

## GENERAL TERMS AND CONDITIONS OF BUSINESS

The following General Terms and Conditions (hereafter called terms) are part of the Transport Agreement.

Changes to these terms are valid only when confirmed in writing by the parties.

### 1. General

All offers are without engagement, subject however to continuing availability of aircraft and crew at time of booking, to owner approval and the timely granting of all traffic rights by appropriate government bodies and aviation authorities.

DASNAIR S.A. acknowledges and undertakes that any aircraft made available to Charterer shall comply with the airline industry's maintenance and operation conditions, as well as with airline industry standards and procedures on safety and security, i.e. as a minimum ICAO and IATA regulations.

### 2. Responsibility

DASNAIR S.A. shall not be liable for any and all injury, damage, loss, expense, indirect, special or consequential damages, or other irregularity caused by the defect of any mean or conveyance, or the negligence of any company or person engaged by DASNAIR S.A. in conveying the passenger or carrying out the arrangements for your trip or by accident, delay, flight schedule change, cancellation, sickness, weather, strikes, war, quarantine, or any similar cause.

Notwithstanding the foregoing, DASNAIR S.A.'s liability shall in any case be as per the conditions set out in the Warsaw Convention, as amended, by the following:

- a. Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929.
- b. the Hague Protocol of 28 September 1955.
- c. the Guadalajara Supplementary Convention, of 18 September 1961.
- d. the Montreal Protocols 1, 2 and 4 (1975);
- e. the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

Any claim shall be adjudicated in and governed in accordance with the provisions of the Warsaw convention, as amended and by the laws of the state in which we have our principal business location.

### 3. Availability

DASNAIR S.A. in accordance with the customer, reserves the right to provide at any time the customer with another similar aircraft with the same or better specifications, maintenance and operational conditions at the same cost should the offered/booked aircraft be unavailable. If no aircraft can be found DASNAIR S.A. reserves the right to cancel the order upon reasonable notice in advance to Charterer.

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### 4. Travel documents

DASNAIR S.A. takes absolutely no responsibility with regards to visa requirements of this passengers.

Should there be any levy due to lack of required entry documents of passengers the customer will be invoiced for such costs.

### 5. Goods

Goods must be packaged and marked correctly. Items whose carriage is prohibited by the applicable laws and regulations of the country of departure or destination or which may endanger the safety of the aircraft will not be accepted. If, despite the above prohibitions, any items are included in the baggage, DASNAIR S.A. may not be held responsible for any loss or damage of such items.

### 6. Dangerous Goods

To ensure the safety of the aircraft, and all those on board, passengers' checked-in or hand baggage must not contain articles or substances that could pose a danger. Please find in our website <http://www.dasnair.ch/dg-1> a list of all dangerous goods. Note that, the list is not exhaustive and DASNAIR S.A. reserve the right to add additional items to this list for safety and/or operational reasons without notice to you. To conclude, there are some items of dangerous goods that are permitted on our aircraft under certain conditions. Please do not hesitate to [contact us](#) for any information you need to know about dangerous goods.

### 7. Price

The price offered is net and includes all aircraft specific charges and costs as well as standard VIP catering and does not include any commission.

Apart from All-Risks Hull and Liability coverage for Physical damage to aircraft hull with passenger/third-party and other liability, any other possible war risk insurance, replacement aircraft, de-icing or hangar parking, airport opening extension fees, royalties, VIP lounge surcharge, ground transportation are not included and will be charged separately to the customer, all extras are subject to charge.

DASNAIR S.A. reserves the right to charge for special wishes in excess of our high quality standard catering. The use of the satellite phone fax and or internet Wi-Fi, will be billed separately (Rates for internet Wi-Fi is 8, 50 USD/MB) and may require a deposite before the flight.

The prices offered are subject to industry and related price fluctuation.

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### 8. Terms of Payment

Flights shall be performed against advanced payment only.  
The paying company is responsible for administration and banking fees.

Bank transfers should be made to:

Bank: POSTFINANCE SA, CH-3030 BERN  
Bic: POFICHBEXXX  
Account in CHF: IBAN: CH89 0900 0000 1747 7168 9  
Account in EUR: IBAN: CH13 0900 0000 9130 9796 6  
Account in USD: IBAN: CH53 0900 0000 9151 1562 2

### 9. Cancellation Fees

If any of the flight(s) considered under this Agreement is cancelled by the Charterer for whatever reason, the Charterer shall pay to DASNAIR S.A. following amounts of the charter price:

- As 9 days before departure, 10% of the total amount;
- As 2 days before departure, 40% of the total amount;
- Less than 24 hours before departure, 60% of the total amount;
- If cancellation occurs once first leg or positioned flight have taken place, 100% of the total amount and 20% discount on not performed hours.

### 10. 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.

### 11. Replacement aircraft

In case of technical problem of the Aircraft leading to the impossibility for the Aircraft to operate part or total of the outgoing mission, the Operator will do its utmost to find a replacement aircraft. All replacement Aircraft expenses will be charged to the Client add cost.

### 12. Application Law

These terms are governed by and in accordance with laws of Switzerland and are performable in the Canton of Geneva, Switzerland.

Quote reference number: .....

Date / Place: .....

Signature / Firm's stamp: .....



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