

Conditions of Carriage

1 DEFINITIONS

- 1.1 “**Air Waybill**” shall mean the document entitled as such and made out by or on behalf of the Customer as the shipper, which evidences the Contract of Carriage for Cargo, in the form, manner and number of copies prescribed by the Carriers and in accordance with the Convention.
- 1.2 “**Adverse Events**” shall mean circumstances beyond the Carriers’ reasonable control that prevent or disrupt the performance of Flights, such as, without limitation, the refusal or the withdrawal of aviation authorisations (traffic rights, slots, clearances, etc.), decisions and instructions by any aviation authority, including air traffic control and airport authorities, the unavailability of services or supplies required for a Flight, health conditions of crew members or passengers, the unruly behaviour of Passengers, any operational decisions in the pilot in command’s sole authority, the failure of the aircraft, including any component and system, and any Force Majeure events.
- 1.3 “**Baggage**” shall mean such articles, effects and other personal belongings of a Passenger, as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip, which are carried on board the aircraft under a Contract of Carriage, either as Unchecked Baggage or as Checked Baggage.
- 1.4 “**Cargo**” shall mean anything carried or to be carried in an aircraft under an Air Waybill.
- 1.5 “**Carriers**” shall mean Fly 7 and the Operating Carrier.
- 1.6 “**Checked Baggage**” shall mean Baggage of which the Carrier takes sole custody and for which a baggage tag has been issued.
- 1.7 “**Contract of Carriage**” shall mean the contract for the carriage of Passengers and their Baggage or Cargo between the Parties, which has been agreed in accordance with the process set out in Section 3, below.
- 1.8 “**Convention**” shall mean the Montreal Convention 1999.
- 1.9 “**Customer**” shall mean the entity or individual which/who has received from Fly 7 a Flight Quotation and/or has entered into a Contract of Carriage with Fly 7, in accordance with the process set out in Section **Erreur ! Source du renvoi introuvable.**, below.
- 1.10 “**Dangerous Goods**” shall have the meaning as defined under ICAO Annex 6 and the IATA Dangerous Goods Regulations.
- 1.11 “**Flight**” or “**Flights**” any flight segment(s) comprised within the Flight Itinerary and any positioning flight(s).
- 1.12 “**Flight Confirmation**” shall mean the confirmation by Fly 7 of the coming into effect of a Contract of Carriage and the terms attaching thereto, including but not limited to the Flight Itinerary and Flight Price.
- 1.13 “**Flight Itinerary**” shall mean 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 Flight Quotation and/or the Contract of Carriage.
- 1.14 “**Flight Price**” shall mean the price to be paid by the Customer to Fly 7 under the Contract of Carriage, including any optional or variable charges.
- 1.15 “**Flight Quotation**” shall mean the document issued by Fly 7 in response to a request received from a Customer, setting out a proposed Flight Itinerary and Flight Price.
- 1.16 “**Fly 7**” shall mean FLY 7 EXECUTIVE AVIATION SA, a limited company incorporated under the laws of Switzerland,

with its registered office at Avenue du Grey 117, 1018 Lausanne, Switzerland.

- 1.17 **“Fly 7 Finland”** shall mean Fly 7 Finland Oy, a limited company incorporated under the laws of Finland, with its registered office at Liikelentotie 8, 01530 Vantaa, Finland.
- 1.18 **“Force Majeure”** shall mean acts of God, acts of nature, including, but not limited to, flood, hurricane, drought, lightning, fire, wind storm, severe or unpredictable weather conditions; any regulation or order of any governmental authority, embargoes, trade restrictions, sanctions, confiscation, commandeering, requisition, destruction of or damage to property by order of any government or any public authority, epidemic or quarantine or pandemic restrictions; wars, riots, civil commotion, insurrection, terrorism, accidents, incidents, impact, collision, explosion; strikes, labour disputes causing cessation or interruption of work; interruption of utility services.
- 1.19 **“Jetfly”** shall mean Jetfly Aviation SA, a limited company incorporated under the laws of Luxembourg, with its registered office at 11 Rue Jean Fischbach, 3372 Leudelange, Luxembourg.
- 1.20 **“Operating Carrier”** shall mean either Fly 7 Finland or Jetfly, as applicable, in their capacity as the aircraft operator.
- 1.21 **“Party”** or collectively **“Parties”** shall mean Fly 7 and/or the Customer.
- 1.22 **“Passenger”** or **“Passengers”** shall mean any person carried or to be carried in an aircraft under a Contract of Carriage, to the exclusion of the aircraft crew members.
- 1.23 **“Unchecked Baggage”** shall mean any Baggage other than Checked Baggage.

2 APPLICABILITY

- 2.1 These Conditions of Carriage shall form an integral part of the Contract of Carriage and

govern the Parties’ respective rights and obligations. The rights of Passengers under a Contract of Carriage are also subject to all terms and conditions set out in these Conditions of Carriage.

- 2.2 Flight Quotations issued by Fly 7 to the Customer, as well as any related dealings of the Parties, are subject to these Conditions of Carriage.
- 2.3 These Conditions of Carriage shall prevail over all other terms and conditions, and specifically any terms and conditions of the Customer.

3 CONTRACT OF CARRIAGE

- 3.1 Upon the terms and conditions set out hereinafter, Fly 7 will contract with the Customer for the carriage of Passengers, their Baggage and/or Cargo. Fly 7 shall in that case be the “contracting carrier” and will subcontract the performance of the Flights to the Operating Carrier, which is the “actual carrier” for the purpose of the Convention. If Passengers are different from the Customers, their rights and obligations in connection with the Flights shall nonetheless be governed by and subject to these Conditions of Carriage.
- 3.2 Upon the Customer’s request, Fly 7 issues a Flight Quotation. A Flight Quotation does not constitute an offer to contract and may be withdrawn at any time at the discretion of Fly 7.
- 3.3 The Customer shall express its acceptance of the terms proposed by Fly 7 by returning a signed copy of the Flight Quotation to Fly 7. The signed Flight Quotation must be received by Fly 7 within the validity period set out therein. Any changes brought by the Customer to the Flight Quotation renders it invalid.
- 3.4 The Flight Quotation sets out:
 - (i) the Flight Itinerary;

Conditions of Carriage

- (ii) the number of Passengers;
- (iii) the aircraft description and seating configuration;
- (iv) for Cargo, the description of the goods and packaging requirements;
- (v) the time of departure and of arrival at destination; and
- (vi) the Flight Price.

3.5 The Contract of Carriage shall become effective only after Fly 7 has issued a Flight Confirmation, usually within 5 days from the receipt of the Customer's acceptance of the Flight Quotation. Fly 7 may refuse to issue a Flight Confirmation, if the Customer does not meet its obligations under these Conditions of Carriage, if the Flight Quotation has expired or its terms have been rejected or altered by the Customer, or for other legitimate business reasons. The Flight Confirmation constitutes the "document of carriage" for the purpose of the Convention and other applicable regulations.

3.6 On request, Fly 7 can arrange ground transportation (such as limousine service), in which case Fly 7 shall act as the Customer's agent. Fly 7 cannot be held liable for the proper performance of ground transportation. The Customer shall pay or cause to be paid costs for any ground transportation directly to the third-party service provider. Alternatively, Fly 7 may include the costs of such transportation as a part of the Flight Price invoiced to the Customer.

4 PASSENGERS

4.1 Restrictions can apply to the carriage of Passengers in case of certain medical

conditions. The Carriers apply the relevant regulations and guidelines on fitness to fly.

4.2 The Customer and the Passengers shall advise the Carriers at their earliest opportunity of any medical condition which might affect the Passengers' fitness to fly, including pregnancy, of special requirements in terms of assistance, and refer any questions in that respect to Fly 7.

4.3 The Customer shall provide Fly 7 with full Passengers details, such as names, age, address, passport number, etc., as requested by Fly 7 and until such time as indicated by Fly 7. The Carriers may refuse to carry Passengers in case of missing or incorrect Passenger information.

4.4 After the information as per Section 4.1 has been submitted, the Customer may change Passengers only with Fly 7's prior consent, not to be unreasonably withheld.

4.5 The carriage of additional Passengers is subject to Fly 7's prior approval and, as the case may be, adjustments of the Flight Price.

4.6 The Passengers shall comply with all travel requirements of the countries flown from or into (including but not limited to immigration, customs and health regulations). The Customer shall indemnify Fly 7 of any costs incurred as a result of the failure to comply with travel requirements.

4.7 The Passengers shall at all times comply with aviation regulations, observe the Carriers or the crew's instructions and behave in a respectful and decent manner. Unless otherwise specified, smoking on board is prohibited. Passengers shall not be in a state of inebriation or under the influence of drugs. The Carriers can deny the boarding to or disembark unruly Passengers. The Customer shall indemnify Fly 7 of any costs caused by the Passengers' unruly or illegal behaviour.

4.8 Passengers shall present themselves for departure at the time and place indicated in the Flight Confirmation, or, if no such time has been indicated, 30 minutes before the departure time as indicated in the Flight Itinerary.

5 BAGGAGE

5.1 Baggage weight and number may be limited for reasons of flight safety and capacity of the aircraft type. The Carriers may refuse to carry any items as Baggage if, in the opinion of the Carriers, they are unsuitable for the performance of a Flight.

5.2 Dangerous Goods are generally prohibited in or as Baggage and restrictions apply to liquids, weapons and blunt objects, batteries and electronic devices, lighters, matches and gas burners. More information on restricted/prohibited items can be found on the Federal Office of Civil Aviation (FOCA)'s [website](#). Any question in respect of such item shall be referred to the Carriers prior to entering into the Contract of Carriage or prior to any Flights.

5.3 The Passengers shall refrain from taking in Baggage any articles the carriage of which is prohibited by applicable laws of any countries to be flown from, to or over.

5.4 The Carriers shall deliver to the Passengers a baggage identification tag for each piece of Checked Baggage, in accordance with the Convention and other applicable regulations.

6 CARGO

6.1 Together with its request for a Flight Quotation, the Customer shall provide Fly 7 with the complete and accurate description of the Cargo and indication of its value.

6.2 Unless the Customer has made a special declaration of value for carriage and has paid the supplementary sum applicable,

which is subject to Fly 7's express acknowledgement in the Flight Confirmation, liability of Carrier shall not exceed the limit of 22 Special Drawing Rights per kilogram of Cargo destroyed, lost, damaged or delayed. If the Customer has made a special declaration of value for carriage, it is agreed that any liability shall in no event exceed such declared value for carriage as stated in the Flight Confirmation. All claims shall be subject to proof of value.

6.3 Fly 7 is not obliged to and does not arrange transport insurance for Cargo.

6.4 The Customer acknowledges that carriage of Cargo is subject to the availability of suitable equipment and space, and confirms that:

- (i) its transport, exportation or importation is not prohibited by the laws or regulations of any country to be flown from, to or over;
- (ii) it is packed in a manner suitable for carriage by aircraft, which is the Customer's sole responsibility;
- (iii) it is accompanied by the requisite shipping documents; and
- (iv) it is not likely to endanger aircraft, persons or property, or cause annoyance to the occupants.

6.5 The Carriers may refuse to carry any items as Cargo if, in the opinion of the Carriers, they are unsuitable for carriage.

6.6 The Customer shall indemnify the Carriers of any costs, losses or claims caused by Cargo which does not comply with these Terms and Conditions and/or the applicable laws.

6.7 The Customer shall make out or have made out on his behalf, an Air Waybill. The Customer shall deliver such Air Waybill to

the Carriers simultaneously with the acceptance of the Cargo by carriers for carriage.

- 6.8 The Cargo shall be handed over to the Carriers at the time and place indicated in the Flight Confirmation.

7 RIGHT TO REFUSE CARRIAGE; NO-SHOW

- 7.1 The Carriers may refuse to carry any Passengers, Baggage or Cargo, if such Passengers, Baggage or Cargo do not conform to the requirements and conditions set out in these Conditions of Carriage, as specifically set out in Sections 4, 5 or 6, respectively, under the applicable laws, or where there are any other reasonable grounds, such as reasons of health, safety or security.
- 7.2 This also includes the case where Passengers do not present themselves or the Cargo is not handed over to the Carriers in time for departure, as specified in Sections 4.8 and 6.8, respectively.
- 7.3 In such cases, the full Flight Price remains due, and the Carriers are under no obligation to compensate the Customer or the Passengers, nor to offer alternative carriage to them.

8 FLIGHT PRICE

- 8.1 The Client shall pay to Fly 7 the Flight Price upon receipt of Fly 7's invoice. Fly 7 is not obliged to perform any Flight until full payment of any invoiced amount has been received.
- 8.2 Unless otherwise specified in the Flight Quotation, the Flight Price includes the price of all Flights, direct operating costs, such as fuel, landing and overflight charges, standard catering and refreshments, crew overnight costs, aircraft handling and parking costs anticipated for the Flight Itinerary. Special requests, such

special catering or drink requests, will be invoiced in addition. Special additional costs such as, without limitation, costs incurred as a result of any delay by the Customer or the Passengers, satellite phone charges, any necessary additional war risk insurance premium, de-icing of aircraft, long range extended crew, special security costs, customs duties or import VAT, 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 Customer for any additional services not specified in the Flight Quotation.

- 8.3 Unless otherwise specified in the Flight Quotation, the Flight Price is exclusive of VAT (if applicable).
- 8.4 Should Fly 7 and the Customer, after they have entered into the Contract of Carriage, agree on any changes to the Flight Itinerary or the carriage of additional Passengers or Cargo, the Customer shall pay any increase in price resulting from such changes, as shall be communicated to the Customer by Fly 7.

9 AIRCRAFT AND CONFIGURATION

- 9.1 Aircraft specifications as set out in the Flight Quotation are for information purpose only and are not binding. The Carriers may substitute other Aircraft, as long as they can accept on board the same number of Passengers.
- 9.2 Unless otherwise specified in the Flight Confirmation, under a Contract of Carriage, Aircraft are for the exclusive carriage of the Customer and its Passengers.

10 FLIGHT ITINERARY CHANGES, DELAYS AND CANCELLATION

- 10.1 Times indicated in the Flight Itinerary are guaranteed with an accuracy of +/- 2 hours.
- 10.2 Fly 7 reserves the right to cancel Flights or modify the Flight Itinerary until two weeks prior to departure. The part of the Flight Price corresponding to cancelled Flights shall be refunded to the Customer. A material modification of the Flight Itinerary authorises the Customer to withdraw from the Contract of Carriage and obtain a full refund of the Flight Price, provided that the Customer shall notify Fly 7 of its withdrawal within 3 days from being advised of such modification.
- 10.3 The Customer may request changes to the Flight Itinerary at any time. Fly 7 shall make reasonable efforts to accommodate such requests, subject to any adjustment of the Flight Price. The Customer may terminate the Contract of Carriage or cancel any Flight at any time prior to the departure, subject to the payment to Fly 7 of the cancellation fees set forth in the Flight Quotation.
- 10.4 In case of Adverse Events, the Carriers may cancel Flights or change the Itinerary at any time, without being in breach of the Contract of Carriage. Fly 7 shall refund to the Customer the part of the Flight Price corresponding to Flights which could not be performed, unless the Adverse Event was attributable to the Customer or the Passengers.
- 10.5 If Flights are cancelled or diverted, Fly 7 shall use reasonable efforts, but is under no obligation, to arrange replacement Flights or alternative means of transport to the place of destination or back to the place of departure, at the Customer's choice. Where Fly 7 arranges such replacement Flights or alternative means of transport, it shall be deemed to act as an agent for the Client and shall under no circumstance be liable for the good performance of such transport.

The costs of such rerouting shall be for the account of the Customer.

11 PERSONAL DATA PROTECTION

- 11.1 All personal data with respect to the Customer and the Passengers will be collected and processed by the Carriers in accordance with the Privacy Policy which is available on Fly 7's [website](#) (the "Privacy Policy").
- 11.2 The Customer hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Customer further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.
- 11.3 Fly 7 is authorised to collect and transfer information relating to the Customer, the Passengers and the Flight Itinerary to any authorities where required, as well as to service providers such as airport operators, handling agents, limousine companies, insurance companies, hotels or other companies, to the extent such transfer is necessary for the performance of the Flights and related services.
- 11.4 The Customer and the Passengers acknowledge and agree that personal data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Customer's and/or the Passengers' home country.

12 WAIVER OF LIABILITY AND INDEMNITY

- 12.1 The Carriers cannot be held liable for any losses suffered by the Customer and/or Passengers as a result of the non-performance of the Contract of Carriage.
- 12.2 The Customer shall indemnify Fly 7 of any claim against the Operating Carrier awarded

by a court pursuant to Regulation (EC) No 261/2004, if applicable.

13 ASSIGNMENT – TRANSFER

- 13.1 The Customer and the Passengers cannot transfer or assign the Contract of Carriage nor any rights resulting thereof, including bookings, tickets or Flights, to any third party, without Fly 7's approval in writing.
- 13.2 Fly 7 may at any time subcontract the performance of the Contract of Carriage or any Flights comprised in the Flight Itinerary to any reputable Operating Carrier, provided the conditions agreed in the Contract of Carriage are not significantly affected.

14 GOVERNING LAW

The Contract of Carriage shall be governed by, construed, and enforced in accordance with the substantive laws of Switzerland and the Convention.

15 JURISDICTION

Subject to the applicable mandatory jurisdiction provisions of international and domestic law, any dispute, controversy or claim arising out of, or in relation to, the Contract of Carriage, including the validity, invalidity, breach, or termination thereof and non-contractual claims, shall be in the exclusive jurisdiction of the Court of Lausanne, Canton Vaud, Switzerland.