

## GENERAL TERMS AND CONDITIONS OF SALE AND CARRIAGE

### PURPOSE

The purpose of these General Terms and Conditions of Sale and Carriage (hereinafter "the General Terms and Conditions") is to set out the conditions under which Valljet provides air transport or chartering services (hereinafter "the Services") in accordance with French legislation on public air travel. Unless Valljet has expressly agreed otherwise in writing, the Services are subject as of right to the General Terms and Conditions in effect on the day of confirmation of the flight or, if this day cannot be determined, on the day of performance of the Service, to the exclusion of any other clause or condition. Valljet reserves the right to amend the General Terms and Conditions at any time.

### ORDER

Any natural person or legal entity, whether a travel intermediary (agency or other) or an individual, wishing to benefit from Valljet's Services on its own behalf, if the person is an individual, or on behalf of a third party, if the person is a travel intermediary, (hereinafter "the Customer") must place an order with Valljet. Any order of a Service must be subject to a prior request for a quotation. This request must state at least the following information, without this list being exhaustive: name and contact details of the Customer, required departure date and time, required place of departure and destination, duration of the Service, aircraft downtime, planned number of passengers, type of aircraft required, requests for specific services (e.g. taxi, hotel, special catering, press, etc.) (hereinafter "the Quotation Request"). Any Customer that requires a specific service, in particular in terms of on-board services or time periods, must expressly inform Valljet thereof in the Quotation Request. The Quotation Request must be provided to Valljet:

➤ Either by telephone to the following number: +33 1 74 25 31 75

➤ Or by email to the following address: charter@valljet.com

On receipt of the Quotation Request, Valljet will send the Customer a quotation for performance of the Service. This quotation will set out the items included in the Quotation Request and will state the price of the Service and the VAT (hereinafter "the Quotation"). The terms and conditions of the Quotation remain valid for one month from its date of issue. The carriage or chartering contract, as the case may be, will only take effect when the Quotation is returned dated and signed by the Customer, or one of its duly authorised representatives, and expressly accepted in writing by Valljet (hereinafter "the Order"). It is essential that this document is signed by both parties before the aircraft takes off, particularly in the event of immediate departure.

Any Order implies irrevocable and unconditional acceptance by the Customer of the General Terms and Conditions in effect. Proof of an Order may be provided by any means. Any payment by the Customer constitutes such proof.

The Customer is solely responsible for the characteristics of the Service ordered and its suitability to the needs expressed. No Order may be suspended, modified or cancelled by the Customer without the express, prior and written agreement of Valljet. If Valljet does not agree to the suspension, modification or cancellation of an Order, Valljet may cancel the Service and invoice the price in accordance with Article 3 below, without prejudice to exercising all its rights against the Customer, in particular as regards compensation for any direct or indirect damage.

Any change in the Order may result in a price increase or a postponement of the date of performance of the Services. The Customer expressly acknowledges that the flight time is given for information purposes only and may be changed for operating reasons, without Valljet being held liable in this respect. Valljet will make every effort to comply with the times given.

With the Customer's agreement, Valljet may change the aircraft, provided that the characteristics of the Service are not significantly modified, or, in the event of an incident or unavailability, Valljet may use a subcontractor provided that the latter complies with the rules governing the carriage or chartering contract drawn up with the Customer.

### PRICES

#### Price of Services

Prices are given in euros excluding taxes and are specified in the quotation.

Prices (hereinafter "the Prices"), include the following components, unless otherwise specified in the special terms and conditions:

➤ All operating costs incurred in connection with the Service, whether they apply to the aircraft itself, the flight crew, third-party liability and aircraft insurance and, in particular, fuel and lubricant costs,

➤ Flight crew salaries and allowances,

➤ Aircraft maintenance costs, support costs and various fees or taxes paid in connection with the Service.

All other costs that may be incurred in connection with the Service and not covered by the Price will be borne by the Customer. De-icing costs will be re-invoiced to the Customer according to the rate charged by the airport in question.

The Customer will provide its own transport from the cities of departure and arrival to the airport. Transportation costs on the TARMAC are not included.

Valljet reserves the right to amend the Price of the Service to take account of any increase in the cost of fuel, additional landing fees, extra opening hour extensions fee and additional insurance for high-risk countries.

Special products, in particular specific catering, are subject to a separate quotation and are not included in the Price.

In case any unexpected operational cost (e.g., denied parking for layover, etc.) occur or any additional tax or changes of tax is applicable and published by any airport concerned, Valljet will charge Customer accordingly.

If number of passengers is lower than agreed in the contract no financial compensation will be granted after the flight. On the other hand, Valljet keeps the right to request to the charterer or the Customer an extra cost for every extra passenger on board.

In the event of deterioration of the cabin of the aircraft which will have been made available to the Customer, all the costs corresponding to the cleaning, restoration and/or repair of the said cabin will be re-invoiced to the Customer increased by 10% of these costs to as intervention costs.

In the event that the restoration of the cabin following the damage caused would lead to a postponement or cancellation of the following flight(s) scheduled, all the fees and/or costs and/or loss of earnings related to these postponements or cancellations will be also re-invoiced to the Customer.

#### Penalties if the Services are cancelled

The cancellation of a Service Order, whether by the Customer for any reason whatsoever or by Valljet in the event of force majeure or a breach by the Customer of its obligations making it impossible to perform the Service under the conditions provided for, will give rise to the payment to Valljet of a fixed termination fee of:

➤ In the event of cancellation of an aircraft of less than 19 seats, more than 7 days before the planned date of the Service: 10% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of 19 seats or more, more than 30 days before the planned date of the Service: 20% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of less than 19 seats, between 7 days and 48 hours before the date of the Service: 25% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of 19 seats or more, between 30 days and 72 hours before the date of the Service: 50% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of less than 19 seats, between 48 hours and 24 hours before the date of the Service: 50% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of 19 seats or more, less than 72 hours before the date of the Service: 100% of the sale price including taxes,

➤ In the event of cancellation of an aircraft of less than 19 seats, less than 24 hours before the date of the Service: 100% of the sale price including taxes.

### TERMS OF PAYMENT

After signing the contract and the General Terms and Conditions, the Customer must make the payments below to validate the flight:

- 10% of the total amount within 24 hours after signing the contract
- 25% of the total amount 7 days before the flight
- 100% of the total amount 48 hours before the flight

These regulations trigger the firm and definitive reservation of the aircraft.

As long as Valljet has not received these payments, the plane is not reserved.

No payment may be suspended without the express, prior and written agreement of Valljet. Failure to pay a single invoice or sum due on the due date will result in any other invoice or sum due by the Customer becoming due for payment, irrespective of the amount thereof.

If a cheque, transfer or bill of exchange from the Customer cannot be deposited, cashed or accepted immediately, this constitutes a failure to pay on the due date.

Any failure to pay on the due date entitles Valljet to suspend or terminate all current Orders and to amend the sales conditions agreed.

Any failure to pay on the due date entitles Valljet to apply late payment interest at the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten percentage points.

- no later than 72 hours before the day on which the Service is to be performed, if the aircraft has less than 19 seats,

- no later than 96 hours before the day on which the Service is to be performed, if the aircraft has 19 seats or more.

All payments must be made by cheque or bank transfer on the date stated on the invoice.

Payment charges are borne by the Customer.

Valljet does not grant any discount for early payment.

Any extension of the due date must be expressly agreed in writing by Valljet.

No payment may be suspended without the express, prior and written agreement of Valljet.

Failure to pay a single invoice or sum due on the due date will result in any other invoice or sum due by the Customer becoming due for payment, irrespective of the amount thereof.

If a cheque, transfer or bill of exchange from the Customer cannot be deposited, cashed or accepted immediately, this constitutes a failure to pay on the due date.

Any failure to pay on the due date entitles Valljet to suspend or terminate all current Orders and to amend the sales conditions agreed.

Any failure to pay on the due date entitles Valljet to apply late payment interest at the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten percentage points.

### OBLIGATIONS OF VALLJET

Valljet will provide the Customer making the journey (hereinafter "the Passenger") with the aircraft in good working order, equipped with the official on-board documents and with the flight crew necessary for its operation and commercial use.

Valljet will be responsible for carrying out all administrative formalities relating to the aircraft and its flight crew and required for the performance of the Services.

Valljet cannot be held liable for any scheduling constraints or diversions related to obtaining from the administrative authorities the traffic rights or slots required to perform the Services.

Valljet will be solely responsible for the technical management of the aircraft, which will always be operated exclusively by its flight crew. In accordance with this principle, the Captain may, in particular, on his own initiative and without the Passenger being able to object, carry out the following actions, without this list being exhaustive:

➤ Postpone the departure of the aircraft due to technical or atmospheric conditions,

➤ Decrease the authorised payload in case of adverse weather conditions,

➤ If the safety of the aircraft or the passengers so requires, either make stops, stopovers or necessary repairs en route, or modify the itinerary or cancel the journey. Except in exceptional cases, the flight crew is not authorised to take instructions from the Passenger.

In the case of an international flight or a flight to a coordinated airport, the carriage or chartering contract is concluded under the condition precedent of obtaining the necessary administrative authorisations.

#### On-board service

Standard services are included: coffee, tea, pastries (salty/sweet snacks on ERJ145), daily press (not on ERJ145), drinks, refreshments.

Requests for specific catering are subject to a specific quotation and must be made at least 24 hours before departure.

#### Dangerous goods

The Passenger will not be authorised to entrust dangerous goods for carriage by air in accordance with the IATA standard.

#### Objects prohibited in the cabin

Firearms, weapon parts, weapon ammunition, any sharp or pointed object that may be dangerous to public safety, any tool or blunt object, any detonating and explosive substance of any kind and in any form whatsoever, any flammable substance of any kind, any hazardous chemical substance, gas and gas containers, self-defence equipment, any toy imitating firearms, any potentially dangerous object that may be used to as a weapon.

#### Objects prohibited in the hold

Any explosive, flammable, corrosive, oxidizing, irritating, toxic, radioactive or magnetic item, chlorine, paint and compressed gas (e.g. butane cylinder).

Any weapons transported must be placed in separate luggage from the ammunition.

Ammunition weighing less than 5 kg is accepted on board and must be securely packed by the Passenger.

#### Luggage

The Passenger will be allowed to take luggage (a rigid suitcase in the hold and a soft bag in the cabin) up to a limit of 15 kg per person and of standard dimensions. Any luggage that is bulky or does not comply with the standard dimensions must be stated on the order form.

Valljet reserves the right to refuse entry onto the aircraft of any luggage or object that is unfit for carriage due to its weight, size, configuration, nature or fragility. Valljet reserves the right to inspect the Passenger's luggage.

Valljet will not be liable for luggage that is lost, forgotten or damaged due to the Passenger's omission or negligence.

### Cargo

In the event of cargo being entrusted, the Passenger will be responsible for carrying out any customs formalities relating to the goods carried.

Only the carriage of small parcels that do not require any dismantling of the aircraft seats will be accepted.

### BOARDING CONDITIONS

#### Travel documents

Before boarding the aircraft, the Passenger must be able to present all the appropriate documents enabling him/her to travel in accordance with the Service ordered. The Passenger is solely responsible for the validity of his/her travel documents and for obtaining in advance any visa or administrative authorisation required for travel, entry, departure or transit in a country.

If the Passenger is not in possession of all the valid travel documents required for the performance of the Services, Valljet cannot be held liable for any loss or cost that may result for the Passenger in question.

#### Boarding

The passenger will have to submit to all security checks that are requested by the authorities or their representatives.

#### Delay in boarding

The Passenger must be present for boarding at least 20 minutes (2 hours if flight is operated in ERJ145) before the scheduled departure time unless Valljet notifies the Passenger of a particular time period.

#### Electronic devices

To avoid interference with navigation devices, mobile phones must be switched off for the duration of the flight. Laptop computers, electronic devices and CD and DVD players must be switched off during take-off and landing or at the request of a member of the flight crew.

#### Animals

Pets are allowed in the cabin, provided that Valljet has been notified in advance at the time of the Service request and has formally agreed. Pets must travel in a closed soft bag that allows them to breathe (maximum size 55x40x20 cm). The Passenger who owns the pet must be in possession of all the required documents such as health certificates, vaccination certificates and entry or transit permits.

It is the Passenger's sole responsibility to obtain and produce all the documents required by the authorities of the host or transit country.

Rigid cages and baskets are not accepted in the cabin.

#### Pregnant women

Valljet will allow a pregnant woman to travel as long as she confirms that the journey is not likely to alter her situation. After the 7<sup>th</sup> month of pregnancy, a medical certificate will be requested authorising a pregnant woman to travel by air. In any case, this situation must be reported when requesting the Service.

#### Children

Children must be accompanied by one of their parents.

Children under 2 years old will be allowed to sit on the lap of an adult.

In any case, the carriage of children must be stated in the Quotation Request and accepted in advance by Valljet.

#### Passengers with disabilities

If one or more passengers have disabilities or illnesses which can be affected by the flight or affect the flight, Valljet must be informed in advance and passenger can fly only with medical certification. In any case Valljet is not responsible for any problems which may arise and the Pilot In Command can decide to accept the passenger on board or refuse his boarding.

### FORCE MAJEURE

Valljet reserves the right to suspend or cancel the Services ordered without any compensation in the event of force majeure preventing Valljet, even partially, from fulfilling its obligations. In addition to events presenting the conditions of force majeure as determined by current case law, any lockout, total or partial strike or other labour disputes affecting, in particular, stopover or air traffic control, fire, flood, damage, riot, war, computer breakdown, change in standards or regulations, refusal of transit resulting from the decisions of any public authority, particularly French or international, any mechanical breakdown or damage or extraordinary circumstances pursuant to the European Regulation of 17 February 2005 directly or indirectly affecting Valljet, and generally any event not attributable to Valljet and whatever the cause, constitutes a case of force majeure.

### LIABILITY OF VALLJET

Carriage performed under these General Terms and Conditions is subject to the liability rules laid down in the Montreal Convention of 28 May 1999 (hereinafter "the Montreal Convention") and Regulation (EC) No. 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No. 2027 of 9 October 1997 on air carrier liability in the event of accidents.

Valljet is liable for loss suffered in the event of death or personal injury if the accident causing death or personal injury occurred on board its aircraft or during boarding or disembarking pursuant to Article 17 of the Warsaw Convention of 12 October 1929 ("the Warsaw Convention").

To the extent that the following does not conflict with the other provisions of the General Terms and Conditions and whether or not the Warsaw Convention is applicable:

The liability of Valljet is limited to damage that occurred during air transport,

The liability of Valljet cannot exceed the amount of proven direct damage and Valljet will not be liable in any way for indirect damage or any form of non-compensatory damage.

Valljet may in no way be held liable for any damage resulting from its compliance with any legal or regulatory provisions or from the failure of a Passenger to comply with such provisions.

Valljet is not liable for any illness, injury, disability, including death of a Passenger due to the Passenger's physical condition nor for the deterioration of such condition.

The limitations of liability set out in the General Terms and Conditions apply to Valljet's employees and representatives and the owner of the aircraft used by Valljet. The amount recoverable from the aforementioned persons cannot exceed the amount of Valljet's liability.

If negligence or any other act or omission detrimental to the person claiming compensation or to the person whose rights he/she holds has caused or contributed to the damage, Valljet will be fully or partially exonerated from its liability towards that person, including in the event of death or bodily injury, in accordance with the law in effect.

None of these provisions will be construed as a waiver of the exclusion or limitation of liability of Valljet, the owner whose aircraft is used by Valljet, their agents, employees or representatives in accordance with the Warsaw Convention and applicable law.

#### Provisions applicable to domestic and international flights

Valljet's liability, which is based on Article 17 of the Warsaw Convention, may be set aside if it is proven that:

➤ The death or bodily injury occurred as a result of the Passenger's state of physical or mental health prior to boarding the flight,

➤ The damage was caused in whole or in part by negligence or another act or omission detrimental to the person claiming compensation or to the person whose rights he/she holds, according to Article 20 of the Warsaw Convention for the Unification of Certain Rules relating to international carriage by air signed in Montreal on 28 May 1999,

➤ The damage is not due to negligence or a detrimental act or omission of Valljet, its employees or representatives when the amount of the damage exceeds 100,000 SDR per Passenger in accordance with Article 21 & 2 of the Montreal Convention.

- Damage results solely from negligence or another act or omission of a third party when the amount of damage is less than 100,000 SDR per passenger in accordance with Article 21 & 2 of the Montreal Convention.

The amount of the damage that can be compensated:

- In the event of death or bodily injury of a Passenger, is not subject to any limitation. The amount of the damage that can be compensated will cover compensation for the damage, as determined by amicable agreement, by expert appraisal or by the competent courts.
- Under these provisions, Valljet will only compensate the Passenger beyond the amounts received by the latter under the social security scheme to which he/she is affiliated and only for compensatory damages,
- Valljet reserves all rights of recourse or subrogation against any third party,
- The advance payment made in accordance with Article 5 of Regulation No. 889 of 13 May 2002 and Article 28 of the Montreal Convention does not constitute an admission of liability and these sums may be deducted from the amounts subsequently paid by Valljet as compensation, depending on its liability. This advance is non-refundable unless there is evidence of fault or negligence on the part of the person receiving the advance or unless it is proven that this person was not entitled to this advance.

#### **CONFIDENTIALITY**

Documents of any kind communicated by Valljet always remain its property and must be returned to it on request. They may not be communicated or used without the express, prior written authorisation of Valljet.

#### **PERSONAL DATA**

The Passenger is informed that Valljet may collect and process personal data concerning the Passenger, such as his/her marital status, address, passport number or nationality, on a temporary basis and for the sole purpose of responding to the Passenger's Order and performing the Service.

In accordance with the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 as amended, these data will be processed in a strictly confidential manner and will not be communicated by Valljet, other than upon request by the courts.

In accordance with the provisions of the aforementioned law, the Passenger has a right to access, rectify, object to and delete any personal data concerning him/her; such right may be exercised by contacting Valljet using the details below:

#### **DISPUTES**

Claims as well as any dispute relating to the interpretation or execution of the General Terms and Conditions or the performance of the Services will be governed by French law and will be subject to the jurisdiction of the courts under the Paris Court of Appeal.

#### **FUEL**

The carrier has the right to change the price in the contract if fuel price increases more than 3%. In such case the price for the flight will increase for 1% for each 3% increase of fuel price.

Fuel price base: Index Mundi – rate of the month of the first quotation

<https://www.indexmundi.com/fr/matieres-premieres/?marchandise=carburant-aviation&mois=12&monnaie=eur>

Fuel price is valid in Euro (€), as per ECB exchange rate. USD/EUR exchange rate on the date of the issuing of the proforma invoice will be taken into account.