

General Terms and Conditions of Business

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The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in writing by BHS Aviation AG (hereafter BHS). Should other operators' aircraft be used as subcharter, the terms and conditions of transport of these operators/subcharterers apply together with the regulations of the country they are based in as well as the Montreal Convention.

1. Non Binding

All offers are without engagement, subject to the receipt of a signed confirmation, dependant on final availability and are subject to the timely granting of all traffic rights, permits and coordinated slots where applicable.

2. Terms and Conditions of Transport

The subject of this contractual agreement is the transport of passengers and goods from point of departure to destination as stated in the BHS offer for charter. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel and the aircraft. To place a reservation a downpayment of 10% is required. The reservation only will be confirmed when funds are on our bank account and signed conditions of carriage have been received. Cancellation fees as per article 10 apply. Cabotage: please note that we are not allowed to transport additional passengers on domestic flights outside Switzerland.

3. Price

The prices stated in the offer are firm, valid for 7 days and calculated according to the customer's individual requirements. The prices include all aircraft related costs (such as crew, fuel, air navigation fees, airport charges), limited passenger insurance and taxes. The use of the Internet will be charged separately. Any applicable war risk insurance surcharge is not included and will be charged separately at cost to the customer. BHS reserves the right to charge for special wishes (such as caviar, special wines and spirits) in excess of our standard catering. Extra costs for visa, transfer of passengers to and from airports, de-icing (including for ferry flights for positioning of the Aircraft) will be charged separately. Costs incurred due to changes made by customer after confirmation, customer-side non-compliances, Force Majeure, or cases like stipulated in clause 7 will be charged separately.

4. Limited Liability

The transport of passengers is regulated by the Convention for the Unification of Certain Rules for the International Carriage by Air, signed in Montreal on May 28, 1999 (entered into force in Switzerland September 5, 2005; the Montreal Convention). The operator's liability for death or injuries of the passengers as well as loss or damage of the luggage is limited accordingly. BHS accepts no liability for delays caused by late permits or granting of coordinated landing slots.

5. Availability / Empty Legs

BHS reserves the right to provide the charterer at any time with another similar aircraft should the offered/booked aircraft be unavailable. BHS may charge all extra costs arising to the charterer, however the charterer may cancel the flight should this be the case. All quotations are subject to availability at time of booking and to all traffic rights. BHS reserve the right to utilize so-called Empty Legs which may be available on the booked flight and are in connection with a flight order and to sell them to a third party without a refund to the customer / passenger.

6. Travel Documents

BHS cannot take any responsibility with regards to visa or any other entry requirements of its passengers. Any levy, duty and/or fine to BHS due to the lack of required entry documents will be fully charged to the charterer. In addition, should the lack of required documentation or visa result in cancellation of a flight, full cancellation charges as detailed in clause 10 will be charged.

7. Replacement aircraft / Force Majeure

BHS will do its utmost to comply with the confirmed schedule, aircraft and routing. However, unforeseeable delays or disruptions may occur due to the flight safety, technical reasons (Aircraft on Ground) or other factors beyond the control of BHS. BHS reserves the right to postpone or redirect the flight or provide the customer / passenger with an alternate replacement aircraft, should any such occurrences arise, or the booked aircraft becomes unavailable. All costs rising from any such occurrences (including the rent of a replacement aircraft, the cost of arranging an alternate aircraft in the charter market) will be invoiced to customer / passenger separately. If all costs are less than the amount agreed for the original flight schedule, BHS shall credit the difference to the customer. BHS will not be held liable for any financial or emotional damages and / or consequential damages of the customer, the passenger or any third party arising from such delay or change. The same applies if the customer wishes to change the confirmed schedule. BHS will do everything possible to fulfil the customer's requirements, provided all applicable aviation regulations of the relevant authorities, air traffic control requirements and crew duty and rest time restrictions can be complied with and provided the change are not in conflict with other flight bookings.

8. Brokerage

Should BHS fly by order of a third party (brokerage), the broker as well as the charterer are liable for the payment of the flight. BHS offers to brokers are net and do not include any commission.

9. Terms of Payment

Transport of passengers and goods stated in our offer are performed against advance payments only. Additional costs (e.g. De-icing, Wi-fi, Special Catering etc.) must be paid within 14 days after invoicing. Special charges and cancellation terms apply for flight options as stated in the respective offer. Payment by Credit Card is subject to 5% additional fees.

10. Cancellation Fees

10% pre-payment, effective at the time of booking, non-refundable. Date of positioning flight is considered as date of departure.

10 - 6 days prior departure 20 % cancellation fee applies

5 - 3 days prior departure 30 % cancellation fee applies

72 - 24 hours prior departure 50 % cancellation fee applies

< 24 hours prior departure 100 % cancellation fee applies

11. Severability

If any one or more clauses of these terms shall 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.

12. Applicable Law

These terms are governed by and construed in accordance with international aviation laws and the laws of Switzerland, and are performable in the Canton of Zürich / Switzerland.