

Swiss Private Aviation Ltd. – General Conditions of Carriage

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1. Definitions

Passenger Responsible: The customer's representative travelling on board a SWZ flight, i.e. the representative of the customer who initially booked the SWZ flight.

Accompanying Person: Any person accompanying the Passenger Responsible on a SWZ flight.

Aircraft Category: SWZ offers three different aircraft categories (small, medium, large). Within these aircraft categories different airplane models could come into operation.

SWZ: means Swiss Private Aviation Ltd. for the purposes of these General Conditions of Carriage.

2. Applicability

These General Conditions of Carriage of SWZ apply to all SWZ passengers.

In addition, the following Conventions apply to all SWZ passengers:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929;
- the Warsaw Convention as amended at The Hague on September 28, 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961);
- the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999 (Montreal Convention).

3. Confirmation

3.1. A booking confirmation is issued by SWZ.

3.2. Confirmation changes (including change of destination or change of flight times) can only be made directly through SWZ.

4. Fares, Taxes, Fees and Charges

4.1. A special price scheme applies to SWZ flights. Our Service Team will be happy to submit a price quote without obligation at any time.

4.2. Additional services (e.g. extended catering, de-ice costs etc.) will be separately invoiced.

4.3. Any additional applicable fees or charges shall be payable by the customer when making the booking.

4.4. For certain destinations additional fees or charges shall be imposed due to extraordinary circumstances like e.g. major international airports with limited capacity, night-operations or specific security requirements. Such fees or charges shall be payable by the customer when making the booking.

5. Reservations

5.1. SWZ basically offers flights within Switzerland, the EU and the Russian Federation. Additional flight destinations can be requested separately.

5.2. A SWZ booking is a booking of an entire aircraft. An aircraft can only be booked by one party.

5.3. Special conditions apply for Miles and More Premium bookings, which can be found in the appropriate bonus catalogue.

5.4. Bookings for SWZ can be made up to 180 days before desired departure of the SWZ flight and have to be made at least 24 hours in advance and are subject to availability.

5.5. The availability of a SWZ flight does not mean a final confirmation for that flight can be immediately given. A booking is confirmed, when the flight has been successfully planned, which may be subject to regulatory approval, airport capacity, etc.

5.6. In certain cases, a final confirmation can only be given up to 12 hours before the departure of the SWZ flight.

5.7. Regardless of frequent flyer status, availability cannot be guaranteed.

5.8. In case of non-availability, SWZ will offer a waitlist booking.

5.9. Waitlist bookings may be confirmed up to 12 hours before departure.

5.10. Re-bookings have to take place at least 12 hours in advance of the departure of the SWZ flight.

5.11. The Passenger Responsible is the only person who can rebook, cancel or make any changes to a SWZ flight.

5.12. The Passenger Responsible is the only person who is entitled to add or cancel an Accompanying Person.

5.13. The Passenger Responsible can always add or re-book additional passengers to the flight up to 12 hours before departure of the SWZ flight, subject to aircraft seat capacity and under the condition that no weight restrictions exist due to airport limitations (e.g. short runways and/or runways at high altitudes) or with respect to fuel load carried. After this deadline certain further limitations and/or restrictions can apply and non-booked passengers may be refused carriage.

5.14. If a booking takes place more than 48 hours before departure of the SWZ flight, payment has to be made within 24 hours of the booking confirmation. SWZ will charge the customer's credit card within 24 hours of the booking confirmation. In case an invalid credit card has been used and 24 hours before departure no successful payment has taken place, the flight will be cancelled.

5.15. If a booking takes place less than 48 hours before departure of the SWZ flight, payment has to be made immediately after the booking confirmation. SWZ will charge the customer's credit card immediately after the booking confirmation.

5.16. SWZ is authorized to change the aircraft type within an aircraft category at all times without acceptance by the customer. The Passenger Responsible will be informed about the current aircraft type.

5.17. The transportation of wheelchairs has to be reserved at least 24 hours before scheduled departure of the SWZ flight. Due to limited baggage hold capacity, alternative transportation may be required. SWZ will bear the costs for this transportation.

6. Check-in and Boarding

6.1. Check-in deadline for all SWZ flights is 15 minutes.

6.2. SWZ cannot guarantee the use of first class and business class lounges at airports beyond Swiss' and Lufthansa's airline network.

7. Right to refuse Carriage

Children under five years of age may only travel if accompanied by an adult.

8. Baggage

8.1. In general, Swiss International Air Lines Ltd. first class baggage allowances and limitations apply, as well as any additional frequent flyer status benefits, if applicable.

8.2. However, due to volume restrictions of the baggage hold, certain limitations and restrictions of baggage apply. Please refer to the following "Baggage Regulations SWZ":

Aircraft Type	Total Capacity in cargo hold	Sports equipment is part of the total capacity and will cause restrictions on other baggage
Cessna Citation CJ1+	45,00 ft³ - 1,3 m³	2 standard size golf bags with possible restrictions on other baggage.
Cessna Citation CJ3	65,00 ft³ - 1,8 m³	3 standard size golf bags with possible restrictions on other baggage.
Cessna Citation XLS+	90,00 ft³ - 2,5 m³	6 standard size golf bags or 6 pairs of 210 cm skis with possible restrictions on other baggage.
Hawker Beechcraft 800XP	54,00 ft³ - 1,53 m³	5 standard size golf bags with restrictions on other baggage. Amount of skis depends on amount of passengers on board.

8.3. The transportation of golf or other sports equipment is free of charge for point-to-point SWZ flights. Due to volume restrictions, not all sports equipment can be handled. SWZ offers separate transportation via a shipping company subject to an extra charge. This service has to be ordered at least 48 hours before scheduled departure of the SWZ flight and exact measurements and weights have to be known.

8.4. Restrictions may also apply to the carriage of other types of baggage (size, hazardous goods, etc.).

8.5. For safety reasons and since the baggage hold area of SWZ aircraft is non-pressurized, you must not include any materials or objects in your checked baggage that are under any kind of pressure (e.g. hairspray, cosmetics, etc). SWZ shall not be liable for any damage resulting out of the failure to honour these regulations by the customer/passenger.

8.6. In general, carriage of pets is subject to the 'General Conditions of Carriage of Passengers and Baggage' of Swiss International Air Lines Ltd. and is free of charge. SWZ will endeavour to offer individual and animal-friendly solutions. In any case, the carriage of pets has to be reserved at least 12 hours before scheduled departure of the SWZ flight.

9. Schedules, Delays, Cancellation of Flights

9.1. All SWZ flights are non-scheduled individual flights prepared for the customer.

9.2. In case of certain unexpected or unforeseen legal or operational restrictions, SWZ reserves the right to re-schedule a flight to depart from or land at the nearest available alternative airport on a short-term notice. SWZ will inform the Passenger Responsible as soon as possible about any changes and will coordinate and arrange further transportation to/from the initial airport.

9.3. In case a passenger is the cause for the delay of a SWZ flight, SWZ reserves the right to charge the customer for the direct costs resulting from this delay.

10. Refunds and Re-Bookings

10.1. Refunds can only be claimed from SWZ.

10.2. Changes or cancellations are free of charge up to 24 hours before scheduled departure of the SWZ flight. For cancellations between 24 hours and 12 hours before

scheduled departure of the SWZ flight, 50% of the price will be refunded and for cancellations later than 12 hours before scheduled departure of the SWZ flight, no refunds will be made.

10.3. In case of a cancellation any high-density airport charges will be fully refunded.

10.4. In case of a cancellation, no refunds will be made for any other fees or charges paid.

10.5. Re-bookings are free of charge up to 24 hours before scheduled departure of the SWZ flight. Re-bookings made less than 24 hours before scheduled departure are subject to the conditions as stated in 10.2. The Passenger Responsible has the right to prove that the actual expense was lower or did not arise at all.

11. Passenger Conduct and Liability of Customer

The passenger shall be fully liable for the costs resulting from irregularities (e.g. the delay of a SWZ flight) if the cause of the irregularity (e.g. a delay) can be wholly attributed to the customer.

12. Arrangement for Additional Services

Services which are not provided directly by SWZ are marked accordingly. SWZ is not liable for the performance and quality of these additional services.

13. Administrative Formalities

13.1. The passenger is obliged to identification by means of a valid personal identity card or passport to the SWZ flight crew.

13.2. The passenger is responsible to provide necessary travel documents and visa for the journey. SWZ is not liable for the consequences caused by failure. The passenger is liable for possible incidental disciplinary costs and/or costs for the return trip.

14. Other Conditions

14.1. SWZ operates according to the required regulations also applicable to Swiss International Air Lines Ltd.

14.2. SWZ flights in the aircraft categories "small and medium" may be operated with or without cabin staff.

14.3. Only cold meals can be catered in the aircraft categories "small and medium".

14.4. Special requests cannot be guaranteed, but SWZ will undertake to offer the best possible solution.

15. Applicable law

These General Conditions of Carriage and their provisions are subject to Swiss law, unless the application of another national law is mandatory.

16. Interpretation

The German version of these General Conditions of Carriage prevails over its English translation.