



luxaviation S.A.

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1 Carrier is luxaviation S.A.
- 1.2 Charter is the contract between the Carrier and the Charterer.
- 1.3 Charterer is any person, firm, or body corporate chartering or offering to charter, including but not limited to any broker, agent or intermediary, any aircraft from the Carrier.
- 1.4 Flight Schedule is the place of departure, place of destination and any stopping points, together with any indications of departure and arrival times, agreed between the Carrier and the Charterer.
- 1.5 Montreal Convention is the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999.
- 1.6 Passenger is the person to whom the ticket is issued and who actually takes the flight. In some situations the Charterer and the Passenger may be one and the same person, in such event, any reference herein to the Charterer shall be deemed to refer directly to the Passenger.
- 1.7 Passenger Flight Schedule is the document of carriage which constitutes the ticket, as provided under Warsaw and/or Montreal Convention, as applicable.
- 1.8 Warsaw Convention is the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case the Guadalajara Convention of 1961.

2. APPLICABILITY

2.1 These General Terms and Conditions of Business, as amended from time to time are part of any contract with the Carrier.

2.2 Any derogation from these General Terms and Conditions of Business and any changes shall only become effective after the written confirmation of the Carrier.

2.3 The Charterer agrees to provide these General Terms and Conditions of Business to the Passengers for their agreement.

3. CONCLUSION OF THE CONTRACT

Charter orders can be made via fax, email or similar media. The Charter order made by the Charterer is first checked by the Carrier. Subsequently, the Carrier will send a charter

order form, communicating the terms of the Charter to the Charterer via fax or email or similar media. The Charterer shall verify the Charter Order Form as quickly as possible and indicate any errors, discrepancies or omissions immediately. The offer is constituted by a duly agreed Charter Order Form being received by the Carrier signed by the Charterer's duly authorised representative. The Charter is then concluded when the Carrier confirms the terms of the Charter to the Charterer.

4. AIRCRAFT AND CREW

4.1 The Carrier shall provide for the Charterer's use an aircraft, manned and equipped for the performance of the Flight Schedule.

4.2 The Carrier shall be entitled at any time to substitute the aircraft by one of more aircraft suitable for the agreed flight.

4.3 If the aircraft shall for any reason (whether before or after the commencement of the Flight Schedule) become unavailable or incapable of undertaking or continuing all or part of the Flight Schedule and the Carrier for any reason does not substitute the aircraft, the Carrier shall not be under any liability to the Charterer, except for such liability applicable by the governing law regarding passenger's rights. In such event, the Charterer, shall remain liable to pay for any performed part of the Flight Schedule.

4.4 The Carrier shall be entitled to change or cancel the Flight Schedule at any time for considerations of safety or technical reasons. Any additional costs incurred for such reasons shall be reimbursed by the Charterer.

4.5 The Carrier shall only be liable for any additional costs thus incurred if The Carrier has acted willfully wrongly or with gross negligence.

5. CAPITAN'S AUTHORITY

The Captain of the aircraft shall have absolute discretion:

- a) to refuse any Passenger (s), baggage, mail or any part thereof.
- b) in particular refuse a Passenger without a reservation, or cancel or divert a flight if the conduct of a Passenger (s) is deemed to adversely affect the safety of the aircraft or anyone carried therein. In such event, the Charterer shall pay the contractual charter fee, plus any extra costs incurred for the measures taken to address such situation.



- c) to decide what load may be carried on the aircraft and how it shall be distributed
- d) to decide whether and when a flight may be safely undertaken and where and when the aircraft should be landed.
- e) to take all necessary safety precautions.

6. TRANSPORTATION, TRAVEL DOCUMENTS AND PERMISSIONS

The Charterer shall ensure that the Passengers have all travel documents, including visas and any exist and entry permissions required, before take-off.

The Charterer shall be responsible to ensure that the Passengers fulfill the customs and passport provisions, any provisions of the applicable health authority and all other applicable laws and regulations of the countries where they are going to embark and disembark. The Charterer shall be responsible for any costs incurring from the non-compliance with such requirements and regulations.

7. TICKETS

Provided that the flight is carried out in the name of the Carrier, the Carrier shall be responsible for issuing tickets to all Passengers and baggage checks. The Passenger Flight Schedule which shall be annexed to the charter order form constitutes the ticket, as provided under Warsaw and/or Montreal Convention, as applicable.

The Charterer shall give to the Carrier in good time all information (including but not limited to passenger lists, their baggage and other details) and assistance required to complete such documents and issue them on time. The Charterer shall be responsible for all information to be correct and complete, as well as for damages resulting from the incorrect and or incomplete information.

Where the Carrier delivers Passenger tickets and/or baggage checks to the Charterer or its agent for distribution to Passengers, the Charterer shall deliver the said tickets and/or baggage checks to the Passengers promptly on receipt and shall indemnify the Carrier against all liabilities and costs resulting from any failure by the Carrier to effect such delivery.

8. LOADING, UNLOADING AND PACKING

a) Subject as otherwise provided in the charter order form, loading and unloading of the aircraft shall be at the expense of the Carrier.

b) Charges for ground transportation, warehouse, handling, custom clearance and any other related charges shall be at the expense of the Charterer.

c) The Charterer guarantees that any mail or luggage to be transported does not contain items which could endanger the aircraft or persons and that their transport is not prohibited by the laws, regulations or other applicable provisions.

d) Subject as otherwise provided in the charter order form, baggage size and weight of the baggage and hand baggage is limited by the space and the maximum weight capacity of the baggage compartments.

e) No animals shall be transported, unless in the event of a special agreement, which shall be evidenced in writing in the charter order form.

9. USE OF UNUSED CAPACITY

The Carrier shall be entitled at its own discretion and without compensation to the Charterer to use any unused capacity and any part of the Flight Schedule, unused by the Charterer.

10. CHARTER PRICE AND TERMS OF PAYMENT

10.1 Subject to otherwise stipulated in the charter order form, the charter price shall not include:

- a) The costs for transporting Passengers from and to any airport, if applicable
- b) The costs for any visa and customs checks, customs fees and other duties to be paid other than the fees provided above in connection with the Passenger and the luggage
- c) Royalty fees
- d) De-icing
- e) Particular catering requests, as it may be demanded by the Passenger from time to time.
- f) Any additional charge reasonably related to a change of Air Traffic Control (ATC) slots
- g) Further expenses and charges resulting from any alteration of the Flight Schedule as demanded by the Charterer and/or Passenger, as applicable
- h) Exceptional cleaning costs

10.2 Changes in the costs included in the charter price due to circumstances beyond the control of the Carrier, such as an increase of duties after the conclusion of the charter contract and before the end of the Flight Schedule, shall entitle the Carrier to raise the charter price accordingly.

10.3 The charter price and any additional costs as may be stipulated in the charter order form shall be payable before the start of the Flight Schedule, except for unexpected charges which shall be invoiced after the Flight Schedule.



10.4 A non-payment by the due date as it may be indicated in the charter order form, or if no date is provided therein, then the same date as the date of the start of the Flight Schedule, shall entitle the Carrier to cancel the Flight Schedule without liability of the Carrier to the Charterer and/or Passenger, and without prejudice to the Carrier's right to claim any unpaid monies to the Charterer and/or Passenger.

11. INTEREST ON DELAYED PAYMENT

Late payments shall include interest on the amount of 10% per week from the date of the invoice to the actual date of payment.

12. DELAYS

The provisions of Montreal or Warsaw Convention shall apply, together with any applicable European legislation related to passenger rights. Particularly, Passengers shall be compensated and assisted in the event of denied boarding and for cancellation or long delay flights, in accordance with the applicable law.

The Charterer shall reimburse the Carrier for any extra charges and costs incurred if the aircraft is kept waiting beyond the contracted departure time because the booked Passengers or their baggage are not available on time for the scheduled departure, or if any travel documents are missing due to act or omissions by the Charterer or Passenger.

13. CANCELLATION

The Carrier shall have the right to terminate the Charter immediately in the event of:

- a) insolvency proceedings are instituted on the Charterer's assets
- b) the Charterer fails to pay the charter price in time
- c) a force majeure event, including but not limited to an unforeseen aircraft on the ground (AOG), prevents the flight from being carried out; or
- d) the Luxembourgish or any appropriate authorities have advised that the destination may result in a threat for the aircraft and/or Passengers.
- e) No availability of Air Traffic Control slots, even after the conclusion of the Charter and particularly if the Flight Schedule cannot be modified for any reason whatsoever.

In such events, the Carrier is not obliged to provide for a replacement flight and the Carrier shall be under no further liability to the Charterer by reason of such cancellation. Charterer shall pay the charter price for the part of the Flight Schedule which has been performed.

Cancellations by the Charterer have to be in writing and can be conducted by email, fax or text message. If the Charterer cancels a Flight Schedule with the Carrier, before the scheduled departure, the Charterer shall pay a cancellation fee as follows:

- After confirmation:
 - 10% of the agreed rate
- 24 up to 48 hours before take-off:
 - 50% of the agreed rate
- less than 24 hours before take-off:
 - 80% of the agreed rate

The time of the receipt of the written cancellation shall govern the applicable charge. If the Charterer cancels a Flight Schedule which was to be performed with a third party aircraft that the Carrier has organised, the applicable fee of the third party shall be invoiced in full to the Charterer. The Carrier expressly reserves the right to file any additional claims.

14. TRANSPORTATION OF DANGEROUS GOODS AND ANY OTHER OBJECTS

No dangerous goods that may endanger the aircraft or Passengers shall be carried on board. Passengers shall, prior to boarding the aircraft, check their carry-on and checked baggage versus the list of forbidden items provided (ANNEX 2).

15. LIABILITY

To the extent permitted by law, the Carrier shall not be liable for cancellation or delay of a flight arising especially from events beyond its control, included but not limited to natural disasters, weather conditions, unforeseen aircraft on ground incidents, airport closure, political unrest, hindrances caused by the authorities or third parties, strikes, war and war like situations. Furthermore, the Carrier shall not be liable for the actions of other aircraft operators, security clearance, handling companies and their agents or for personal belongings left onboard by the Passenger.

The Charterer shall be held liable for any damage caused to the inside or outside of the aircraft by Passengers, without the Passenger's fault being proved. The Charterer's liability is independent of the Passenger's liability.

The exclusion and limitation of liability of the Carrier shall apply analogously to the Carrier representatives, employees and any other person whose aircraft the Carrier uses, including its representatives and employees.

16. GOVERNING LAW AND JURISDICTION

The contract referred to in Article 3 and these General Terms and Conditions of Business shall be governed by and construed in accordance with the Laws of Luxembourg, together with any applicable international regulation, included but not limited to Warsaw and/or Montreal



Convention and the European legislation. In the event of any dispute, the courts in Luxembourg shall have jurisdiction.

ANNEX 1: EU NOTICE REQUIREMENT

This is a notice required by European Community Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002).

This notice shall not be used to interpret the provisions of Montreal Convention and it does not form part of the contract between the Carrier(s) and the Passenger. No representation is made by the Carrier(s) as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air 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 16000 SDRs (approximate amount in local currency).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximate amount in local currency).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximate amount in local currency).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints regarding baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.



ANNEX 2: Carriage of Dangerous Goods (extracted from OM-A)



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9.3 Guidance For Carriage Of Dangerous Goods In Hand- Or Travel Luggage

The following table originates from IATA Dangerous Goods Regulations. With exception to the items below, dangerous goods may not be transported in luggage checked-in or carried by passengers and crew members.

Lithium batteries or pyrotechnically devices are entirely prohibited

Permitted in or as personal luggage					
Permitted in or as checked-in baggage					
Permitted if carried for personal use					
The airline's permission is required					
The captain has to be informed about the loading position					
YES	YES	-	NO	NO	Alcoholic beverages with less than 70 % if carried in containers of less than 5 l.
YES	YES	YES	NO	NO	Non-radioactive medical or cosmetic items (including Aerosol), as long as the total net amount of all items carried by an individual does not exceed 2 kg or 2 L and the total net amount of each individual item does not exceed 0,5 l or 0,5 kg (see Remark 1)
YES	YES	NO	NO	NO	Per passenger or crew member not more than one curling tong containing gaseous hydrocarbon , provided the safety cap is safely attached to the heating element. These curling tongs may not be used on board at any time. Refuelling cartridges for these devices are permitted neither in personal luggage nor in checked-in baggage.
YES	YES	-	YES	NO	Not more than 2 kg solid carbon dioxide (Dry Ice) per passenger in personal luggage for perishable goods which are not concerned by these regulations, provided the packing allows the gaseous carbon dioxide to escape (see Remark 2)
NO	NO	YES	NO	NO	Safety matches or one lighter for personal use carried on person. Lighters with liquid fuel, fuel or gas refill cartridges for lighters are permitted neither on person nor in any baggage. Exception: Lighters with liquid gas.
YES	YES	YES	NO	NO	Small carbon dioxide cylinders being used by the passengers for artificial body parts, also spare canisters of equal size, as long as they can be considered as reasonable amount for the duration of the journey.
NO	NO	YES	NO	NO	Implanted heart pace makers containing radioactive items like plutonium batteries or radio pharmaceuticals being in a person's body for medical treatment.
YES	YES	-	YES	NO	gaseous oxygen or air in small cylinders for medical purposes
NO	YES	NO	YES	NO	Hand weapons in safety containers for purposes of sport (Class 1.4S) for personal use, if the total gross amount per passenger does not exceed 5 kg. Ammunition with explosive or flammable bullets is excluded. In case of several passengers the permitted gross amount may not be combined in one or more containers.
NO	YES	-	YES	NO	Wheel Chairs or battery powered transportation devices with protected batteries (see packing instruction 806 and special instruction A67), provided the battery is not connected, the battery poles are isolated against short circuit and the battery is safely attached to the device.
NO	YES	-	YES	YES	Wheel Chairs or transportation devices with liquid batteries
YES	NO	-	YES	YES	A thermometer containing mercury being transported by a public weather office or similar agency (see Remark 3)
YES	YES	YES	YES	NO	Small carbon dioxide cartridges in a self inflating life jacket and a spare cartridge
YES	NO	NO	YES	NO	Devices developing heat like high intensity scuba flashlights and soldering iron
YES	YES	YES	NO	NO	A small medical or clinical thermometer for personal use containing mercury, provided it is in a protective casing



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Permitted in or as personal luggage					
Permitted in or as checked-in baggage					
Permitted if carried for personal use					
The airline's permission is required					
The captain has to be informed about the loading position					
NO	YES	NO	YES	NO	YES
					Small oxygen generators for personal use

Remark1: "Medical or cosmetic article" includes items like hair spray, perfume and Eau de Cologne.

Remark2: For transportation as checked-in luggage the airline's permission is required.

Remark3: The Barometer has to be in a solid container and in a sealed, shock resistant bag, which is resistant to mercury. The inner sealing must be sufficient to prevent mercury from leaking, regardless of the barometer's position

NOTE:

Wheel Chairs / Transportation Devices with Leak-proof Batteries

Wheelchairs and other electrical transportation devices with leak-proof batteries provided the battery is not connected, the battery poles are isolated against short circuit and the battery is safely attached to the device.

Wheel Chairs / Transportation Devices without Leak-proof Batteries

Wheel chairs and other electrical transportation devices with wet batteries provided the device may be loaded and transported in an upright position, the battery is not connected, the battery poles are isolated against short circuit and the battery is safely attached to the device. If the device may not be loaded transported and unloaded in an upright position, the battery has to be removed from the device and the device can be handled as checked-in baggage. The battery removed has to be transported in a strong packing as follows:

- the packing has to be leak-proof and resistant to battery liquid, protected against moving on a pallet or in the cargo bay (it is not allowed to prevent the battery from moving by blocking it with other cargo or baggage),
- the battery has to be protected against short circuit, stand upright in the packing, be protected against motion and must be packed with sufficient amounts of absorbent material that the complete content of the battery may be absorbed, and
- the packing has to be labeled with battery, wet, with wheelchair or battery, wet, with mobility aid and marked with the DG-labels for corrosive materials.

The commander has to supervise the loading position of a wheelchair or mobility aid with attached battery or of the packed battery. It is recommended that passengers discuss transportation with the company in advance. Furthermore non leak-safe batteries should be equipped with leak-safe caps.