

## Charter Terms and Conditions

The following general terms and conditions are part of any charter documentation and remain valid in its entirety unless changes are specifically agreed to in writing by Premium Jet AG.

- I. The subject of this agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the confirmation.

Premium Jet AG reserves the right to utilize any empty capacity the plane has, including any positioning flights before, during or after the period in which the aircraft is made available to the customer – without any compensation to the customer.

Reservations will only be held following receipt of a countersigned quotation. Flights costing above EUR 200'000 will only be confirmed once a 10% non-refundable deposit has been received.

- II. The confirmed price includes:

- all aircraft related costs (i.e. crew, fuel, air navigation fees, airport charges etc.)
- VIP-catering according to the time of day and the duration of the flight
- passenger insurance and passenger taxes

The price excludes:

- de-icing (at the airport of departure and on the corresponding positioning flights)
- war risk insurance
- upscale catering wishes (i.e. caviar, special wines and spirits etc.)
- any other special requirements (i.e. satellite phone and on-board internet, if and where available, costs for extending opening hours, visa costs, any customs fees and taxes etc.)
- transfer of passengers to and from airports
- costs incurred due to changes made after confirmation, client-side non-compliances, any event of Force Majeure or as stipulated in Clause III to VI.

The abovementioned will – if applicable at all – be invoiced separately and at cost

- III. Premium Jet AG will always do its utmost to comply with the confirmed schedule, aircraft and routing. However, delays or disruptions may occur due to flight safety, air traffic control, technical reasons or other factors beyond the direct control of Premium Jet AG. We reserve the right to postpone or redirect the flight or provide the customer with another aircraft, should any such occurrences arise or the booked aircraft becomes unavailable.

Any costs arising from any such occurrences (including the cost of arranging an alternative aircraft) will be invoiced separately. If all costs (including any positioning costs of the booked aircraft back to home base, in case the above occurs en-route) are less than the amount agreed for the original flight schedule, Premium Jet AG shall credit the difference to the customer.

Premium Jet AG shall not be liable for any financial or emotional damages to the customer, its passengers or any third party arising from any such delay or change.

- IV. The same applies if the customer wishes to change the confirmed schedule. Premium Jet AG will do everything possible to comply with the customers' requirements, provided applicable aviation regulations, air traffic control requirements and crew duty and rest time restrictions can be maintained and if the changes do not conflict with other bookings.

- V. The captain of the aircraft remains exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft and for all phases of the flight including take off, in flight and landing.

- VI. The customer shall provide Premium Jet AG with a passenger list (including passport details) as soon as possible after booking but in any case prior to the departure.

The customer confirms having sought and received the passengers' consent to Premium Jet AG processing their personal data. Processing of passenger personal data only occurs for performing the transport contract. Premium Jet AG will only transfer such personal data to third parties within the limits of the applicable data protection legislation.

Premium Jet AG takes no responsibility with regard to visa requirements or the lack of required entry documents of its passengers or with regard to other customs or legal impediments to entry and exit for passengers.

- VII. Premium Jet AG requires an advance payment, thus the customer shall complete payment latest 48 hours prior to departure by bank transfer (customer is responsible for originating bank fees).

Visa, Master Card and American Express will be accepted as a guarantee of reservation.

- VIII. For cancellations of confirmed flights the following fees apply:

- After signed confirmation	10% of the total amount
- 15 - 08 days prior departure	25% of the total amount
- 07 - 03 days prior departure	50% of the total amount
- 02 - 01 days prior departure	75% of the total amount
- 24 hours or less prior departure	100% of the total amount

Premium Jet AG has the right to charge for any costs directly incurred, including but not limited to positioning flights, ground services, crew costs, permission fees and other costs directly related to flight preparation.

- IX. Passenger baggage weight and numbers are limited for flight safety reasons and vary between aircraft types. Premium Jet AG is not authorized to carry dangerous goods. For detailed information in this regard refer to [www.bazl.admin.ch](http://www.bazl.admin.ch).

- X. Smoking and the transport of animals may be prohibited on some Premium Jet AG flights depending on the individual aircraft.

- XI. The customer shall not be entitled to offset the agreed price and payment obligation against any other potential claim the customer may have towards Premium Jet AG.

- XII. Should the confirmed aircraft be operated by a company other than Premium Jet AG (also referred to as "Subcharter Flight"), the conditions of carriage of that company apply together with the regulations of that operator's resident country as well as the regulations of the Warsaw Convention and the Montreal Convention of 28 May 1999, as applicable.

- XIII. If any one or more clauses of these terms shall be found to be 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.

- XIV. 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.

Zurich, February 2018