



## General Terms and Conditions of Business

Q1 2018

The following General Terms and Conditions (hereafter called "GTC") form an integral part of each Transport Contract between the passenger/customer and Swiss Global Jet Management Ltd. and/or Jet Pool Network Luftverkehrs GmbH, AT.AOC.118, respectively (hereafter "Jet Pool Network Group" as "JPN Group"). These GTC always apply in connection with a Charter Confirmation. Changes and/or supplements to these GTC are only valid if the JPN Group has expressly approved and accepted them in writing.

### General

These GTC are applicable to all flights and additional services for which a contract has been concluded with JPN Group. These GTC are applicable between JPN Group as Operator (Air Transport Operator) and the customer/passenger irrespective as to whether the transport contract has been concluded directly with the passenger or via an agent/broker. Furthermore, the air carriage of passengers and the contract of carriage are in each subject to the international or national regulations applicable to each individual case and in particular to the Montreal Convention of 28 May 1999 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 the EC Regulation 2097/97 (in terms of the changes to the EC Regulation 889/2002). These conventions and regulations govern in particular the liability limits of the Air Transport Operator.

### Availability / Empty Legs

Should the offered/booked aircraft not be available, JPN Group reserves the right (in agreement with the passenger) to provide the passenger with an alternate, similar aircraft from within JPN Group's fleet for transportation at the same cost (conditions). Should no similar aircraft be available within JPN Group's fleet, JPN Group reserves the right to cancel the order. All quotations are subject to availability at time of booking and to all traffic rights. JPN Group reserves the right to utilize so-called Empty Legs which are available on the booked flight and are in connection with a flight order and to sell them to a third party without a refund to the customer/passenger.

### Price

The prices offered are net and do not include any commission. The prices include all aircraft related costs (i.e. crew, fuel, air navigation fees, airport charges etc., unless charged separately) and passenger insurance and taxes. The use of the SAT Phone and Internet will be charged separately. Any applicable war risk insurance surcharge is not included and will be charged separately at cost to the customer. JPN Group reserves the right to charge for special wishes (i.e. caviar, special wines and spirits) in excess of our usual high-quality VIP catering. The prices offered are subject to industry price fluctuations and related fuel price adjustments. Extra costs for visa, transfer of passengers to and from airports etc. will be charged separately. Costs incurred due to changes made by customer after confirmation, customer-side non-compliances, Force Majeure or cases as stipulated in clause "Replacement Aircraft /Force Majeure" will be charged separately.

### Payment Terms

Flights will be performed against advanced payment only. The invoice must be paid in the currency as stated in the offer. Payment by credit card (Visa or Mastercard), is subject to a surcharge of 5% of the total invoice amount.

### Cancellation Fees

For cancellation of confirmed flights, the following cancellation fees apply:

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|--|--------------------------|
| ▪ after signed confirmation:             | 10 % of the total amount |
| ▪ 10-6 days prior to departure:          | 20 % of the total amount |
| ▪ 5-4 days prior to departure:           | 30 % of the total amount |
| ▪ 3-1 days prior to departure:           | 50 % of the total amount |
| ▪ less than 24 hours prior to departure: | 70 % of the total amount |

Additionally, JPN Group reserves the right to charge for any extra costs already incurred, including but not limited to, positioning flights, ground services, crew costs, permission fees, catering and other costs directly related to flight preparation.

**Off-Setting Prohibition**

The customer is not entitled to off-set the agreed price and payment obligations with other possibly existing claims the customer may have against JPN Group.

**Replacement Aircraft / Force Majeure**

JPN Group will do its utmost to comply with the confirmed schedule, aircraft and routing. However, unforeseeable delays or disruptions may occur due to flight safety, technical reasons (i.e. AOG/Aircraft on Ground) or other factors beyond the control of JPN Group. JPN Group reserves the right to postpone or redirect the flight or provide the customer/passenger with an alternate replacement aircraft, should any such occurrences arise or the booked aircraft becomes unavailable. JPN Group will endeavour on a "best-effort-basis" to offer a substitute aircraft from its own fleet and within the offered aircraft type class, subject to availability. All costs arising from any such occurrences (including the rent of the replacement aircraft, the cost of arranging an alternate aircraft, whether out of the JPN Group fleet or another adequate aircraft located in the charter market) will be invoiced to customer/passenger separately. If all costs (including any positioning costs of the booked aircraft back to home base, should the above occur enroute) are less than the amount agreed for the original flight schedule, JPN Group shall credit the difference to the customer. JPN Group will not be held liable for any financial or emotional damages and/or consequential damages of the customer, the passengers, the cargo or any third party arising from such delay or change. The same applies if the customer wishes to change the confirmed schedule. JPN Group will do everything possible to fulfil the customer's requirements, provided all applicable aviation regulations of the relevant authorities, air traffic control requirements and crew duty and rest time restrictions can be complied with and provided the changes are not in conflict with other flight bookings.

**Captain's Decision**

The Pilot in Command/Captain of the aircraft remains exclusively in command and control of the aircraft at all times and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft during all phases of the flight including take-off, in flight and landing.

**Passenger List / Travel Documents**

The customer shall provide JPN Group with a passenger list (including valid passport details) as soon as possible after booking, but in any case, the latest 24 hours prior to departure. JPN Group takes no responsibility whatsoever in regards to visa requirements or the lack of required valid entry documents of the passengers or with regard to any applicable customs or legal impediments for entry and exit of the passengers. Should there be any levy due to the lack of required valid entry documents etc. (as stated above) of passengers and/or freight, the customer will be invoiced for such costs.

**Passenger Baggage / Dangerous Goods**

Passenger baggage weight and numbers may be limited for reasons of flight safety and vary between different aircraft types. JPN Group is not authorized to carry dangerous goods. For detailed information in this regard please refer to: [https://www.austrocontrol.at/en/aviation\\_agency/dangerous\\_goods](https://www.austrocontrol.at/en/aviation_agency/dangerous_goods).

**Carriage of Pets / Smoking on the Aircraft**

Carriage of pets may be restricted due to safety reasons and/or limited space available. Passengers are entitled to request the transport of pets only if JPN Group has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet and all its documents are in compliance with the requirements of the countries visited. Smoking may be prohibited on some JPN Group flights depending on the individual aircraft. JPN Group reserves the right to charge for any costs for repair of damages and/or cleaning as a result thereof.

**Severability**

Should any provisions of these terms become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby. Instead of the unenforceable, illegal or invalid clause, a provision shall be stipulated which comes economically and legally as close as possible to the intended purpose of the invalid, illegal or unenforceable provision.

**Applicable Law**

The transport contract, the confirmation and these General Terms and Conditions are exclusively governed by and construed in accordance with the laws of Austria. Any disputes or claim arising out of or in connection with the present contract and/or these General Terms and Conditions shall exclusively be submitted and settled by the Commercial Court of Vienna, (Handelsgericht Wien), Austria.

**By signing, the passenger/client confirms that he/she has received, read, understood and accepted the GTC:**

Place/Date: .....

Signature: .....