



## Terms and Conditions

(Issue 1.3 Effective Date 21 November 2017)

G&G Aviation ("G&G"), an Italian company having its registered office in Via Montebello 37, 00185 Rome, Italy offers a publicity and brokering service (the "Service") for the sale, purchase or lease of commercial or executive aircraft, helicopters and relevant turbine engines (collectively "Equipment"). Aircraft and helicopter not powered by turbine engines are excluded from the Service.

The Service shall be provided through initial submission of equipment data on the web site [www.air-more.com](http://www.air-more.com) (the "Site") by the customer interested in the Service (the "Customer").

By submitting information to, or accessing information from, the Site, the customer agrees to the following terms and conditions which **constitute, without need of further explicit acceptance, the legal agreement between G&G and the Customer.**

### 1) Customer and transaction identification

Customer shall submit its offer or request by filling the on-line form available on the Site (the "Equipment Data") and attaching, in case of offer, specification, usage and maintenance information and at least one picture of the equipment. Customer shall receive from the Site an e-mail allowing to confirm the submission.

Upon receipt of the Equipment Data G&G can require the customer to provide, by fax or pdf attachment by e-mail, any or all of the following:

- a) written evidence to be the owner or be authorized to commit on behalf of the owner for any equipment offered for sale or to be the potential buyer/lessee, be authorized to commit on behalf of the potential buyer/lessee for any equipment being wanted and, in case of a company, the power of the person signing the form.
- b) In case Customer is a broker under an exclusive mandate by an owner or a potential buyer/lessee ("Broker"), copy of the relevant mandate.
- c) copy of an ID of the person signing the form.

In case of delay of presentation of the above documentation, if requested, the AD shall be not published until it's received.

### 2) Customer representations and warranties

The Customer represents and warrants that all Equipment information provided by the Customer will be true and accurate and it has received all necessary rights and authorizations, including from the photographer and/or copyright owner of any photographs or data for publishing on the Site; G&G reserves the right to remove all or any part of the Equipment information, photographs or data posted on the Site if are reasonably deemed to be false or infringing third parties rights.

### 3) Use of information provided by Customer

The Customer will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to G&G and/or on the Site.

The Customer expressly authorize G&G to publicize and transfer to other parties, including other web sites, any information provided by the Customer in whatever format and media, also outside of the Site, deemed appropriate by G&G to provide the Service

G&G shall try to satisfy the Customer requirements through its professional channels for 7 days before publishing the relevant advertising (the "AD") on the Site.

Such AD will not contain Equipment direct identifications (S/N, Marks etc) nor any Customer detail and pictures, if any, will be edited to remove clear identification of the equipment.

The AD shall be maintained on the Site, free of charge, for a period up to a) the transaction is completed or b) the request dropped or c) 90 days whichever occurs first.

**G&G Aviation Srl**

Registered Office: Via Montebello 37 - 00185 Rome -Italy

Capital Stock Euro 10.400 – VAT and Fiscal Code 04799541000 - Reg. Cout of Rome 1270/95 - C.C.I.A.A. 808568

Customer may resubmit the data for the same Equipment for additional terms of 90 days each following the same procedure.

Duplicate submission in the same period of time will not be accepted.

In case the transaction for the equipment is completed directly or through different channels by Customer with any subject not being a Prospect (as defined below), or the request/offer is dropped by the Customer before expiration of the 90 days AD period, the Customer shall promptly inform G&G in writing and the AD shall be removed from the Site within 48 hours.

#### **4) Mandate**

By the submission of Equipment Data and confirmation of the AD through the link received by e-mail, the Customer gives to G&G a non-exclusive mandate for the sale, lease or research for purchase or lease of such Equipment as indicated in the form.

If Customer is a Broker, it gives to G&G a non-exclusive sub-mandate and may require G&G to comply with those terms of Broker mandate that will be provided to G&G in writing. In case G&G will not accept to comply with such terms, it will notify Customer, the AD shall be not processed and neither G&G nor Broker shall have any further liability to the other party.

Customer may elect to grant an exclusive mandate to G&G for 90 days, by checking the proper box in the submission form. In this case, except for actions previously coordinated with the G&G, Customer cannot perform, neither directly nor through third parties, any publicity or similar activity for the sale, lease or research for purchase or lease of the Equipment, as appropriate, during the entire period of the exclusive mandate.

In case of exclusive mandate the Equipment can also be advertised including full identification data (i.e. S/N, Marks etc.) and with not edited pictures on G&G web site [www.ggaviation.com](http://www.ggaviation.com).

Any of the above mandates can be assigned by G&G to a third party providing similar services ("Assignee"), at the same terms and conditions herein, by simple G&G written notice to Customer including Assignee details and acceptance. Upon such notice Assignee will assume all rights and liabilities pertaining to G&G under the present Terms and Conditions with the exception of any aspect related to the management of the Site and the publishing of ADs on the Site, that will remain with G&G.

#### **5) Prospects**

G&G shall notify to Customer contact details and other relevant information about any potential counterpart that G&G will identify, in any manner, for the transaction proposed or requested by Customer.

Customer shall be required to acknowledge by e-mail to [info@air-more.com](mailto:info@air-more.com) such potential counterpart as a "Prospect, anyway if Customer does not provide, within 3 days from such notice, the acknowledgement or evidence to G&G that direct contacts are already occurring with such party for the same transaction, that potential counterpart shall be deemed acknowledged and become a "Prospect".

#### **6) G&G Disclaimer**

Although G&G shall make effort to verify the accuracy of the information provided on the Site, G&G shall accept no liability for any data, information, picture or representation provided by any Customer.

#### **7) Fees**

In case the transaction is completed with a "Prospect" within 6 months from initial submission of the Equipment Data, regardless of actual involvement of G&G, the Customer shall pay to G&G at the time of delivery of the Equipment a success fee (the "Success Fee") in the amount specified in the Fees and Prices section of the Site upon submission of the Equipment Data unless differently agreed in writing by G&G..

In case the transaction is completed in a currency different from USD, the fee shall be calculated applying the exchange rate to the USD published by the European Central Bank for the date of delivery of the Equipment.

Except for the above Success Fee the Service shall be provided to Customer free of charge.

The Service will be always free of charge for parties replying to a published AD.

#### **8) Advertising on the Site**

Customer, independently of inserting an offer or request for Equipment on the site, may publicize its aviation related activities in the proper spaces made available on the Site (i.e. banners).

Such advertising shall be subject to the rates published in the Fees and Prices page of the Site and the Terms and Conditions in effect at the time of submission except that provision of articles Mandate and Fees above shall not apply.

Advertising of Equipment in the banners or spaces other than the normal listing, shall only be possible in connection with the submission of an offer or request for Equipment and subject to all Terms and Conditions herein.

#### **9) Links to Third Party Sites**

The Site may contain hyperlinks to other web sites operated by parties other than G&G, which are beyond G&G control. This includes links from advertisers, sponsors, and content partners. G&G does not control, is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their web sites and does not assume any liability for the actions, product, and content of all of these and any other third parties. G&G makes no representations and cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material on such third party web sites. Different terms of use and privacy statements may apply to these sites.

#### **10) Notices**

All notices required or permitted under this terms and conditions shall be in writing and shall be deemed delivered in person or sent by registered mail, fax or e-mail addressed as follows:

For G&G  
G&G Aviation Srl  
Viale Regina Margherita 216  
00198 Roma Italy  
Fax +39-0662204662  
e-mail: info@air-more.com  
Attention: Managing Director

For Customer  
Such contacts entered on the Site upon submission of the Equipment data or request.

#### **11) Validity of terms and conditions**

Terms and conditions published on the Site may be varied by G&G without notice. Notwithstanding the foregoing terms and conditions applicable to each Equipment and transaction remains those published on the Site at time of submitting the Equipment data or request. G&G shall make available on the Site all previous issues of the terms and conditions with the relevant effective dates, Customer is anyway invited to print or store the terms and conditions published on the site and effective upon submission of data or request, with proper date reference.

#### **12) Applicable law and jurisdiction**

This Agreement shall be construed in accordance with the laws of Italy, and the parties irrevocably consent, in lack of an amicable settlement within 30 days from initial notice to the other party, to bring any action to enforce this Agreement in the Court of Rome, Italy.

#### **13) Entire agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive.

**END**