

# FirstJets GmbH

## Terms & Conditions

### 1 Definitions

The following definitions apply unless the context requires otherwise:

**Broker** means a provider of brokerage services that facilitates a Charter

**Carrier** means a provider of air transportation services that operates, maintains, owns, and/or charters aircraft

**Charter** means the charter of an aircraft by the Charterer from the Carrier

**Charter Agreement** means the agreement between the Charterer and the Carrier governing the Charter

**Charter Price** has the meaning given to it in “4 Charter Price”

**Charterer** means the customer who charters an aircraft from the Carrier

**Confirmation** means the booking confirmation provided by FirstJets to the Charterer setting out the details of the Charter (incl. aircraft type, date of Charter, route of Charter) between the Charterer and the Carrier

**Confirmation Date** has the meaning given to it in “4 Charter Price”

**Departure Destination** means the airport or nearby airports that are used to park the aircraft until the flight departure time

**Departure Time** means the scheduled time the booked flight is meant to leave the departure airport

**FirstJets** means FirstJets GmbH, Hoernliweg 6b CH-8806 Baech Switzerland

**Request for Quotation** has the meaning given to it in “3 Brokerage”

### 2 Role of FirstJets

FirstJets is a private aviation Broker that acts as an intermediary between the Charterer and the Carrier by chartering aircraft as an agent for the Charterer, on behalf of, and in the Charterer’s name.

FirstJets is not a Carrier and as such does not itself operate, maintain, own, or charter aircraft and does not provide air transportation services.

These FirstJets Terms & Conditions are not a Charter Agreement and no Charter Agreement is or will be entered into between the Charterer and FirstJets. Instead, the Charterer will enter into a Charter Agreement directly with the Carrier. FirstJets will not be a party to such Charter Agreements and shall not bear any obligation or liability in relation thereto (including any injury, damage, death, loss, accident or delay due to any action or omission of the Carrier or any other third parties in connection with the Charter Agreement).

The services FirstJets provides as a private aviation Broker to the Charterer to facilitate the Charterer and the Carrier entering into a Charter Agreement will be governed by these Terms & Conditions.

### 3 Brokerage

The Charterer may contact FirstJets via FirstJets' website or via phone, email, or letter to request a quotation for chartering an aircraft from a Carrier ("Request for Quotation"). Nothing on FirstJets' website shall in any case be construed as an offer to contract. Similarly, neither the Charterer's Request for Quotation nor the quotation issued by FirstJets following such Request for Quotation shall be considered a binding offer or an offer to contract.

Only the issuance of a Confirmation by FirstJets constitutes a binding offer which requires acceptance within the stipulated acceptance period. The return of the Confirmation duly signed by the Charterer shall constitute a binding contract of brokerage between the Charterer and FirstJets, which is governed by these Terms & Conditions, and upon which FirstJets will charter the aircraft as an agent for the Charterer, on behalf of, and in the Charterer's name. If the acceptance period is lapsed, FirstJets shall not be bound by its Confirmation.

### 4 Charter Price

The price quoted in the Confirmation issued by FirstJets only includes the price for chartering the aircraft and unless set out otherwise does not include any ancillary services ("Charter Price"). For the avoidance of doubt, the Charter Price and the price for any ancillary services may include a service fee that will be retained by FirstJets. If the Charterer wishes to book additional ancillary services, he may send another Request for Quotation to FirstJets following the procedure set out in "3 Brokerage" of these Terms & Conditions. Under no circumstances may the Charterer contact the Carrier directly to book any ancillary services.

The Charter Price is based on aviation fuel costs calculated on the date on which FirstJets provided the Confirmation ("Confirmation Date"). If, for any reason whatsoever, there is any increase in the cost of aviation fuel between the Confirmation Date and the date of operation of the Charter and as a result of such increase the Carrier requests payment of an incremental Charter Price or fuel surcharge, FirstJets will inform the Charterer within 14 days after completion of the charter of such costs. FirstJets may add a 10% service fee to such costs charged by the Carrier.

If any de-icing costs or other ancillary costs (such as WiFi usage fees) are incurred in connection with chartering the aircraft, FirstJets will inform the Charterer within 14 days after completion of the charter of such costs. The same applies if the Carrier is requesting damages as a result of inappropriate behavior during the flight or misuse of the aircraft's interior by the Charterer. FirstJets may add a 10% service fee to such costs charged by the Carrier.

### 5 Payment

All payments due to FirstJets shall be made upon receipt of invoice, in the currency specified on the Confirmation and invoice, and in cleared funds received by FirstJets by the payment date specified on the Confirmation and invoice.

If the Charterer wishes to make payment via credit card, FirstJets will add the following credit card surcharges to the amount payable: Visa/Mastercard: 5%, American Express: 5% ("Credit Card Transaction Fees"). Payment by credit card is not available for credit cards falling under the EU Payments Services Directive 2 (PSD2).

FirstJets will implement a credit card hold of the greater of 10% of the Charter Price and the approximate cost of de-icing. The hold amount will be specified on the Confirmation. FirstJets will release this credit card hold upon settlement of all payments due in relation to the Charter. If the Charterer fails to make such settlement by the due date, the Charterer agrees that FirstJets is entitled to request payment of the sum on hold from the Charterer's credit card including the Credit Card Transaction Fees.

If for any reason any payments due have not been received by FirstJets on the due date, then the Charterer will pay to FirstJets simple interest on the payment due (less any payments successfully requested from the hold on the Charterer's credit card) at the rate of 5% per annum calculated on a daily basis from the due date until the date of payment. FirstJets' right to require payment of interest is without prejudice to any other rights the FirstJets may have against Charterer. Specifically, FirstJets retains the right to at FirstJets' sole discretion either cancel the Charter and/or demand payment of all legal fees, court fees and recovery fees incurred in the event of delayed or non-payment.

Only FirstJets is, but not the Charterer is entitled to withhold any payments due for purposes of any counterclaim, set-off, deduction or withholding.

## 6 Changes & Cancellation

Unless set out otherwise in the Confirmation, if the Charterer wishes to cancel the Charter after returning the duly signed Confirmation, the following cancellation conditions will apply:

- 20% of the Charter Price will be charged if cancellation occurs earlier than 10 days before the scheduled departure day of the Charter as set out in the Confirmation;
- 50% of the Charter Price will be charged if cancellation occurs earlier than 5 days before the scheduled departure day of the Charter as set out in the Confirmation;
- 100% of the Charter Price will be charged if cancellation occurs less than 5 days before the scheduled departure day of the Charter as set out in the Confirmation or if the booked aircraft has already been positioned by the Carrier to the Departure Destination. FirstJets will inform the Charterer upon request whether the aircraft has already been positioned.
- For Charters identified as empty legs in the Confirmation 100% of the Charter Price will be charged irrespective of when cancellation occurs.

With respect to the cancellation conditions the time zone of the departure airport of the Charter will apply.

The Charterer may request a change in routing or any other change (for example, flight time change, passenger manifest change, change of airport or additional flight requirements). In such an event, FirstJets has the right but not the obligation to accommodate the Charterer's changes and to provide the customer with a renewed Confirmation (incl. any additional costs) in accordance with "3 Brokerage" of these Terms & Conditions. If FirstJets is unable to accommodate the changes, the Charterer may cancel the original Charter in line with the cancellation conditions set out above.

The Charterer may not, if not otherwise stated in the Confirmation, arrive less than 45 minutes before the scheduled Departure Time. Should the Charterer arrive later than 45 minutes prior to the Departure Time the Carrier has the right to refuse transportation or claim payment of additional costs incurred by the Carrier. In case the Carrier refuses transportation the Charterer is not entitled to a refund.

In the event of any delay (other than any delay for technical reasons, the responsibility and liability for which shall lie with the Carrier), deviation, diversion or cancellation of any Flight, the Charterer shall be solely responsible for any accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatever nature incurred by the Charterer wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to FirstJets on demand. If the Carrier is unable to perform a Charter, FirstJets will inform the Charterer of such cancellation without unreasonable delay. FirstJets has the right but not the obligation to search for an alternative Carrier in case of such cancellation. If FirstJets finds a potential replacement Carrier, it will inform the customer in accordance with "3 Brokerage" of these Terms & Conditions of such alternative carrier and potential additional costs. If FirstJets does not find a potential replacement Charter within 24 hours or the Charterer does not accept FirstJet's Confirmation of the replacement Charter, FirstJets will reimburse any payments already made by the Charterer within 14 days, which will be the Charterer's sole remedy.

## 7 Warranties, Liability, Indemnity

The Charterer represents and warrants that he is of sufficient legal age and capacity to enter into legally binding agreements, including these Terms & Conditions. The Charterer represents and warrants that no restrictions apply to him that would prevent him from entering into or performing any such agreements and that he is not entering into any such agreements for, in the name of/or on behalf of third parties unless legally authorized to do so.

The Charterer expressly agrees that his use of FirstJet's services is at his sole risk and expense.

Unless stipulated otherwise in these Terms & Conditions, any information of any kind whatsoever which is provided by FirstJets is for information only, without any warranty of any kind, either express or implied.

To the full extent permitted by applicable law, any liability of FirstJets, including its shareholders, officers, and employees, is excluded.

The Charterer agrees to indemnify FirstJets against any direct or indirect damage resulting out of or in connection with his breach of these Terms & Conditions.

## 8 Miscellaneous

- a. The Charterer acknowledges and agrees that the Charter Price is confidential and may not be disclosed to third parties without prior approval by FirstJets.
- b. FirstJets processes personal data in accordance with the Privacy Policy made available on FirstJets' website.
- c. FirstJets may refuse to provide brokerage services to a Charterer at any time in its sole discretion, with or without notice and with or without reason.
- d. These Terms & Conditions constitute the entire agreement between you and FirstJets relating to your use of FirstJets' services as a Broker, and supersedes any prior or contemporaneous understandings or agreements (whether oral or written) regarding the subject matter.
- e. No variation of these Terms and Conditions by you shall be effective unless agreed in writing by FirstJets.
- f. FirstJets may at any time amend these Terms and Conditions. The Charterer's use of FirstJets' services will be governed by the Terms and Conditions in force at the time of such use.
- g. Headings are for convenience only and do not affect interpretation.
- h. Mentioning anything after includes, including, for example, specifically or similar expressions, does not limit what else might be included.
- i. The singular includes the plural, and the converse also applies.
- j. A gender includes all genders.
- k. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

## 9 Governing Law and Jurisdiction

These Terms & Conditions shall be governed by and be 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, these Terms & Conditions, including the validity, invalidity, breach, or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Schwyz, Switzerland (with the right to appeal to the Swiss Federal Court), to which FirstJets and the Charterer hereby irrevocably agree to be submitted. The foregoing shall not prevent FirstJets to sue any Charterer before any other competent court.