

## **General Terms and Conditions of Business – Charter Confirmation**

The following General Terms and Conditions (hereafter called "GTC") form an integral part of each Transport Contract between the passenger / customer and Cat Aviation AG, CH.AOC.1004 (hereafter "CAT" or "Air Transport Operator"). These GTC always apply in connection with a Charter Confirmation. Changes and/or supplements to these GTC are only valid if CAT has expressly approved and accepted them in writing.

### **1. General**

These GTC are applicable to all flights and additional services for which a contract has been concluded with CAT. These GTC are applicable between CAT as Operator (Air Transport Operator) and the customer/ passenger irrespective as to whether the transport contract has been concluded directly with the passenger or via an agent / broker.

Furthermore, the air carriage of passengers and the contract of carriage are in each subject to the international or national regulations applicable to each individual case and in particular to the Montreal Convention of 28 May 1999 (SR O.748.411) or, insofar as this is not applicable, to the Warsaw Convention in its Hague Protocol version and the Montreal Protocol No. 2 (SR 0.748.410.1), as well as the EC Regulation 2097/97 (in terms of the changes to the EC Regulation 889/2002) and the Swiss Regulation governing Air Transport (LTrV [Verordnung über den Lufttransport], SR 748.411). These conventions and regulations govern in particular the liability limits of the Air Transport Operator. In addition, the regulations of the ordinance SR 946.231.176.72, EU Regulation EU 833/2014 and US 15 CFR part 740.15 are applicable.

### **2. Availability / Empty Legs**

Should the offered / booked aircraft not be available, CAT reserves the right (in agreement with the passenger) to provide the passenger with an alternate, similar aircraft from within CAT's fleet for transportation at the same cost (conditions). Should no similar aircraft be available within CAT's fleet, CAT reserves the right to cancel the order.

All quotations are subject to availability at time of booking and to all traffic rights.

CAT reserves the right to utilize so-called Empty Legs which are available on the booked flight and are in connection with a flight order and to sell them to a third party without a refund to the customer / passenger.

### **3. Price**

The prices offered are net and do not include any commission. The prices include all aircraft related costs (i.e. crew, fuel, air navigation fees, airport charges etc., unless charged separately) and passenger insurance and taxes. The use of the SAT Phone and Internet will be charged separately.

Any applicable war risk insurance surcharge is not included and will be charged separately at cost to the customer.

CAT reserves the right to charge for special wishes (i.e. caviar, special wines and spirits) in excess of our usual high quality VIP catering.

The prices offered are subject to industry price fluctuations and related fuel price adjustments. Extra costs such as but not limited to de-icing, visa, transfer of passengers to and from airports etc. will be charged separately.

Costs incurred due to changes made by customer after confirmation, customer-side non-compliances, Force Majeure or cases as stipulated in clause 7 will be charged separately.

### **4. Payment Terms**

Flights will be performed against advanced payment only. The invoice must be paid in the currency as stated in the offer.

Payment by credit card (Visa or Mastercard), is subject to a surcharge of 5% of the total invoice amount.

## 5. Cancellation Fees

For cancellation of confirmed flights the following cancellation fees apply:

|  |                          |
|--|--------------------------|
| after signed confirmation:             | 10 % of the total amount |
| 10-6 days prior to departure:          | 20 % of the total amount |
| 5-4 days prior to departure:           | 30 % of the total amount |
| 3-1 days prior to departure:           | 50 % of the total amount |
| less than 24 hours prior to departure: | 70 % of the total amount |

Additionally, CAT reserves the right to charge for any extra costs already incurred, including but not limited to, positioning flights, ground services, crew costs, permission fees, catering and other costs directly related to flight preparation.

## 6. Off-Setting prohibition

The customer is not entitled to off-set the agreed price and payment obligations with other possibly existing claims the customer may have vis-à-vis CAT.

## 7. Replacement aircraft / Force Majeure

CAT will do its utmost to comply with the confirmed schedule, aircraft and routing. However, unforeseeable delays or disruptions may occur due to flight safety, technical reasons (i.e. AOG / Aircraft on Ground) or other factors beyond the control of CAT. CAT reserves the right to postpone or redirect the flight or provide the customer / passenger with an alternate replacement aircraft, should any such occurrences arise or the booked aircraft becomes unavailable. CAT will endeavour on a "best-effort-basis" to offer a substitute aircraft from its own fleet and within the offered aircraft type class, subject to availability.

All costs arising from any such occurrences (including the rent of the replacement aircraft, the cost of arranging an alternate aircraft, whether out of the CAT fleet or another adequate aircraft located in the charter market) will be invoiced to customer / passenger separately. If all costs (including any positioning costs of the booked aircraft back to home base, should the above occur en route) are less than the amount agreed for the original flight schedule, CAT shall credit the difference to the customer.

CAT will not be held liable for any financial or emotional damages and/or consequential damages of the customer, the passengers, the cargo or any third party arising from such delay or change.

The same applies if the customer wishes to change the confirmed schedule. CAT will do everything possible to fulfil the customer's requirements, provided all applicable aviation regulations of the relevant authorities, air traffic control requirements and crew duty and rest time restrictions can be complied with and provided the changes are not in conflict with other flight bookings.

## 8. Captain's Decision

The Pilot in Command / Captain of the aircraft remains exclusively in command and control of the aircraft at all times and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft during all phases of the flight including take-off, in flight and landing.

## 9. Passenger list / travel documents

The customer shall provide CAT with a passenger list (including valid passport details) as soon as possible after booking but in any case latest 24 hours prior to departure. CAT takes no responsibility whatsoever in regards to visa requirements or the lack of required valid entry documents of the passengers or with regard to any applicable customs or legal impediments for entry and exit of the passengers. Should there be any levy due to the lack of required valid entry documents etc. (as stated above) of passengers and/or freight, the customer will be invoiced for such costs.

## 10. Data Protection

### 10.1. Subject matter

Discretion and the protection of our customers' privacy is very important to CAT.

Your personal data, comprised of information defining your identity or making you identifiable, whether directly or indirectly, will be requested, collected, processed and disseminated exclusively and only to the

extent necessary in relation to a flight booking and such associated purposes, limited to a strictly “need to know” basis and within the scope of the applicable legal regulations.

Your personal data will only be stored to the extent necessary and as long as it is required for the performance of our services or as we are legally obliged.

#### 10.2. Storage of client personal data

CAT will retain and store customers’ personal data, which were gathered and collated in relation to a flight booking, after completion of such flight services, for an average of 10 years according to relevant accounting guidelines and purposes. Supplemental customers’ data will be retained for the required duration and until completion of the contract only, in order to protect our contractual rights and obligations. Personal data may be stored for longer periods’ time only insofar, as it applies to legal and/or operational purposes and obligations. All our rights are reserved.

#### 10.3. Data protection and security / Rights of customers

We protect all your personal data by means of appropriate technical and organisational security measures. All data will be saved and stored on highly secured data devices and servers.

You have the right to information, correction or deletion of your data. Except paragraph 10.2 and/or other legal exemptions where our rights are reserved.

### 11. Passenger baggage / dangerous goods

Passenger baggage weight and numbers may be limited for reasons of flight safety and vary between different aircraft types. CAT is not authorized to carry dangerous goods. For detailed information in this regard please refer to: <https://www.bazl.admin.ch/bazl/en/home/passagiere/passenger-luggage.html> The carriage of Lithium batteries is restricted as well; see information on page 4.

### 12. Carriage of pets / smoking on the Aircraft

Carriage of pets may be restricted due to safety reasons and/or limited space available. Passengers are entitled to request the transport of pets only if CAT has been notified at the time of booking and has confirmed carriage of the pet. Passenger is responsible that the pet and all its documents are in compliance with the requirements of the countries visited. Smoking may be prohibited on some CAT flights depending on the individual aircraft.

CAT reserves the right to charge for any costs for repair of damages and/or cleaning as a result thereof.

### 13. Severability

Should any provisions of these terms become invalid, 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. Instead of the unenforceable, illegal or invalid clause, a provision shall be stipulated which comes economically and legally as close as possible to the intended purpose of the invalid, illegal or unenforceable provision.

### 14. Applicable Law

The transport contract, the confirmation and these General Terms and Conditions are exclusively governed by and construed in accordance with the laws of Switzerland. Any disputes or claim arising out of or in connection with the present contract and/or these General Terms and Conditions shall exclusively be submitted to the competent courts of the Canton of Zurich / Switzerland.

**By signing, the passenger / client confirms that he/she has received, read, understood and accepted the GTC:**

**Place / Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## Passenger Carriage of Lithium Batteries

For your own safety we like you to be aware of the following restrictions on carriage of Lithium batteries. Please be aware that no additional, spare Lithium Ion Batteries, which are not installed in the equipment can be carried in your baggage that goes into the baggage hold. They are further restricted by watt hours (wh) maximums, which are permitted to be carried on board.

Spare batteries in your carry-on luggage are fine as long as they are:

- Not damaged
- Preferably in their original manufacturers packaging or packaged to prevent inadvertent activation. Battery must be protected from short circuit, i.e. by way of putting it separately in a strong plastic bag or a protective case.
- If you are not sure, please contact our Dispatch team for further information.



### Lithium Ion/Metal Batteries with up to max 100wh

Allowed installed in equipment in cabin and in hold  
Spares allowed in cabin, NOT allowed in hold  
Examples are Laptops, mobile phones, digital cameras



### Lithium Ion/Metal Batteries over 100wh up to max 160wh

Allowed installed in equipment in cabin and in hold  
Spares allowed in cabin, NOT allowed in hold  
Examples are Video equipment, portable medical devices



### Lithium Ion/Metal Batteries with wh not defined

Are NOT permitted at all to be carried on an airplane  
Examples are hover boards, solo wheels, air wheels



### Lithium Ion/Metal Batteries exceeding 160wh

Are NOT permitted at all to be carried on an airplane  
Examples are: electric bike, Segway, Car Battery, Underwater lamp

**Thermal runaways often occur during battery charging operations. Please monitor this process and inform crew in case of any abnormality.**