



SALE CONDITIONS

- 1- Our general conditions of sale are accepted by the customer as of signature of this contract.
- 2- Phenix Aviation is engaged to provide to the Customer, in addition to the hiring of the plane and its crew the material and personnel necessary to the implementation of this contract. If the aircraft designed to accomplish the flight is inalienable due to technical problem or a lack of crew, it returns to Phenix Aviation responsibility for the substitution of this aircraft by another, with capacities, performances and installations as close as the original aircraft.
- 3- Schedules envisaged and accepted by the customer are only indicative. Whole or part of the flight could be modified or cancelled due to safety of air traffic, weather conditions, authorisations and in case of absolute necessity.

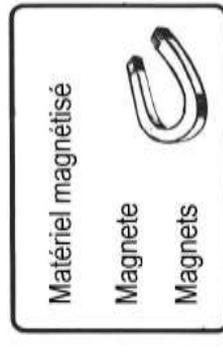
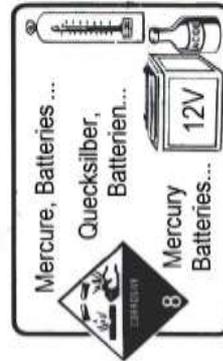
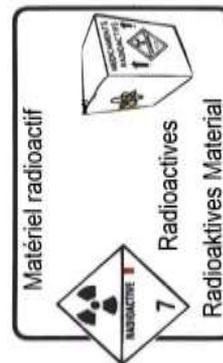
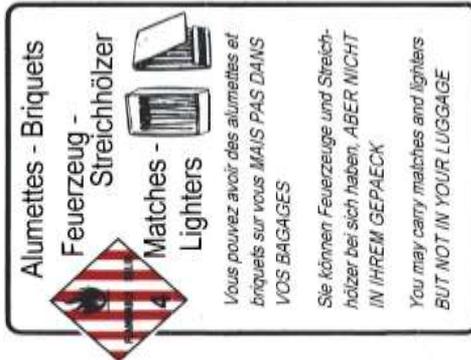
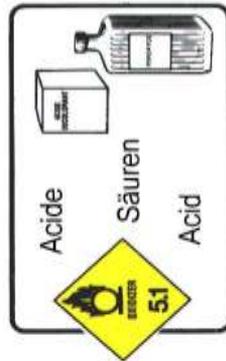
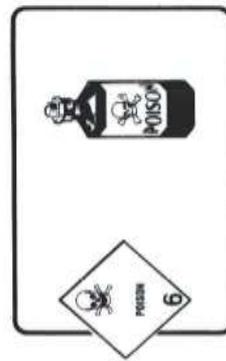
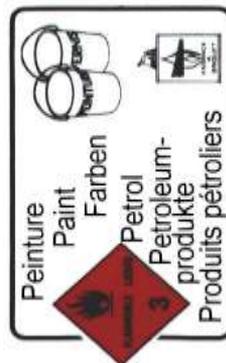
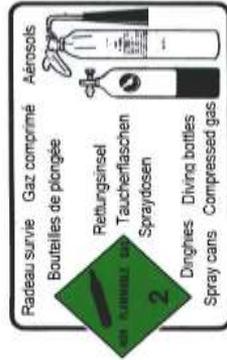
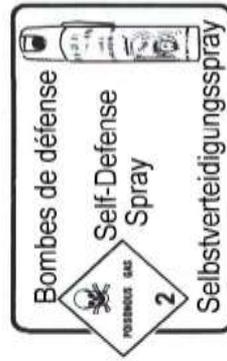
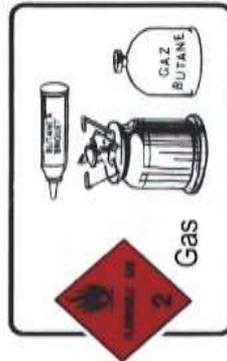
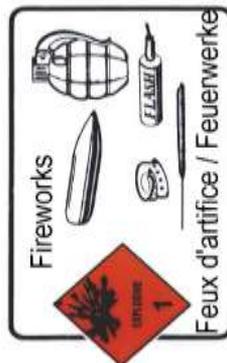
In event of diversion for one of the preceding reasons, the outlays relating to the aircraft are the responsibility of the company. Those inherent with the repatriation of the passengers or the goods or the luggage are the responsibility of the customer, the amount of the flight remaining completely sure to Phenix Aviation.

In case of prohibition of takeoff emanating from the aeronautical authorities or police, for weather reasons, technical or different, Phenix Aviation could not be held responsible. It is engaged to take agreement with the customer to defer the flights not carried out or for if required refunding the hours of flight not carried out. In all cases of prohibition, those could not be a fact of contract rupture, except in case of total impossibility to continue. Consequently, the partial executions of the orders given by the customer will be invoiced in report/ratio of the hours of flight carried out. Phenix Aviation is a only judge of non respect of the schedules for weather or technical reasons.
- 4- Phenix Aviation takes care of the various authorizations necessary for the over flight of the routes. The customer is responsible for the supply to the authorities, of the official documents relating to the passengers and the goods. The customer agrees to support all the consequences of non respect of the supply of these documents, including the payment of fines paid for this reason by the company.
- 5- the company states to ensure the aircraft chartered, according to the convention of WARSAW, the passengers or the goods being able to guarantee itself separately and complementarily in addition. In the event of flight subcontracted with a company third, the incurred responsibilities and insurances are jointly assumed by Phenix Aviation and his subcontractor.
- 6- All complaints must be carried out immediately after the flight and be confirmed under 24 hours by mail recommended with acknowledgement of delivery. Beyond that, the result of the contract is accepted by the customer.
- 7- Any service not envisaged with the contract will be invoiced as complementary to the tariff in force.
- 8- the non respect of engagement of payment on behalf of the customer will involve with his expenses all actions necessary to the full covering of the sums due as well as perception of financial legal penalties by Phenix Aviation.
- 9- Some goods and items are not allowed to be carried on board, see Appendix A.
- 10- If case of cancellation by the customer before the departure of the flight, this one would be indebted below in Phenix Aviation of the following sums: 30 % of the amount of the sale for any cancellation recorded after confirmation, 75% of the amount of the sale for any cancellation recorded from the 7th day to 48 hours before the departure, 100% of the amount of the sale for any cancellation recorded less than 48 hours before the departure.
- 11- In the event of dispute, the courts of Le Havre (76) are only qualified.

DANGER - GEFAHR

Ne transportez pas de **Tragen Sie keine Gefahrgüter** Do not carry dangerous goods
 matières dangereuses sur **bei sich oder in Ihrem Gepäck.** on yourself or in your luggage.
 vous ou dans vos bagages.

Exemples:



Beispiele:

Exemples:

Renseignez-vous auprès de Premiair *Informieren Sie sich bei Premiair wenn* Call Premiair if you have doubts
 si vous avez des doutes sur vos bagages. *Sie Zweifel über Ihr Gepäck haben.* about the contents of your luggage.