

# General Terms of Carriage – Version 28/08/2024

Together with the Flight Confirmation, the following General Terms of Carriage (hereinafter referred to as "GTC") form an integral part of the Passenger contract between the Passenger and Jet Aviation Business Jets AG (hereinafter referred to as Jet Aviation or the Air Transport Operator). Modifications to the GTC are only valid with the written mutual consent and confirmation of Jet Aviation. This GTC shall apply to all services being rendered by Jet Aviation and supersedes any prior representation by Jet Aviation in any advertising, catalogues, written documents and/or the webpage of Jet Aviation or any prior agreements between the Contracting Entity or Passenger and Jet Aviation whether written or oral.

## Definition

"Contracting Entity" means the legal entity or individual having booked the flight described in the Flight Confirmation either for his own account as Passenger, or for the account of third Passengers.

"Flight Confirmation" means the confirmation of the flight to be operated by the carrier issued to by the carrier to the client.

"Luggage" which is equivalent to baggage, mean such Passengers belongings necessary or appropriate for wear, use, comfort or convenience in connection with their trip. Unless otherwise specified, it must include both checked and uncheck baggage of Passengers.

"Passenger" means any person, except crew members, requested to be carried in an airplane operated by and with the consent of Jet Aviation, by the Contracting Entity.

## Carriage of Passengers

The air carriage of Passengers on the basis of the contract with Jet Aviation is subject to the international and national regulations applicable to the individual case and, in particular, to the 1999 Montreal Convention, for example, or, insofar as this is not applicable, to the Warsaw Convention in its Hague Protocol version and the Montreal Protocol No. 2, as well as to EC Regulation 2027/97 (as amended in EC Regulation 0889/2002) and the Swiss Ordinance on Air Transport (Verordnung über den Lufttransport - LTrV).

Jet Aviation makes every reasonable effort to convey Passengers and their Luggage both efficiently and punctually. However, according to the applicable law and considering flight safety, the permissible weight of Luggage and the number of Luggage item for every specific flight is the captain in command's sole and binding decision. The departure and arrival time and also the flight time are specified in the Flight Confirmation or elsewhere but cannot be guaranteed. If necessary, Jet Aviation can change or cancel the landing destinations and intermediate stops listed on the flight ticket or Flight Confirmation, without prior notice. In particular, Jet Aviation does not assume any liability for catching connecting flights. The applicable mandatory regulations under international and Swiss law are reserved, insofar as these give rise to further reaching liability.

The pilot in command of the flight will be in complete charge and control of the aircraft, its crew, Passengers and their baggage at all times. If, in the pilot in command's sole discretion, safety of flight may be jeopardized, then the pilot in command may terminate a flight or cancel it, and Jet Aviation reserves the right to charge the Passenger for the full flight and any additional costs.

For security reasons, Passengers are not permitted to have the following articles/materials in or as their Luggage: briefcases/attached cases with built-in alarm systems, lithium batteries and/or pyrotechnical

materials; explosives, ammunition, fireworks and flare signals; gaseous substances (combustible, incombustible, frozen or toxic); inflammable liquids, such as liquid gas for lighters, paints and solvents; highly inflammable materials, substances with a high danger of spontaneous ignition or substances that develop combustible gases when in contact with water; oxidizing substances; toxic and infectious substances; drugs; radioactive materials; etching agents such as mercury; magnetized materials and other materials on the list of the IATA Dangerous Goods Regulations. Excluded are medical appliances, toiletries, smoking requisites (with the exception of fuel lighters) and alcoholic drinks where Passengers are transporting these in small quantities and solely for their personal use. For examples reference is also made to Annex 1 which is attached hereto and shall be an integral part of the GTC.

### **Carriage of minors**

Infants and children may be carried on an aircraft seat in a separate child's seat. The Passenger must personally attach the child's seat to the aircraft seat with the available seatbelt. The child's seat must be suitable for use on board an aircraft. Otherwise Jet Aviation is entitled to refuse to carry the child's seat in the cabin. Jet Aviation is not liable for the consequences if the Passenger attaches the child's seat incorrectly, if it is defective or if the instructions of the crew are not followed. The pilot in command of the flight may, in his/her sole discretion, terminate or cancel a flight due to the child's behavior, medical condition or psychological condition and Jet Aviation shall have the right to charge the Passenger for the full flight and any additional costs.

Damages caused by the child's seat in and to the aircraft and its interior may be charged to the Passenger.

The crew may require the Passenger to provide evidence of their right to carry a minor if e.g. their surname does not show that they are related. If the Passenger cannot provide this evidence, Jet Aviation will only carry the minor at its discretion.

Jet Aviation is not liable if a minor is carried without the consent of its legal representative.

### **Jet Aviation as Travel Agent**

In the event that a charterer appoints Jet Aviation as its travel agent to arrange for charter transportation and ancillary services on suitably qualified aircrafts, each qualified air carrier and any aircraft provided be reasonably selected by Jet Aviation and will be approved by Jet Aviation based on industry standards and on criteria specifically determined by Jet Aviation.

In the event that Jet Aviation appoints a third party charterer as its travel agent to arrange for charter transportation and ancillary services, any terms and conditions which may be in force between Jet Aviation and the third party charterer company shall be flowed down to the Passenger with regard to Passenger obligations and penalties.

### **Damage to Aircraft**

Passenger agrees to reimburse Jet Aviation for all costs and expenses incurred by Jet Aviation, the qualified air carrier or the aircraft's owner in connection with any loss or damage to the charter aircraft which is caused by the negligence or misconduct of the charterer or Passengers, its employees, agents or guests; barring normal wear and tear which is exempt.

### **Limitation of Liability**

To the fullest extent permitted hereunder, the liability of Jet Aviation for any damages caused to the Contracting Entity, Passenger, and/or the Passenger's Luggage shall be precluded, regardless of the legal basis, unless Jet Aviation is compulsorily liable because of its own direct gross negligence or intentional misconduct. If any aircraft is managed by Jet Aviation, our liability in the event of death or physical injury arising out of the charter of such managed aircraft is duly limited on the basis of the applicable statutory provisions.

Contracting Entity and Passenger shall indemnify and hold Jet Aviation (including its shareholders, or any of its, or their, directors, officers or employees) free and harmless from and against any and all third party claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees that may be advanced against Jet Aviation for any legal reason whatsoever in connection with the services provided by Jet Aviation to the Contracting Entity or Passenger and to assume any and all expenses and costs that may be incurred by Jet Aviation due to such claims.

To the fullest extent permitted under the applicable law, Jet Aviation shall in no circumstances be liable for any consequential loss nor for special damages, indirect damages, including but not limited to loss of profits, loss of revenue or loss of use, alternate lift, diminution of value, even if either Party is informed of the possibility of such damages. To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

In the event that Jet Aviation sub-charters to a third party provider, the respective air carrier shall be solely responsible for the quality of its work and services, for all injuries to persons, including death, and all physical damage to property occurring on account of or in connection with the performance of its services in full compliance with applicable statutory provisions. Liability in the event of damage to Luggage and lateness are also the responsibility of the respective air carrier in compliance with applicable statutory law. Furthermore, the Passenger hereby undertakes to discharge Jet Aviation from any third party claims that may be advanced against Jet Aviation for any legal reason whatsoever in connection with such claim.

All exclusions of liability and limitations of liability in favor of Jet Aviation similarly apply to its employees, agents and representatives.

## Aircraft

Jet Aviation reserves the right, even without advance notification, to make available a similar aircraft at the same price for agreed flights, if the aircraft offered/booked is not available for reasons beyond Jet Aviation's reasonable control or for technical reasons. In the event no substitute aircraft can be found, Jet Aviation is entitled to rescind the respective carriage contract.

## Travel documents and entry regulations

Passengers are aware that they are responsible for ensuring that they have the necessary valid travel documents and visas for entering their destination. Jet Aviation does not assume any responsibility for compliance with the regulations governing Passenger entry. If Jet Aviation has to pay fees or fines for missing documents or visas, the Passenger or charterer shall be obliged to hold Jet Aviation fully harmless in this respect and shall also pay Jet Aviation an appropriate compensation for the inconveniences resulting thereof.

The parties agree, that in pursuing the GTC, and in performing under them once effective, the Passenger will fully comply with all customs laws, regulations, and policies. Passengers are aware that they are responsible for ensuring compliance with applicable customs regulations and that they do not carry any prohibited items. Passengers shall inform Jet Aviation sufficiently in advance of any flight to enable Jet Aviation to inform customs authorities. Jet Aviation does not assume any responsibility for compliance with the customs regulations. If Jet Aviation has to pay fees or fines to custom authorities, the Passenger or charterer shall be obliged to hold Jet Aviation fully harmless in this respect and shall also pay Jet Aviation an appropriate compensation for the inconveniences resulting thereof.

## **Prices and taxes**

Jet Aviation only accepts credit cards (VISA and MasterCard) on an exceptional basis. In such event Jet Aviation reserves the right to demand a fee of 3% of the total amount.

The prices offered are subject to industry and related price fluctuations.

The Passenger shall bear, hold harmless and indemnify Jet Aviation for any and all taxes, governmental charges and fees incurred and payable in any country in connection with a booked flight. All fees, taxes and other charges imposed by third parties with regard to Passengers or their use of services are owed by the Passenger in addition to the fares.

## **Cancellation fees**

Our cancellation terms are as follows:

Upon Flight Confirmation	10% of the full amount
13-9 days before departure	20% of the full amount
8-6 days before departure	30% of the full amount
120-48 hours before departure	50% of the full amount
47-24 hours before departure	80% of the full amount
< 24 (no show) hours before departure	100% of the full amount

Empty leg cancellation terms are as follows:

Upon Flight Confirmation	50% of the full amount
< 7 days before departure	100% of the full amount

The cancellation of the carriage contract shall be in writing to be valid and accepted by Jet Aviation.

## **Delay of Passengers**

Jet Aviation will use its best efforts to wait for Passengers for up to 30 minutes after the scheduled departure time (the "Grace Period"). If the Passengers do not show up within the Grace Period, Jet Aviation will cancel the flight according to Clause 10 as a "no show."

## **Termination**

Termination/cancellation of the flight can occur at any given time at Jet Aviation's absolute discretion if:

It is necessary for reasons of safety or security or to avoid a breach of regulatory or statutory condition in the state in which the flight departs or lands or whose airspace is used or;

If the carriage may endanger the safety or health or not insignificantly impair the well-being of the crew, including but not limited to a risk (real or assumed) of infection of Covid-19 ; or

the Passenger has refused to submit to a security check; or

the contracting party has not paid the contractually agreed fare shown in the Flight Confirmation; or

the Passenger is not in possession of valid travel documents; or

the Passenger intentionally damages the interior and/or exterior of the aircraft; or

the Passenger harasses one or more crew members in a sexual or otherwise unacceptable way such measure is necessary to avoid a conflict with the rules of states of take-off, overflight and destination or;

the Passenger's personal conduct, condition or state of health or state of mind is of a kind that could indicate that the person suffers from infectious illness or;

the person requires special support from the airline which cannot be granted by the captain, or if such support would cause disproportionate inconvenience or;

the person causes substantial or repeated annoyance, or his / her presence will be intolerable to other Passengers or;

the person exposes himself /herself, other persons or objects to danger.

If a Termination occurs for one of the aforementioned reasons, all claims to carriage and/or damages in lieu are expressly excluded and Jet Aviation shall have the right to charge the Passenger or the Contracting Entity for the full flight and any additional costs.

### **Operational changes**

Extra costs due to necessary and/or requested operational changes caused by the Passenger may be charged at a later date. In case such operational changes shall cause the cancellation of a booked flight, the cancellation fees pursuant of Clause 10 shall apply.

### **Specifics**

The flat rate (or fixed price) does not include the following costs:

1. Insurance surcharges for countries that are excluded from the regular insurance policy;
2. Extra charge for any costs due to weather conditions or any flight delays or diverted landings determined by Air Traffic Control or other relevant authorities;
3. De-icing charges;
4. Special catering such as, for example, caviar or special wines and spirituous beverages;
5. Charges for limousine transfers, taxis, etc.;
6. Any communication fee, including but not limited to, e.g. fee for SatPhone and Wi-Fi;
7. Costs and charges for extending opening hours;

### **Terms of payment**

Jet Aviation will only carry out flights after having received the signed GTC and advance payment of the agreed cost of transport to the following bank account:

Bank: Credit Suisse, Paradeplatz, 8070 Zürich, Schweiz

Clearing No.: 4835

Swift: CRESCHZZ80A

Account No. CHF: 400191-41      IBAN: CH35 0483 5040 0191 4100 0

Account No. EUR: 400191-42-28      IBAN: CH21 0483 5040 0191 4202 8

Account No. USD: 400191-42      IBAN: CH98 0483 5040 0191 4200 0

### **No set-off or counterclaim**

All payments by the Passenger under the GTC respectively the carriage contract shall be made without setoff or counterclaim whatsoever unless a Passenger's claim against Jet Aviation is accepted in writing by the Jet Aviation or is based on an enforceable verdict rendered by a court of competent jurisdiction.

## Personal Data

Authorities of certain countries may require that Jet Aviation transfers to them specific travel data related to the Passenger's journey for security and immigration purposes. Jet Aviation is authorized to transfer to such authorities so-called Passenger name record (PNR) data, including but not limited to, Passenger's name, date of birth, home address, contact phone numbers, information on travel partner, date of reservation, ticket issuance, payment information and travel itinerary, information concerning baggage, changes to the PNR etc. Data could be transferred to countries where the data protection is not equivalent to that provided in the home country of the Passenger.

## Invalidity of contractual provisions

If one or more clauses of the present terms are illegal or not enforceable, the remaining provisions shall still remain binding.

## Force Majeure

Neither party to this GTC shall be deemed to be in breach of its obligations (except duty to pay on time) hereunder or have any liability for any delay or cancellation caused in whole or in part from any acts of nature, civil or military authority, terrorism or threat thereof, strike or labor dispute, damage to or loss of aircraft, mechanical failure, lack of essential parts or supplies, or any cause beyond the control of such party; provided, however, that if a flight is terminated prior to completion, due in whole or in part to any such cause, then Jet Aviation shall charge Passenger only the cost attributable to transportation theretofore arranged and performed by qualified air carrier.

## Compliance with laws

The parties agree, that in pursuing the GTC, and in performing under them once effective, they will fully comply with all laws, regulations, and policies of their respective countries, including the US "International Traffic In Arms Regulations" ("ITAR") and applicable anti-bribery laws.

## Applicable law and place of jurisdiction

The parties hereto agree that this provision and the GTC, all transactions executed hereunder and all relationships between parties in this connection shall be construed under, governed and interpreted in all respects exclusively by the laws of Switzerland, with the exception of the collision standards as per Swiss international law (IPRG: Swiss Federal Law on International Private Law).

Any disputes arising from or in connection with the carriage contract between the Passenger and Jet Aviation, including the formation and validity of said contract, shall be subject to the exclusive jurisdiction of the Commercial Court of the Canton of Zurich, Switzerland.

Place/date: \_\_\_\_\_ Company and signature: \_\_\_\_\_

## ANNEX 1 TO GENERAL TERMS OF CARRIAGE

### DANGEROUS GOODS



THIS LIST IS NOT COMPLETE



#### CAUTION:

Due to fire risk of electronic cigarettes (e-cigarettes) they have to be carried in the hand Luggage and placed in the cabin only, not stored in the Luggage compartment. \*)

Passengers are reminded of the necessity to immediately inform the cabin crew in the event a device is damaged, hot, produces smoke, is lost, or falls into the seat structure.

\*) in accordance with International Civil Aviation Organization (ICAO) Electronic Bulletin (EB) 2014/074 AN 11/2.1 "Dangerous Goods Carried by Passenger and Crew — Incidents Related to Electronic Cigarettes" dated 10 December 2014. Federal Aviation Administration (FAA) Safety Alert for Operators (SAFO) 15003 "Fire Risk of Electronic Cigarettes (e-cigarettes) in Checked Baggage" dated 22 January 2015.