



ALBINATI AERONAUTICS

CONDITIONS OF CARRIAGE

These Conditions of Carriage shall exclusively apply for each Flight performed with an Aircraft operated by Albinati Aeronautics SA or Albinati Aviation Ltd.

Article 1 : Definitions

For the purpose of these Conditions of Carriage (and in the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth below), the following terms shall have the following meanings:

AAL shall mean Albinati Aviation Ltd.

AASA shall mean Albinati Aeronautics SA.

Aircraft shall mean any aircraft operated by the Carrier to perform the Flight(s).

Baggage, which is equivalent to luggage, shall mean such Passenger's belongings necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

Carriage Agreement shall mean the carriage agreement between the Carrier and the Client with respect to the Flight(s), which shall be constituted by the Flight Confirmation and these Conditions of Carriage.

Carrier shall mean, as applicable, AASA for HB-registered aircraft operated by AASA or AAL for 9H-registered and I-registered aircraft operated by AAL, as indicated in the Flight Confirmation and/or the Flight Brief (as the "operator").

Client shall mean the legal entity or individual booking the Flight(s) either for his own account as Passenger, or for the account of third Passenger(s). The Client (as indicated on the first page of the Flight Confirmation) shall be personally liable for compliance with the Carriage Agreement even if it only acts as an intermediary and/or as agent for an end customer (in such case, the end customer shall be jointly and severally liable with the Client).

Damage shall mean any damage, loss, cost, expense, claim, delay, accident, injury or death.

EC Regulation shall mean the Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, as further amended or supplemented from time to time.

Flight(s) shall mean the flight or series of flights operated by the Carrier to be performed from the point of departure until final destination as stated in the Flight Confirmation.

Flight Attendant (F/A) are not Cabin Crew (CC) in accordance with EASA AIR OPS 965/2012 Annex III, Part-ORO, Subpart CC and they have no safety related functions.

Flight Brief shall mean the flight briefing with all relevant details of the Flight(s) issued by AASA (in its name, if the Carrier is AASA, or in the name of AAL, if the Carrier is AAL) to the Client.

Flight Confirmation shall mean the confirmation of the flight or series of flights to be operated by the Carrier issued by AASA (in its name, if the Carrier is AASA, or in the name of AAL, if the Carrier is AAL) to the Client.

Montreal Convention shall mean the Convention for the Unification of Certain Rules for International Carriage by Air signed on 28 May 1999, as amended or supplemented from time to time.

Owner shall mean the owner of the Aircraft.

Passenger shall mean any person except crew members carried or to be carried in an Aircraft operated by and with the consent of the Carrier.

PNR Data shall mean the passenger name record (PNR) data, including the Client's name (as person providing the information and/or making the booking) and the Passengers' names, genders, addresses (including in the country of destination), dates and places of birth, passport details (nationality, number and date of expiry), contact phone numbers, emergency contact details, the date of reservation, the travel itinerary, information concerning Baggage and any changes to the foregoing.

Price shall mean the price specified in the Flight Confirmation.

Warsaw Convention shall mean the Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929, as amended or supplemented from time to time.

SDR shall mean a special drawing right as defined by the International Monetary Fund. The exchange rate of SDR into national currencies and Euros can be found on the following website: http://www.imf.org/external/np/fin/data/rms_five.aspx.

Where the context permits, the use of the singular herein shall include the plural and vice versa, and the use of the masculine personal pronoun shall include both genders.

Unless otherwise expressly provided herein, the term "or" is not exclusive and "include", "including" and "in particular" are not limiting.

Article 2: Scope of Application

These Conditions of Carriage shall govern the Carriage Agreement.

By executing the Flight Confirmation (whether by hand or by electronic signature, e.g. through DocuSign) or by accepting it in any other manner (in particular by confirming the Flight(s), whether orally or in writing, and/or by paying the Price), the Client accepts these Conditions of Carriage and confirms that it has submitted the Flight Confirmation and these Conditions of Carriage (and the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth below) to all Passengers and that they have accepted the same. The Client shall cause all Passengers to comply with the terms of the Carriage Agreement (and the **Notice to the Passengers** and the **Summary of the provisions on air carrier liability for Passengers and their Baggage** as set forth below).

Notwithstanding the foregoing, the Carrier shall be entitled in its sole discretion on a case by case basis to refuse any form of acceptance of the Flight Confirmation other than the execution thereof by the Client. In such case, the effectiveness of the Carriage Agreement shall be conditioned upon the receipt by the Carrier of the Flight Confirmation executed by the Client, and the Carrier shall be entitled to withdraw and cancel the Flight Confirmation at any time if such condition is not satisfied immediately upon receipt of the Flight Confirmation by the Client.

The Client shall not be entitled to assign the Carriage Agreement to any person without the Carrier's prior written consent.

No variation of the Carriage Agreement shall be effective unless agreed in writing by the Carrier.

The Carriage Agreement contains the entire understanding between the Carrier and the Client with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written (including any flight quotation issued by AASA (in its name, if the Carrier is AASA, or in the name of AAL, if the Carrier is AAL)).

In case of contradiction between the terms of the Flight Confirmation and the terms of these Conditions of Carriage, the terms of the Flight Confirmation shall prevail.

The Carrier's obligations under the Carriage Agreement are subject to the approval of the Flight(s) by the Owner (without prejudice to the Client's obligations under the Carriage Agreement, including the obligation to pay the Price). Should the Carrier inform the Client that the Owner denies such approval, the Carriage Agreement shall terminate, and the Carrier shall refund to the Client all payments (if any) previously received from the Client with respect to the Flight(s), whereupon the Carrier shall be released from any further obligation or liability towards the Client and/or the Passengers. For the avoidance of doubt, this paragraph shall only apply to the initial approval of the Flight(s) by the Owner; should the Owner then withdraw its approval, such situation shall be dealt with as an Adverse Event (as defined below) in accordance with Article 9.

Article 3: Carrier's Services

The Carrier undertakes to use its reasonable efforts to carry the Passengers and their Baggage from the point of departure until final destination as stated in the Flight Confirmation.

Before the first Flight, a Flight Brief will be sent to the Client.

Article 4: Restrictions applicable to Pregnant Women and Newborns

The following restrictions apply to the carriage of Passengers being pregnant women or newborns.

- (1) First pregnancy – uncomplicated:
 - a) Up to 27 weeks gestation: the Passenger may travel without medical certificate;
 - b) Between 28 weeks and 36 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - c) Beyond 36 weeks gestation: the Passenger is not allowed to travel.
- (2) Pregnancies following the first pregnancy – uncomplicated:
 - a) Up to 27 weeks gestation: the Passenger may travel without medical certificate;
 - b) Between 28 weeks and 32 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - c) Beyond 32 weeks gestation: the Passenger is not allowed to travel.
- (3) Complicated pregnancies:
 - a) Up to 32 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - b) Beyond 32 weeks gestation: the Passenger is not allowed to travel.
- (4) Newborns:
 - a) The Passenger may travel after 48 hours from birth if he was full-term (born at 38 weeks gestation or later) and no complications occurred (during pregnancy, birth and since birth);
 - b) The Passenger shall not travel if he was pre-term (less than 38 weeks gestation) and/or if complications occurred (during pregnancy, birth and/or since birth), unless the Carrier is provided with a medical

certificate from a pediatrician (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight.

Any Passenger who is pregnant or travels with a newborn shall inform the Carrier accordingly in advance (the Client shall have the same obligation for any Passenger).

The Carrier has the right to impose any further restrictions on the carriage of any pregnant or newborn Passenger if it considers in its sole discretion that such restrictions are necessary for the safety of the Passenger.

Article 5: Client's and Passengers' Obligations

The Client shall indicate to the Carrier the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to the Carrier all information and documents related to the Passengers as may be requested by the Carrier; in particular, immediately upon receipt of the Flight Confirmation, the Client shall provide the Carrier with all PNR Data requested in annex to the Flight Confirmation. In case of failure or delay by the Client to comply with such obligations for any reason whatsoever, the Carrier shall be entitled to treat such failure or delay as constituting a cancellation entitling the Carrier to the payment of the amounts set out in Article 8 (including the applicable Cancellation Fee (as defined below)).

The Passengers shall not smoke onboard the Aircraft unless it is expressly confirmed by the Carrier that the Aircraft is a smoking aircraft.

The Client and the Passengers shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over (including immigration, customs and agriculture regulations) and with the Carrier's rules and instructions pertaining hereto. In particular, the Passengers shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information. The Carrier bears no liability for the consequences to any Passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

The Client shall be billed and shall pay for any additional costs (including surcharges, fees, fines and penalties) resulting from such non-compliance by any Passenger.

If required, the Passengers shall attend inspection of their checked and/or unchecked Baggage by customs or other government officials. The Carrier shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers or the Client out of or in connection with such inspection or the Passengers' failure to attend such inspection.

The departure airport, departure time, destination airport, arrival time and number of Passengers indicated in the Flight Confirmation and/or the Flight Brief may not be changed by the Client and/or the Passengers, save with the Carrier's prior written consent (in particular, the Client and/or the Passengers shall not rely on any consent provided by the crew of the Aircraft), in which case the Client shall pay to the Carrier any additional costs incurred as a result of such change agreed by the Carrier.

Article 6: Baggage

The Passengers shall not include in their Baggage the following articles ("Unsuitable Baggage"):

- (1) Articles which do not constitute Baggage as defined in Article 1;
- (2) Articles which are likely to endanger the Aircraft or persons or properties on board the Aircraft or on ground, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited and poisonous offensive or irritating substances;
- (3) Articles the carriage of which is prohibited by applicable laws, regulations or orders of any countries to be flown from, to or over;
- (4) Articles which, by reason of their weight, volume, size or character exceed or do not comply with the Aircraft cargo capacity or the manufacturer's technical and safety standards (weight and balance) or which, in the opinion of the Carrier, are unsuitable for the performance of the Flight(s);
- (5) Articles which are listed as Dangerous Goods and Prohibited Articles on the following website: www.albinati.aero.

The Carrier shall have the right, but no obligation, to send any Unsuitable Baggage by cargo at the Client's or the Passengers' costs.

If a Passenger is in possession of, or if his Baggage includes the following articles ("Weapons"):

- (1) Weapons of any kinds, in particular side arms and sprays used for offensive or defensive purposes,
- (2) Munitions and explosives,
- (3) Articles which, judging by their outward appearance or making, look like weapons, munitions or explosives,

the Client shall notify (or shall cause such Passenger to notify) the Carrier in writing thereof simultaneously with the signing (or acceptance in any other manner) of the Flight Confirmation and the Passenger shall submit said Weapons to the Carrier for inspection prior to the boarding of the Baggage.

The Carrier may, without obligation, accept carrying such Weapons as cargo or checked Baggage only in strict compliance with the applicable regulations governing carriage of dangerous goods.

The Carrier shall have the right to conduct a body search of the Passengers and/or a Baggage search to determine whether any Passenger is in possession of, or whether his Baggage contains, any Unsuitable Baggage or Weapons. Should any Passenger refuse such searches, the Carrier may, in its sole discretion, refuse to carry the Passenger or his Baggage and treat any such refusal by any Passenger as constituting a cancellation of the Flight(s) entitling the Carrier to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee). Furthermore, the Carrier shall be under no liability to the Passengers or the Client for any Damage arising in connection with any such refusal by any Passenger.

Article 7: Pets

Pets are not permitted on board the aircraft without the prior written consent of AASA.

If the Client or its Passenger(s) add a pet without having previously obtained such written authorisation from AASA, then:

- (1) the Flight(s) shall be immediately and automatically cancelled;
- (2) Cancellation Fee shall become applicable.

Furthermore, AASA shall be under no liability to the Client or the Passengers for any Damage arising in connection with such Flight(s) cancellation.

Article 8: Price and Payment Terms

Unless otherwise expressly provided in the Flight Confirmation, the Client shall pay the Price to the Carrier within twenty-four (24) hours of receipt of a corresponding invoice from the Carrier (the "Invoice") and, if the Invoice was sent before the beginning of the first Flight, in any case before the positioning of the Aircraft for such first Flight.

In case of payment by credit card, an additional charge of four percent (4%) of the Price (and any other amount paid by credit card) shall be payable by the Client.

At any time after the acceptance of the Flight Confirmation by the Client (in particular before the issuance of the Invoice), the Carrier shall be entitled in its sole discretion to request the payment of the Price to be guaranteed by credit card.

In case of payment or guarantee by credit card, the Client represents and warrants to the Carrier that (i) the holder of the credit card consents to such payment or guarantee (and accepts to be debited in case of exercise of the guarantee) and (ii) such payment and/or guarantee (and the exercise thereof) shall not breach any applicable national or international law or regulation.

Unless otherwise expressly provided in the Flight Confirmation, the Price includes exclusively:

- (1) Handling agent services;
- (2) Landing and overflight charges;
- (3) Standard catering and bar depending on the size of the Aircraft;
- (4) Overnight fees;
- (5) Fuel costs; and
- (6) Crew overnight costs.

The Price does not include any additional services (the "Additional Services"), in particular:

- (1) Special catering requests;
- (2) Change of departure airport, departure time, destination airport, arrival time or number of Passengers;
- (3) De-icing (including for the Aircraft positioning and repositioning flights);

- (4) Fuel surcharges;
- (5) Additional insurance premiums (including for war risk insurance or cover extension for a country excluded from the Aircraft insurance coverage);
- (6) Satellite telephone communications / internet (if available on board the Aircraft);
- (7) VIP lounges;
- (8) Passengers ground transportation and accommodation (including limousine, taxi, car rental and hotel) ("Ground Transportation and Accommodation"); and
- (9) Any other services listed as not included in the Flight Confirmation.

Ground Transportation and Accommodation requested by the Client shall be arranged by the Carrier, acting in this respect as agent and direct representative of the Client. The Carrier shall conclude the Ground Transportation and Accommodation agreements with the relevant service providers in the name and on behalf of the Client.

The Additional Services will be additionally invoiced to the Client and payable by the Client immediately upon receipt of a corresponding invoices from the Carrier.

Unless otherwise expressly provided in the Flight Confirmation, the Price does not include any value added tax and any other taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Client and/or the Passengers under the Carriage Agreement) or otherwise in connection with the Flight(s). All such taxes and charges shall be borne by the Client.

All payments to be made by the Client or any Passenger under the Carriage Agreement shall be made without deduction, set-off, counterclaim or withholding whatsoever. Unless otherwise expressly provided herein, all payments to be made by the Client or any Passenger under or in connection with the Carriage Agreement shall be due and payable immediately on demand from the Carrier.

In case of late payment of any amount (including the Price) to be made by the Client and/or any Passenger under the Carriage Agreement, default interest shall accrue on such amount at the rate of ten percent (10%) p.a. from the

first day of delay (without the need of any notice from the Carrier) until the date of actual payment (both before and after any debt enforcement or court proceedings), and the Client and/or the Passengers (as applicable) shall indemnify and hold the Carrier harmless against any foreign exchange loss, court and legal fees and any other Damage incurred by the Carrier as a result of such late payment. Without prejudice to the foregoing, the Carrier shall be entitled to treat any delay in the payment of the Price (and/or any refusal by the Client to immediately guarantee the payment of the Price by credit card) as constituting a cancellation entitling the Carrier to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee).

Unless otherwise expressly provided herein, the Client shall not be entitled to any reduction or refund of the Price (or any part thereof) for any reason whatsoever. The Price is a fixed price, subject to any increase as provided in the Carriage Agreement.

The Client acknowledges and agrees that:

- (1) The Flight Confirmation (as executed by the Client or accepted by it in any other manner in accordance with Article 2), in conjunction with
 - (2) These Conditions of Carriage,
- shall constitute a debt acknowledgment from the Client with respect to the Price and the Cancellations Fees for the purpose of article 82 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (RS 281.1).

Article 9: Delay and Cancellation

The Passengers shall arrive at the airport sufficiently in advance to be ready (and on board with their baggage) at the departure time of the Flight (and in any case at least twenty (20) minutes in advance). In case of delay of the Passengers for any reason whatsoever, the Carrier shall be entitled in its sole discretion to treat such delay as constituting a cancellation of the Flight(s) by the Client entitling the Carrier to payment in accordance with the provisions of this Article (in particular, a Cancellation Fee in the amount of hundred percent (100%) of the Price). If the Carrier nonetheless accepts to perform the Flight(s), the Client shall pay to the Carrier any additional costs incurred as a result of the Passengers' delay, a new departure time (which may extend to the following day, or the next airport opening day) will be determined by the Carrier and the Carrier shall not be liable for any Damage caused by such change.

In case the Client or the Passengers cancel the Flight(s), the following cancellation fees shall be due and payable by the Client to the Carrier (the "Cancellation Fees"):

- (1) Cancellation received by the Carrier more than ten (10) days prior to the departure of the first Flight: twenty percent (20%) of the Price;
- (2) Cancellation received by the Carrier between ten (10) and seven (7) days prior to the departure of the first Flight: forty percent (40%) of the Price;
- (3) Cancellation received by the Carrier between seven (7) and three (3) days prior to the departure of the first Flight: sixty percent (60%) of the Price;
- (4) Cancellation received by the Carrier between three (3) days and twenty-four (24) hours prior to the departure of the first Flight: eighty percent (80%) of the Price;
- (5) Cancellation received by the Carrier less than twenty-four (24) hours prior to the departure of the first Flight, or at any time before if the Aircraft has already been positioned to the point of departure: hundred percent (100%) of the Price.

In case the Flight Confirmation sets forth a different cancellation policy, the terms of the Flight Confirmation

shall prevail over the cancellation policy set forth above.

In case of cancellation of the Flight(s), the Client shall in addition reimburse the Carrier for (i) all costs actually incurred by the Carrier in connection with any Additional Services related to the Flight(s) and (ii) any other Damage incurred by the Carrier as a result of such cancellation.

In case the Price had not yet been paid by the Client at the time of cancellation, the Client shall pay the applicable Cancellation Fee and all amounts referred to in the previous paragraph to the Carrier within two (2) business days of cancellation. In case the Price was already paid by the Client, the Carrier shall reimburse the Price to the Client upon deduction of the applicable Cancellation Fee, all amounts referred to in the previous paragraph and any other amounts owed by the Client and/or the Passengers to the Carrier.

No partial cancellation (in particular, if the Flight Confirmation concerns several Flights, no cancellation of a Flight) shall be possible at any time, save with the Carrier's prior written consent, which consent may be granted or denied in the Carrier's absolute discretion. In case of partial cancellation, the full Price (and any other amounts due by the Client and/or the Passengers under the Carriage Agreement) shall remain due and payable and no part thereof shall be reimbursed by the Carrier.

Generally, in case of failure or delay by the Client and/or the Passengers to comply with any of their obligations under the Carriage Agreement for any reason whatsoever, the Carrier shall be entitled in its sole discretion to treat such failure or delay as constituting a cancellation of the Flight(s) entitling the Carrier to the payment of the amounts set out in this Article (including the applicable Cancellation Fee).

Article 10: Carrier's Limitations

The Client and the Passengers acknowledge and agree that all Flights are subject to, and may be impacted by, the following parameters and/or limitations (collectively, "Adverse Events"):

- (1) All Flights are subject to airport slots, traffic rights, take-off, overflight, landing and parking permissions.
- (2) The Flight(s) are subject to any withdrawal of the approval from the Owner.
- (3) All Flights may be affected by any act of God, act of nature, weather conditions, pandemic, epidemic, quarantine, acts of civil or military authority, strike or labor dispute (whether involving the workforce of the Carrier or any other party), mechanical failure, unserviceability of the Aircraft, safety risk, lack of essential supplies or parts, decision or action or absence of decision or action by any authority or a third party, compliance with any national or international law or regulation or by any other cause beyond the reasonable control of the Carrier.
- (4) The pilot in command of the Aircraft will be in complete charge and control of the Aircraft at all times and shall have absolute discretion as to all matters relating to the operation of the Aircraft. In particular, if, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate, cancel or divert a Flight.
- (5) The Carrier (or the pilot in command) will refuse carriage or onward carriage, or will cancel any Flight reserved by the Client when:
 - a) Such action is necessary for reasons of safety; or
 - b) Such action is necessary to prevent violation of any applicable laws, regulations or orders (in particular, those of any state or country to be flown from, into or over); or
 - c) The conduct, age or mental or physical condition of any Passenger is such as to (i) require special assistance from the Carrier, (ii) cause discomfort or make himself objectionable to other Passengers or (iii) involve any hazard or risk to himself or to other persons or properties (this includes any situation where

any Passenger endangers the safety of the Aircraft or any person or property on board; obstructs the crew in the performance of their duties; fails to comply with any instruction of the crew; uses any threatening, abusive or insulting language towards the crew or behaves in a disorderly, unpredictable, unsafe or aggressive manner (including as a result of alcohol consumption) towards the crew or other Passengers).

Subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in case of delay in the performance, or a diversion, cancellation or termination, of any Flight by the Carrier (or in case the Carrier is otherwise prevented from, or delayed in, performing its obligations under the Carriage Agreement or carrying on its business) due in whole or in part to any Adverse Event:

- (1) The Carrier shall not be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers;
- (2) If any Flight is diverted due to any Adverse Event and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in the Flight Confirmation and/or the Flight Brief, the Flight shall be deemed completed and the Passengers shall be solely responsible for reaching their destination at their or the Client's costs. No refund shall be made by the Carrier;
- (3) If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event attributable to the Client or any Passenger (in particular, the conduct of any Passenger), the Carrier shall be entitled to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee) as if the Flight had been cancelled by the Client or the Passengers, plus any additional costs caused by such Adverse Event;

- (4) If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event which is not attributable to the Client or any Passenger, the Carrier shall refund to the Client all payments previously received with respect to such Flight, other than:
 - a) Any cost incurred by the Carrier as a result of said cancellation or termination;
 - b) Any cost already incurred by the Carrier in connection with the Flight which has been canceled or terminated; and
 - c) The costs attributable to (i) any positioning flight already performed or to be performed (in particular to reposition the Aircraft at its home base), (ii) all Flights theretofore performed and (iii) such Flight(s) as may be necessary to return the Passengers to their original airport of departure,for which the Carrier shall have the right to charge the Client;

- (5) The Client shall reimburse the Carrier for all costs actually incurred by the Carrier in connection with any Additional Services related to the Flight(s).

Subject to any compulsory provision to the contrary of any applicable national or international law or regulation, if, due to any Adverse Event, the aircraft designated in the Flight Confirmation and/or the Flight Brief is substituted by another aircraft (the "Replacement Aircraft") before completion of a Flight (so that such Flight is not canceled or terminated in accordance with the previous paragraph of this Article), the following shall apply to such Flight (or portion of Flight) performed by the Replacement Aircraft (the "Replacement Flight"):

- (1) The Carrier shall not be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers (in particular in connection with such change of aircraft);
- (2) If the Replacement Aircraft is part of the Carrier's fleet,
 - (i) the Client shall pay to the Carrier any additional costs incurred in connection with such change of aircraft and
 - (ii) the Replacement Aircraft shall be deemed to be the "Aircraft" for the purposes of the Replacement Flight;

- (3) If the Replacement Aircraft is not part of the Carrier's fleet but is part of AASA's or AAL's fleet (as applicable),
 - (i) the previous Carrier shall not bear any obligation or liability in respect of the Replacement Flight and shall in particular not be deemed to be the contractual carrier for such Replacement Flight, (ii) the new Carrier shall be the operator of the Replacement Aircraft, (iii) a (new) Flight Brief shall be issued, (iv) the Carriage Agreement shall automatically be assigned from the previous Carrier to the new Carrier (and the previous Carrier shall be released from any obligation or liability in relation thereto), (v) the Client shall pay any additional costs incurred in connection with such change of Carrier and aircraft and (vi) the Replacement Aircraft shall be deemed to be the "Aircraft" for the purposes of the Replacement Flight;
- (4) If the Replacement Aircraft is not part of AASA's or AAL's fleet, (i) the Carrier shall not bear any obligation or liability in respect of the Replacement Flight and shall in particular not be deemed to be the contractual carrier for such Replacement Flight, (ii) a new flight confirmation (and, as applicable, a new flight brief) shall be issued (which shall be governed by the Charter Flight Brokerage Agreement which is available on the following website: www.albinati.aero), (iii) the part of the Price paid by the Client which should have been refunded to the Client in accordance with the previous paragraph of this Article (had a Replacement Flight not been performed) shall be credited against the payment of the price under the new flight confirmation, and (iv) the Client shall pay any additional costs incurred in connection with such change of carrier and aircraft.

For the avoidance of doubt, the Carrier shall not have any obligation to find a Replacement Aircraft and arrange a Replacement Flight.

The Client shall pay to the Carrier all additional costs arising from or in relation to any Adverse Event (in particular in case of any change or delay to the Flight(s)).

Generally, all information regarding the Flight(s) which is provided in the Flight Confirmation and/or the Flight Brief may be changed at any time by the Carrier (in particular at

the time of issuance of the Flight Brief) in its sole discretion, without the Carrier incurring any obligation or liability to the Client or the Passengers. In particular:

- (1) The Carrier may change the handling agent and/or the crew;
- (2) The departure and arrival times may be modified by the Carrier, in particular because of airport slots, traffic rights, takeoff, overflight, landing and parking permissions;
- (3) The flight time (or block time) is given for information only and may change in particular because of weather conditions and air traffic control orders;
- (4) The routing may be adapted by the Carrier in particular because of weather conditions or other operating reasons, and may include a diversion or a stop;
- (5) The Carrier may replace the aircraft designated in the Flight Confirmation and/or the Flight Brief by another aircraft of its fleet of an identical or similar model, which shall be deemed to be the "Aircraft" for the purposes hereof. If the replacement aircraft is not part of the Carrier's fleet but is part of AASA's or AAL's fleet (as applicable), (i) the previous Carrier shall not bear any obligation or liability in respect of the Flight(s) and shall in particular not be deemed to be the contractual carrier for the Flight(s), (ii) the new Carrier shall be the operator of the replacement aircraft, (iii) a (new) Flight Brief shall be issued, (iv) the Carriage Agreement shall automatically be assigned from the previous Carrier to the new Carrier (and the previous Carrier shall be released from any obligation or liability in relation thereto), (v) the replacement aircraft shall be deemed to be the "Aircraft" for the purposes hereof.

Article 11: Carrier's Liability

Any liability of the Carrier for any Damage arising out of or in connection with the Flight(s), the Carriage Agreement, any Ground Transportation and Accommodation agreement and the Carrier's services under the Carriage Agreement is excluded, subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in particular the Warsaw Convention, the Montreal Convention and the EC Regulation. Specific notices regarding the liability of the Carrier according to these instruments are included below these Conditions of Carriage.

In any case, any liability of the Carrier for consequential or indirect damages and for loss of revenues or profits is excluded.

Subject to any compulsory provision to the contrary of any applicable national or international law or regulation, the Carrier shall not have any obligation to pay any amount of any kind whatsoever to the Client or the Passengers, other than amounts expressly provided herein.

All exclusions, waivers or limitations of liability or obligations contained in the Carriage Agreement in favor of the Carrier shall also apply in favor of the Carrier's shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, to the maximum extent allowed by any applicable national or international law or regulation.

Article 12: Client's and Passengers' Liability

The Client and any Passenger shall be jointly and severally liable for, and shall indemnify and hold the Carrier, its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person (including any Owner, lessee or financier of the Aircraft) (collectively, including the Carrier, the "Indemnitees") harmless against, any direct or indirect Damage:

- (1) Which the Client, any Passenger or any Passenger's animal may cause to any Indemnatee, to the Aircraft (including its exterior and interior parts, in particular any outfitting, furniture, equipment and system) or to any other asset in connection with the Flight(s) (including during any Ground Transportation and Accommodation);
- (2) Which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or on board the Aircraft or during any Ground Transportation and Accommodation;
- (3) Which may result out of or in connection with any breach by the Client or any Passenger of the Carriage Agreement (and the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth below), any Ground Transportation and Accommodation agreement or any other agreement; or
- (4) Which may result out of or in connection with any breach by the Client or any Passenger of any applicable laws, regulations, orders, demands and travel requirements (including immigration, customs and agriculture regulations) or of the Carrier's rules and instructions pertaining thereto.

Without prejudice to the generality of the foregoing and subject to any compulsory provision to the contrary of any applicable national or international law or regulation, the Client shall be liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from any Passenger or any related third party.

Article 13: Personal Data

All personal data with respect to the Client and the Passengers will be collected and processed by AASA and/or AAL (collectively, the “Companies”) in accordance with the Privacy Policy which is available on the following website: www.albinati.aero (the “Privacy Policy”).

The Client hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Client further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.

Without prejudice to the generality of the foregoing:

- (1) The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, the Companies to collect and transfer PNR Data to the Client and to any service providers such as airport operators, handling agents, limousine companies, insurance companies, hotels or other companies, to the extent such transfer is necessary for the performance of the Flights and/or the provision of any Additional Services.
- (2) For security and immigration purposes, authorities of certain countries may require that the Carrier transfers to them specific travel data related to the Passengers and the Passengers’ journey. The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, the Companies to transfer to these authorities any required PNR Data.
- (3) The Client and the Passengers acknowledge and expressly agree that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Client’s and/or the Passengers’ home country.
- (4) The Client further expressly authorizes, and confirms that the Passengers expressly authorize, the Companies to collect and exchange information on the preferences and tastes of the Client and the Passengers (including catering specific requests) in order to improve the quality of the service rendered to the Client and the Passengers (the Companies may in particular communicate such information to any future carrier of the Client

and/or the Passengers).

- (5) The Companies do not assume liability for any breach of any data protection regulation by any person or authority to which the Companies may transfer personal data of the Client and/or the Passengers. The Client and the Passengers hereby waive any and all claims and remedies against the Companies.

Article 14: Subcontracting by AAL

When the Carrier is AAL:

- (1) AAL shall be entitled to subcontract to AASA the performance of certain tasks under or in connection with the Flight(s), in particular the issuance of any flight quotation, the Flight Confirmation and/or the Flight Brief and the preparation of the Flight(s) (including the gathering of all information and documents related to the Passengers);
- (2) Unless otherwise expressly provided, any document (including any flight quotation, the Flight Confirmation and/or the Flight Brief) issued by AASA and any action performed by AASA shall be deemed issued/performed in the name and on behalf of AAL, AASA acting only as direct representative of AAL;
- (3) In such case, for the avoidance of doubt, the carriage agreement is entered into between the Carrier (being AAL) and the Client, and AASA is not a party to such carriage agreement and shall not bear any obligation or liability in relation thereto (without prejudice to its rights under these Conditions of Carriage);
- (4) AASA does not act as air carrier (in particular, AASA does not act as contracting or actual carrier) and does not provide air transportation services; and
- (5) Any liability of AASA and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for any Damage arising out of or in connection with its activities as direct representative of AAL is excluded, subject to any compulsory provision to the contrary of any applicable national or international law or regulation.

Article 15: Applicable Law and Jurisdiction

The Carriage Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of law provisions.

Any dispute, controversy, or claim arising out of, or in connection with, the Carriage Agreement, including the validity, invalidity, breach, or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland (subject to the right to appeal to the Swiss Federal Court), to which the parties hereby irrevocably agree to be submitted. The foregoing shall not prevent the Carrier to sue the Client and/or the Passengers before any other competent court.

The choice of law and jurisdiction clauses above are subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in particular the Warsaw Convention, the Montreal Convention and the EC Regulation.

Notice to the Passengers

(According to Art. 3 Para. 1 Lit. C of the Warsaw Convention, Art. 3 Para. 4 of the Montreal Convention and Art. 6 Para. 2 of the EC Regulation)

The Warsaw Convention, the Montreal Convention and/or the EC Regulation may be applicable to the Passengers' journey and these instruments govern and may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

Where the Montreal Convention or the EC Regulation applies, the limits of liability are as follows:

- (1) There are no financial limits in respect of death or bodily injury. For damages above 128,821 SDRs per Passenger, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 1,288 SDRs per Passenger in most cases.
- (3) In respect of damage occasioned by a delay to the journey: 5,346 SDRs per Passenger in most cases.

Where the Warsaw Convention applies, the limits of liability are as follows:

- (1) In respect of death, bodily injury or damage occasioned by a delay to the journey: 16,600 SDRs per Passenger in most cases.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 17 SDRs per kilogram for checked Baggage and 332 SDRs per Passenger for unchecked Baggage.

Regardless of which Convention/Regulation applies to the journey, the Passenger may benefit from a higher limit of liability for destruction or loss of, or damage to, or delay in respect of, Baggage by making at check-in a special declaration of the value of the Baggage and paying any supplementary fee that may apply. Alternatively, if the value of the Baggage exceeds the applicable limit of liability, the Passenger should fully insure it prior to travel.

Summary of the provisions on air carrier liability for Passengers and their Baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention, in case these instruments are applicable to the Passengers' journey.

Compensation in the case of death or injury

There are no financial limits to the liability for Passenger injury or death. For damages up to 128,821 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a Passenger is killed or injured, the air 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.

Passenger delays

In case of Passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 5,346 SDRs.

Baggage delays

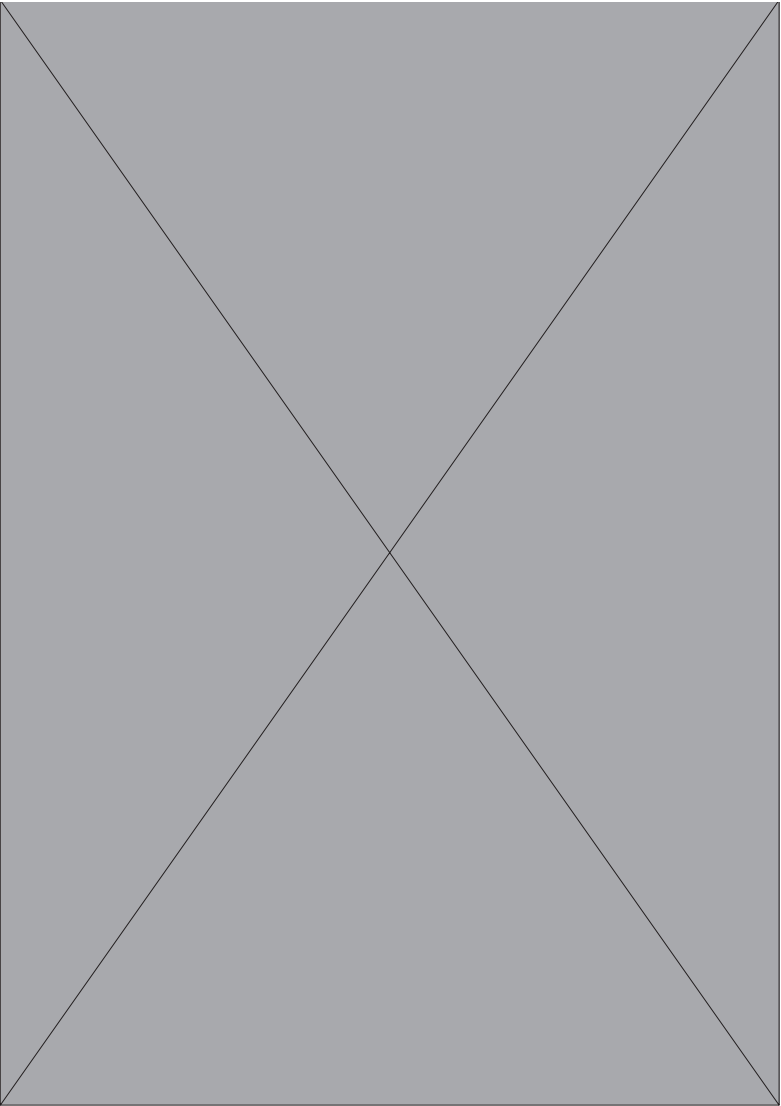
In case of Baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Baggage delay is limited to 1,288 SDRs.

Destruction, loss or damage to Baggage

The air carrier is liable for destruction, loss or damage to Baggage up to 1,288 SDRs. In the case of checked Baggage, it is liable even if not at fault, unless the Baggage was defective. In the case of unchecked Baggage, the carrier is liable only if at fault.

Dangerous goods and prohibited articles in baggage

Dear customer, your safety is our priority.
We kindly ask you to ensure that none of these Dangerous Goods is carried in your baggage (cabin and hold baggage).



Provisions for dangerous goods carried by passengers

Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below.

The pilot in command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Alcoholic beverages, when in retail packagings, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 L, with a total net quantity per person of 5 L.	NO	YES	YES	NO
Ammunition, securely packaged (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages.	YES	YES	NO	NO
Avalanche rescue backpack, one (1) per person, containing cartridges of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing no more than 200 mg net of Div. 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.	YES	YES	YES	NO
Baggage with installed lithium batteries non-removable batteries exceeding–0.3 g lithium metal or 2.7 Wh.	FORBIDDEN			
Baggage with installed lithium batteries: ■ non-removable batteries. Batteries must contain no more than 0.3 g lithium metal or for lithium ion must not exceed 2.7 Wh; ■ removable batteries. Batteries must be removed if baggage is to be checked in. Removed batteries must be carried in the cabin.	NO	YES	YES	NO
Batteries, spare/loose, including lithium batteries, non-spillable batteries, nickel-metal hydride batteries and dry batteries (see 2.3.5.8) for portable electronic devices must be carried in carry-on baggage only. Articles which have the primary purpose as a power source, e.g. power banks are considered as spare batteries. These batteries must be individually protected to prevent short circuits. Lithium metal batteries: the lithium metal content must not exceed 2 g (see 2.3.5.8.4). Lithium ion batteries: the Watt-hour rating must not exceed 100 Wh (see 2.3.5.8.4). Each person is limited to a maximum of 20 spare batteries. * The operator may approve the carriage of more than 20 batteries. Non-spillable batteries: must be 12 V or less and 100 Wh or less. Each person is limited to a maximum of 2 spare batteries (see 2.3.5.8.5).	NO*	NO	YES	NO
Camping stoves and fuel containers that have contained a flammable liquid fuel, with empty fuel tank and/or fuel container (see 2.3.2.5 for details).	YES	YES	NO	NO
Chemical Agent Monitoring Equipment, when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel (see 2.3.4.4).	YES	YES	YES	NO
Disabling devices such as mace, pepper spray, etc. containing an irritant or incapacitating substance are forbidden on the person, in checked and carry-on baggage.	FORBIDDEN			
Dry ice (carbon dioxide, solid), in quantities not exceeding 2.5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5 kg or less dry ice.	YES	YES	YES	NO
e-cigarettes (including e-cigars, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation (see 2.3.5.8.2).	NO	NO	YES	NO
Electro shock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.	FORBIDDEN			
Fuel cells containing fuel, powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders), see 2.3.5.9 for details.	NO	NO	YES	NO
Fuel cell cartridges, spare for portable electronic devices, see 2.3.5.9 for details.	NO	YES	YES	NO

The pilot in command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Gas cartridges, small, non-flammable containing carbon dioxide or other suitable gas in Division 2.2. Up to two (2) small cartridges fitted into a self-inflating personal safety device , intended to be worn by a person, such as a life jacket or vest. Not more than two (2) devices per passenger and up to two (2) spare small cartridges per device, not more than four (4) cartridges up to 50 mL water capacity for other devices (see 2.3.4.2).	YES	YES	YES	NO
Gas cylinders, non-flammable, non-toxic worn for the operation of mechanical limbs . Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.	NO	YES	YES	NO
Hair curlers containing hydrocarbon gas , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. These hair curlers must not be used on board the aircraft at any time. Gas refills for such curlers are not permitted in checked or carry-on baggage.	NO	YES	YES	NO
Heat producing articles such as underwater torches (diving lamps) and soldering irons (see 2.3.4.6 for details).	YES	YES	YES	NO
Insulated packagings containing refrigerated liquid nitrogen (dry shipper), fully absorbed in a porous material containing only non-dangerous goods.	NO	YES	YES	NO
Internal combustion or fuel cell engines , must meet A70 (see 2.3.5.15 for details).	NO	YES	NO	NO
Lithium batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries, including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets (see 2.3.5.8). For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Devices in checked baggage must be completely switched off and must be protected from damage. Each person is limited to a maximum of 15 PED. * The operator may approve the carriage of more than 15 PED.	NO*	YES	YES	NO
Lithium batteries, spare/loose, including power banks , see Batteries, spare/loose				
Lithium battery-powered electronic devices. Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium metal content exceeding 2 g but not exceeding 8 g. Devices in checked baggage must be completely switched off and must be protected from damage.	YES	YES	YES	NO
Lithium batteries, spare/loose with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only. These batteries must be individually protected to prevent short circuits.	YES	NO	YES	NO
Matches, safety (one small packet) or a small cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage. <i>Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters or lighters powered by a lithium battery without a safety cap or means of protection against unintentional activation are forbidden (see 2.3.5.8.4(e)).</i>	NO	ON ONE'S PERSON		NO
Mobility aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries, nickel-metal hydride batteries or dry batteries (see 2.3.2.2).	YES	YES	NO	YES
Mobility aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium ion batteries (see 2.3.2.3 and 2.3.2.4 for details).	YES	YES	NO	YES
Mobility aids: Battery-powered wheelchairs or other similar mobility devices with lithium ion batteries where the battery is specifically designed to be removed, the battery must be carried in the cabin (see 2.3.2.4.3 (b) 2. for details).	YES	NO	YES	YES

The pilot in command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Non-radioactive medicinal or toiletry articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol; and Non-flammable, non-toxic (Division 2.2) aerosols , with no subsidiary hazard, for sporting or home use. The <u>total</u> net quantity of non-radioactive medicinal or toiletry articles and non-flammable, non-toxic (Division 2.2) aerosols must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.	NO	YES	YES	NO
Oxygen or air, gaseous, cylinders required for medical use . The cylinder must not exceed 5 kg gross weight. <i>Note: Liquid oxygen systems are forbidden for transport.</i>	YES	YES	YES	YES
Permeation devices , must meet A41 (see 2.3.5.14 for details).	NO	YES	NO	NO
Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person or fitted externally.	NO	ON ONE'S PERSON		NO
Security-type equipment (see 2.3.2.6 for details).	YES	YES	NO	NO
Security-type attaché cases, cash boxes, cash bags , etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, except as provided in 2.3.2.6 are totally forbidden. See entry in 4.2-List of Dangerous Goods.		FORBIDDEN		
Specimens, non-infectious packed with small quantities of flammable liquid, must meet A180 (see 2.3.5.11 for details).	NO	YES	YES	NO
Thermometer, medical or clinical , which contains mercury, one (1) per person for personal use, when in its protective case.	NO	YES	NO	NO
Thermometer or barometer, mercury filled carried by a representative of a government weather bureau or similar official agency (see 2.3.3.1 for details).	YES	NO	YES	YES

