

TERMS AND CONDITIONS OF AIRCRAFT CHARTER

1. APPLICATION OF THE TERMS AND CONDITIONS

- 1.1.** These Terms and Conditions apply to the chartering of any aircraft from Fly 7 Executive Aviation SA, Lausanne, Switzerland (“**Fly 7**”) by any person, company or firm (the “**Client**”), and shall prevail over any oral or other arrangements in relation to such charter, unless specifically agreed in writing between Fly 7 and the Client.
- 1.2.** Fly 7 is authorised to change or alter these Terms and Conditions at any time without providing advance notice. Any amendments or additions to the Terms and Conditions shall become binding for all Clients as soon as they are made publicly available on Fly 7’s website (www.Fly7.ch).
- 1.3.** For questions of interpretation, if any version is available in another language, the English version alone shall be binding.

2. DEFINITIONS

In addition to the definitions set out above, capitalised terms used in these Terms and Conditions shall have the following meaning:

“**Agreement**” means the Charter Quotation and these Terms and Conditions.

“**Aircraft**” means any aircraft which the Client has agreed to charter from Fly 7 as set out in a Charter Quotation.

“**Captain**” means the commander or pilot of the Aircraft designated to operate the Flight.

“**Carrier**” means the operator of the Aircraft, which can be an affiliate of Fly 7 such as Seven Aviation, Private Club or any other duly registered aircraft operator which operates a Flight with a proper AOC and insurance.

“**Charter Price**” means the amount to be paid by the Client for the services supplied by Fly 7 Executive, as set out in the Charter Quotation.

“**Charter Quotation**” means the document issued by Fly 7 Executive confirming a Flight and the relevant flight details thereof to the Client.

“**Flight**” means the flight or, as the case may be, each of the flights set out in the Charter Quotation.

“**Flight Itinerary**” means the place of departure, place of arrival and any stopping points, together with any indications of departure and arrival dates and times, as set out in the Charter Quotation.

“**Meeting Point**” means (i) for the departure, the location where the flight crew or Carrier representative will meet the passengers as communicated to the Client by Fly 7 Executive upon request; and (ii) for the arrival, the location where the Client will be guided to, and where the Carrier’s services will end.

“**Meeting Time**” means the time which may be communicated to the Client by Fly 7 or, if no communication is made by Fly 7, at the latest 40 minutes prior to scheduled time of departure of the Flight.

“**Travel Documents**” means all documents to be signed, filled out, completed or held by the passengers, including without limitation list of goods and immigration card, as required under applicable law.

3. OBLIGATIONS OF FLY 7

- 3.1.** Fly 7 will cause the Carrier to provide the Aircraft in an airworthy condition, properly manned, maintained, equipped and fuelled to carry out the Flight set out in the Charter Quotation. As Fly 7 is not itself an air carrier, but is solely involved in the business of brokering aircraft on behalf of its clients, it will arrange for the Aircraft to be provided by a suitable Carrier whose details may be specified on the tickets or other documents that may be issued in connection with the Flight and/or otherwise communicated to the Client upon request.
- 3.2.** Should the Aircraft specified in the Charter Quotation become unavailable for any reason whatsoever, Fly 7 reserves the right, but without obligation, to substitute another similar aircraft for the Aircraft specified in the Charter Quotation in order to carry out the Flight, whereupon such substitute aircraft shall become the Aircraft for all purposes hereunder. If Fly 7 is not willing or able to substitute another aircraft, it shall notify the Client thereof as soon as possible and shall not be under any further liability to the Client, subject to the liability to return to the Client any funds received in respect of the relevant Flight under deduction of the actual expenses already incurred.
- 3.3.** To the extent that a substitution contemplated under section 3.2 above involves additional costs which cannot be recovered or can only be recovered in part from the Carrier, Fly 7 shall notify such additional costs in writing to the Client, who shall be entitled to either accept the additional costs or decline the offer of an alternative carriage and cancel the Flight, without any penalty or liability to Fly 7, within four business hours from receipt of Fly 7's notice. Should the Client fail to respond within such deadline, the additional costs shall be deemed accepted by the Client and shall thereupon become due.
- 3.4.** Performance of any Flight set out in a Charter Quotation is subject to any legal restrictions and conditional upon receiving all necessary authorisations, including permission to start and land, and is further subject to the absence of occurrence of any event or circumstance outside of Fly 7's control that may affect the performance of the relevant Flight such as, without limitation, war, hostilities, terrorist acts, insurrection, fire, flood, volcano eruption, earthquake, fog or other extreme natural conditions, strike, lock-out or other labour dispute or interference of governmental authorities.

4. GENERAL OBLIGATIONS OF THE CLIENT

- 4.1.** The Client shall ensure that all passengers, their baggage and any cargo shall comply with all relevant laws and regulations. It is the responsibility of the Client to ensure that all passengers comply with passport, visa, health and other similar requirements of the States of departure, transit and arrival. Should any surcharges, fines or other costs arise as a result of a failure to comply with any such laws and/or requirements, the corresponding amount shall be borne exclusively by the Client. It is similarly the responsibility of the Client to ensure that all passengers comply with customs requirements, including without limitation, declaration of certain goods, items, currencies, etc.
- 4.2.** The Client shall, and shall procure that all passengers shall, comply with the general terms and conditions of the Carrier, which may be communicated to the Client upon request.
- 4.3.** The Client shall complete the Travel Documents in such form and within the deadline as Fly 7 may require, and it shall be the responsibility of the Client to ensure that properly completed Travel Documents are delivered to all passengers in accordance with applicable law, and that all passengers comply with the provisions of such Travel Documents.
- 4.4.** The Client shall be responsible for ensuring that all passengers, when embarking, travelling and/or leaving on or from the Aircraft, follow all instructions of the Captain, take good care of the Aircraft and do not cause any damage to the cabin or to any other parts of the Aircraft.

- 4.5.** The Client shall hold harmless and indemnify Fly 7 against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default of the Client or any passenger of the Client in complying with any of the provisions of this Agreement.

5. ARRIVAL, LOADING AND PACKING. RULES ON BOARD

- 5.1.** The Client shall ensure that all passengers and their baggage and any cargo shall be gathered and ready at the specific Meeting Point at the departure airport no later than 20 minutes before the Meeting Time (unless otherwise specified by Fly 7) and that all passengers possess all necessary identity and other documents required by the authorities of the States of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.
- 5.2.** In the event that any passenger fails to arrive on time at the Meeting Point Fly 7 reserves the right for the Aircraft to depart as scheduled, whether or not all the passengers are on board the Aircraft, and neither Fly 7 nor the Carrier shall be under any liability whatsoever to the Client nor to any such passenger. Fly 7 and the Carrier shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If Fly 7 or the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Client shall pay on demand to Fly 7 and/or the Carrier, as the case may be, such additional sum that it may specify for each such passenger to cover the relevant costs thereof.
- 5.3.** If a Flight is or is to be delayed beyond the scheduled time of departure by reason of any failure to comply with section 5.1 above or any decision, act or omission on the part of the Client or any passenger, then Fly 7 may, in its sole discretion, agree to re-schedule the affected Flight, provided that the Client shall indemnify Fly 7 against any damages of any kind, including costs, expenses, losses (including loss of profit and consequential and indirect loss) incurred by Fly 7 as a result of such delay. However, Fly 7 reserves the right in such circumstances to cancel the Agreement or the affected Flight and to charge the Client cancellation fees in accordance with section 8 below as if the Client had cancelled the Flight.
- 5.4.** The Client shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of Fly 7 or the Carrier.
- 5.5.** The quantity and volume of luggage should always be a major consideration in determining whether the chosen Aircraft is capable of carrying it with the agreed number of passengers. The maximum weight of luggage permitted per passenger is generally specified on the Charter Quotation. In case of doubt the Client must discuss this with Fly 7 at the time of booking. The Client shall also enquire with Fly 7 if the luggage contemplated to be carried exceeds 20 kg per passenger.
- 5.6.** The Captain shall have complete discretion concerning what load may be safely carried, as to whether certain passengers and/or baggage and/or cargo may be carried, as to whether or not the Flight shall be undertaken and on all other matters concerning the operation of the Aircraft and the carrying out of the Flight, and the Client as well as all passengers of the Aircraft shall accept such decisions of the Captain as final and binding. Fly 7 shall not be liable to the Client for any loss, damage or claim of whatever nature arising from any such decision taken by the Captain.
- 5.7.** The Client recognises that Fly 7 may not transport certain goods categorised as dangerous or prohibited under the ICAO Dangerous Goods regulations or under any other applicable regulations (such as, without limitation, compressed gases, weapons, flammable liquids or solids). Transport by air of dangerous goods is regulated, and all such goods must be declared by the Client in writing to Fly 7, and their transportation must be authorised in writing by Fly 7, prior to the scheduled time of departure.
- 5.8.** The Client recognises that certain animals, plants, food (e.g. alcohol), goods, items, even though not prohibited for transportation, may be subject to certain restrictions, special terms of

transportation and other regulations. It is the Client's responsibility to comply with any regulations imposing such specific terms and restrictions. Fly 7 reserves the right to refuse carriage of animals, plants, food, goods, items even if they are not prohibited for transportation. The Client must seek Fly 7's approval in writing when placing an order for a Flight if animals, plants or other specific goods and items are proposed to be transported.

- 5.9.** The Flights are normally non-smoking from the moment of embarking and for the whole duration of the Flight, without regard to the Aircraft being on ground or in the air, unless specified otherwise in Charter Quotation. The Client shall be responsible to ensure that all passengers comply with the prohibition to use any tobacco or other smoking product on board.

6. DELAYS, ALTERATIONS AND DIVERSIONS

- 6.1.** Fly 7 will procure that the Carrier uses all reasonable endeavours to ensure that the Aircraft departs at the scheduled time of departure but neither Fly 7 nor the Carrier can be responsible for delays due to air traffic control, adverse weather conditions or other factors outside its/their reasonable control. Once the Aircraft has departed, it is beyond Fly 7's control and all scheduled times of arrival are indicative only.
- 6.2.** If, for any reason beyond the reasonable control of Fly 7, the Aircraft is diverted from any destination airport set out in the Charter Quotation, the Flight shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Fly 7 shall have no liability to the Client with regard to any delay so caused to passengers, baggage and/or cargo.
- 6.3.** All decisions concerning Flight plans (including decisions to omit or alter a stopping place in cases of necessity), when to take off and land the Aircraft and any other decisions concerning the operation of the Aircraft and the carrying out of the Flight shall be taken by the Captain, and the Client shall accept such decisions of the Captain as final and binding. Fly 7 shall not be liable for any loss, damage or claim of whatever nature arising from any such decision taken by the Captain, and the Client shall as the case may be liable to pay any increase in the Charter Price occasioned by any deviations from the Flight schedule which the Captain may deem necessary (upon receipt of a corresponding invoice from Fly 7).
- 6.4.** Where Fly 7 arranges for passengers to be transferred to their original destination by alternative means of transport, it shall be deemed to arrange such service as agent for the Client and shall under no circumstance whatsoever be liable in respect of any loss or damage arising out of such transport. The costs of such transfer shall be for the account of the Client.

7. CHARTER PRICE AND OTHER PAYMENT TERMS

- 7.1.** The Client shall pay to Fly 7 the Charter Price in the amount and at the time specified in the Charter Quotation. The Client shall not be entitled to withhold or set off any amount due under this Agreement for whatever reason.
- 7.2.** The Charter Price includes all taxes, VAT, positioning flights, fuel, aircraft operating costs and catering and refreshments. Special requests such as caviar and special wines and spirits shall be invoiced in addition at cost. Special additional costs such as, without limitation, satellite phone charges, any necessary additional war risk insurance premium, de-icing of aircraft, long range extended crew, special security costs, limousine costs and/or car escort are not included, and will be invoiced by Fly 7 separately. Fly 7 further reserves the right to charge the Client for any auxiliary services not specified in the Charter Quotation.
- 7.3.** Should Fly 7 and the Client agree on any amendments or additions to the Flight Schedule during the course of a charter, the Client shall pay any increase in price resulting from those amendments or additions, as shall be communicated to the Client by Fly 7.

- 7.4.** The Client shall pay to Fly 7, in addition to the Charter Price, any amount that may be communicated by Fly 7 as being due in respect of all time spent loading or unloading the Aircraft in excess of the appropriate lay time.

8. CANCELLATION AND TERMINATION

- 8.1.** The Client may terminate the Agreement or cancel any Flight at any time prior to the scheduled time of departure by notice in writing to Fly 7, subject to the payment to Fly 7 of the cancellation fees set forth in the Charter Quotation.
- 8.2.** Fly 7 may apply any monies already received from the Client in satisfaction of the cancellation fees, and shall only repay to the Client the amount, if any, by which the monies already received exceed the cancellation fees specified in the Charter Quotation.
- 8.3.** Fly 7 may terminate this Agreement and/or cancel any Flight by notice in writing to the Client, without any advance delay, in case (i) the Client commits any breach of this Agreement, including without limitation a failure to pay an amount owed hereunder on the due date therefor, (ii) the Client suspends payments to its creditors generally or any bankruptcy, liquidation or similar proceedings are initiated in respect of the Client or (iii) the Client cancels more than two Flights, without being liable to pay any cancellation fee or any other amount to the Client.
- 8.4.** Fly 7 may also cancel a Flight if the Aircraft has been waiting for 3 hours after the scheduled time of departure because of the late arrival of any passengers as set out in section 5.1 above, in which case Fly 7 shall have the right to charge the Client the cancellation fees specified in the Charter Quotation.

9. EXCLUSION OF LIABILITY

- 9.1.** Carriage performed under this Agreement shall be subject to the conditions of carriage of the Carrier, including its general terms and conditions, which may be communicated to the Client in accordance with section 4.2 above. Furthermore, the carriage performed under this Agreement shall also be subject to the rules and limitations of the "Swiss Ordinance of Carriage by Air" of 17 August 2005 and/or, to the extent relevant, the EC regulation N° 2027/97 (as amended by EC Regulation N° 889/2002), the other applicable local regulations, the "Warsaw Convention" of 12 October 1929 or that Convention as amended at The Hague on 28 September 1955, the supplementary Convention done at Guadalajara on 18 September 1961 and/or the "Montreal Convention of 5 September 1999", which may limit the liability of the Carrier.
- 9.2.** Except as specifically provided under the Warsaw Convention and/or the Montreal Convention, Fly 7 shall not be liable for any death, wounding or personal injury or for any delay of the Client or for any loss, damage or delay to the Client's baggage or cargo, unless caused by the wilful misconduct or gross negligence of Fly 7 or any of its employees or agents. The Client hereby waives all rights or claims against Fly 7 or any of its employees or agents as set out in the foregoing sentence, except to the extent that the relevant damage is caused by the wilful misconduct or gross negligence of Fly 7 or any of its employees or agents.
- 9.3.** Fly 7 shall be under no liability to the Client or any passenger of the Client other than as set out in section 3.2 and 3.3 above in respect of any variation to or cancellation of a Flight resulting from any act or omission of the Carrier, or for the failure by the Carrier to perform any Flight, and the Client hereby acknowledges that in any such event its sole recourse, if any, shall be against the Carrier under the applicable terms and conditions of carriage.
- 9.4.** Fly 7 shall be under no liability to the Client for any failure by it or by the Carrier to perform their respective obligations under this Agreement arising from any force majeure event, i.e. an event or circumstance beyond the control of such party such as, without limitation, war, hostilities,

terrorist acts, insurrection, fire, flood, volcano eruption, earthquake, fog or other extreme natural conditions, strike, lock-out or other labour dispute or interference of governmental authorities.

- 9.5.** Fly 7 shall not in any circumstances be liable to the Client for any indirect or consequential damage.

10. GENERAL PROVISIONS

- 10.1.** This Agreement (consisting, for the avoidance of doubt, of these Terms and Conditions and the Charter Quotation) contains the entire understanding of Fly 7 and the Client with regard to the charter of any Aircraft, and no party has relied on any representation or warranty of any kind other than as expressly set out in the Agreement.
- 10.2.** Any amendment to the Charter Quotation shall only be valid if made in writing and duly signed on behalf of Fly 7 and the Client, while Fly 7 may amend these Terms and Conditions as set out in section 1.2 above.
- 10.3.** No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof.
- 10.4.** The Client is not entitled to assign or transfer any of its rights and/or obligations hereunder without the prior written consent of Fly 7.

11. APPLICABLE LAW AND JURISDICTION

- 11.1.** This Agreement shall be governed by the laws of Switzerland, without regard to its conflict of laws provisions.
- 11.2.** Any legal action, suit or proceeding arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland, provided however that Fly 7 may in its sole discretion bring action against the Client before any other competent court.