

## GENERAL TERMS AND CONDITIONS

Boutique Aviation (referred to below as “BQA”) is a Swiss Share company having its registered office in Zurich. It offers helicopter and private Jet services from/to Switzerland and any destination Worldwide.

By booking a helicopter flight or a Jet transfer with BQA, the passenger or the party ordering a flight (referred to below as the “Client”) accepts automatically if not declined the following General Terms and Conditions (“GTC”). The provisions regarding transportation stipulated by national and international aviation law shall be subsidiarily applicable.

### GENERAL PROVISION

#### 1. SCOPE OF VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF BQA

These General Terms and Conditions apply to all transport operations which a Client agrees with BQA. Any divergences must be stated in writing in order to be valid.

#### 2. SCOPE OF VALIDITY OF PARTNERS ‘GENERAL TERMS AND CONDITIONS

The provision of packages or separate services by other operators or service companies (referred to herein as the “Partner(s)”) shall solely create a direct contractual relationship between the Client and the Partner in respect of services provided by the latter. Any terms and conditions stipulated by the Partner shall be applicable in this regard.

#### 3. CONCLUSION OF CONTRACT AND PERFORMANCE OF THE SCHEDULED FLIGHT

The transport contract shall come into being when a booking is made in writing or verbally. For the purposes of proof, BQA may confirm a verbal booking in writing.

Performance of the Flight Schedule is conditional on all necessary authorizations, including permission to start and land, PPRs, slots, traffic rights, being obtainable, weather conditions unless special circumstances prevail.

#### 4. CHARTER PRICE AND ADDITIONAL COSTS

##### 4.1 Charter Price

4.1.1 The Charter Price includes aircraft operating costs including crew, fuel and maintenance, air navigation, en route and approach charges, airport and handling fees, crew allowances, standard inflight catering (unless specified otherwise in the Charter Quotation) and refreshments, newspapers and magazines, passenger and cargo insurances and passenger taxes, crew accommodation and transport.

Any and all other costs are not included in the Charter Price and shall be paid by the Charterer to the Carrier in addition, unless otherwise stated in the Charter Quotation. In particular, but without limitation, the Charter Price excludes the following: any costs relating to trip extensions and modifications not covered by the Charter

Quotation and delays, whether such changes to the Flight Schedule are based on Charterer and/or passenger requests, or due to safety, operational or technical reasons or weather conditions (excluding the costs of repairing the Aircraft, but including the costs of arranging for a replacement aircraft); costs arising from Charterer and/or passenger requests; increase in fuel price and other cost increases occurring after the date of the Charter Quotation; fuel and insurance surcharges; de-icing charges, weather related or other hangarage costs; airfield fire category upgrades; catering beyond standard; extraordinary cleaning costs; passenger transportation landside; access to VIP lounges and terminals; out of normal hours airport charges; communication charges using satcomm or other means of communication.

- 4.1.2 In addition, the Charterer shall pay to the Carrier a 15% disbursement fee on all third-party services (except crew accommodation and transportation, and de-icing charges) not included in the Charter Quotation.
- 4.2 Price lists, information stated in brochures and media advertisements, etc. shall be valid for the relevant calendar year in each case but may be subject to changes and prices based on availabilities at time of booking.
- 4.3 The right to adjust prices is reserved in case of increases in the costs of kerosene, aviation/pilots 'licenses, landing fees, change of route and the like.
- 4.4 The Client shall pay the balance of the Charter Price to BQA within five (5) working days before departure and in any case prior to departure. Should money not be visible on the account prior departure a credit card must be provided as guarantee. In the event that payment has not reached the accounts and credit card is not provided for guarantee and amount blocked in the system, the flight will not be performed.
- 4.5 The payment of the Charter Price shall be made in the quoted currency, which will be Euros, Swiss Francs, or such other currency as is agreed between the parties in advance and without deduction or set off unless otherwise agreed in writing between the parties. All prices are understood to be in Swiss francs or Euro. US Dollars, Sterling, or other local currency can be agreed by the parties on mutual convenience. Should a flight be quoted in Swiss francs it is the right of BQA to establish the currency exchange rate
- 4.6 Unless payment of the Charter Price is made within 7 days of the price being quoted, Air- Dynamic reserves the right to recharge the Client for any fluctuation in the exchange rates applicable to the currency quoted.
- 4.7 For the purpose of this section, time shall be of the essence and non-payment shall entitle BQA to cancel or suspend the Flight scheduled without liability and without prejudice to BQA's right to claim from the Client the sums remaining unpaid.
- 4.8 If payment has not reached the account of BQA when due, interest on the amount overdue will be payable at 5% per month or part of a month, compounded monthly.
- 4.9 Should payment be made by credit card, the Client shall not later dispute the payment when the invoice for that payment is rendered by the credit card company. In case the payment is made by credit card, Client shall provide Air- Dynamic with a copy of front and back of valid credit card along with the ID document and signed form provided by Air- Dynamic. Payments by Credit card will be charged with an extra 4% admin fee.
- 4.10 A travel insurance for an eventual withdrawal is not included in the price. Clients are responsible to obtain their own insurance for travel cancellation and for COVID related issues.

4.11 Vouchers are valid for a defined period to be agreed with the Client. They will not be paid out in cash. Campaign offers cannot be accumulated with other discounts in any case.

4.12 Pets are generally allowed to fly on board of aircrafts, yet reconfirmation needs to be obtained for each flight as some owners might not approve it and a special cleaning fee (usually between 300€ and 600€) will be charged. Furthermore, the owners of pets are entirely responsible for any damage occurred, for the transportation of the animal in an adequate cage and for the relevant documents and vaccinations as per each Country requirement. The owner shall provide to BQA upon request a valid certificate of liability insurance or any other guarantee BQA at its sole discretion may ask. The owner is liable for any and all damages caused by the pets on board of the aircraft including any consequential losses and pure financial losses.

## **5. PILOT'S RIGHT TO ISSUE INSTRUCTIONS.**

5.1 The pilot, acting as the commander of the craft, shall be authorized to issue instructions to all Clients. All Clients must follow his instructions and the instructions of any other member of the crew. Should a Client not follow such instructions, he shall be liable for the consequences of his behaviour.

## **TRANSPORT OF PERSONS**

### **6. TYPE OF HELICOPTER OR JET**

6.1 The type of helicopter or jet selected when the booking is made shall not be binding. BQA reserves the right to deploy a different type of helicopter or jet of the same category and standard as the aircraft booked without any increase or reduction in cost to the Client if required.

### **7. FLIGHT CONFIRMATION**

7.1 BQA shall issue individual or group transportation written Flight Confirmations according to the contract of carriage before the flight.

7.2 If unusual circumstances make it impossible for BQA to issue a written Flight Confirmation, the limitations stipulated in these General Terms and Conditions shall apply.

### **8. LUGGAGE**

8.1 BQA shall transport luggage subject to the space available in accordance with aircraft cargo hold dimensions and weight and balance restrictions and limitations.

8.2 When several Clients travel as a group, the weight limits may be aggregated. In any case, total weight may vary from trip to trip based on flight planning considerations, that also takes into account distance, number of people/bags and type of aircraft.

8.3 When flying helicopters for reasons of safety (e.g. due to weight limits), BQA may arrange for the luggage to be sent separately to the agreed destination by road or by air. The costs of such additional transportation shall be borne by the Client.

8.4 Client is responsible to provide full information about luggage type, size, number and weight prior departure and the feasibility of boarding the luggage will be reconfirmed by BQA.

8.5 BQA takes no responsibility in case of loss or damage of luggage or personal objects. Eventual transportation costs of "lost and found objects" need to be carried by the client.

## **9. DELAYS, CANCELLATION, PROGRAM CHANGES BY BQA**

9.1 BQA reserves the right to cancel a flight due to technical and/or meteorological and/or operational reasons (AOG). It is in its interest to find the most appropriate solution to resolve the problem and to find an alternate aircraft, possibly of the same category, to perform the flight but will not be held liable for not finding an alternate aircraft for the same time and/or day nor for possible extra costs, nor for any damage or loss.

9.2 If the flight is delayed or postponed due to technical, meteorological or operational reasons, or for other reasons over which BQA has no control, BQA shall not be liable for any damage or loss. BQA does not assume any liability for catching connecting flights.

9.3 A change to the program or route due to technical, meteorological or operational reasons might require an adjustment to the price which will be at client's costs.

9.4 Should BQA have to abort a flight prematurely for technical or meteorological reasons, BQA shall transport the passenger, at BQA's option, by another mean of transport either back to the starting point, or to an alternate airport or to the destination, as soon as possible. If a return to the starting point is chosen, BQA shall re-arrange the flight as soon as possible and extra costs shall be mutually without any prejudice for any future arrangement agreed between BQA and the Client. Any further claims shall be excluded.

9.5 If, prior to departure, BQA points out to the Client that the flight may have to be aborted for meteorological reasons, and should the Client accept this risk, the Client shall pay for the rest of the journey to the destination and/or his return to the starting point by any other means of transport. Even if the flight is aborted, the Client shall owe Air- Dynamic the price agreed for the transportation plus any other costs incurred by BQA incl a fee for the additional service.

9.6 If the flight is cancelled due to reasons for which the Client is not responsible, BQA shall refund the price paid for the booking/package if it was impossible to offer an appropriate substitute service at the location. Any further claims shall be excluded. For round trips and any flights based on a voucher, the flight shall be deferred to a later time. Any further claims shall be excluded.

9.7 Should BQA be culpably in default, the Client must set an appropriate additional grace period for performance by BQA. Claims for compensation of damages may be asserted only if BQA's default was due (at least) to gross negligence on BQA's part. The same shall apply if BQA is unable to perform due to reasons for which BQA is responsible. Liability is limited to direct damage or loss in both cases. Any further obligation to pay compensatory damages is explicitly excluded.

9.8 Should the flight stay planned and extra costs occur for waiting time, including but not limited to costs caused by de-icing time, time-slot delays, additional hangarage, Aircraft/Helicopter parking and other additional airport charges as well as crew and pilot expenses for accommodation, a meal and refreshments required, extra costs will be charged to the client.

9.9 Termination Termination/cancellation of the flight can occur at any given time at BQA's absolute discretion if:

- It is necessary for reasons of 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 or;
- If the carriage may endanger the safety or health or not insignificantly impair the well-being of the crew, including but not limited to a risk (real or assumed) of infection of Covid-19; or
- the Passenger has refused to submit to a security check; or
- the contracting party has not paid the contractually agreed fare shown in the charter contract; or
- the Passenger is not in possession of valid travel documents; or
- the Passenger intentionally damages the interior and/or exterior of the aircraft; or
- the Passenger harasses one or more crew members in a sexual or otherwise unacceptable way
- such measure is necessary to avoid a conflict with the rules of states of take-off, overflight and destination;
- Passenger's personal conduct, condition or state of health or state of mind is of a kind that:
  - the person suffers from infectious illness;
  - the person requires special support from the airline which cannot be granted by the captain, or if such support would cause disproportionate inconvenience;
- the person causes substantial or repeated annoyance, or his / her presence will be intolerable to other Passengers, for example due to drug abuse or drunkenness
- the person exposes himself /herself, other persons or objects to danger.
- the person or the intention of the flight is in breach of UN/USA/EU/Swiss/Liechtenstein or any other sanctions.

9.10 Empty legs can be sold at advantageous rates, however they are liable to changes (such as day and schedule) and/or cancellation since they are directly linked to the main flight. BQA shall not be held responsible for such changes or interruption of plans.

## 10. DELAY, CANCELLATION, PROGRAM CHANGES BY THE CLIENT

10.1 Should departure be delayed because the Client is not ready to board at the agreed time, BQA will not charge extra costs if the delay does not affect subsequent flights, should the delay exceed the tolerance time communicated by BQA in accordance with the daily programs of the jet / helicopter as well as the duty time of crew and allowance of PPR and slots of the airports, BQA has the right to charge any additional costs caused or to refuse the service of passengers transport. All costs related to the delay of the Client, such as new positioning of the aircrafts, opening times of airports, change of crew will be charged to the Client. Waiting time of crew might occur into expenses which will be communicated by BQA on time to time basis.

10.2 In case of cancellation, the Client shall incur the following penalties:

- "No show" or cancellation 24 hours before scheduled time of flight: 100%
- 24 and 72 hours before scheduled time of flight: 75%
- 72 hours until 7 days before scheduled time of flight: 50%
- 7 days until 14 days before scheduled time of flight: 30%
- from confirmation: 10%

10.2.1 If one or more individual flights listed in the Flight Schedule are cancelled after the Charter has begun, the cancellation fee shall always be 100% of the Charter Price.

- 10.2.2 If and to the extent a sub-carrier is involved in the Charter, the cancellation fees of the sub-carrier shall apply if higher.
- 10.2.3 The Carrier reserves the right to claim additional damages. Any balance remaining of any amounts already paid by the Charterer in terms of clause 4 above shall be reimbursed to the Charterer by the Carrier.
- 10.2.4 The time of receipt by the Carrier of the written cancellation notice shall be relevant to determine the applicable cancellation rate.

The Partner's additional cancellation conditions and costs shall also apply in case of packages and separate/individual services.

- 10.3 The prices of transportation, packages and/or individual/separate services do not include insurance for cancellation costs. The Client is advised to take out appropriate insurance unless such cover is already in place.
- 10.4 If the Client makes changes to the program (e.g. about timing or route), BQA reserves the right to adjust the price.
- 10.5 Flights to foreign countries / travel documents. For international flights, the Client shall be responsible for carrying with him the required travel documents (passport) and any exit and entrance permits (visas) and COVID related documents based on Government's requirements. Should an authority refuse him exit or entry, the Client shall be responsible for paying the costs and any fines.
- 10.6 The Charterer shall not be entitled to assign the benefit of the Contract to any other person without the consent in writing of BQA.

## **11. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 11.1 Except as expressly provided in these terms and conditions, BQA shall not be liable to the Client and Passenger in any manner whatsoever for any loss or damage whatsoever (including, without limitation, consequential loss or special damage. Air- Dynamic shall not be liable for any incidental or consequential damages suffered by the Client and/or Passenger, including lost revenues, lost profits, or lost prospective economic advantage, arising from this agreement or any breach hereof.
- 11.2 Clients and 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 the carrier 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 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.
- 11.3 The exclusions and/or limitations of liability applicable to the carrier will also be extended to BQA, and will also be extended to carrier's staff and to BQA's staff or designated representatives and to any legal person whose Aircraft/Helicopter were to be used by the carrier for transport, as well as agents, or representatives' responsible legal persons. No agent, employee or representative of carrier has authority to change or delete any provision of these terms.

- 11.4 All claims against BQA shall be raised within a month after the end of the Flight and in written form, otherwise the claim shall be considered definitively time barred.
- 11.5 The Client 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 Client, its servant or agents or any Passenger carried by authority of the Client, or for any such reason or circumstance, subject to the exception and provision mentioned in that paragraph.
- 11.6 Without prejudice to the liability of BQA in respect of the carriage by air of passengers and cargo, Air- Dynamic shall not have any liability to the Charterer for the death of or injury to any passenger occurring in connection with the Charter.
- 11.7 The Client understands and agrees that, schedule may vary due to obtained airport slots and that the whole operation and timings are subject to confirmation of airport slots and flight permissions of the Civil Aviation Authorities along the route. In this respect BQA cannot guarantee time framework for obtaining those authorizations and as a result may cause change of times of schedule in the Confirmed Charter.
- 11.8 Where the flight is sub-chartered to any other Charter their respective terms and conditions shall apply. Air-Dynamic shall not be held liable for insufficient coverage of the Aircraft nor shall BQA be liable under any transport contract stipulated between the sub charter and the client. The client 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.

## **12. LIABILITY & INDEMNITY BY CHARTERER; CHARTER BROKER**

- 12.1 The Charterer shall indemnify and keep indemnified BQA against any loss, damage and claims as well as costs and expenses which BQA may incur in relation to the Charter, in particular in respect of damage inflicted by the passengers upon the Aircraft, or as a result of any passenger not being in possession of an identity document, visa, health certificate or other document required during the Charter, to the extent such loss, damage and claims, costs and expenses have not been caused by the Carrier's or the Carrier's employees', officers' and directors' own gross negligence or wilful misconduct.
- 12.2 Where a charter broker or agent signs the Charter Quotation for its principal, the principal will be the Charterer under the Charter Agreement, and the charter broker or agent shall be jointly and severally liable with its principal for the obligations stipulated in the Charter Agreement.

## **13. FORCE MAJEURE**

- 13.1 BQA reserves the right to at any time postpone or redirect the flight or provide the Client with another similar Aircraft/Helicopter at the additional costs of the Client, in the event that the flight cannot be performed with the booked Aircraft/Helicopter due to any event or series of events within the definition of Force Majeure or when the safety of the Client, passengers or the crew from the Aircraft/Helicopter can reasonably be assessed to be in danger, at the discretion of the captain. BQA is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances and shall not be liable for any damages to the Client or its passengers arising from any such delay.

13.2 In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Client, excluding the cost of repairing the Aircraft/Helicopter, but including the cost of arranging an alternative Aircraft/Helicopter.

#### **14. PREPARATION OF TAKE-OFF AND PRIVATE LANDING SITES (FOR HELICOPTERS).**

14.1 The Client shall accept that flight is subject to obtaining all the required approvals for take-offs, drops and landings outside approved airfields and landing sites, and for flights over heavily populated areas. The Client must make such approvals available to BQA prior to the flight by providing contact persons/coordinates or photos of the locations.

14.2 The Client is responsible for ensuring that take-off and landing sites are impeccably prepared, and that on-site safety is guaranteed. Unauthorized persons must be prevented from entering the sites during flight operations. The Client shall ensure that spectators (if any) are kept at or beyond the required safety distance.

14.3 Private take-off and landing sites must be dust-free insofar as possible; loose objects shall be removed from or fixed to the site. Downwash may reach speeds of between 120 and 180 km/h during landing and take-off, and during transport or assembly/installation work. All liability on the part of BQA in respect of any damage caused by downwash to people, animals or property (vehicles, buildings, etc.) is explicitly excluded.

14.4 The Client shall be responsible for compliance with applicable safety regulations by its staff and by all other persons handling transport of the load or (for example) persons affected by installation thereof, or those who are present at the take-off and landing sites. The Client shall ensure that such persons are provided with the necessary safety equipment as specified and shall ensure that any persons not using such equipment leave the take-off and landing sites. If these regulations are disregarded, any liability and recourse claim against BQA shall be excluded in case of a damaging event.

14.5 For flights to populated areas, the Client shall notify the residents of such areas about the helicopter deployment at least five days in advance, informing them of the place, time and duration of the deployment and the nature of the cargo, as well as safety precautions such as closing windows, closing blinds, fastening loose objects, taking animals to a safe place and removing parked vehicles, and advising them of BQA's telephone number.

#### **15. TRANSPORT OF HAZARDOUS, VALUABLE OR SENSITIVE GOODS, DAMAGES**

15.1 Hazardous goods (such as explosives or chemicals) must be transported in compliance with the IATA provisions for hazardous goods.

15.2 About the transport of hazardous goods, the Client shall be responsible for ensuring that all employees involved in the preparation or transport of such cargo have been trained as required and that they hold the stipulated licenses. The Client must present the relevant licenses on request.

15.3 If the Client arranges to transport valuable goods whose assumed value is not covered by the statutorily stipulated liability of 22 SDR (special Drawing Rights) per kilogram, the Client must inform BQA of this fact prior to concluding the contract and must pay a surcharge or take out special insurance.



- 15.4 If the Client arranges to transport sensitive goods (animals, delicate equipment and equipment sensitive to vibrations, temperature and pressure, delicate materials, plants, trees, glass and any type of Weapons), the Client must inform BQA of this fact prior to concluding the contract and as appropriate, must pay a surcharge or take out special insurance.
- 15.5 if the Client or any passenger or animal related to the Client damages the aircraft or part of it, BQA will charge accordingly after performance of repair, cleanliness' and issue of relevant documentation.
- 15.6 Carriage of minors. Passenger are responsible of child's behaviour. Damage caused by the child/child's seat in and to the aircraft and its interior may be charged to the Client. BQA is not liable if a minor is carried without the consent of its legal representative.
- 15.7 Unless mentioned otherwise in the Charter Quotation, smoking is not permitted on board the Aircraft/Helicopter. This includes cigarettes as well as electronic cigarettes and Heets.

## **16. INTERNATIONAL FLIGHTS / IMPORT AND EXPORT DOCUMENTATION**

- 16.1 The Client shall obtain all import and export documentation that is required for international cargo transport.
- 16.2 For international flights, applicable foreign regulations for the operation of a helicopter may vary from Swiss regulations.
- 16.3 Any taxes, Fees or other costs in connection with the transportation of such goods shall be borne by the client.

## **17. PERSONAL DATA**

Authorities of certain countries may require that BQA transfers to them specific travel data related to the Passenger's journey for security and immigration purposes. BQA is authorized to transfer to such authorities so- called Passenger name record (PNR) data, including but not limited to, Passenger's name, date of birth, home address, contact phone numbers, information on travel partner, date of reservation, ticket issuance, payment information and travel itinerary, information concerning baggage, changes to the PNR etc. Data could be transferred to countries where the data protection is not equivalent to that provided in the home country of the Passenger.

## **18. SEVERABILITY CLAUSE, APPLICABLE LAW AND PLACE OF JURISDICTION**

- 18.1 Severability clause If individual provisions of these General Terms and Conditions should be ineffective, this shall not detract from the effectiveness of the other provisions. An ineffective provision must be interpreted, reformulated or amplified in such a way as to achieve the intended purpose thereof, insofar as this is permitted by the law.
- 18.2 All transport contracts with BQA including international contracts, are governed by Swiss law. The place of jurisdiction shall be Switzerland whose courts shall have exclusive jurisdiction in any dispute arising between Air- Dynamic and the client. The legally binding version of these GTC is the English version. If versions in other languages contain contradictions, misunderstandings or errors due to translation, the English version shall be valid in case of doubt.

The place of jurisdiction shall be Lugano, 01.02.2022