

## General Terms and Conditions of Carriage

General Terms and Conditions of Carriage in the capacity as contractual carrier for carriage executed by VistaJet Luftfahrtunternehmen GmbH (AOC A-101) as contractual carrier.

### 1. Scope

1.1 These General Terms and Conditions of Carriage ("GTCC") apply to all flights and other services for which a contract has been concluded with VistaJet Luftfahrtunternehmen GmbH (hereinafter referred to as "VistaJet").

1.2 VistaJet is the contracting carrier as defined in legislation governing carriage by air and the party to the contract with the Passenger or by an agent on behalf of the Passenger. If VistaJet has the carriage to which the Passenger is entitled handled by other carrier, such other carrier is the actual carrier as defined in legislation governing carriage by air.

1.3 In addition to these GTCC, the applicable Special Terms for different kind of Flight Services may also apply from time to time. In case of conflict between these GTCC and the Special Terms for Flight Services, the applicable Special Terms shall take precedence.

1.4 These GTCC are published on VistaJet's website and are available upon request by Passenger on board of each aircraft.

### 2. Compliance with entry and exit requirements; required documents

2.1 Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas and doctor's certificates, certificates of vaccination and the like which are required – for themselves, or for children or animals travelling with them – under the passport, visa and health regulations of the countries in question. In particular, VistaJet would like to draw Passengers' attention to visa requirements for foreign nationals.

2.2 As contractual carrier, VistaJet is obliged by law to refuse carriage if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation /certification is not presented.

2.3 VistaJet takes no responsibility with the regard to entry or exit requirements of Passengers. Any costs or disadvantages arising from the failure to observe these requirements shall be incurred jointly and severally by the agent and by the Passenger such as but not limited to fines and cost of repatriation.

### 3. Safety and Security

VistaJet is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by VistaJet.

#### 3.1 Captain's Decision

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a Passenger requires extraordinary assistance on behalf of VistaJet's crew. Passenger hereby accepts all such decisions. Passenger agrees that when, in the reasonable view of VistaJet or the pilot in command, safety or security may be compromised, VistaJet or the pilot in command may decide to refuse to start or commence a flight, divert a flight or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay.

#### 3.2 Carriage of expectant mothers

The following regulations apply for safety reasons and to avoid health risks to expectant mothers: VistaJet will carry expectant mothers up to 4 weeks before the expected date of delivery without certification that the Passenger is fit to travel; VistaJet is entitled to demand presentation of the woman's antenatal medical record as proof that the pregnancy is not beyond the 35th week. Expectant mothers will no longer be carried as from 4 weeks before the expected date of delivery. The foregoing regulations also apply to the date of any planned return flight.

#### 3.3 Carriage of infants, children and adolescents

Owing to the risk of potential health damage, VistaJet recommends that newborn babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

#### 3.4 Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if VistaJet has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet complies with the requirements in the country of destination.

#### 3.5 Carriage of baggage

##### (a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EU-OPS standard weight tables by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify VistaJet prior flight. Unless

otherwise explicitly stated, Passengers are obliged to notify VistaJet of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, VistaJet reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

##### (b) Generally prohibited baggage

For safety reasons, the following materials and items shall not be placed in either hold or checked baggage and will not be carried:

- (1) Briefcases or security-type attaché cases with installed alarm devices, or incorporative lithium batteries and/or pyrotechnic material;
- (2) Explosive devices, including detonators, fuses, grenades, mines and explosives;
- (3) Explosive materials, ammunition, fireworks or signal rockets;
- (4) Gases: flammable, non-flammable, deeply refrigerated and poisonous, such as camping gas or aerosols, propane and butane;
- (5) Flammable fluids such as bleaches, peroxides, petrol and methanol;
- (6) Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares;
- (7) Cigarette lighters;
- (8) Oxidizers and organic peroxides (including bleach), car body repair kits;
- (9) Toxic or infectious substances, including rat poison, infected blood and pathogens;
- (10) Radioactive material, including medicinal or commercial isotopes;
- (11) Corrosives (such as mercury), which may be contained in thermometers, acids, alkalis and wet-cell batteries filled with battery fluid, corrosives and vehicle batteries;
- (12) Fuel-containing components of vehicle fuel systems;
- (13) Magnetized materials and all hazardous items as listed in the IATA Dangerous Goods Regulations.

The above provisions do not apply to medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks, provided these are carried only in small quantities for personal use.

##### (c) Prohibited items in checked baggage

Checked baggage must not contain fragile or perishable items, items of value including money, jewellery, precious metals, jewels, computers (including laptop computers), cameras, mobile phones or other electronic equipment, securities, stocks and bonds, as well as other valuables or business documents, samples, identification documents, house or car keys, medicines and/or medical aids and appliances (such as hearing aids, dental braces and glasses) required by the Passenger. VistaJet may refuse to carry these items in checked baggage and is liable only for damage/loss that is wilfully caused or caused by gross negligence.

VistaJet shall be entitled to refuse the carriage of any baggage which is so inadequately packed that damage has to be expected despite exercise of the customary care.

##### (d) Prohibited items in hand baggage

###### (1) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- all firearms (pistols, revolvers, rifles, shotguns etc);
- replica and imitation firearms;
- component parts of firearms (excluding telescopic sighting devices and sights);
- air pistols, rifles and pellet guns;
- signal flare pistols; starter pistols; toy guns of all types; BB guns;
- industrial bolt and nail guns; cross bows; catapults;
- harpoon and spear guns; humane killers for livestock;
- stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser);
- lighters shaped like a firearm.

###### (2) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- axes and hatchets; arrows and darts; crampions; harpoons and spears;
- ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- meat cleavers; machetes;
- open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels; scissors;
- ski and walking/hiking poles;
- throwing stars;
- tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches.

###### (3) Blunt instruments

Any blunt instrument capable of causing injury, including:

- baseball and softball bats;
- clubs or batons – rigid or flexible – e.g. Billy clubs, blackjacks, night sticks and batons;
- cricket bats; golf clubs; hockey sticks; lacrosse sticks;
- kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
- martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.

##### (4) Explosives and flammable substances

All explosives and/or highly inflammatory substances which constitute a health hazard for Passengers or crew or a risk for the technical and general safety of the aircraft and the property of the actual carrier and/or third parties, including:

- ammunition; blasting caps; detonators and fuses; explosives and explosive devices;
- replica or imitation of explosive material or devices; mines and other explosive military stores; grenades of all types; gas and gas containers e.g. butane, propane, acetylene and oxygen;
- fireworks, flares in any form and other pyrotechnics (including party poppers and toy cap guns);
- non-safety matches;
- smoke-generating canisters or cartridges;
- flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol); aerosol spray paint; turpentine and paint thinner;
- alcoholic beverages exceeding 70 % by volume.

##### (5) Chemical and toxic substances

Any chemical or toxic substances which pose a risk to the health of Passengers and crew or the security/safety of aircraft or property, including:

- acids and alkalis (e.g. spillable 'wet' batteries);
- corrosive or bleaching substances (e.g. mercury and chlorine);
- disabling or incapacitating sprays (e.g. mace, pepper spray and tear gas);
- radioactive material (e.g. medicinal or commercial isotopes); poisons;
- infectious or biological hazardous material (e.g. infected blood, bacteria and viruses);
- material capable of spontaneous ignition or combustion;
- fire extinguishers.

##### (6) Restriction on liquids in hand baggage (EU Regulation 1546/2006)

European Union regulations on Security in Civil Aviation restrict the amount of liquids that Passengers are permitted to take on board in their hand baggage.

It must be ensured that these liquids are in individual containers with a capacity of no more than 100 ml, or the equivalent amount given in a different unit of measurement (based on maximum contents as printed on the container). All of these individual containers must be packed in a transparent, re-sealable plastic bag with a capacity of no more than one (1) litre. The plastic bag must be easily and fully sealable. Passengers are not permitted to seal a normal (non-sealable) plastic bag using additional means.

Only one (1) plastic bag is allowed per person.

Liquids include: gels, pastes, lotions, liquid/solid mixtures, such as toothpaste, hair gels, beverages, soups, syrups, perfume and other items of similar consistency, as well as the contents of pressurized containers such as aerosols, shaving cream and hair spray.

Exemptions may be granted if the liquid is:

- to be used during the trip and is either required for medical purposes or a General dietary requirement, including baby food. When requested to do the Passenger shall provide proof of authenticity of the exempted liquid; or
- obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at the airport on that day; or
- obtained in the security restricted area from outlets that are subject to approved security procedures as part of the airport security programme; or
- obtained at another Community airport, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at that airport on that day; or
- obtained on board an aircraft of a Community air carrier, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase on board that aircraft on that day.

The above regulations shall apply to all flights departing from airports in the European Union (including connecting flights) irrespective of their destination or the country in which the carrier is based. Passengers entering the EU from an airport outside the EU must undergo another security screening before boarding their connecting flight.

Various non-EU states have passed identical or similar regulations.

##### 3.6 Electronic equipment

For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

### 3.7 Smoking

Smoking may be prohibited on some VistaJet flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Passenger.

### 4. Force Majeure

4.1 VistaJet reserves the right to at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar aircraft or cancel the flight without further liability to the Passenger in the event that the carriage cannot be completed in accordance with Passenger's requirements 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, adverse weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which VistaJet has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the pilot in command or of VistaJet's personnel ("Force Majeure Event"). Where VistaJet cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, Passenger shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to Passenger.

4.2 In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the reasonable opinion of VistaJet, VistaJet reserves the right to cancel the contract of carriage without liability to Passenger. In this case, VistaJet shall credit the Passenger with an amount corresponding to the flight in question minus all expenses already incurred.

4.3 Unless stated otherwise in mandatory (indispensable) legislation, VistaJet shall not be responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances.

4.4 VistaJet shall not be liable for any damage or loss of any nature whatsoever to Passengers arising from any delay arising as a result of a Force Majeure Event.

### 5. General Liability Provisions

(a) Liability in connection with the carriage of Passengers, freight and baggage inside and outside the European Community is subject to the liability restrictions of EC Regulation No. 2027/97 of 9 October 1997 as amended by EC Regulation No. 889/02 ("EC Regulation 2027/97"), the Convention for the Unification of Certain Rules of International Carriage by Air of 28 May 1999 ("Montreal Convention"), or the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929 as amended by the Hague Protocol of 28 September 1955, depending on whether the case involves national or international carriage as defined in the Warsaw Convention or Montreal Convention or the Guadalajara Convention 1961.

(b) The liability of VistaJet and/or the actual carrier shall in no case exceed the level of the proven damage. VistaJet and/or the actual carrier shall be liable for indirect and/or consequential damage only if the damage is attributable to gross negligence or intent on the part of VistaJet and/or the actual carrier. The foregoing exclusion of liability shall not apply to indirect and/or consequential damage resulting from injury to life, body or health of a person owing to infringement of an obligation caused by negligence on the part of VistaJet and/or the actual carrier.

(c) If the damage is attributable to contributory negligence on the part of the damaged party, the standards of the applicable law relating to exclusion or reduction of compensation obligations in cases of contributory negligence by the damaged party shall apply. The above provision shall apply accordingly if the damaged party fails to satisfy his/her obligation to keep the damage to a minimum.

(d) VistaJet and/or the actual carrier shall not be liable for damage caused in fulfilment of government regulations or because the Passenger fails to satisfy his/her obligations pursuant to these regulations.

(e) VistaJet and/or the actual carrier shall be liable for errors or omissions in flight schedules or other publications of flight times, for information supplied by agents, employees or authorised representatives of VistaJet and/or the actual carrier relating to dates, departure and arrival times or flight handling, only in cases of intent or gross negligence.

(f) The exclusion and restriction of liability on the part of VistaJet and/or the actual carrier shall also apply accordingly in favour of agents, employees or representatives of VistaJet. The total sum to be paid in compensation by VistaJet and/or the actual carrier and/or the aforesaid persons shall not exceed the maximum statutory and contractual liability sums which apply to VistaJet and/or the actual carrier.

(g) Unless otherwise explicitly specified, none of these conditions refers to a waiver of the liability exclusions which apply to VistaJet and/or the actual carrier or pursuant to the Warsaw Convention, the Montreal Convention, European or national legislation.

### 6. Notice pursuant to Annex to EC Regulation 2027/97 Notice pursuant to the annex to EC regulation 2027/97 as amended by EC regulation 889/02

#### 6.1 Liability of VistaJet and/or actual carrier for Passengers and their baggage

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

(a) There is no maximum sum in terms of liability in case of Passenger death or injury. For cases of personal injury up to SDR 113,100 (equivalent sum in local currency), VistaJet and/or actual carrier cannot contest claims for compensation. In case of claims greater than this amount, the contractual and/or actual carrier can defend itself by proving that its actions were not negligent or otherwise at fault.

(b) If a Passenger is killed or injured, VistaJet and/or actual 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 (approximate amount in local currency).

(c) VistaJet and/or actual carrier is liable for damages caused if Passengers are delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 4694 (equivalent sum in local currency) (EN Official Journal of the European Communities 30.5.2002 L 140/5). Any possible liability under EC regulation 261/2004 remains unaffected.

(d) The contractual and/or actual carrier is liable for damages caused if baggage is delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by baggage delay is limited to SDR 1131 (equivalent sum in local currency).

(e) VistaJet and/or actual carrier is liable for the destruction, loss or damage to baggage up to a sum of SDR 1131 (equivalent sum in local currency). In case of checked baggage, if the baggage was not damaged prior to carriage, the company is liable even if it is not at fault. With regard to hand baggage, VistaJet and/or actual carrier is only liable if its actions are negligent or otherwise at fault.

(f) A Passenger can benefit from a higher liability limit by making a General declaration at the latest at booking subject to a supplementary fee.

(g) If the baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to VistaJet and/or actual carrier as soon as possible. Passengers whose checked baggage sustained damage must submit a written complaint within seven days upon the date the baggage was placed at the Passenger's disposal.

(h) If VistaJet and/or actual carrier that actually carries out the flight is not the same, the Passenger may address complaints to or make claims for damage against either company. If the name of code of a contractual and/or actual carrier is indicated on the confirmation, that company is the contracting contractual and/or actual carrier.

(i) 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.

(j) 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.

#### 6.2 Disclaimer

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention, and it does not form part of the contract between the carrier(s) and the Passenger. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

#### 7. Privacy and data protection

(a) Personal data (such as name, address, telephone number and credit card details) are essential for booking. The protection of Passengers' personal data is very important to VistaJet. Data will be stored electronically and protected in compliance with the Austrian Data Protection Act (DSG) as well as additional applicable regulations on Internet data protection. [VistaJet's Privacy Statement](#), which you can find in the 'Legal Disclaimer' section of its website (<http://www.vistajet.com>), shall also apply.

(b) VistaJet and/or the actual carrier are explicitly entitled to transmit data obtained from official photo identification documents and other personal data processed or used in connection with the carriage to public authorities, provided that the authority's request for disclosure is based on mandatory legal regulations and is necessary for performance of the contract of carriage.

(c) VistaJet and/or actual carrier are entitled to capture, process and use personal data within the scope of performance of the contract and in accordance with the Austrian Data Protection Act and other statutory regulations. The data is processed or used in conformance with the statutory regulations for the following purposes: making reservations, purchase of a ticket, purchase of additional services and handling payment transactions; development and provision of services, facilitating entry and customs clearance procedures. (d) The Passenger authorises VistaJet and/or actual carrier to capture, save, modify, block, delete and use the data for that purpose and to transmit it to their own branch offices, authorised representatives

and to the parties who provide the above services on behalf of VistaJet and/or actual carrier.

#### 8. Amendments

8.1 VistaJet reserves the right to amend these GTCC at any time with effect for the future without obligation to notify the Passenger. The GTCC as amended from time to time are published on the website as from the date on which they come into force. On continuing to use VistaJet services after amendment of the GTCC, the Passenger declares his consent to the amendments.

8.2 No agency, employee or any other third party is entitled to make any amendments and/or addenda to these GTCC or to waive their applicability.

8.3 These GTCC contain the entire provisions of the contract between the Passenger and VistaJet and supersede all previous agreements, regardless of whether such agreements were made verbally, by electronic means or in writing. In case of conflict between these GTCC and any Special Terms, the Special Terms shall take precedence.

#### 9. Severability clause

Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

#### 10. Applicable Law and Legal Venue

The contractual relationship between the Passenger and VistaJet shall be governed by the laws of the Republic of Austria, irrespective of the Passenger's nationality. Legal venue for registered traders, persons who have no general legal domicile inside the country and persons who have transferred their residence or habitual abode to a place outside Austria (after conclusion of the contract, or whose residence or habitual abode is unknown when the lawsuit is filed, shall be Salzburg (Austria). This legal venue provision shall not apply within the substantive scope of the Warsaw Convention or the Montreal Convention.

#### User:

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AOC No.: A-101  
Registration No.: 273081s  
Court of Registration: Landesgericht Salzburg  
VAT No.: ATU 62247189  
Managing Director: Eric Weisskopf