

## **CHARTER SALES GENERAL TERMS AND CONDITIONS**

The following Charter Sales General Terms and Conditions are part of the Charter Flight Quotation. Changes to these terms are valid only when confirmed in writing by Comlux Aviation AG.

### **1. Scope**

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 this quotation.

### **2. Parties**

Signature of this quotation shall, in the absence of any prior agreement to the contrary, signed by both the Customer's passengers, whether personally or through the agency of the Customer, and Comlux Aviation AG, constitute a contract of carriage between the Customer and Comlux Aviation. The Customer acknowledges on behalf of its passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer's individual passengers and Comlux Aviation, notwithstanding the issue to them of a passenger ticket by Comlux Aviation.

### **3. Time frame**

This quotation shall, prior to acceptance thereof and the constitution thereby of a contract, remain open to acceptance for three weeks.

### **4. Aircraft specific**

This quotation is aircraft specific and is thus subject to aircraft availability. Comlux Aviation AG reserves the right to at any time provide the customer with another similar aircraft at the same cost should the offered/booked aircraft be unavailable. If no aircraft can be found Comlux Aviation AG reserves the right to cancel the order.

### **5. Currency**

This quotation is stated in the currency as indicated on page 1. This quotation is subject to exchange rate fluctuations. For the purpose of this quotation the exchange rate used is that of the date of this quotation.

### **6. Fuel Price**

This quotation is subject to industry and related fuel price fluctuations.

### **7. Inclusive**

This quotation includes the following:

- Aircraft costs including crew, fuel and maintenance
- Air navigation and airport charges
- Crew allowances
- Crew meals, accommodation and surface transportation
- In-flight catering
- Passenger and cargo insurances and taxes

### **8. Exclusive**

This quotation excludes the following:

- Fuel and Insurance Surcharges
- De-icing of aircraft
- Special catering requests such as caviar and special wines or spirits
- Any other special requirements such as limousine and satellite phone
- War risk insurance
- Car escort to and from the aircraft
- Credit Card Surcharges

The cost of the above will be invoiced separately at cost, and reimbursed to Comlux Aviation AG by the Customer.

### **9. En-route changes or delays**

Comlux Aviation reserves the right to at any time postpone or redirect the flight or provide the customer with another similar aircraft at the same cost in the event that the flight cannot be performed with the offered/booked aircraft due to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions,

requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft or due to no other factors over which Comlux Aviation has no control or when the safety of the passenger or the crew from the aircraft can reasonably be assessed to be in danger at the discretion of the captain or of Comlux Aviation personnel. Unless stated otherwise in mandatory (indispensable) legislation. Comlux Aviation is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above mentioned circumstances.

In the event that the above happens before the first leg of the flight stated in this quotation started and no suitable solution can be found, Comlux Aviation reserves the right to cancel the order. In this case, Comlux Aviation shall credit the charterer with an amount corresponding to the flight in question minus all expenses already incurred.

In the event that the above happens en-route, any cost arising from such changes or delays will be invoiced separately at cost and shall become payable by the charterer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all cost (including the positioning flights back to the homebase) and expenses already incurred are smaller than the amount relating to the flight in question, Comlux Aviation shall credit the charterer.

#### **10. Passenger and Cargo Entry Documents**

Comlux Aviation AG takes absolutely no responsibility with the regard to visa requirements of its passengers. Should there be any levy due to the lack of required entry documents of passengers or cargo the customer will be billed for such costs

#### **11. Terms of Payment**

The customer shall make payment at the latest 48 hours prior to departure by bank transfer to the following bank account:

Swiss Account for HB registered aircraft:

Credit Suisse, CH 8070 Zurich Clearing Nr.: 4835

EUR: 894985-22-1	IBAN: CH87 0483 5089 4985 2200 1
CHF: 894985-21	IBAN: CH51 0483 5089 4985 2100 0
USD: 894985-22	IBAN: CH17 0483 5089 4985 2200 0

Swift/BIC: CRESCHZZ80A

Maltese Account for 9H registered aircraft:

Bank Of Valletta Plc  
Business Centre  
45 Republic Street  
Valletta VLT 1113  
Malta

USD Account :  
Account Number : 40018110243  
IBAN: MT57VALL22013000000040018110243  
Swift code: VALLMTMT

EUR Account :  
Account Number : 40018111077  
IBAN: MT43VALL22013000000040018111077  
Swift code: VALLMTMT

Accounts held in the name of :  
Comlux Malta Limited  
St Helena`s Building  
Tumas Fenech street  
Birkirkara BKR 2526  
Malta

#### **12. Cancellation Fees**

Should a confirmed flight be cancelled a cancellation fee will be levied as follows:

> 30 days prior to departure	No cancellation fees
11-30 days prior to departure	10% of the total amount
6-10 days prior to departure	20 % of the total amount
4-5 days prior to departure	30 % of the total amount
1-3 days prior to departure	50 % of the total amount
<24 hours prior to departure	100 % of the total amount

Should a positioning flight to the point of departure be necessary, than the mentioned cancellation fee period will be considered from time of cancellation to the date of departure of a such a positioning flight.

**13. Brokerage**

Should Comlux Aviation AG fly by order of a third party (brokerage), the broker and the customer are jointly and severally liable to Comlux Aviation AG for the fulfilment of all payments. Comlux Aviation AG offers to brokers are net and do not include any commission.

**14. Passenger Baggage**

Passenger baggage weight is limited for flight safety reasons and varies in between aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

**15. Prohibited or Dangerous Goods**

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from Comlux Aviation AG on request.

**16. Smoking**

Smoking may be prohibited on some Comlux Aviation AG flights depending on the individual aircraft.

**17. Indemnification**

The Customer hereby indemnifies Comlux Aviation AG from any claim or damage which Comlux Aviation AG may suffer from the flight, other than claims or damage caused by Comlux Aviation AG's own negligent or wilful misconduct.

**18. Variance**

Should any terms of this quotation be at variance with any charter; aircraft operations management; air transport; operations services; or charter agency agreement already concluded and signed between the Customer and/or the Customer's passengers and Comlux Aviation AG, the terms of such agreement shall prevail over these terms.

**19. 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.

**20. Applicable Law**

These terms are governed by and construed in accordance with the laws of Switzerland, and are performable in the Kanton of Zurich / Switzerland.