



General Terms and Conditions of Business of AC Aviation Charter AG

The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in written by Aviation Charter. Should other operators' aircraft be used as sub-charter, the Terms and Conditions of Transport of these operators apply together with the regulations of the country they are based in as well as the Warsaw Agreement.

1. All offers are without engagement, depend on availability and are subject to all traffic rights.

2. Terms and Conditions of Transport

The subject of this contractual agreement is the transport of passengers and/or goods from point of departure to destination as stated in the Aviation Charter offer for charter. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel and the aircraft. AC Aviation Charter reserves the right to utilize any idle capacity the aircraft may have, including any empty legs of the flight, before, during or after the flight charter period in which the aircraft is available to the client, without any compensation.

3. Charges

The prices stated in the offer are firm and calculated according to the customer's individual requirements. Should a calculation be based on the actual flight time in minutes, the additional costs (handling, per diem and night stops) will be calculated separately as flat rates. Extra costs due to necessary operational changes may be charged at cost and AC Aviation Charter shall provide supporting documentation evidencing any such increase in the costs, provided within 7 days of receipt of a valid invoice. Aviation Charter reserves the right to provide at any time the charterer with another similar aircraft should the booked aircraft be unavailable due to unforeseen reasons (force majeure-e.g. technical reason, AOG, etc.)

Such extra cost will be charged to the charterer.

The price includes:

- All fees related to the aircraft (landing and over flight fees), crew (night stop) and fuel
- Handling Agent Services
- First class Catering and Bar

The price does not include:

- Phone calls from the aircraft
- Any change of destination
- Ground Transportation
- De-icing from aircraft home base until return to aircraft home base in respect to your charter flight
- Additional insurance premiums to over fly or land in certain zones
- Any extra costs for specific catering, e.g. Caviar, special wine, special champagne etc.
- VIP Lounge

4. Limited Liability

The transport of passengers is regulated by the Warsaw Agreement. The operator's liability for death or injuries of the passengers as well as loss or damage of the luggage is limited accordingly.

5. Basis of Calculation

The stated flight times are considered operational hours. Timing starts with the engine start-up and ends with the engine shut-down.

6. Availability

Aviation Charter reserves the right to provide at any time the charterer with another similar aircraft should the offered/booked aircraft be unavailable, assuming this has been communicated to the Charterer before the flight within a reasonable amount of time. Aviation Charter may charge all extra costs arising to the charterer, however the charterer may cancel the flight should this be the case.

7. Brokerage

Should Aviation Charter fly by order of a third party (brokerage), the broker as well as the charterer are liable for the payment of the flight. Aviation Charter offers to brokers are net and do not include any commission.

8. Terms of Payment

Transport of passengers and/or goods stated in our offer are usually payable immediately. In general the flights are performed against advance payments only. In case of invoicing payments are to be made immediately without any deduction. A payment which has not been received within 14 days of the invoicing date is considered late and actual interest charges are added to the initial amount. Special charges and cancellation terms apply for flight options as stated in the respective offer.

9. Cancellation Fees

Date of positioning flight is considered as date of departure

- 10 percent of booked price: upon signed charter contract
- 25 percent of booked price: 14 days to 7 days prior departure
- 35 percent of booked price: 7 days to 48 hours prior departure
- 50 percent of booked price: 48 hours to 24 hours prior departure
- 100 percent of booked price: less than 24 hours prior departure

10. Severability

If any one or more clauses of these terms shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

11. Applicable Law

These terms are governed by and construed in accordance with international aviation laws and the laws of Switzerland, and are performable in the Kanton of Zurich / Switzerland.

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