

General Terms and Conditions

Changes to these terms are valid only when confirmed in writing by swiss-acm. Should an aircraft be chartered from another operator, the conditions of carriage of that operator apply together with the regulations of that operator's resident country as well as the regulations of the Warsaw Convention and the Montreal Convention on 28 May 1999, as the case may be. These general terms and conditions are exclusively governed by and constructed in accordance with the laws of Switzerland (without reference to the conflict of law principles thereof.). Any disputes arising from or in connection with the present contract shall exclusively be submitted to the ordinary courts of the Canton of Zurich / Switzerland subject to appeal to the Swiss Federal Court in Lausanne.

- I 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.
- II swiss-acm GmbH reserves the right to at any time provide the customer with another similar aircraft should the offered/booked aircraft be unavailable. swiss-acm may charge all extra costs arising there from to the charterer. swiss-acm shall, however, notify the charterer in writing of the amount of all such extra costs prior to execution of the flight. The charterer is thus entitled to cancel the flight within 24 hours as from receipt of such notification without any charge. In case a sub-charter aircraft will be used, the Terms and Conditions of their operators apply together with the regulations of the country they are based in as well as the Montreal Agreement.
- III swiss-acm takes absolutely no responsibility with regard to visa requirements or entry documents of its passengers or with regard to other custom law related entry barriers.
- IV The confirmed departure-, arrival- and flight times are estimated times. swiss-acm always will do the utmost to comply with the confirmation. Delays caused by flight safety and flight technical reasons may occur. swiss-acm may not be held responsible for these delays by its customers or any third party.
- V The confirmed price includes: aircraft costs including crew and fuel, air navigation and airport charges, catering, passenger insurance and passenger taxes. The price excludes: War-risk insurance, de-icing, special catering wishes such as special Champagne, special wine, caviar and special spirits and cost for the extension for opening hours and all sat com conversation.
- VI Passenger baggage weight and number is limited for flight safety reasons and varies in between aircraft type. Items whose carriage is prohibited by the applicable laws and regulations of the country of departure or destination or which may endanger the safety of the aircraft will not be accepted.
- VII The captain of the aircraft shall be exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters during the flight, take off and landing. In particular, he shall make the decisions referred to in VI above in compliance with the applicable law and aircraft industry regulations.

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Switzerland

VIII Due to the prepayment condition the client has to transfer the 100% of amount not later than one day before departure, without any deductions and received on the account of swiss-acm according to the payment plan, which is stipulated on the invoice. Failing to comply with the payment plan on the invoice will void the contract and no more obligations from swiss-acm towards the client will be due. No reminder will be provided from swiss-acm to charterer.

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

Upon signing the contract	10% of the total amount
9-7 days prior to departure	20% of the total amount
6-3 days prior to departure	40% of the total amount
3-1 days prior to departure	60% of the total amount
< 24 hours prior to departure	80% of the total amount
--- No Show ---	100% of the total amount

In addition swiss-acm reserves the right to charge costs such as positioning flights, ground services, crew costs, permission fees and other preparation costs to the charterer.

X The customer shall not be entitled to set-off the price claim of swiss-acm towards the customer, which arises of this contract, against any other claim he may have for any reason towards swiss-acm.

We appreciate your business

Please confirm the booking with your signature and with that you will agree with conditions as stipulated. Please return the signed paper by fax or scanned by e-mail

With kind regards

Confirmed

SWISS-ACM Team

Name _____

Company _____

Date _____

Signature

swiss-acm ltd.
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8058, Zurich Airport
Switzerland