



TERMS

INTRODUCTION

These general conditions of sale govern the contractual relationship between the company "GETONEJET" (hereinafter the "Carrier") and its customers (hereinafter or the "Client (s)") to performing a provision of air transport by the control on Carrier Customer jet type plane. The Carrier and the Client are together "the Parties".

ARTICLE 1 - PURPOSE

This contract is to define the conditions under which the Carrier provides the Customer with air transport Services (hereinafter the "Services") in accordance with European regulations CE889 / 2002 and CE2027 / 97 to the Montreal Convention of 28 May 1999, the transport code and code of civil Aviation

Customer acknowledges having the legal capacity to contract under the conditions described below.

ARTICLE 2 - RESERVATION CONDITIONS

2.1. A prior quote detailing the characteristics of the desired performance must be issued before any order for Services. The request must specify at least the following elements, but not limited to: name and contact information of the Customer and, if appropriate, of the company to which he belongs, our dates and times of departure and arrival (in go and, if necessary, to return), place of departure and arrival, envisaged number of passengers.

Customized and additional Services can be performed by the Carrier (hotel booking, taxi, limousine, etc.). Any customer wishing to obtain a specific Service must inform the Carrier in his quote. The quote request is sent to the carrier by one of the following ways:

- by mail to the following address: SAS GETONEJET, 116 Allée Kisling 83110 Sanary sur mer
- by phone at: +33 6 48 38 79 87
- email to the following address contact@get1jet.com

2.2. An estimate will be issued and sent promptly and in writing by the Carrier to Customer together with these terms and conditions, taking into account in particular the availability and capacity of aircraft and airports served. The estimates indicate the price of the Services, the applicable VAT and any specific settlement terms.

All quotations issued by the Carrier is communicated subject to availability of an airplane on the date of the Order confirmation referred to in section 2.4 below, and is valid for a maximum term of seven (7) days from its issuance and at the latest until the day before the desired departure date, unless otherwise indicated time on the estimate.

2.3. The acceptance by the Client of the quote (hereinafter the "Order") is made subject to confirmation of the Order by the Carrier under the conditions referred to in section 2.4 below, and implies acceptance without reservation by the Client of the present general conditions of sale. The version of the general terms and conditions enforceable against the client is the one published on the website of Carrier www.get1jet.com at the date of acceptance of the quotation by the Client. The



acceptance of this document by the customer prior to departure of the airplane is essential, especially in case of immediate departure. Otherwise, the Service can not be executed.

Evidence of control and acceptance of these terms and conditions can be made by mail, email, fax.

Any payment by the Client subsequent to the shipment by the carrier, a quote accompanied the general terms and conditions in effect, constitutes such evidence.

2.4. The transport contract shall be formed only by the written confirmation of the acceptance of the Order by the Carrier, taking into account the availability of an airplane and deemed favorable weather conditions.

2.5. The Transporter draws the Client's attention to the fact that according to the provisions of Article L.121-20-4 of the Consumer Code, it has no right of withdrawal when booking and / or control a transport Service from the Carrier.

2.6. No Order may be suspended, modified or canceled by the customer without the express prior written Carrier. Any request for modification of an Order must be notified to the Carrier before the scheduled transport, and can be accepted by the Carrier subject to an additional charge to the Customer. This supplement will be a specific quotation. In particular, for safety reasons, any demand for change in the identity or number of passengers is also subject to verification by the carrier of the weight and balance of the airplane and the acceptance of these terms by new passengers.

Failing agreement on the Carrier suspension, modification or cancellation of order and Customer confirms its intention to cancel all or part of the initial order, the Carrier may however charge all or part of the Service price in accordance with Article 11 below, without prejudice to its rights against the Customer, particularly regarding compensation for all damages suffered.

ARTICLE 3 - PRICE OF SERVICES AND PAYMENT

3.1. The price of each Service provided by the Carrier is especially determined by the following:

- Theoretical flight time taking into account the departure airport and the arrival airport chosen
- Booking one way or return flight
- from the time of takeoff / landing to and, if necessary, return
- theoretical airport taxes of (the) airport (s) used (s) other than our base
- fees of landing, parking, markup and handling theoretical of (the) airport (s) used (s) other than our base
- theoretical immobilization duration of the airplane at destination for a return flight including or more nights at destination
- Ferry flight of the airplane to its base in case of one way or return flight involving immobilization of more than two nights at destination
- theoretical flight time required to position the airplane in case of flight including a point departure and / or an arrival different of the home base of the airplane

Barring exceptional circumstances, the price of the Service will not be subject to any changes based on the actual duration of (the) flight (s).



3.2. Prices include, subject to special conditions which may be agreed between the Parties:

- All of the operating costs incurred in transport, as these apply to the airplane itself or its crew, including fuel expenses
- salaries and allowances of flight personnel, technical and commercial
- maintenance costs of equipment
- possible additional costs of fuel and additional flight time

Costs of ground handling, time extensions of airports, landing fees and markup charges are payable by the Customer. They are the subject of an estimate in the quote and will be regulated if necessary by an invoice or a specific repayment at the end of the flight.

All other expenses that may be incurred in the delivery and not mentioned above (such as the cost of transferring the passenger to the airport) are at the Customer.

3.3. The Carrier's invoices are payable on receipt and, in any event, no later than the day before departure unless special payment terms offered by the carrier in the estimate. The Service will be performed by the Carrier on condition that thereof settlement by the Client made no later than the day before departure unless otherwise stipulated in the quote.

In the event of a change in the Service requested by the client running and accepted by the Carrier, any additional cost will be charged by the carrier to the execution date and payable upon receipt.

All due to payment default allows the carrier to suspend or terminate all orders and ongoing Services and change business conditions granted.

In addition, all due to payment default authorizes the Carrier to apply a default interest equal to three times the legal interest rate.

ARTICLE 4 - OBLIGATIONS OF THE PARTIES

4.1. The Carrier will take charge of all the paperwork about the machine and its crew, required for the normal development of the trip. **The contract between the carrier and the Customer is concluded under the condition that the Carrier obtain the relevant government authorities traffic rights necessary for the implementation of the Service on or before the date of departure.** Should the Carrier could not obtain such rights, this contract would be terminated as of right, without notice or compensation of any kind.

The Carrier is not liable for constraints of schedule or routing related to obtaining with the administrative authorities of traffic rights or slots necessary for the implementation of the Service.

4.2. The Carrier will assure alone the technical direction of the airplane. Under this principle, the captain may include, but are not limited to:

- Delaying the start of the airplane in consideration of weather or technical conditions
- Decrease permissible payload in adverse weather conditions
- If the safety of the airplane is required, make en route stops, or stops necessary repairs or change the route or discontinue the travel



4.3. The carrier is authorized to replace one or more airplane(s) from what was predicted, if the initially planned aircraft(s) is(are) unavailable.

4.4. The Carrier is authorized to use the Services of another carrier, since it is able to provide the service defined in the contract with the Client.

4.5. Customer acknowledges that, given the characteristics of the Service and, in particular, the need for the carrier to obtain traffic rights necessary for the performance of the services, takeoff, landing and flight time schedules are provided for information only and can not be considered as contractual. However, the Carrier will do its best to meet the announced indications.

4.6. During the flight, the client undertakes to have a behavior that cannot harm in any way the success of the flight. It will comply fully with the instructions given by the crew from the boarding to the landing of the airplane.

ARTICLE 5 - TRAFFIC DOCUMENTS

5.1. Traffic Documents concerning the Customer and luggage will be the responsibility of the Carrier in accordance with its own rules, and communicated to the Customer at the latest the day before departure. However, the Customer must provide, within the time specified by the Carrier, any documents or information required for their establishment.

5.2. The Client is, for its part, solely responsible for obtaining all appropriate documents (visa) allowing him to travel in accordance with the Service ordered.

ARTICLE 6 - BOARDING

6.1. Unless otherwise provided in the special conditions of the contract of carriage, boarding operations will be conducted by and under the responsibility of the carrier, and in accordance with the indications in these terms.

6.2. Before boarding, all passengers must be able to present his ticket, one piece of valid identity and all appropriate documents allowing him to travel in accordance with the Service ordered. Only persons with a ticket in their name will be allowed to board the aircraft.

To this end, the Customer is required to arrive at the airport at the time fixed by the carrier or, if no time is stipulated, at least 30 minutes before departure to allow for the completion of paperwork and boarding.

The Carrier personnel may deny boarding to any person not complying with the above conditions. If the Carrier agree to postpone the flight due to the Client delay, financial penalties might be required in this beyond 2 hours of waiting. In any event, the Carrier shall not be held responsible for any damage caused to the Customer of the absence of the aforementioned documents or denied boarding in the above conditions.

6.3. Any delay caused by the customer will be the responsibility of the latter in case of injury caused to the Carrier and shall in no case be attributed to the Carrier.

ARTICLE 7 - DANGEROUS ITEMS

7.1. For security reasons, some items are not allowed to board the aircraft:

- suitcase or briefcase have alarm device, or containing lithium batteries and / or articles for pyrotechnics
- Explosives, ammunition, firecrackers, rockets
- flammable gas or not, tablets and toxic
- All products referenced "dangerous products - IATA"

the Carrier reserves the right to inspect passenger baggage to check for such items.

7.2. To avoid interference with navigation devices, mobile phones must be strictly off for the duration of the flight. Laptops, electronic devices and CD and DVD players must be in the off position during takeoff, landing or at the request of a crew member.

ARTICLE 8 - BAGGAGE

The maximum weight standard luggage allowed per person is 12 kg. This weight will be confirmed by the Carrier according to the filling rate of the airplane, and may vary according to destination, number of passengers, and weather conditions. This weight limit is included in the estimate.

Only baggage whose dimensions do not exceed 55 cm x 35 cm x 25 cm are allowed in the hold. Beyond these dimensions prior agreement of the company is obligatory.

The Carrier reserves the right to refuse boarding to the aircraft of any luggage or improper purpose transport given its weight, size, configuration, nature or its fragility.

The Customer is solely responsible for the completion of all customs and other formalities relating to all goods transported and to ensure that transport, possession, export and import of the goods are made in legal terms.

The carrier will in no way be held responsible for damage to baggage unless it is proved that he was actively involved in these (flying accident for lack of a crew member).

ARTICLE 9 - LIABILITY

9.1. The occurrence of an event of Force Majeure or unforeseeable circumstances result in suspension of the obligations of the Carrier. In this case, the Carrier will inform the Customer as soon as possible after the occurrence of this event. The Parties shall use their best efforts to remedy the situation thus created and will work together to find the best solution.

Failing agreement within twenty-four (24) hours of notification of the occurrence of the Force Majeure event by Carrier, a Party may, without notice or compensation from both sides, to terminate the contract.

By express agreement between the Parties and further recognized the events as such by law or jurisprudence, constitute Force Majeure events, but are not limited to:

- The weather prohibiting off or forcing the pilot to divert the airplane ;
- The total or partial strikes or other labor disputes affecting in particular the operation of the departure or arrival airport, air traffic control or the Carrier's
- Acts of government and similar events beyond Carrier's control
- Mechanical, computerized or damage failures that do not allow carrying, deferring or



- delaying transport, or requiring a change in the intended destination
- Natural disasters
- refusal transit resulting from decisions of any public authority
- all circumstances affecting the place of destination or of call (war, riot) likely to endanger the safety of aircrew

92. If Clearance or flight diversion for technical or meteorological reasons (landing at an airport other than the destination airport planned) Get1Jet strives to land as soon as possible to the destination airport. If unable in the time required for the client, the Carrier will seek a terrestrial alternative (car rental, taxi, ...) at his expense.

93. To the extent that the following is not contrary to the provisions of the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of September 28, 1955, and / or those of the Montreal Convention of 28 May 1999 the Carrier's liability is limited, particularly in the following cases:

- the Carrier's liability is limited to damage sustained during the airline object of the Service
- the Carrier shall in no way liable for consequential damages or any form of damage not compensatory
- the Carrier assumes no liability for any illness, injury, disability, including the death of a client due to the physical condition of the client nor the aggravation of that condition
- the Carrier's liability will be rejected the extent of the damage was suffered or expenses incurred by the Customer due to omission or negligence of the Customer
- in case of death or corporal injury directly attributed to an accident in flight or during embarking or disembarking, the carrier will be liable for damage caused by death or bodily injury under section 17 of the Montreal Convention,

When the Carrier is chartering an airplane belonging to another company, it is expressly stipulated that in case of damage to persons and things transported, the carrier only responds to his very personal and that in any case, its liability can not exceed the likely be put to the company operating the aircraft chartered.

The Carrier does not provide transport of cash or valuables and assumes no liability for the loss, theft or damage to such items. The Customer is solely responsible, if any, to take all necessary insurance to cover these risks.

9.4 Admission to the transport of pets is subject to the condition that the passenger assumes full responsibility. The carrier assumes no responsibility for injury, loss, delay, illness or death of such pets. The same will apply if entry or transit is denied to a country, state or territory.

ARTICLE 10 - INSURANCE

Regardless of the provisions of these terms and conditions, the carriage performed in execution of the last will be subject to the liability regime enacted by the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of 28 September 1955 by the Montreal Convention of 28 May 1999 and applicable European regulations, when it will report to their scope.

*GETONEJET SAS
Headquarters: 116 Allée Kislring - 83110 SANARY SUR MER - FRANCE
SAS with capital of 4,794,570 Euros
RCS Toulon 821 978 129*



The Carrier has taken out insurance with the Company The Air Meeting, covering the following risks:

- Liability in the amount of guarantee of fifteen million (15,000,000) US dollars
- Corps ordinary risks
- Corps war risk

ARTICLE 11 - TIME - DELAYS - CANCELLATION

11.1. Times - Delays

In accordance with Article 4.5, the Carrier undertakes to use its best efforts to transport the customer and baggage with diligence and respect the times announced to the latter.

However, it may be forced to change the flight schedule for reasons that are external to him or in case of Force Majeure, therefore, time cannot be guaranteed and are therefore not an element of the contract of carriage.

11.2. Cancellation

If all or part of the Order to be canceled by the Customer after the settlement of the contract of carriage, the Carrier shall be entitled to retain, as compensation

- Within 168 hours (7 days) but more than 48 hours (2 days) prior to the scheduled departure time, a cancellation fee of 30% of the total Charter Price (invoice plus any non-refundable costs) shall be applied.
- Within 48 hours but more than 24 hours prior to the scheduled departure time, a cancellation fee of 50% of the total Charter Price (invoice plus any non-refundable costs) shall be applied.
- Within 24 hours of the scheduled departure time, or in case of a no-show, a cancellation fee of 75% of the total Charter Price (invoice plus any non-refundable costs) shall be applied.
- If a part of the Service is canceled after the departure of the 1st leg of the contract of carriage, a cancellation fee of 100% of the total price of this part of the service (invoice plus any non-refundable costs) shall be applied.

Any Customer who does not show up on boarding within the period referred to in section 6.2 above will be considered by the Carrier to have canceled the Service less than 24 hours before departure.

Nonrefundable costs include: slot confirmations, catering orders, limousine bookings, overflight permits.

12 - PERSONAL DATA

The carrier is required to collect, process, transmit and store personal data about the customer, such as marital status, address, passport number or nationality, with the sole aim to meet the Order and realize the Service. In accordance with the Regulation (EU) 2016/679 (RGPD) of the European Parliament and of the Council of 27 April 2016, relating to the protection of individuals with regard to the processing of personal data and to the free movement of such data, these data will be treated strictly confidential and will not be subject to any communication from the carrier, other than in conditions authorized by law.

The Customer has a right to access, rectify, oppose and delete any personal data concerning him, he can exercise by contacting the Carrier the following address: SAS GETONEJET, 116 Allée Kisling, 83110 Sanary Sur Mer, contact@get1jet.com

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ARTICLE 13 INVALIDITY

If any of the terms of the contract is invalid under a rule of law or a law, it will be deemed unwritten, but do not invalidate the contract .

ARTICLE 14 - SETTLEMENT OF DISPUTES

The contract between the Customer and the Carrier is subject to French law.

- Any dispute relating to the Services and / or the interpretation of these, if the Parties to have found an amicable agreement shall be the exclusive jurisdiction of courts of the headquarters of the Carrier