer does not accept MK's proposed substitution, MK shall pay the Charter Price paid by the Charterer, to the Charterer, or, if lesser, the amount MK has paid to the Carrier and is able to retrieve from the Carrier upon the cancellation of the air carriage, reduced with a fair amount to cover MK's efforts for fulfilling its obligations following the Air Charter Agreement and the Terms and Conditions.
3. MK is entitled to terminate the Air Charter Agreement with immediate effect in the event of the Charterer's significant breach of contract. Any failure by the Charterer to make due payment shall always be considered to constitute a significant breach of contract. MK is also entitled to terminate the Air Charter Agreement in the event of the Carrier's significant breach of contract, the Charterer's insolvency or if the basic conditions for the Air Charter Agreement are substantially changed.
4. If the Air Charter Agreement is terminated by either party, MK is entitled to reasonable remuneration for the Brokerage provided. Such reasonable remuneration shall not be less than 5 percent of the Charter Price.

SECTION 7 – BROKERAGE OF AIR TICKETS WITH SCHEDULED FLIGHTS

1. Further to the above, MK also provides brokerage of air tickets with scheduled flights. The rights and obligations set out in the Terms & Conditions shall apply to MK and to its clients also in respect of such services ("**Clients**").
2. Instead of entering an Air Charter Agreement, Clients will receive an invoice with relevant details regarding the flight, the price, cancellation terms etc. ("**Invoice**"). In the event of conflict between the Terms and Conditions and the details on the Invoice, the Invoice shall take precedence.

3. What is set forth in the Terms and Conditions regarding Air Chartering Agreement and Charterer shall apply to the Invoice and Clients, respectively. Charterer, Charter Price and Brokerage shall have the same meaning as set out above transposed to the context of the purchase of air tickets with scheduled flights.

SECTION 8– NOTICE

Notices under these Terms and Conditions shall be in writing. Written notice includes letters and emails and may be sent to MK to the following addresses:

MK Airbroker AB
Sveavägen 135
113 46 Stockholm
Sweden

or by email to:

info@mkairbroker.se

SECTION 9 – PERSONAL DATA AND DATA SECURITY

1. All Personal Data is collected for the fulfilment of the Agreement.
2. Any collection and processing of Personal Data by MK as part of the Services, will be done in accordance with the applicable laws of Sweden and the Regulation (EU) 2016/679 (General Data Protection Regulation).
3. MK will only process data with immediate relevance for the services provided by MK. Detailed information about processing of personal data performed by MK can be found in MK Privacy Policy published at www.mkairbroker.se

SECTION 10 – LIMITATION OF LIABILITY

1. Since MK's services are limited to the brokerage of an aircraft, MK is under no circumstances responsible for the air carriage as such. Further to section 6.2, MK takes no responsibility whatsoever for the cancellation or delay of the air carriage. Nor does MK take any responsibility for bodily or property damages caused by the Carrier. The Charterer understands that all obligations and any responsibility arising from or in connection with the air carriage, such as the cancellation or non-performance by the Carrier, is an issue between the Carrier and the Charterer for which MK takes no responsibility.

2. MK is only responsible for damage of the Charterer's caused by MK's gross negligence or intent in connection of the Brokerage. These Terms and Conditions shall be complied with at all times. MK does not accept any responsibility for any damage that occurs due to non-compliance with these Terms and Conditions and/or the Air Charter Agreement.
3. In any event MK's overall liability for its obligations under these Terms and Conditions and/or the Air Charter Agreement is limited to twenty per cent (20%) of the Charter Price.

SECTION 11 – MISCELLANEOUS

1. MK has the right to change the Terms and Conditions at any time.
2. If any provision of these Terms and Conditions or portion thereof is held invalid, this shall not mean that these Terms and Conditions in its entirety are invalid.
3. Swedish law shall apply to the interpretation and application of these Terms and Conditions and the Air Charter Agreement. Disputes arising out of or in connection with these Terms and Conditions or the Air Charter Agreement shall be settled by Stockholm District court .

Last updated 2018-05-23