

## SC AVIATION, INC. TERMS & CONDITIONS

**BINDING AGREEMENT:** These General Terms and Conditions are referenced in and incorporated into the "Quote Sheet(s)". When the Quote Sheet(s) are signed by the customer that is identified therein or below ("Customer") and returned to SC Aviation, Inc. ("Company"), the Quote Sheet(s) and these General Terms and Conditions shall constitute a legally binding agreement between the Customer and Company (together, the "Agreement").

**CANCELLATION POLICY:** Customer understands that reserving this aircraft prevents Company from using such aircraft for any other revenue producing trips, and that in the event that Customer cancels this trip, Company will suffer damages and potential lost revenue. In the event Customer cancels this trip, Customer agrees to pay cancellation fees, not as a penalty but as liquidated damages, as follows:

**NON-PEAK (DOMESTIC AND INTERNATIONAL)**

Within 48 hours of scheduled departure (50%) of the quoted amount will be charged  
Within 24 hours of scheduled departure (100%) of the quoted amount will be charged

**PEAK TRAVEL (DOMESTIC AND INTERNATIONAL)**

(Nov 15 thru Jan 15 & Feb 10 thru Feb 20)

Within 5 days of scheduled departure (50%) of the quoted amount will be charged  
Within 2 days of scheduled departure (100%) of the quoted amount will be charged

**EMPTY LEGS & DISCOUNTED ONE WAY TRIPS (Are NEVER guaranteed)**

ALL Empty Leg(s) & Discounted One Way(s) must be prepaid at the time of booking

ALL Empty Leg(s) & Discounted One Way(s) Trips are NOT guaranteed and can change or cancel at ANY time, in the event of a cancellation prepaid funds are returned

**GUARANTEED ONE WAY TRIPS NON-PEAK TRAVEL (DOMESTIC AND INTERNATIONAL)**

Within 96 hours of scheduled departure (100%) of quoted amount will be charged  
ALL guaranteed one ways must be indicated in writing on the quote

**GUARANTEED PEAK TRAVEL ONE WAY TRIPS**

(Nov 15 thru Jan 15 & Feb 10 thru Feb 20)

5% of the quoted amount is due at time of booking

Within 7 days of scheduled departure (100%) of the quoted amount will be charged  
ALL guaranteed one ways must be indicated in writing on the quote

**AIRCRAFT SUBSTITUTION:** Company reserves the right to change tail numbers on like sized, class or type of aircraft within their fleet at any point in time. Company shall use its best efforts to minimize or avoid tail number changes whenever possible. The Lear 31 and Lear 35 are interchangeable within the Company fleet.

**CATERING, GROUND TRANSPORTATION OR SPECIAL REQUESTS:** Any catering, ground transportation or special requests that Company must arrange for Customer will incur a \$50 handling and coordination charge, in addition to the actual cost of the items requested and or services requested. Any special requests (stocking any specific drinks or snacks etc.) that the Company doesn't carry as standard onboard stock will result in the item being catered.

**PRICES & PAYMENT TERMS:** Non-cash payments will be invoiced with a 3.0% convenience fee that is not included in the quoted price. Customer agrees to pay the Total Charge shown on the Quote and the charges for services described in the comment section, plus all other fees, costs and charges provided for therein or herein. All such amounts shall be payable in advance unless other financial arrangements have been made. When applicable, additional charges shall apply and may be billed after completion of the trip, including, without limitation, those for landing or ramp fees, international fees and taxes, catering, flight phone use, ground transportation, hangar fees, de-icing, etc., or other items or changes requested by Customer or passengers if provided by Company. In no event, will payments be due later than the time specified in any invoice. Payments made after the due date shall accrue and include interest on the unpaid balance at the rate of the lesser of 1-1/2 percent per month or the maximum rate permitted by law. Customer understands and agrees that Company may, but shall not be obligated to, require payment from any passengers in the event that Customer fails to make timely payment to Company. If Company takes any action to collect any amounts due or payable under the Agreement from Customer or its passengers or to enforce any of Company's legal rights under this Agreement, Customer and passengers shall pay, upon demand, any

collection expenses and the reasonable attorneys' fees, costs and expenses incurred by the Company in such effort.

**ITINERARY CHANGES & FLIGHT CANCELLATIONS:** It is Customer's sole responsibility to notify Company of all itinerary changes and/or flight cancellations in advance of the scheduled flight. The Customer may notify the Company by fax, email or telephone. However, itinerary changes and/or flight cancellations are not valid unless or until acknowledged by an authorized Company representative.

**DELAY OR TERMINATION OF TRIP:** Customer acknowledges and agrees that a charter trip may be delayed or terminated under certain circumstances, including, without limitation, a Force Majeure Event (as defined below) or a Safety of Flight Determination (as defined herein). The Pilot In Command of the aircraft will be in complete charge and control of the aircraft at all times and if, in the Pilot In Command's sole judgment, the safety of flight may be jeopardized, then the Pilot In Command may terminate a flight or refuse to commence it (a "Safety of Flight" Determination). Except for a delay or termination caused by Customer or any passengers, if a trip is cancelled or terminated prior to completion, including because of a Force Majeure Event or Safety of Flight determination, then Customer will be responsible for all costs attributable to transportation performed and such transportation as may be necessary to return charter passengers to their original airports of departure. Company will arrange for a replacement charter aircraft to complete Customer's scheduled itinerary only if requested by Customer, and in such circumstances, Customer agrees to pay for such replacement aircraft costs, including any additional cost for positioning the replacement aircraft to or from Customer's departure or arrival location.

**FORCE MAJEURE:** Company shall not be deemed to be in breach of its obligations hereunder or under any charter agreement or have any liability for any delay, cancellation or damage in connection with any of the services arising in whole or in part from any acts of God, acts of nature, acts of civil or military authority, strike or labor dispute, crewmember illness or unavailability, mechanical failure, lack of essential supplies or parts or for any cause beyond the control of Company "Force Majeure Event". Client will be responsible for all costs, up until the mechanical issue occurred, including positioning legs.

**CONFIDENTIALITY:** Except where authorized by Customer or passengers, where necessary for regulatory, safety or emergency situations, or where required by law or regulation, Company will not disclose any private or confidential information regarding Customer, its passengers or the departure/destination to third parties. Company considers its pricing to be confidential information and Customer agrees to keep it Confidential.

**PASSENGER IDENTIFICATION & DOCUMENTATION:**

1. **DOMESTIC FLIGHTS:** Each passenger 18 years of age and older will be required to present a government issued photo ID at each departure in order to satisfy Transportation Security Administration requirements. Passengers under the age of 18 must be vouched for by a parent or guardian.

2. **INTERNATIONAL FLIGHTS:** Customer is responsible for ensuring all passengers have all required travel documentation including passports and visas-for each flight. All documents required for international travel must be presented to the flight crew for review before boarding.

**PASSENGER MANIFEST CHANGES:** Only manifested passengers are permitted on board the aircraft. To avoid departure delays, passenger manifest changes must be communicated in advance to Company by calling 866-290-9999.

**BAGGAGE:** If Customer provides/brings more luggage than will fit in the aircraft, Company will ship excess items at Customer's expense.

**LIMITATION OF LIABILITY:** Customer agrees that Company, its parent and their affiliates and their respective officers, directors, shareholders and employees shall not be responsible or liable under any circumstances to Customer or others for any lost profits or any indirect, special or consequential damages under the Agreement or arising from any charter operations. Customer further agrees that Company's parent and affiliates and their respective officers, directors, shareholders and employees shall not be responsible or liable under any circumstances to Customer or others under the Agreement or arising from any charter operations.

**DAMAGES BY PASSENGERS:** Customer shall be responsible (and liable to Company) for any damages caused by passengers to the aircraft or otherwise in connection with any charter operations under the Agreement.

**HAZARDOUS MATERIALS & WEAPONS:** Company does not carry any items considered Hazardous Materials (HAZMAT) by the Department of Transportation. You may not bring weapons aboard the plane without prior arrangements.

**CHARTER SERVICES:** So long as Customer is in compliance with the Agreement, Company will operate flights for Customer in accordance with and subject to the terms and conditions of the Agreement. The flights will be operated by Company to transport the passengers in accordance with the provisions of FAR Part 135. Company's pilots shall be in command of the aircraft at all times, shall be entitled to make all decisions regarding the boarding (or refusal to board) any passengers and acceptance or rejection of any baggage for flight.

**CHOICE OF LAW, JURISDICTION AND VENUE:** The Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin without regard to its conflict of laws principles. Company and Customer and its passengers hereby consent and submit to the personal jurisdiction of the state and federal courts located in or encompassing Green County, Wisconsin in connection with any disputes or controversies arising from or under the Agreement or the enforcement thereof and any charter operations; and Company and Customer and its passengers further consent to the venue of those courts for any such matters. By signing below, Customer hereby agrees to pay Company in accordance with the Quote Sheet(s) and further understands and agrees to all of the above General Terms and Conditions. Undersigned represents and warrants that he/she has the authority to sign the Agreement on behalf of Customer and to bind Customer to the Agreement.

**PAYMENT OPTIONS:**

I authorize SC Aviation to bill the credit card immediately for the quoted amount plus a 3.0% convenience fee that is NOT included in the quoted price. Any additional charges such as but not limited to catering, ground transportation, hangar expense and deicing will be charged upon completion of the trip to the credit card listed. Any charges which may be received by SC Aviation at a later date will be charged to the credit card when received.

By Wire transfer (funds must be received two business day prior to departure, otherwise a credit card must be charged) a credit card is still required to secure any related services

Pre-approved credit terms arranged (SC Use Only \_\_\_\_\_)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WIRE TRANSFER INFORMATION:**

SC Aviation, Inc.

Bank: BMO Harris Bank

111 W. Monroe St., Chicago, IL 60603

Account: 1498717 / ABA Routing Number: 071000288 / SWIFT Code: HATRUS44