

ExecuJet Terms and Conditions

1. This quotation:

Is aircraft specific and is thus subject to aircraft serviceability and availability.

Is subject to industry and related fuel price fluctuations.

Is subject to all permits obtained.

Includes the following:

- Aircraft operating costs including crew, fuel and maintenance;
- Air navigation, enroute and approach charges;
- Crew allowances;
- Standard VIP in flight catering and refreshments;
- Passenger and cargo insurances, and passenger taxes;
- Crew accommodation and transportation.

Excludes the following:

- Fuel and Insurance Surcharges;
- Crew accommodation and transportation in the event of trip extension
- Catering beyond standard VIP i.e. vintage wine, whiskey, caviar
- Deicing charges unless specified in the quotation
- Communication charges using satcomm or other means of communication

Excluded costs shall be reimbursed to ExecuJet Europe AG ("ExecuJet") by the customer.

2. Should there be any enroute changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation; you or your passengers' changed requirements; unserviceability of the aircraft beyond ExecuJet's reasonable control; safety of the aircraft; safety of the crew; and/or safety of you or your passengers; any additional costs arising from such changes and/or delays (excluding the costs of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.

3. Funds must be reflected in the ExecuJet account at least 48 hours prior to departure. This can be by either direct bank deposit, or credit card (subject to surcharge). Kindly effect payment into the following bank account:

4. Cancellation:

Once you have accepted this quotation by signing the Quote, should you choose to cancel the flight, a cancellation fee will be payable as follows:

100% of the charter price if the flight is cancelled 12 hours prior to departure.

50% of the charter price if the flight is cancelled 24 hours prior to departure.

40% of the charter price if the flight is cancelled 3 days prior to departure.

30% of the charter price if the flight is cancelled 5 days prior to departure.

25% from signature of contract.

Any delay in excess of 6 hours will constitute a cancellation, unless agreed beforehand by ExecuJet Europe AG. Any balance remaining of any amounts already paid by you in terms of clause 3 above shall be re-paid by ExecuJet Europe AG.

5. Passenger baggage is limited to 20 kg per passenger (mixture of larger and smaller bags) that may easily be loaded into the aircraft. ExecuJet Europe AG has the right to refuse baggage that may be deemed to be a hazard to flight safety. Excess baggage will be sent onwards. The cost to be borne by the customer.

6. Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from ExecuJet Europe AG on request.

7. Quotations are valid for 21 days.

8. You hereby indemnify ExecuJet Europe AG from any claim or damage, caused by the customer, which ExecuJet may suffer from the flight, other than claims or damage caused by ExecuJet's own negligent or wilful misconduct.

9. In the case of domestic carriage, claims by you or your passengers arising from injury or death shall be brought within 2 years of the flight and claims for lost or damaged baggage shall be notified to ExecuJet Europe AG in writing within 7 days of the end of the flight, failing which the claim shall lapse.

10. Time is not of the essence and ExecuJet Europe AG shall not be liable for any damages you and/or your passengers may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements; unserviceability of the aircraft beyond ExecuJet's reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of you or your passengers.

11. ExecuJet Europe AG shall have no obligation to arrange for and ensure compliance by you or the passengers with any applicable entry, exit, tax, visa, customs, immigration, health or other formalities related to the travel contemplated hereby.

12. First Party Charterers In the event you are chartering the aircraft in your own capacity, signature of this document shall (in the absence of any prior agreement to the contrary, signed by both your passengers (whether personally or through the agency of yourself) and ExecuJet Europe AG) constitute a contract of carriage between yourself and ExecuJet and you acknowledge on behalf of your passengers (you hereby warranting your authority to give such acknowledgement on their behalf) that no contract of carriage will exist between your individual passengers and ExecuJet, notwithstanding the issue to them by ExecuJet of a passenger ticket or not. You hereby undertake to distribute any passenger tickets furnished to you as charterer by ExecuJet for delivery to passengers and hereby indemnify ExecuJet for any damages or losses ExecuJet may suffer as a result of any failure on your part to deliver such tickets as aforesaid.

13. Brokers

In the event you are party to this document as a charter broker on behalf of an undisclosed charterer principal, this agreement will constitute an agreement between ExecuJet Europe AG and your principal, with you binding yourself as surety and co-principal debtor in favour of ExecuJet for any payment obligations and indemnities contained herein on the part of your principal. You acknowledge on behalf of the passengers (you hereby warranting your authority to give such acknowledgement on their behalf) that no contract of carriage will exist between the individual passengers and ExecuJet, notwithstanding the issue to them by ExecuJet of a passenger ticket or not. You hereby undertake to distribute any passenger tickets furnished to you by ExecuJet for delivery to passengers and hereby indemnify ExecuJet for any damages or losses ExecuJet may suffer as a result of any failure on your part to deliver such tickets as aforesaid.

14. Should any terms of this document be at variance with any charter; aircraft operations management; air transport; operations services; or charter agency agreement already concluded and signed between you and/or your passengers and ExecuJet, the latter terms shall prevail over these terms

15. Please be aware that restrictive security measures are present in certain airports. Airport officials may search baggage and confiscate items for security reasons. ExecuJet will not be held responsible for any items confiscated by any airport officials.

16. The quotation and any contractual and non-contractual obligations arising out of or in connection therewith shall be governed by and interpreted in accordance with Swiss law excluding its conflicts of law provisions.

17. The courts of Zurich shall have exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with the quotation and any contractual and non-contractual obligations arising out of or in connection with the quotation.

18. ExecuJet Europe AG aircraft are non-smoking.