

TERMS AND CONDITIONS

1. The Client (whose name is indicated on the first page of this quotation) hereby books the flight(s) described in the first page of this quotation (the "**Flight(s)**") on the specific aircraft described in the first page(s) of this quotation (the "**Aircraft**") from the operator of the Aircraft, Sparfell Luftfahrt GmbH, or Sparfell Luftfahrt SRL, or Sparfell Malta Ltd, or Sparfell France SAS, or Skyside GmbH (the "**Carrier**"), represented by Sparfell Airways SA ("**Sparfell**"); Sparfell acts herein in a capacity as agent of, in the name and on behalf of, the Carrier). Accordingly, the Carrier and the Client hereby conclude a carriage agreement (the "**Carriage Agreement**"), which shall be governed by this quotation (including these Terms and Conditions). The Carrier's obligations under the Carriage Agreement shall be subject to the approval of the Flight(s) by the owner of the Aircraft. Upon receipt of such owner approval by the Carrier, Sparfell will send a flight brief to the Client (a "**Flight Brief**"). Neither the Carrier nor Sparfell shall bear any liability if the owner of the Aircraft refuses its approval. In such case, Sparfell's sole obligation shall be to reimburse the Price (as defined below) (to the extent already received from the Client) to the Client.
2. All requests to be made, and all documents or information to be provided, by the Client and/or the Passengers to the Carrier in connection with the Flight(s) shall be made/provided through Sparfell.
3. By executing this quotation (whether by hand or by electronic signature) or by accepting it in any other manner (in particular by confirming the Flight(s), whether orally or in writing, and/or by paying the Price), the Client accepts these Terms and Conditions and confirms that it has submitted this quotation (including these Terms and Conditions) to all passengers which are to be carried on board the Aircraft during the Flight(s) (the "**Passengers**") and that they have accepted the same. The Client shall cause all Passengers to comply with this quotation (including these Terms and Conditions). No variation of this quotation (including these Terms and Conditions) shall be effective unless agreed in writing by Sparfell; the Client shall not be entitled to assign its rights and/or obligations hereunder to any person without Sparfell's prior written consent. The Client (as indicated on the first page of this quotation) shall be personally liable for compliance with this quotation (including these Terms and Conditions) even if it only acts as an intermediary and/or as agent for an end customer (in such case, the end customer shall be jointly and severally liable with the Client).
4. The total price indicated on the first (or second) page of this quotation (the "**Price**") includes exclusively:
 - I. Landing and overflight fees;
 - II. Fuel;
 - III. Crew night stop and crew allowances;
 - IV. Handling agent services; and
 - V. Standard catering and bar.
5. Save for those additional services expressly mentioned and priced on the first page(s) of this quotation, the Price excludes any additional services (the "**Additional Services**"), in particular:
 - I. Ground transportation (taxi and limo, etc.);
 - II. Insurance overcharge for certain countries;
 - III. Special catering requests;
 - IV. Deicing charges (including for ferry flights for positioning and repositioning of the Aircraft);
 - V. VIP lounges; and
 - VI. Satcom phone calls and internet usage (if available onboard the Aircraft). Ground transportation requested by the Client shall be arranged by Sparfell, acting in this respect as agent of, in the name and on behalf of, the Client. The Additional Services will be additionally invoiced to the Client and payable by the Client immediately upon receipt of a corresponding invoice from Sparfell.
6. The Client shall bear any taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Client and/or the Passengers hereunder) or otherwise in connection with the Flight(s).
7. The Client acknowledges and agrees that this quotation (as executed by the Client or accepted by it in any other manner in accordance with article 3) shall constitute a debt acknowledgment from the Client with respect to the Price and the Cancellation Fees (as defined below) for the purpose of article 82 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (RS 281.1).
8. Unless otherwise provided on the first (or second) page of this quotation, the Client shall pay, and Sparfell must receive, the Price before the departure of the first Flight (Sparfell will send a corresponding proforma invoice to the Client; the final invoice will be sent after the Flight(s)). The Price can be paid by wire transfer or credit card (subject to a surcharge of 3%). At any time after the acceptance of this quotation by the Client, Sparfell shall be entitled in its sole discretion to request the payment of the Price to be guaranteed by credit card. All payments to be made by the Client or any Passenger hereunder shall be made without deduction, set-off, counterclaim or withholding whatsoever. Sparfell's bank details are the following:
 - o Bank: UBS SA, Rue des Noirettes 35, 1227 Carouge, Switzerland
 - o Beneficiary: Sparfell Airways SA, Chemin des Papillons 18, PO Box 512, 1215 Geneva, Switzerland
 - o EUR Account
 - IBAN: CH04 0024 0240 3031 4260 F
 - Swift: UBSWCHZH80A
 - Account Number: 240-303142.60F
 - o CHF Account
 - IBAN: CH89 0024 0240 3031 4200 N
 - Swift: UBSWCHZH80A
 - Account Number: 240-303142.00N
 - o USD Account
 - IBAN: CH30 0024 0240 3031 4261 T
 - Swift: UBSWCHZH80A
 - Account Number: 240-303142.61T
9. Before the first Flight, Sparfell will send a (new) Flight Brief to the Client, indicating in particular the Flight(s) number(s) (containing the ICAO code of the Carrier) and the registration mark of the Aircraft. The Client and the Passengers acknowledge and agree that all information regarding the Flight(s) which is provided in this quotation and/or any Flight Brief (in particular the handling agent, the crew, the departure and arrival times) may be changed at any time by the Carrier (in particular at the time of issuance of any new Flight Brief by Sparfell), without the Carrier or Sparfell incurring any obligation or liability to the Client or the Passengers. Any new Flight Brief issued by Sparfell shall supersede any previous Flight Brief.

10. In case the Client or the Passengers cancel the Flight(s) (no partial cancellation shall be possible), the following cancellation fees shall be immediately due and payable by the Client to Sparfell, along with any costs incurred by the Carrier or Sparfell in connection with any Additional Services (collectively, the "Cancellation Fees"):
 - I. Cancellation received by Sparfell more than 10 days prior to the departure of the first Flight: 25% of the Price;
 - II. Cancellation received by Sparfell between 10 and 7 days prior to the departure of the first Flight: 30% of the Price;
 - III. Cancellation received by Sparfell between 7 and 3 days prior to the departure of the first Flight: 50% of the Price;
 - IV. Cancellation received by Sparfell between 3 days and 24 hours prior to the departure of the first Flight: 80% of the Price;
 - V. Cancellation received by Sparfell less than 24 hours prior to the departure of the first Flight, or at any time before if the Aircraft has already been positioned to the point of departure: 100% of the Price.
11. In case of failure or delay by the Client and/or the Passengers to comply with any of their obligations hereunder (in particular in case of delay by the Client in the payment of the Price or delay or no show by the Passengers) for any reason whatsoever, Sparfell and/or the Carrier shall be entitled in its/their sole discretion to treat such failure or delay as constituting a cancellation of the Flight(s) entitling Sparfell to the payment of the applicable Cancellation Fees. The Passengers shall arrive at the airport sufficiently in advance to be ready (and on board with their luggage) at the departure time of the Flight (and in any case at least on the meeting time indicated in the Flight Brief).
12. Without prejudice to Sparfell's (and the Carrier's) rights under article 11, should there be any changes or delays (whether before or during the Flights) as a result of compliance with the requirements of applicable law and regulations or of any authority; the Carrier's failure to obtain any airport slots, traffic rights, take-off, overflight, landing and parking permissions; the Client's or Passengers' changed requirements (which Sparfell and/or the Carrier may accept or decline in its/their sole discretion); the behavior or physical or mental condition of any Passenger; any force majeure event (including weather conditions); any mechanical failure or unserviceability of the Aircraft; any order from the owner of the Aircraft; the safety of the Aircraft, crew and/or Passengers; any decision of the pilot in command of the Aircraft; any other cause beyond the reasonable control of the Carrier (collectively, "Adverse Events"), neither the Carrier nor Sparfell shall have any liability and the Client shall bear and reimburse to Sparfell and the Carrier (through Sparfell) any additional costs arising from such changes and/or delays (including the costs of arranging an alternative aircraft within the Carrier's fleet or with any other carrier, Sparfell acting in such second case in the name and on behalf of the Client, it being understood that Sparfell shall have no obligation to arrange such alternative aircraft). If any Flight is diverted due to any Adverse Event and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in this quotation and/or the Flight Brief, the Flight shall be deemed completed and the Passengers shall be solely responsible for reaching their destination at their or the Client's costs (no refund or indemnity shall be granted by Sparfell or the Carrier). If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event attributable to the Client or any Passenger (in particular, the conduct of any Passenger), Sparfell shall be entitled to the payment of the Cancellation Fees as if the Flight had been cancelled by the Client or the Passengers, plus any additional costs (whether incurred by the Carrier or Sparfell) caused by such Adverse Event. If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event which is not attributable to the Client or any Passenger (and no alternative aircraft is arranged), Sparfell shall refund to the Client all payments previously received with respect to such Flight, other than any cost incurred by the Carrier or Sparfell as a result of said cancellation or termination and the costs attributable to I. any positioning flight already performed or to be performed (in particular to reposition the Aircraft at its home base), II. all Flights theretofore performed and III. such flight(s) as may be necessary to return the Passengers to their original airport of departure (for which Sparfell shall have the right to charge the Client).
13. The Client and any Passenger shall be jointly and severally liable for, and shall indemnify and hold Sparfell and the Carrier, their respective shareholders, partners, group companies, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person (including any owner, lessee or financier of the Aircraft) (collectively, including Sparfell and the Carrier, the "Indemnitees") harmless against, any direct or indirect damage:
 - I. Which the Client, any Passenger or any Passenger's animal may cause to any Indemnitee, to the Aircraft or to any other asset in connection with the Flight(s);
 - II. Which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or on board the Aircraft or during any ground transportation;
 - III. Which may result out of or in connection with the Carriage Agreement;
 - IV. Which may result out of or in connection with any breach by the Client or any Passenger of the terms hereof or any other agreement; or
 - V. Which may result out of or in connection with any breach by the Client or any Passenger of any applicable laws, regulations, orders, demands and travel requirements (including immigration and customs regulations) or of the Carrier's rules and instructions pertaining thereto.Without prejudice to the generality of the foregoing, the Client shall be liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from any Passenger or any related third party.
14. The number of pieces of luggage is limited according to the type of the Aircraft. Passengers are responsible for their luggage and shall make sure that their luggage does not include any prohibited, regulated or dangerous goods (Sparfell will provide guidance upon request). The transport of weapons and munition for leisure is subject to the Carrier's prior written consent.
15. Passengers are responsible for the obtention and validity of their travelling documents (including any required visas). The Client and the Passengers shall comply with all applicable laws and regulations.
16. The Client shall indicate to the Carrier the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to the Carrier all information and documents related to the Passengers as may be requested by the Carrier (through Sparfell) including any PNR Data. "PNR Data" shall mean the passenger name record (PNR) data, including the Client's name (as person providing the information and/or making the booking) and the Passengers' names, genders, addresses, dates and places of birth, passport details (nationality, number and date of expiry), contact phone numbers, emergency contact details, the date of reservation, the travel itinerary, information concerning luggage and any changes to the foregoing.

17. All personal data with respect to the Client and the Passengers will be collected and processed by Sparfell in accordance with Sparfell's Privacy Policy which is available on the following website: www.sparfell.aero the "**Privacy Policy**"). The Client hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Client further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof. Without prejudice to the generality of the foregoing:
 - I. The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, Sparfell to collect and transfer PNR Data to the Client, to the Carrier and to any service providers (whether directly or through the Carrier) such as airport operators, handling agents, limousine companies, insurance companies or other companies, to the extent such transfer is necessary for the performance of the Flights and/or the provision of any Additional Services.
 - II. For security and immigration purposes, authorities of certain countries may require that the Carrier transfers to them specific travel data related to the Passengers and the Passengers' journey. The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, Sparfell and the Carrier to transfer to these authorities any required PNR Data.
 - III. The Client and the Passengers acknowledge and expressly agree that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Client's and/or the Passengers' home country.
 - IV. The Client further expressly authorizes, and confirms that the Passengers expressly authorize, Sparfell and the Carrier to collect and exchange information on the preferences and tastes of the Client and the Passengers (including catering specific requests) in order to improve the quality of the service rendered to the Client and the Passengers (Sparfell may in particular communicate such information to any future carrier of the Client and/or the Passengers).
 - V. Sparfell does not assume liability for any breach of any data protection regulation by the Carrier and neither Sparfell nor the Carrier assumes liability for any breach of any data protection regulation by any person or authority to which Sparfell and/or the Carrier may transfer personal data of the Client and/or the Passengers. The Client and the Passengers hereby waive any and all claims and remedies against Sparfell and the Carrier.
18. Sparfell only acts as an intermediary between the Carrier and the Client. The Carriage Agreement is entered into between the Carrier (represented by Sparfell) and the Client. Sparfell does not act as air carrier (in particular, Sparfell does not act as contracting or actual carrier) and does not provide air transportation services with respect to the Flight(s). Sparfell does not assume liability for any damage due to any action or omission of the Carrier or third parties or occurring out of or in connection with the Flights, whether incurred by the Client or by the Passengers. Without prejudice to the generality of the foregoing, Sparfell shall not bear any liability (and shall in particular not reimburse the Price or any other amount to the Client or the Passengers) if the Carrier ceases activity or goes bankrupt before the departure of the Flight(s). To the maximum extent allowed by applicable law, any liability of the Carrier and Sparfell (and their respective shareholders, partners, group companies, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns) for any damage arising out of or in connection with the Flight(s), this quotation (including these Terms and Conditions) and Sparfell's (and the Carrier's) services hereunder is excluded. Subject to any compulsory provision to the contrary of any applicable law or regulation, the Client and the Passengers shall not have any rights or remedies against Sparfell and the Carrier other than those expressly set out in these Terms and Conditions.
19. This quotation (including these Terms and Conditions) (and the Carriage Agreement) shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of law provisions.
20. Any dispute, controversy, or claim arising out of, or in connection with, this quotation (including these Terms and Conditions) (and/or the Carriage Agreement), including the validity, invalidity, breach, or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland (subject to the right to appeal to the Swiss Federal Court), to which the parties hereby irrevocably agree to be submitted. The foregoing shall not prevent Sparfell and the Carrier to sue the Client and/or the Passengers before any other competent court.
21. The choice of law and jurisdiction clauses above are subject to any compulsory provision to the contrary of any applicable law or regulation, in particular, with respect to the Carrier, the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929, as amended or supplemented from time to time (the "**Warsaw Convention**"), the Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999, as amended or supplemented from time to time (the "**Montreal Convention**"), and the Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, as further amended or supplemented from time to time (the "**EC Regulation**").

FLIGHT QUOTATION



Notice to the Passengers

(According to Art. 3 para. 1 lit. c of the Warsaw Convention, Art. 3 para. 4 of the Montreal Convention and Art. 6 para. 2 of the EC Regulation)

The Warsaw Convention, the Montreal Convention and/or the EC Regulation may be applicable to the Passengers' journey and these instruments govern and may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

Where the Montreal Convention or the EC Regulation applies, the limits of liability are in principle as follows:

1. There are no financial limits in respect of death or bodily injury. For damages above 128,821 SDRs per Passenger, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
2. In respect of destruction or loss of, or damage to, or delay in respect of, baggage: 1,288 SDRs per Passenger in most cases.
3. In respect of damage occasioned by a delay to the journey: 5,346 SDRs per Passenger in most cases.

Where the Warsaw Convention applies, the limits of liability are in principle as follows:

1. In respect of death, bodily injury or damage occasioned by a delay to the journey: 16,600 SDRs per Passenger in most cases.
2. In respect of destruction or loss of, or damage to, or delay in respect of, baggage: 17 SDRs per kilogram for checked baggage and 332 SDRs per Passenger for unchecked baggage.

Regardless of which Convention/Regulation applies to the journey, the Passenger may benefit from a higher limit of liability for destruction or loss of, or damage to, or delay in respect of, baggage by making at check-in a special declaration of the value of the baggage and paying any supplementary fee that may apply. Alternatively, if the value of the baggage exceeds the applicable limit of liability, the Passenger should fully insure it prior to travel.

Summary of the provisions on air carrier liability 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, in case these instruments are applicable to the Passengers' journey.

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 128,821 SDRs 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 16,000 SDRs.

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 5,346 SDRs.

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 1,288 SDRs.

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,288 SDRs. 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 on 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 7 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 2 years from the date of arrival of the Aircraft at destination, or from the date on which the Aircraft ought to have arrived.

Basis for the information

FLIGHT QUOTATION



The basis for the rules described above is the Montreal Convention, which is implemented in the Community by the EU Regulation and national legislation of the Member States.