

General Terms and Conditions, Stockholm Radio International Aeronautical (air-ground-air) service

1. SERVICES

International Aeronautical Air-Ground-Air Service provided by the Stockholm Radio LDOC (Long Distance Operational Control) Center in Stockholm/Sweden.

On these general terms and conditions (the "General Terms and Conditions") Aviolinx Communication and Services AB, with product name: 'Stockholm Radio', Reg. No. 556569-9419, ("StockholmRadio") will render the following services (the "Services") to its customers (individually referred to as the "Customer"):

- Operational Phone-patches Air-to-Ground / Ground-to-Air
- Operational Message relaying by SITA / AFTN / FAX / Email (DEP / ARR / MVT / PSN -reports, PRD / RDA, maintenance issues etc)
- Radio- and Selcal-checks
- METAR / TAF supplied for all major airports worldwide instantaneously.
- Medical advice over HF-radio (Medlink of Medaire or other org as requested)

Unless otherwise explicitly agreed in writing these General Terms and Conditions shall apply to any and all Services provided by Stockholm Radio to any Customer.

2. RESPONSIBILITIES

Stockholm Radio aims to provide the Services on a 24/7/365 basis and Stockholm Radio will use its best effort to maintain an efficient service. The Services will be available to Customers considering the natural geographic HF radio coverage limitations as shown on the HF radio Coverage map from time to time included within the application-document as well as on Stockholm Radio's website.

3. LIMITATION OF LIABILITY

The Customer is aware of and acknowledges that the Services are provided using short wave radio technique. Stockholm Radio shall for example not be liable for any disturbances, delays in traffic forwarding or other inconveniences due to deteriorations in HF radio conditions, by nature subject to variations in solar activity, geomagnetic conditions etc, beyond human control. Furthermore the Services may not be available due to maintenance work performed by Stockholm Radio. In case of an emergency affecting the safety of aircraft crew or passengers the Customer shall be given priority in accordance with standard ICAO emergency procedures.

Except as expressly required by mandatory law, Stockholm Radio shall not be liable for any loss (neither direct nor indirect) or damage to property or person occurring as a consequence of Stockholm Radio's performance of, or failure to perform, the Services.

4. RELIABILITY

In order for Stockholm Radio to be a reliable point-of-contact for flight crews and ground staff, the pilots are strongly encouraged to call Stockholm Radio for SELCAL/Radio performance-check ASAP after takeoff/TOC and maintain SELCAL-guard or audio monitoring on suitable Stockholm Radio HF frequencies for rest of the flight - or at least until TOD. Crews shall make use of the HF Radio Propagation Forecast available as quarterly updated PDF-diagrams for download from Stockholm Radio's website. for proper selection of suitable HF frequency depending on time of day and actual flight position. With no SELCAL-guarding / audio monitoring on suitable Stockholm Radio frequencies onboard Customer's aircraft, any requests from ground-staff for contacts Ground-to-Air with Customer's flight crews via Stockholm Radio are likely to be unfulfilled.

5. FEES AND PAYMENT

5.1

All payments by Customer to Stockholm Radio shall be made without prior demand in Euro currency. The payment shall be made in full without deduction or withholding of any taxes. If VAT or similar taxes would be levied on the Services provided, such taxes shall be paid and borne by Customer.

5.2 Initial fee:

New customers shall pay an initial fee of EURO 500 for administrative handling and account set-up and activation (the "Initial Fee"). The Initial Fee may not be refunded for any reason.

5.3 Subscription fees:

The Customer shall pay the subscription fee in advance on a running three-month basis (in EURO) for the Services provided by Stockholm Radio (the "Subscription Fee"). The subscription fee varies depending on the size of your fleet. Note: You will receive more details of the subscription fee price when we have your fleet size details. The Subscription Fee may not be refunded for any reason. The Subscription-fee invoice will be issued in advance and payment must be made at latest the day before the start of each three-month period.

5.4 Traffic charges:

The Customer shall on a monthly basis pay for the Services provided by Stockholm Radio (the "Traffic Charges"). No invoice will be issued for periods where the invoice amount is less than EURO 200, but such amount will be carried forward to the following period(s) unless included on invoice with quarterly Subscription-fee.

5.5 Adjustment of Subscription Fee and Traffic Charges:

Stockholm Radio's from time to time applicable Subscription Fee and Traffic Charges are set forth on Stockholm Radio's website. Stockholm Radio may alter the Subscription Fee and Traffic Charges stated in sections 5.3 – 5.4 above at any time. Any alteration of said fees or charges will be shown on Stockholm Radio's website in due time prior to the alteration enters into force.

Any radio transactions to/from aircraft, registered at Stockholm Radio as owned/managed by the Customer will be charged on the Customer's account. Stockholm Radio shall not be responsible for any incorrect charging or invoicing, due to lack of updates of ownership/management of the aircraft.

5.6 Terms of payment and termination of Services:

All invoices shall be processed for payment by bank wire transfer; in time to be registered at Stockholm Radio's bank account no later than the due date stated on each invoice. Aviolinx Communication and Services AB reserves the right to apply a surcharge of 3% on the invoiced amount if payment is not received by the due date. Payment shall be made to Stockholm Radio's bank account details as printed out on the invoice. In case of delayed or bss of payment as set out in clause 5.3 and 5.4, the Services will be terminated with immediate effect. In each such case, Stockholm Radio is entitled to charge the Customer an additional Initial Fee as set out in clause 5.2 to re-open up the Customer-account.

6. GOVERNING LAW AND LITIGATION

6.1 Applicable Law:

The formation, validity, interpretation and performance of these General Terms and Conditions, and any disputes arising there under, shall be governed by and construed in accordance with the laws of Sweden.

6.2 Settlement of Disputes:

Customer and Stockholm Radio agree that the courts of Sweden, with the District Court of Stockholm as the court of first instance, shall have jurisdiction to settle any disputes which may arise out of or in connection with these General Terms and Conditions.

7. TERMS OF AGREEMENT

By payment of Initial Fee the Customer agrees and accepts to be bound by these General Terms and Conditions.

Either party may terminate this Agreement with immediate effect if the other party is declared bankrupt or is in material breach of any term, condition or provision of the Agreement and has not remedied such breach within 14 days after having been requested by the other party to do so.

8 PAYMENT INFORMATION

Invoice:

All invoices will be sent as PDF-document to Customers email address (-es) as advised and updated by the Customer. Printed paper-copies via Air Mail upon specific request, only, adding additional administrative/postage-fees. The payments shall be effected to 'Stockholm Radio', Bank details as follows:

Handelsbanken
Nymärstagränd 6,
Box 144,
19523 Märsta,
SWEDEN.

IBAN Code: SE35 6000 0000 0000 4271 4249.

BIC/SWIFT: HANDSESS.

Beneficiary: Stockholm Radio

Each invoice-amount shall be paid as such - without split or accumulation. Customer bears full responsibility for any taxes, duties or wire transfer costs that may be imposed by Authorities or Banks. Company paper cheques are not accepted as payment.

9. STOCKHOLM RADIO OPERATING DETAILS

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Type B: STOOOYF

AFTN: ESKRYFYX

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