

## Terms and Conditions

### Preamble

This agreement (hereinafter referred to as the *Charter Brokerage Agreement* or *CBA*) governs the arrangement and coordination of cargo charter flights by Target Stream LTD (hereinafter referred to as *Target Charters*). Target Charters acts on behalf of clients (hereinafter referred to as *Charterers*) to organize cargo charter flights through selected charter service providers. The role of Target Charters is strictly limited to brokerage and procurement services and does not include the actual provision of transport services.

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### 1. Obligations of Target Charters

**1.1** Target Charters will organize the cargo charter flight as specified in the CBA, engaging third-party service providers as necessary. The Charterer authorizes Target Charters to contract services on their behalf, which are necessary to fulfil the terms of the agreement.

**1.2** Target Charters will ensure that the service providers contracted under the CBA will be responsible for providing all necessary transport services, including the appropriate preparation, fueling, and staffing of the aircraft as required for the operation of the flight.

**1.3** Target Charters operates solely as an intermediary and does not provide the actual transportation services. All information and data relating to the respective charter flights are passed on to the Charterer in good faith. If the specified aircraft becomes unavailable at the agreed time, Target Charters will make reasonable efforts to secure an alternative aircraft of comparable type and capacity.

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### 2. Obligations of the Charterer

**2.1** The Charterer is responsible for the accuracy and completeness of all information provided in the CBA and related transport documentation. The Charterer is liable for any damage arising from inaccurate or incomplete information. The Charterer must ensure that cargo is properly packed, labelled, and meets all regulatory requirements. Additionally, all import/export regulations and travel rules must be observed. Target Charters is not responsible for verifying compliance with such regulations.

**2.2** The Charterer must ensure timely delivery of cargo, ready for transport, and is responsible for coordinating any tasks that must be performed by the Charterer or their

agents. All delivery terms and conditions, as agreed between the Charterer and the charter company, must be adhered to. If no specific terms are available, applicable legal regulations will apply.

**2.3** While obtaining necessary traffic permissions is the responsibility of the carrier, the Charterer must provide support and information to facilitate overflight, landing, and other required permits.

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### **3. Charter Price and Payment**

**3.1** Payments are due in advance and must be made to Target Charters without any deductions. Payments must be received by Target Charters before the agreed deadlines. Invoices are due for immediate payment unless otherwise stated.

**3.2** The charter price covers only the specified cargo charter flight and services detailed in the CBA. The price excludes additional fees such as airport fees, taxes, war risk insurance, storage fees, de-icing costs, or any other incidental expenses incurred during the flight. Any such costs are the responsibility of the Charterer.

**3.3** The Charterer agrees to reimburse Target Charters for any additional charges imposed by third parties after the signing of the CBA.

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### **4. Liability and Disclaimer**

**4.1** Target Charters, as an intermediary, accepts no liability for damage, loss, or delay of cargo. Since Target Charters is not the carrier, it is not responsible for the condition of the aircraft or for any damage to the cargo, client, or third parties related to the flight.

**4.2** Any claims relating to the condition of the aircraft or transport services must be directed to the respective service provider or carrier. Target Charters will offer advisory support to assist the Charterer in addressing any issues but will not be held liable.

**4.3** Target Charters' liability for negligence is limited to cases of gross negligence or wilful misconduct by its employees. The Charterer is informed that transport services may be subject to the provisions of the Montreal Convention or Warsaw Convention, which may limit the liability of the carrier for loss or damage to goods.

**4.4** The Charterer is advised to consider additional insurance coverage if a higher level of protection is required beyond what is offered under the applicable legal framework.

**4.5** The Charterer must immediately notify Target Charters and the carrier in writing of any damage to cargo, specifying the nature of the damage, the cargo affected, and the timing of the damage. Visible damage must be reported upon receipt of the goods, while concealed damage must be reported within 14 days.

**4.6** Target Charters is not liable for losses or damages caused by force majeure, including but not limited to war, civil unrest, natural disasters, terrorist acts, strikes, adverse weather, or government actions. If force majeure prevents Target Charters from fulfilling its obligations, Target Charters will be released from its contractual duties.

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## **5. Demurrage**

If delays in the execution of the cargo charter flight are caused by the Charterer (e.g., late delivery of cargo), the Charterer must pay demurrage fees as outlined in the CBA.

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## **6. Withdrawal/Cancellation and Contract Termination**

**6.1** The execution of a cargo charter flight requires the timely approval of relevant permissions, including take-off, landing, and overflight permits. If these permits are not granted in time, Target Charters has the right to withdraw from the CBA. In the event of such a withdrawal, any prepaid amounts will be refunded, excluding costs already incurred for services provided.

**6.2** If the Charterer reschedules the flight, Target Charters reserves the right to adjust the charter price or terminate the CBA, especially if the delay affects other scheduled contracts.

**6.3** In the event of cancellation by the Charterer, cancellation fees, as outlined in the CBA, will apply. The cancellation will only be considered effective upon written notification.

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## **7. Other Provisions**

**7.1** The maximum payload of the aircraft depends on the flight route and weather conditions and may be reduced accordingly. The final authority on board is the pilot.

**7.2** Both parties agree to maintain confidentiality regarding the contents of the CBA and related information.

**7.3** No off-setting or counterclaims are permitted, and the Charterer cannot withhold payments based on disputes under this or any other agreements.

**7.4** Any modifications or amendments to the CBA must be made in writing. This agreement supersedes all previous agreements, whether oral or written.

**7.5** The invalidity of any clause within the CBA does not affect the validity of the remaining terms. If necessary, the parties will seek to replace any invalid clauses with alternative terms in accordance with the spirit of the agreement and applicable laws.

**7.6** Target Charters reserves the right to amend or modify these Terms and Conditions.

**7.7** The governing law for this agreement is the law of the United Kingdom. The parties submit to the exclusive jurisdiction of British courts.

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This Terms and Conditions agreement outlines the responsibilities, pricing, and legal boundaries of Target Charters and its clients, ensuring clarity and compliance in the organisation of cargo charter flights.



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*United Kingdom 2023*