

General Terms & Conditions

April 2023

I. GENERAL AND APPLICATION

These general terms and conditions ("**GTC**") apply to all flights contracted and/or performed by any company of the Boutique Aviation group ("**BQA**"), currently consisting of:

- Boutique Aviation AG, having its registered office at Seefeldstrasse 283, 8008 Zurich, Switzerland (Swiss Air Operator Certificate No. CH.AOC.1059); or
- Boutique Aviation GmbH, having its registered office at Hegelgasse 8/14, 1010 Vienna, Austria (Austrian Air Operator Certificate No. OE.AOC. A-172);

in each case in its capacity as an operator or a carrier, which, for the avoidance of doubt, shall include such situations where flights are subcontracted to another carrier or operator ("**Subcontractor**"). These GTC form integral part of all offers, proposals and quotations ("**Quotation**"), and flight confirmations or similar firm confirmations issued by BQA ("**Confirmation**"), and, together with the Confirmation, shall form the flight agreement between the customer and the relevant company of BQA, as designated in the Confirmation (the "**Flight Agreement**").

The rights of the passengers (which means any person, other than aircraft crew members, carried or to be carried in an aircraft under the Flight Agreement) are also subject to the terms of the Flight Agreement. The use of BQA's flight services, be it personally or for the benefit of third parties, implies the acceptance of these GTC.

Changes to the Flight Agreement (including these GTC) are valid only when expressly agreed to in writing by BQA. Any terms and conditions of the customer, whether or not contradictory to the Flight Agreement (including these GTC), shall not apply to the provision of services by BQA, unless such terms and conditions or any particular provisions thereof have been expressly agreed to in writing by BQA.

II. FLIGHT AGREEMENT

The subject matter of the Flight Agreement is the transport of passengers by aircraft from the point of departure to the point of destination as stated in the Confirmation. However, any such transport is subject to the aircraft availability and serviceability, the aircraft's owner approval and to all necessary permits, including take-off and landing permits, PPRs ('Prior Permission Required'), airport slots, traffic rights, etc., and that weather conditions permit any such transport.

Reservations of flights will only be held following receipt of the Quotation countersigned by the customer. However, BQA may withdraw from a Quotation at any time at its discretion and shall not be legally bound towards a customer or any other party or person to perform any flights or to render any services in connection therewith, unless BQA has issued to the customer a Confirmation signed by BQA.

Where a charter broker or agent signs the Quotation for its principal, the principal will be the customer under the Flight Agreement, and the charter broker or agent shall be jointly and severally liable with its principal for the obligations stipulated in the Flight Agreement.

Flight arrangements exceeding a price of EUR 200'000 (or equivalent in any other currency) will only be confirmed by BQA once a 10% non-refundable deposit has been received by BQA.

The customer understands and agrees that flight schedules may vary due to obtained airport slots, and that the entire operation and timing are, inter alia, subject to confirmation of airport slots and flight permissions of the relevant civil aviation authorities along the route. BQA cannot guarantee and/or influence the time frame for obtaining these confirmations and permits, which may result in changes to the times stated in the Quotation and/or Confirmation.

General Terms & Conditions

April 2023

BQA, at its sole discretion, reserves the right to sell to third parties any available empty flight leg capacity that is not included in the Flight Agreement, but directly related to the customer's operation (before, during or after the period in which the aircraft is made available to the customer), without notice or any compensation to the customer.

Should the subject matter of a Flight Agreement be for such an empty flight leg sold at advantageous rates, the customer acknowledges and agrees that any such flight is subject to changes (day and schedule) and/or cancellations as they are directly related to the main flight or flights for the other customer's operation. BQA cannot be held responsible for such changes or interruptions of plans.

III. FLIGHT PRICE

The confirmed flight price includes the direct aircraft operating costs (such as crew, fuel and maintenance, air navigation-, airport- and handling-fees, landing and overflight charges), standard VIP-catering according to the time of day and the duration of the flight, passenger insurance and passenger taxes. Unless otherwise specified in the Confirmation, the flight price stated is exclusive of any applicable VAT (if any).

The confirmed flight price excludes any additional items, services or charges, such as, but not limited to:

- satellite phone or on-board internet costs, if and where available;
- cleaning and repair costs in the event of damage caused by the passengers;
- catering wishes beyond standard;
- de-icing (at the airport of departure and on the corresponding positioning flights);
- war risk insurance;
- transfer of passengers to and from airports;
- special requirements (e.g., non-preferred FBO's costs, costs for VIP lounges and terminals, costs for extending opening hours, airfield fire category upgrades, visa costs, any customs fees and taxes, VAT, etc.); or
- costs incurred due to changes made after the date of the Confirmation or customer-side non-compliances with the terms of the Flight Agreement.

The confirmed flight price is calculated based on the fuel price applicable at the time of the Confirmation. If, by the time of the flight, the fuel price has changed more than 5% (up or down), a fuel surcharge or a reduction, respectively, will apply.

On request, BQA can arrange ground transportation (such as limousine service), in which case BQA shall act as the customer's agent. BQA 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, BQA may include the costs of such transportation as a part of the flight price invoiced to the customer.

BQA reserves the right to claim from the customer all damages to the aircraft and/or its interior, including any consequential damages and financial losses (including loss of profit). Any such damage will be invoiced to the customer separately, along with a 15% disbursement surcharge on all third-party costs incurred by BQA in respect of such damage.

General Terms & Conditions

April 2023

IV. PAYMENTS

Unless otherwise agreed in writing, the customer shall pay the full flight price by cleared funds received into BQA's designated bank account by no later than three (3) working days prior to departure of the flight. Failure to pay the flight price or any other amount due to BQA by the customer entitles BQA to cancel the flight and the cancellation terms to be applied.

Without prejudice to any other right of BQA stated herein or by applicable law, if the customer fails to pay any amount (including but not limited to the flight price) by its due date, BQA is entitled to charge default interest thereon at a rate of 12% per annum without further notice starting from the due date through to the date on which payment of the invoiced amount has been received by BQA in full. In addition, the customer shall fully indemnify and hold harmless BQA for further claims brought against, or incurred by, BQA due to such late payment by the customer.

VISA, Mastercard and American Express will be accepted as payment of the charter price or as a guarantee for the reservation of the relevant flight, provided, however, that payment shall only be deemed to be made if the relevant amount is irrevocably credited to BQA's designated account.

All payments to BQA (including but not limited to the flight price) shall be made in the designated currency and without deduction, withholding, set off or counterclaim, whatsoever. Any bank charges or other fees in connection with such payments shall be fully borne by the customer.

V. OBLIGATIONS OF THE CUSTOMER AND THE PASSENGERS

The customer acknowledges and agrees that restrictions may apply to the carriage of passengers in case of certain medical conditions. BQA applies the relevant regulations and guidelines on fitness to fly.

The customer shall provide BQA information and documentation reasonably requested by BQA, in particular relating to the intended flight schedule (departure and arrival times, places of departure and destination), and as soon as possible but in any case, prior to the departure of the flight or until such earlier time as BQA may indicate, the number and full names and addresses of the passengers along with copies of their valid passports. After the information on the passengers has been submitted to BQA, the customer may change passengers only with BQA's prior consent, such consent not to be unreasonably withheld; the carriage of additional passengers is subject to BQA's prior approval, and, as the case may be, adjustment of the flight price.

The customer undertakes to distribute to all passengers the Information Notice in the Annex hereto, the flight schedule details set forth in the Confirmation (which, in the absence of any individual passenger tickets, is considered as the collective document of carriage / passenger ticket), and any further flight brief or individual passenger tickets (if any) furnished to it by BQA or the Carrier for delivery to passengers. The customer shall indemnify BQA for any damages and losses BQA may suffer as a result of any failure on the customer's part to deliver such Notice and tickets.

The customer shall be responsible for ensuring that each passenger is in possession of all necessary passports, visas, health certificates and other similar documents and for ensuring that passengers observe and comply with all laws, rules and regulations in relation to their carriage by air. BQA shall have no obligation to arrange for and ensure compliance by the passengers with any applicable entry, exit, tax, visa, customs, immigration, health or other formalities. BQA shall be entitled to refuse passengers who are subject to sanctions issued by any jurisdiction within which BQA, the Subcontractor (if any) or any of their respective affiliates operate, or to which the Aircraft is designated to fly in accordance with the flight schedule.

General Terms & Conditions

April 2023

BQA shall not be liable if a minor is carried without the consent of its legal representative. Furthermore, the customer is responsible of the behavior of the minor. Damage caused by the minor in and to the aircraft and its interior may be charged to the customer in accordance with the terms set forth herein.

The customer shall observe and comply with and shall ensure that all passengers observe and comply with, all applicable laws, regulations, orders (including, but not limited to, internal regulations or orders issued by BQA from time to time and BQA's or the crew instructions,) decrees, instructions, permits, licenses and authorities issued for the flights and/or issued by any competent governmental or other authority. This shall include, but not be limited to, customs, police, public health and all other pertinent regulations and authorities in the countries in which the aircraft departs and lands, and that such passengers comply with all pertinent requirements, documentary or otherwise, with respect to themselves or their baggage, and pay all taxes and duties that may be imposed on such passengers in connection with their baggage or otherwise.

In particular, the customer is responsible for ensuring that passengers carry the necessary travel documents (passport) and any exit and entry permits (visas) in accordance with government requirements. Should an authority deny a passenger exit or entry, the customer shall bear all costs and any fines.

BQA accepts no responsibility with regard to a breach by the customer or any passenger of any obligations contained herein and, in addition, the customer shall hold BQA fully harmless for any damage, costs and expenses incurred by BQA in connection with any such breach.

VI. CONFIRMATION CHANGES BY THE CUSTOMER

If the customer wishes to change the confirmed flight schedule, BQA will use best endeavors to accommodate the customers' requests, provided, however, that applicable aviation regulations, crew duty and rest time restrictions and air traffic control requirements can be complied with, and such changes do not conflict with any other flight schedule of the aircraft. The customer acknowledges and agrees that any such change may result in an adjustment of the confirmed flight price.

Should departure be delayed because the passengers are not ready to board at the agreed time (which, if not indicated in the Confirmation, shall be 30 minutes prior to the scheduled departure time of the flight), BQA will not charge any additional costs if the delay does not affect subsequent flights. However, should the delay exceed the tolerance time in accordance with the daily flight schedule of the aircraft, crew duty time limits, airport PPRs and slot approvals, BQA shall have the right to charge to the customer any additional costs caused or to refuse the transport of the passengers. All costs related to the delay of the passengers, such as the costs for repositioning of the aircraft, the opening hour surcharges of airports or the waiting time costs and the costs for change of the crew, will be charged to the customer.

VII. CANCELLATION FEES

In the event of cancellation or partial cancellation of the confirmed flight schedule of the flight arrangement, depending on the timeframe of cancellation or in the event of a 'no show', the following cancellation fees become due and payable by the customer to BQA (calculated from the confirmed flight price of the cancelled flight schedule or the relevant part thereof):

- | | |
|---|-----|
| · after the date of the Confirmation: | 10% |
| · less than 15 days prior to departure: | 30% |
| · less than 72 h prior to departure: | 50% |

General Terms & Conditions

April 2023

- less than 48 h prior to departure: 75%
- less than 24 h prior to departure or 'no show': 100%

Cancellation by the customer shall be notified to BQA by electronic mail to charter@boutique-aviation.com, and the time of cancellation is considered to be the time BQA actually receives the corresponding email.

In addition to the cancellation fee, BQA has the right to charge the customer for any costs incurred in connection with a cancellation, including, but not limited to, costs for positioning flights, ground services costs, crew costs, permission fees and other costs directly related to flight preparation and any cost and fees charged to BQA by any Subcontractor (if any) in relation to the cancelled flight.

Cancellation insurance is not included in the confirmed flight price, and it is the sole responsibility of the customer and/or the passengers for obtaining such insurance at their own cost.

VIII. FLIGHT SCHEDULE CHANGES, DELAYS AND CANCELLATIONS

BQA will use best endeavors to comply with the confirmed flight schedule, aircraft and routing. However, delays or disruptions may occur due to flight safety (at the sole discretion of the captain), decisions and instructions given by any aviation authority (including air traffic control and airport authorities), refusal or withdrawal of other aviation authorizations (traffic rights, slots, clearances, etc.), unavailability of services or supplies required for a flight, war, military operations, strikes, airport or airspace closures, epidemics or quarantine restrictions, sanctions, crew and passenger health, weather events, technical reasons (up to and including an AOG ('Aircraft on Ground'), being a consequence of any technical defect preventing the aircraft from flying), or other events beyond the reasonable control of BQA, which prevent it from complying with or performing any of its obligations under the Flight Agreement.

BQA is entitled to cancel, postpone or redirect the flight without being in breach of the Flight Agreement or provide the customer with another aircraft, should any such occurrences or events arise, or the confirmed aircraft becomes unserviceable or unavailable of any other reasons.

If the confirmed aircraft becomes unserviceable or otherwise unavailable to carry out the flight schedule or any part thereof, BQA shall be entitled, but is under no obligation, to substitute it by any equivalent aircraft operated either by BQA or, subject to the customer's prior approval (which shall not be unreasonably withheld), by a properly licensed substitute carrier. If any flight is to be operated by a substitute carrier, any additional conditions of that substitute carrier shall apply.

If the confirmed aircraft shall for any reason (whether before or after commencement of the flight schedule) become unavailable or incapable of undertaking or continuing all or part of the flight schedule, and BQA for any reason does not substitute the aircraft, the remaining part of the flight schedule shall be cancelled. In such case, BQA shall, if any of the adverse events stated hereinabove are not attributable to the customer or any passenger, reimburse the amount paid by the customer in respect of the cancelled flight or flights, but shall not otherwise be under any liability to the customer, any passenger or any other person.

IX. PASSENGER BAGGAGE

The passenger baggage weight and numbers are limited for flight safety reasons and vary between aircraft types.

Certain items or equipment are not permitted to be brought on board the aircraft, as specified in the IATA's regulation on dangerous goods (<https://www.iata.org/en/publications/dgr/>), Table 2.3.A "Provisions for

General Terms & Conditions

April 2023

Dangerous Goods Carried by Passengers or Crew". Any question in respect of such item shall be referred to the Carriers prior to entering into the Flight Agreement or prior to any flights.

To manage the expectations, the customer shall provide BQA with complete information about the type, size, number, and weight of luggage as soon as possible prior to departure of the flight.

BQA reserves the right to refuse to carry items of excessive weight and/or size on the day of the flight for safety reasons if, at the sole discretion of the pilot in command, damage or hazard to the passengers and the aircraft cannot be positively ruled out or if the item is considered as otherwise unsuitable for performance of the flight.

If the customer arranges to transport sensitive goods (delicate equipment and equipment sensitive to vibrations, temperature and pressure, delicate materials, plants, trees, glass and any type of weapons) or valuable goods whose assumed value is not covered by the statutorily stipulated liability, the customer must inform BQA of this fact prior to concluding the Flight Agreement, shall obtain all import and export documentations required and must pay a surcharge or take out special insurance. 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.

BQA takes no responsibility for loss or damage to luggage or personal belongings. Any transport costs for 'lost and found items' must be borne by the customer.

X. PETS AND SMOKING

Smoking (this also included electronic cigarettes and heats) and the transport of animals may be prohibited on flights, depending on the individual aircraft. However, should it be allowed, a special cleaning fee may be charged in case of contamination and the customer is entirely responsible for all damages, including any consequential damages and financial losses (including loss of profit).

Furthermore, passengers carrying pets are entirely responsible for the transportation of the animal in an appropriate cage and for the relevant documentation and vaccinations as per the requirements of the respective countries, which BQA may request at its sole discretion.

XI. CAPTAIN'S DISCRETION

The captain of the aircraft remains exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft and for all phases of the flight including take off, in flight and landing.

The captain is authorized to give instructions to all passengers and all passengers are obliged to follow the captain's instructions and the instructions of any other crew member. Should a passenger not follow such instructions, he or she shall be liable for the consequences of his or her behavior.

XII. TERMINATION

Termination, cancellation, or stoppage of a flight can occur at any given time at BQA's absolute discretion and without notice if:

- the customer has not paid the confirmed flight price (unless another payment term was agreed);
- it is necessary for reasons of onboard safety or security, or to avoid a breach of regulatory or statutory condition in the state in which the flight departs or lands or whose airspace is used;
- the carriage may endanger the safety or health or not insignificantly impair the well-being of the crew;

General Terms & Conditions

April 2023

- a passenger is not in possession of valid travel documents;
- a passenger has refused to undergo a security check;
- a passenger intentionally damages the interior and/or exterior of the aircraft;
- a passenger harasses one or more crew members in a sexual or otherwise unacceptable way, his/her presence is intolerable to other passengers, for example due to drug abuse or drunkenness, or he/she exposes himself/herself, other persons or objects to danger;
- a passenger's personal conduct, state of health or state of mind is such that the person suffers from infectious illness, or the person requires special assistance from BQA which cannot be granted by the captain, or if such assistance would cause disproportionate inconvenience; or
- a passenger is in breach of any applicable laws or regulations of the country of departure, overflight and/or destination, or any sanctions;

If a termination, cancellation, or stoppage occurs for one of the aforementioned reasons, BQA shall have the right to charge the passenger or customer for the full confirmed flight schedule and any additional costs incurred by BQA. In addition, the customer shall hold BQA fully harmless for any damage, costs and expenses incurred by BQA in connection with any of the aforementioned acts or omissions.

XIII. LIMITATIONS OF LIABILITY

Except as expressly provided for in national and international applicable laws as set forth hereinafter, in no event shall BQA be liable to the customer or any passenger for any loss or damage whatsoever (including, but not limited to, incidental, consequential or special damages, such as lost revenues, lost profits or lost prospective economic benefits), arising out of or in connection with the Flight Agreement or any breach hereof.

The customer and the passengers expressly accept that BQA obligations shall be subject to the national and international rules on air carrier's limitation of liability and/or limitation of compensation and to all other provisions applicable to BQA of the specific flight and established by the national and international applicable laws including, but not limited to, the Federal Decree on Air Transportation (LTrV) and the applicable international regulations (the Montreal Convention 1999, the Warsaw Convention 1929, and European Council Regulations nos. (EC) 2027/97, (EC) 889/2002, (EC) 785/2004 and (EC) 285/2010) or by any other convention applicable by virtue of the law.

The exclusions and/or limitations of liability applicable to air carriers shall also apply to BQA and shall be extended to BQA's personnel or designated representatives and to any legal entity whose aircraft is to be used by BQA for transportation, as well as to the responsible legal entities of agents or representatives.

The customer shall indemnify BQA against all claims and expenses (including legal fees and costs) in respect of any liability of BQA to third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the customer, its servant or agents or any passenger carried by authority of the customer, or for any such reason or circumstance, subject to the exception and provision mentioned herein.

Without prejudice to the liability of BQA for the carriage of passengers by air, BQA shall not have any liability to the customer for the death of or injury to any passenger occurring in connection with the Flight Agreement.

If the confirmed aircraft is operated by a Subcontractor, the terms and conditions of carriage stipulated by that Subcontractor (including its cancellation policy, if higher) will apply together with the regulations of that operator's resident country as well as the regulations of the Warsaw Convention 1929 and/or the Montreal Convention 1999,

General Terms & Conditions

April 2023

as applicable. BQA shall not be held liable for insufficient coverage of the aircraft nor shall BQA be liable under any transport contract stipulated between the Subcontractor and the customer. The customer waives all rights of subrogation against BQA and holds harmless BQA for any loss of/or damage to property as well as for any personal injury and/or death of the passengers to be transported.

No agent, representative or employee of BQA other than the duly authorized signatories of the relevant company of BQA shall be entitled to consent to any such change of the terms and conditions of this section XIII.

XIV. PERSONAL DATA

BQA will use the personal data of the customer and the passengers only for the purposes of carrying out the Flight Agreement, including obtaining services associated therewith (such as catering, limousine), facilitating immigration formalities and entry into the territory of a state, as well as providing for the security of flights.

The customer's and the passengers' personal data will be processed by BQA, acting as data controller, and only where there is a legal basis to do so. In almost all cases, the legal basis will be: (i) performance of the Flight Agreement (ii) compliance by BQA with a legal obligation, (iii) protection of the vital interests of the passengers or another person, and (iv) where specifically mentioned or requested, the passengers' consent to BQA to use their personal data for a particular purpose.

BQA may be obliged to disclose the customer's and its passenger's personal data to governments, regulatory authorities, or law enforcement agencies (such as customs, immigration, tax, etc.) of any country from, to or over which the aircraft will fly. The customer's and the passengers' personal data may also be disclosed to BQA's suppliers and the Subcontractor (if any) only to fulfill the purposes mentioned above.

Due to the nature of BQA's business and depending on the destinations listed in the flight schedule, the recipients of personal data may be based in a country which does not offer an adequate level of protection as determined by the European Commission, and may have access to all or some of the personal data processed by BQA (surname, first name, passport number, copy of ID/passport, travel details, etc.), which is transmitted to them by BQA solely for the purposes mentioned in clause hereinabove. The customer hereby represents and warrants to have informed the passengers of such transfer and associated risks for their privacy.

The customer hereby expressly acknowledges and accepts that the provision of certain specific ancillary services (such as arranging for special meals, organization of medical assistance in emergency situations) may lead BQA to process and disclose special categories of personal data. Such personal data is used solely for the purpose of the provision of specific ancillary services. The customer hereby represents and warrants to BQA that (i) the passengers have consented to the processing of such personal data to the extent necessary to provide the ancillary services, (ii) such consent is valid and documented, and (iii) the customer can provide a copy of such consent to BQA at any time at BQA's request.

The customer and its passengers have the right to request from BQA access to, rectification, erasure, restriction or objection of processing or portability of their personal data. These rights can be exercised by sending an email or a letter to BQA's designated address. The customer undertakes to timely inform the passengers of these rights, and of the potential consequences associated with exercising such rights as described herein.

The processing of certain personal data of the customer and the passengers is mandatory for carrying out and invoicing the customer, as well as to conduct flight operations and as required by local/regional local statutory/regulatory rules and competent administrations or authorities. The exercise by the customer and/or the passengers of any of their rights mentioned herein may entail an impossibility for BQA to continue processing the

General Terms & Conditions

April 2023

personal data required for the above purposes, which may result in a lack of access to certain specific ancillary services (special meals, etc.), boarding denial or even cancellation of the flight, in which case cancellation fees herein shall become payable by the customer, as well as additional damages of BQA, if any. Pursuant to the applicable laws and regulations, a failure to provide certain personal data or the inaccuracy of certain personal data may also result in a decision to deny entry into the territory of a state. BQA shall not be liable for any damages and losses resulting from or relating to any such consequences of restrictions of processing personal data.

The customer represents and warrants to have informed the passengers of their right to lodge a complaint related to the processing of their personal data BQA with the supervisory authority of their country of residence within the European Union.

BQA will retain customer's and passengers' personal data for as long as will be needed for the purposes of processing set forth herein, and as long as there is a legal (including for certain data the 10-year standard legal hold retention obligation applicable to BQA) or business need for such data to be retained.

The customer shall ensure that the above provisions are brought to the attention of the passengers. The customer shall also ensure that any personal data provided to BQA by the customer or on behalf of the passengers has been collected lawfully, fairly and in a transparent manner to enable such personal data to be processed by BQA, its suppliers and the Subcontractor (if any) for the purposes mentioned herein. The customer shall indemnify and hold BQA harmless against all costs, expenses (including legal expenses), damages, loss (including loss of business or loss of profits), liabilities, demands, claims, actions or proceedings, which BQA may incur arising out of or relating to: (i) BQA's compliance with any instruction given by the customer to BQA in relation to the processing of personal data (including personal data of passengers); or (ii) any breach by the customer of the of the provisions herein.

XV. ASSIGNMENT AND TRANSFER

Neither the customer and nor any passenger shall be entitled to transfer or assign the Flight Agreement in whole or in part, or any rights resulting thereof, including bookings, tickets or flights, to any third party, without BQA's express prior written consent. BQA may at any time subcontract performance of the Flight Agreement, or any flights comprised in the confirmed flight schedule to any properly licensed carrier, provided the conditions agreed in the Flight Agreement are not significantly affected.

XVI. NO SET-OFF

The customer shall not be entitled to set-off any claim the customer may have against BQA against any claims of BQA (which includes, without limitation any claim of BQA for payment in connection with the Flight Agreement).

General Terms & Conditions

April 2023

XVII. SEVERABILITY

If any one or more clauses of the Flight Agreement (including these GTC) 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. An unenforceable clause must be interpreted, reformulated or amplified in such a way as to achieve the intended purpose thereof, insofar and to the extent as this is permitted by the law.

XVIII. APPLICABLE LAW AND JURISDICTION

The Flight Agreement shall exclusively be governed by and construed in accordance with the laws of Switzerland (in relation to Boutique Aviation AG, Switzerland), or Austria (in relation to Boutique Aviation GmbH, Austria), excluding the UN Convention on the Sale of Goods (CISG) and any conflict of law provisions.

Subject to the applicable mandatory provisions of international and domestic law, any dispute, controversy or claim arising out of or in relation to the Flight Agreement, including the validity, invalidity, breach or termination thereof and non-contractual claims, shall exclusively be submitted to the competent courts of Zurich, Switzerland (in relation to Boutique Aviation AG, Switzerland) or Vienna, Austria (in relation to Boutique Aviation GmbH, Austria), respectively.

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General Terms & Conditions

April 2023

ANNEX

This is a notice required by European Community Regulation (EC) No 889/2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community legislation, the Montreal Convention or applicable law. This notice does not form part of the contract between the Carrier and the Passenger. No representation is made by the Carrier as to the accuracy of the contents of this notice.

INFORMATION NOTICE BASED ON COUNCIL REGULATION (EC) NO. 2027/97 (AS AMENDED)

Air carrier liability for passengers and their baggage

This information notice summarizes the liability rules applied by European Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 128,821 SDRs (approximately € 161,844 as of March 1, 2023) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately € 20,102 as of March 1, 2023).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,288 SDRs (approximately €1,618 as of March 1, 2023). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days from the date on which the baggage was placed at the passenger's disposal.



General Terms & Conditions

April 2023

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

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