

# ACMI AGREEMENT BETWEEN FLY OYA & AFRIQIYAH Airways

Operator FLY OYA INTERNATIONAL

Address Abu Kmayshah St. 10.60.453 Zawiyat Al Dahmani Tripoli, Libya

Charterer AFRIQIYAH AIRWAYS

Address Sharia as Saidi, Tripoli, Libya

Aircraft BOEING 777-200ER.

Registration 5A-GRS

Configuration 26 J - 286 Y

Period From 25/05/2025 - 26/05/2025

Schedule 3 FLIGHTS (Schedule attached)

Price ACMI 88,200.00 LYD per hour, for a total of 24 hours: 2,116,800 LYD.

Payment In advance, by Deposit and/or bank transfer (invoices)

A full reconciliation of block hours and any other costs will be carried out on receipt of the operators: captain's report / technical log and a reconciliation invoice or credit note will be sent to you as appropriate. Supporting documentation will be provided by the operator to substantiate any supplementary charges for fuel, catering, and handling,

#### **GENERAL RESPONSABILITIES:**

#### -Operator:

To provide and to its account: Aircraft, Crew, Maintenance, hull and third-party insurance only. It will also be the responsibility of the operator to forward all necessary flight documentation as soon as possible post-flight.

Insurance costs coverage of damages to passengers, luggage, cargo and third parties by a combined single limit of USD 750.000.000 for B777-200.

#### -Charterer:

To provide and to its account all other direct operating costs including but not limited to: Fuel and lubricants, landing / handling charges, parking, navigation fees, Enrooted navigation fees, Euro control, passenger, mail, and cargo liability insurance, passenger taxes/ any governmental taxes, Passenger delay amenities; security charges, customs and immigration charges, as well as all collectable charges from passengers Aircraft Ground security. Over flight; Clearances, Landing and Traffic rights, de-icing, catering, cleaning, crew positioning De-Positioning and ground transport, crew home, flight planning and any other related costs.

Charterer will be the only and full responsible for any damage of the aircraft caused by any Charterer employee or agent contracted by the charterer. All costs incurred by this



damage Will be charged to the charterer, including all extra costs, which may be caused in the Operational side of operator.

In case of and otherwise specified by charterer: Aircraft will be delivered by operator to charterer with one (I) complete set of empty catering equipment onboard.

Once operation is finalized: In the case of any type of equipment, catering not returned to the operator; due to misplacement, damage or loss caused by any of the handling agents contracted by the charter: All costs incurred in the re-delivery, or the complete replacement of such equipment will be charged / invoiced to the charterer.

In case the charter cannot provided any of the mentioned services required during the operation (handling, fuel, catering, airport tax fees, etc...) and FLY OYA is obliged to provide such service, a 10% of the total cost will be charged/invoiced to the charterer.

In the case of the charter requires a further extension to the mentioned contract LE. extension of flight program with new sublease flight and contracted, with same operator a new sublease Agreement / contract will need to be drafted by FLY OYA.

#### Cancellation terms:

The charter will pay 50% of the total amount if the operation is cancelled before confirmation 24 hours before departure.

The charter will pay 100% of the total amount if the operation is cancelled after confirmation

#### Disputes:

All disputes' controversies or claims arising out of, or in connection with this agreement shall be finally settled by arbitration in accordance with the Libyan arbitration act.

#### Operation:

The aircraft will operate in accordance with the operations and flight manuals of the above-mentioned CHARTER.

## TERMS AND CONDITIONS:

#### Crew call out time:

To take note minimum crew call out time required by operator 01:30/02:00 hours after final written acknowledgement of confirmation received from charter.



## Crew requirements:

Hotel accommodation / transfer from/to airport: Charterer will arrange four (5) Stars crew hotel Accommodation including breakfast. Meats (Lunch/Diner) as well as all extra services such as telephone fees, room Services ... will be paid by Operator crew directly to the hotel. Crew transportation from hotel to airport shall be provide by Charterer.

a) per Dime allowances per crew member per day, as follows:

-Cockpit crew: 885 LYD -Flight Attendant: 740 LYD

Engineer: 740 LYD

-Dispatcher (Flight Operation Officer): 740 LYD

## Catering:

PAX meals / crew meals: Catering for all live sectors to be provided by Charterer Operator to provide crew catering from departure airport base and all costs will be rein voiced to charterer.

Equipment ATLAS: Operator to provide empty catering trolleys (ATLAS) equipment from departure airport base.

## Handling & Fuel:

To be arranged by the charter at all stations All costs to .be reconciled for charterer is account.

## Flight Numbers:

The operator will operate under the charterer, The flight numbers. If for operational reasons, the Operator operates positioning sectors under the operator's flight number, The charter will reimburse all direct operating costs.

## FLY OYA INTERNATIONAL

Commercial Director Safiya Kahun Date: - 24/05/2025 Signature:

# **AFRIQIYAH AIRWAYS**

Commercial Director Salah Juma

Date: - 24/05/2025

Signature

AFRICIYAH