

EXKLUSIV AVIATION SERVICES (SWITZERLAND) SA GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions (hereafter "Terms") are part of the transport agreement. Changes to these Terms are valid only when confirmed in writing by Exklusiv Aviation Services (Suisse) SA (hereafter "Exklusiv"). Should other operators' aircraft be used as sub-charter, the terms and conditions of transport of these operators apply together with the laws and regulations of that operator's resident country as well as the regulations of the Warsaw Convention and/or any other applicable international convention, EU Regulation and/or Swiss laws and regulations, as the case may be.

1. Terms and Conditions of Transport

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

All quotations are without engagement, depend on availability and are subject to all traffic rights.

2. Charges

The prices stated in the quotation are firm and calculated according to the customer's individual requirements. Should a quotation be based on the block time, additional costs (handling, per diem and/or night stops) shall be calculated separately. Extra costs due to necessary operational changes may be charged.

The price includes:

- all costs and fees related to the aircraft and flight (including landing and over flight fees)
- crew (including night stop)
- fuel and maintenance
- airport charges
- passenger insurance
- catering and bar

The price does not include:

- any change of destination
- ground transportation
- war-risk insurance, de-icing, extra passengers charges and taxes
- additional insurance premiums to over fly or landing in certain zones
- phone calls from the aircraft or wifi usage
- specific catering wishes such as caviar, special wines or spirits etc.
- costs for the extension of airport openings hours
- V.I.P. lounge cost
- WiFi if applicable

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

3. Availability

Exklusiv reserves the right to provide at any time another similar aircraft should the confirmed aircraft be unavailable. Exklusiv may charge all extra costs arising due to the change of aircraft. Exklusiv shall notify the customer. Exklusiv also reserves the right to utilise the aircraft during periods of dormant activity.

4. Delays

The confirmed departure-, arrival- and flights times are estimated times. Exklusiv will always do the utmost to respect the flight confirmation. Delays caused by Air Traffic Control, Airport Authorities, flight safety and flight technical reasons may occur. In particular, Exklusiv and / or the captain may change or cancel the landing destination and / or intermediate stops listed on the flight confirmation, without prior notice. Exklusiv, its employees, agents and/or representatives may not be held responsible for such delays by the customer nor by any third party.

5. Limited liability

The transport of passengers is regulated by the Warsaw Agreement and other applicable regulations and conventions. Exklusiv's liability for death or injuries of the passengers as well as loss or damage of the baggage is limited accordingly.

6. Passenger entry documents

Exklusiv shall have no responsibility with the regard to visa requirements or entry, transit and exit documents of the passengers or with regards to other applicable law or regulations.

7. Prohibited items of carriage

Aircraft are only permitted to carry passengers and related baggage, the carriage of cargo, precious goods, metals, jewels, printed paper or any unlawful items is strictly forbidden. If after confirmation and receipt of the funds it transpires that any of the forbidden items are identified or discovered the flight will be immediately terminated with 100% cancellation and the relevant authorities immediately contacted.

8. Passenger's baggage

Passenger's baggage weight and number is limited for flight safety reasons and depends on the type of aircraft. Items which carriage is prohibited by the applicable laws and regulations of the countries of departure or destination or which may endanger the safety of the aircraft will not be accepted. Exklusiv will have no responsibility with regard to baggage which may not be cleared by customs, nor for items that may not be allowed under applicable law and regulations, nor for the payment of any duties or taxes.

The captain of the aircraft shall be exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters during the flight, take off and landing. In particular, he shall make the decisions referred to above in compliance with the international applicable laws and aircraft industry laws and regulations.

9. Indemnification

The customer hereby indemnifies Exklusiv from any claim or damage which Exklusiv may suffer from the flight.

10. Terms of payment

Transport of passengers and/or goods stated in the quotation are payable immediately and flights are performed against advance payment only.

Payments shall be made by bank transfer to the following bank accounts

Bank: UBS SA – 1204 Geneva
Account N°: CHF Iban CH14 0024 0240 2115 1801V
EUR Iban CH31 0024 0240 2115 1860X
USD Iban CH05 0024 0240 2115 1861D
GBP Iban CH64 0024 0240 2115 1862 F
Clearing N°: 0240
Swift Code: UBSWCHZH80A

The customer shall not be entitled to set-off the price of Exklusiv towards the customer, against any other claim he may have for any reason against Exklusiv.

11. Cancellation fees

Should a confirmed flight be cancelled by the customer, a cancellation fee shall be charged to the customer as follows.

From Confirmation till 48 hrs prior to departure	-	20% cancellation fee will apply
48 hrs till 24 hrs prior to departure	-	50% cancellation fee will apply
Less than 24 hrs prior to departure	-	75% cancellation fee will apply
No notice / No show	-	100% cancellation fee will apply

In addition,

Exklusiv reserves the right to charge costs such as positioning flights, ground services, crew costs, permission fees and other preparation costs to the customer.

12. Non-smoking flights

Unless where specifically mentioned to the contrary ALL Exklusiv Aviation flights are strictly non-smoking flights. If it is determined that passengers are or have been smoking during a flight then appropriate action will be taken which may result in the immediate termination of the flight, the passenger responsible being removed from any further sectors, fines being imposed and if deemed necessary the authorities being informed.

13. Severability

Should any one or more clauses of these Terms 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.

14. Applicable law and place of jurisdiction

These General Terms and Conditions are exclusively governed by and constructed in accordance with the laws of Switzerland. Any disputes arising from or in connection with the present contract shall exclusively be submitted to the ordinary courts of the Canton of Geneva / Switzerland subject to appeal to the Swiss federal Court.

Geneva, November 9th 2017 , Exklusiv Aviation Services (Suisse) SA