



Grafair Flight Management AB
Stockholm City Airport 1
Bromma 16867, Sweden
office@grafair.se
+468982600
www.grafair.se

GENERAL TERMS AND CONDITIONS OF CARRIAGE

The following General Terms and Conditions of Carriage ("GTCC") apply to all flights and other services for which a contract has been concluded with Grafair Flight Management AB (AOC - SE030).

Changes to these Terms are valid only when confirmed in writing by Grafair Flight Management AB (hereinafter referred to as "Grafair").

1. Scope

1.1 The subject of this contractual agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the quotation or contract.

1.2 Grafair is the contracting carrier as defined in legislation governing carriage by air and the party to the contract with the Passenger disregarding if the contract has been concluded with the Passenger or by an agent on behalf of the Passenger.

1.3. If subcontracted aircraft are used, Grafair acts only as intermediary the Operator and the Customer.

2. Aircraft

Grafair reserves the right to at any time provide the customer with another similar aircraft at the same cost should the offered/booked aircraft be unavailable. If no aircraft or crew can be found Grafair reserves the right to cancel the order.

3. Compliance with entry and exit requirements. Required documents

3.1 Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas and doctor's certificates, certificates of vaccination and other required - for themselves, or for children or animals travelling with them - under the passport, visa and health regulations of the countries in question.

3.2 Grafair and/or the Operator takes absolutely no responsibility with the regard to visa requirements of its passengers. Should there be any levy due to the lack of required entry documents of passengers or cargo the customer will be billed for any additional costs or disadvantages arising from the failure to observe these requirements shall be incurred jointly and severally by the agent and by the Passenger such as but not limited to fines and cost of repatriation.

4. Price and Terms of Payment

4.1 The price includes all expenditure connected with the flight. Grafair reserves the right to use any available capacity the aircraft have, including any empty legs of the flight, before, during or after the period in which the aircraft is assigned to the charterer, without any compensation to the charterer or reduction of the price.

4.2 The customer shall make payment at the latest 24 hours prior to departure by bank transfer to the bank account indicated on the invoice.

5. Cancellation Fees

Should a confirmed flight be cancelled a cancellation fee will be levied as follows:

(a) Cancellation less than 7 days a fee of 10% of the charter price will be applied.

(b) Cancellation less than 3 days a fee of 25% of the charter price will be applied.

In case the flight or the first leg should take place from an airport other than Stockholm Bromma, the costs of a necessary and conducted positioning flight is to be fully borne by the contractual partner.

6. Safety and Security

Grafair is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by Grafair.

6.1 Captain's Decision

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a Passenger requires extraordinary assistance on behalf of Grafair's crew. Passenger hereby accepts all such decisions. Passenger agrees that when, in the reasonable view of Grafair or the pilot in command, safety or security may be compromised, Grafair or the pilot in command may decide to refuse to start or commence a flight, divert a flight or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay.

6.2 Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if Grafair has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet complies with the requirements in the country of destination.

6.3 Carriage of baggage

(a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EU-OPS standard weight tables by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify Grafair prior flight. Passengers are obliged to notify Grafair of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat. Accordingly, Grafair reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

(b) Prohibited baggage and dangerous goods

The carriage of dangerous goods on flights is not permitted. Dangerous goods and prohibited baggage include, but are not limited to, compressed gasses (flammable, non-flammable and poisonous), corrosive materials, batteries, explosive materials, weapons and ammunition, fireworks, inflammable liquids, paint, lighter gas, matches, bleaching agents, magnetic materials, oxidizing liquids and radioactive materials.

6.4 Electronic equipment

For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

6.5 Smoking

Smoking is strictly prohibited on all Grafair flights.

7. The flight, cancellation, force majeure

7.1. Performance of the flight is subject to all necessary authorizations, including permissions to start, overfly and land, being obtained.

7.2 Grafair reserves the right to at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar aircraft or cancel the flight without further liability to the Passenger in the event that the carriage cannot be completed in accordance with Passenger's requirements due to war, warlike events, civil war, civil unrest, riots, strikes, lockouts, quarantine, terrorist actions, adverse weather conditions or other force majeure of any nature, technical reasons, accidents with aircraft, or due to other factors over which Grafair has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the pilot in command or of Grafair's personnel ("Force Majeure Event"). Where Grafair cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, Passenger shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to Passenger.

7.3 In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the reasonable opinion of Grafair, Grafair reserves the right to cancel the contract of carriage without liability to Passenger. In this case, Grafair shall credit the Passenger with an amount corresponding to the flight in question minus all expenses already incurred.

7.4 Grafair shall not be liable for any damage or loss of any nature whatsoever to Passengers arising from any delay arising as a result of a Force Majeure Event.

8. Notice pursuant to Annex to EC Regulation 2027/97 Notice pursuant to the annex to EC regulation 2027/97 as amended by EC regulation 889/02

8.1 Liability of Grafair and/or actual carrier for Passengers and their baggage This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

(a) There is no maximum sum in terms of liability in case of Passenger death or injury. For cases of personal injury up to SDR 113,100 (equivalent sum in local currency), Grafair and/or actual carrier cannot contest claims for compensation. In case of claims greater than this amount, the contractual and/or actual carrier can defend itself by proving that its actions were not negligent or otherwise at fault.

(b) If a Passenger is killed or injured, Grafair and/or actual carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximate amount in local currency).

(c) Grafair and/or actual carrier is liable for damages caused if Passengers are delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 4694 (equivalent sum in local currency) (EN Official Journal of the European Communities 30.5.2002 L 140/5). Any possible liability under EC regulation 261/2004 remains unaffected.

(d) The contractual and/or actual carrier is liable for damages caused if baggage is delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by baggage delay is limited to SDR 1131 (equivalent sum in local currency).

(e) Grafair and/or actual carrier is liable for the destruction, loss or damage to baggage up to a sum of SDR 1131 (equivalent sum in local currency). In case of checked baggage, if the baggage was not damaged prior to carriage, the company is liable even if it is not at fault. With regard to hand baggage, Grafair and/or actual carrier is only liable if its actions are negligent or otherwise at fault.

9. Privacy Policy

Please visit <http://www.grafair.se/en/privacy-policy/>

10. Applicable Law and Legal Venue

The contractual relationship between the Passenger and Grafair shall be governed by the laws of Sweden, irrespective of the Passenger's nationality.

Grafair Flight Management AB

Flygplatsinfarten 1

168 67 Bromma

Sweden

AOC No.: SE-030

VAT No.: SE5565 7832 8801

Accountable manager: Filip Wikström

THANK YOU FOR FLYING GRAFAIR FLIGHT MANAGEMENT