

## Terms and Conditions

The following General Terms and Conditions are part of the any charter-flight offer. Changes to these terms are valid only when confirmed in writing by Nomad Aviation AG.

### 1. Scope

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 this quotation or confirmation.

If subcontracted aircrafts are used, Nomad Aviation AG acts only as intermediary between the Operator and the Customer.

The flight is subject to slots, traffic rights and parking.

Passenger details need to be received 60 hours prior to flight to avoid penalties which are charged at cost plus disbursement fee.

Passengers are asked to provide Nomad Aviation AG with the contact details of a person who Nomad Aviation AG is to contact in the event of an emergency/unforeseen circumstance to the Passengers. Nomad Aviation AG shall use such information only in the event of an emergency/unforeseen circumstance. Without contact details Nomad Aviation AG will contact the charter broker.

## 2. Validity of booking

A booking is considered made and valid if

- a) effected verbally (e.g. by phone) or written (e.g. by email, fax) by the Customer; and
- b) a written (by email or fax) confirmation and invoice is sent by Nomad Aviation AG to the customer and constitutes a contract of carriage between the Customer and the Operator.

## 3. Parties

Notwithstanding to the above, a Signature of this quotation or confirmation shall, in the absence of any prior agreement to the contrary, be signed by both the Customer's passengers, whether personally or through the agency of the Customer, and Nomad Aviation AG to confirm reception and agreement to the schedule and the General Terms and Conditions. The Customer acknowledge on behalf of its passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer's individual passengers and the Operator, notwithstanding the issue to them of a passenger ticket by Nomad Aviation AG.

## 4. Time frame

A quotation shall, prior to acceptance thereof and the constitution thereby of a contract, remain open to acceptance for three weeks.

## 5. Aircraft specific

This quotation or confirmation is aircraft specific and therefore subject to aircraft availability. Nomad Aviation AG 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 can be found Nomad Aviation AG reserves the right to cancel the order.

## 6. Currency

This quotation or confirmation is stated in the currency as indicated on page 1. This quotation or confirmation is subject to exchange rate fluctuations. For the purpose of this quotation or confirmation the exchange rate used is that of the date of this quotation or confirmation.

## 7. Fuel Price

This quotation or confirmation is subject to industry and related fuel price fluctuations.

## 8. Inclusive

This quotation or confirmation includes the following:

- Aircraft costs including crew, fuel and maintenance
- Air navigation and airport charges
- Crew S&T allowances
- Crew meals, accommodation and surface transportation
- In-flight catering
- Passenger and cargo insurances and taxes

## 9. Exclusive

This quotation or confirmation excludes the following:

- Fuel and Insurance Surcharges
- De-Icing/hangarage costs (if necessary or desired)
- Special catering requests exceeding standard VIP catering
- Penalties if passenger details are received less than 60 hours prior to flight

- Any other special requirements such as passenger ground transportation, satellite phone usage (if available), etc
- Certain aircraft feature onboard internet. Should passengers wish to make use of such internet / WIFI services, an upfront security deposit will be required and the actual data volume used will be invoiced after the flight

Additional costs incurred related to the above will be invoiced separately after the flight and are to be reimbursed to Nomad Aviation AG by the Charter Client within 5 (five) business days.

#### 10. En-route changes or delays

Should there be any en-route changes or delays as a result of the Customer's or the Customer's passengers' changed requirements; compliance with the requirements of international law, national legislation or subordinate legislation; unserviceability of the aircraft beyond Nomad Aviation AG or the Operator's reasonable control; safety of the aircraft or its crew and/or safety of the Customer or its passengers; any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Customer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. Nomad Aviation AG and/or the Operator shall not be liable for any damages to the Customer or its passengers arising from any such delay.

#### 11. Passenger and Cargo Entry Documents

Nomad Aviation AG 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 such costs.

#### 12. Terms of Payment

The customer shall make a down-payment of 30% of the charter amount upon signing the charter contract. The remaining amount is payable at the latest 1 week prior to departure by bank transfer to the bank account indicated on the invoice.

#### 13. Passenger Baggage

Passenger baggage weight is limited for flight safety reasons and varies in between aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

#### 14. Prohibited or Dangerous Goods

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 Nomad Aviation AG and/or the Operator on request.

#### 15. Smoking

Smoking may be prohibited on some flights depending on the individual aircraft and/or the Operator.

#### 16. Indemnification

The Customer hereby indemnifies Nomad Aviation AG and/or the Operator from any claim or damage which Nomad Aviation AG and/or the Operator may suffer from the flight, other than claims or damage caused by Nomad Aviation AG's own negligent or wilful misconduct.

#### 17. Variance

Should any terms of this quotation or confirmation be at variance with any charter; aircraft operations management; air transport; operations services; or charter agency agreement already concluded and signed between the Customer and /or the Customer's passengers and Nomad Aviation AG, the terms of such agreement shall prevail over these terms.

#### 18. Severability

Should any one or more clauses of these terms 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.

#### 19. Applicable Law

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

## Cancellation Policy

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

- From booking until 45 days before departure: 10%
- 44-10 days before departure: 40%
- 9-5 days prior to departure of first flight: 60%
- 4-2 days prior to departure of first flight\*: 70%
- 1 day and later prior to departure of first flight\* or No show: 100%

\*Should a positioning flight to the point of departure be necessary, then the mentioned cancellation fee period will be considered from time of cancellation until the date of departure of such positioning flight.

If a trip (partially or complete trip) has to be cancelled the date of the first flight is relevant for counting the days of the cancellation fee; and the total amount of the trip is the base for the cancellation fee.

The cancellation fees of a third party carrier shall be applicable and invoiced if the customer cancels a charter which was organized by Nomad Aviation AG.

## Your Acceptance

I herewith accept this offer and the conditions described above. By the signature below, I accept, acknowledge and agree to the General Terms and Conditions of Carriage of Nomad Aviation AG:

\_\_\_\_\_  
Name, Position

\_\_\_\_\_  
Company

\_\_\_\_\_  
Location, Date

\_\_\_\_\_  
Signature

If you have any questions, feel free to contact us anytime on +41 58 800 0800 or e-mail us to [fly@nomadjet.eu](mailto:fly@nomadjet.eu). We are looking forward to your answer.

Thank you again for entrusting us with your charter flight inquiries.

## Alla Zakutajeva Ischi

Sales

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