

## General Terms and Conditions of Business

The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in writing by BHS Aviation AG. Should other operators' aircraft be used as sub-charter, the terms and conditions of transport of these operators/subcharterers apply together with the regulations of the country they are based in as well as the Montreal Convention.

### 1. Non Binding

All offers are without engagement, subject to the receipt of a signed confirmation, dependant on final availability and are subject to the timely granting of all traffic rights, permits and coordinated slots where applicable.

### 2. Terms and Conditions of Transport

The subject of this contractual agreement is the transport of passengers and/or goods from point of departure to destination as stated in the BHS Aviation AG offer for charter. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel and the aircraft. To place a reservation a downpayment of 10% is required. The reservation only will be confirmed when funds are on our bank account and signed conditions of carriage have been received. Cancellation fees as per article 10 apply. Cabotage: please note that we are not allowed to transport additional passengers on domestic flights outside Switzerland.

### 3. Charges

The prices stated in the offer are firm, valid for 7 days and calculated according to the customer's individual requirements. Should a calculation be based on the actual flight time in minutes, the additional costs (handling, per diem and night stops) will be calculated separately as flat rates. Extra costs due to necessary operational changes may be charged at a later date.

### 4. Limited Liability

The transport of passengers is regulated by the Convention for the Unification of Certain Rules for the International Carriage by Air, signed in Montreal on May 28, 1999 (entered into force in Switzerland September 5, 2005; the Montreal Convention). The operator's liability for death or injuries of the passengers as well as loss or damage of the luggage is limited accordingly. BHS Aviation AG accepts no liability for delays caused by late permits or granting of coordinated landing slots.

### 5. Basis of Calculation

The stated flight times are considered operational hours. Timing starts with the engine start-up and ends with the engine shut-down.

### 6. Availability

BHS Aviation AG reserves the right to provide at any time the charterer with another similar aircraft should the offered/booked aircraft be unavailable. BHS Aviation AG may charge all extra costs arising to the charterer, however the charterer may cancel the flight should this be the case.

### 7. Travel Documents

BHS Aviation AG cannot take any responsibility with regards to visa or any other entry requirements of its passengers. Any levy, duty and/or fine to BHS Aviation AG due to the lack of required entry documents will be fully charged to the charterer. In addition should the lack of required documentation or visa result in cancellation of a flight, full cancellation charges as detailed in 10 will be charged.

### 8. Brokerage

Should BHS Aviation AG fly by order of a third party (brokerage), the broker as well as the charterer are liable for the payment of the flight. BHS Aviation AG offers to brokers are net and do not include any commission.

### 9. Terms of Payment

Transport of passengers and/or goods stated in our offer are performed against advance payments only. In case of invoicing payments are to be made immediately without any deduction. A payment which has not been received within 14 days of the invoicing date is considered late and actual interest charges are added to the initial amount. Special charges and cancellation terms apply for flight options as stated in the respective offer. Payment by Credit Card is subject to 5% additional fees.

### 10. Cancellation Fees

10% pre-payment, effective at the time of booking, non-refundable. Date of positioning flight is considered as date of departure.

10 - 6 days prior departure	20 % cancellation fee applies
5 - 3 days prior departure	30 % cancellation fee applies
72 - 24 hours prior departure	50 % cancellation fee applies
< 24 hours prior departure	100 % cancellation fee applies

### 11. Severability

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.

### 12. Applicable Law

These terms are governed by and construed in accordance with international aviation laws and the laws of Switzerland, and are performable in the Canton of Zürich / Switzerland.