

**Terms and Conditions of Heron Luftfahrt GmbH & Co. KG**  
**applicable to the aircraft Cessna Citation CJ2+ OE-FMJ and CJ D-IMCJ**  
(Revision 4 November 2019)

### 1. General

- Heron Aviation is a commercial air operator (AOC D-296) based in Lauchringen, Germany (hereinafter referred to as "HERON AVIATION").
- S.A.R.L. MonacoJets Private Flying (hereinafter referred to as "MONACOJETS") is the management/sales agency, piloting and training provisioner for the airplanes Cessna CitationJet D-IMCJ and Cessna Citation CJ2+ OE-FMJ, operated by HERON AVIATION.

The following Terms and Conditions shall be an integral part of any contract between HERON AVIATION and any third party. Any agreements diverging from these Terms and Conditions shall only be valid where confirmed in writing by HERON AVIATION. One party (physical or legal), who books a flight with HERON AVIATION, becomes a "Customer" of HERON AVIATION and is therefore the contractual partner. That party, who is on board of the aircraft operated by HERON AVIATION, becomes a "Passenger". Any and all contractual obligations of HERON AVIATION shall be conditional upon the timely availability of all necessary permissions and official regulations, all necessary crew visa as well as all necessary landing, departure and traffic rights. If for HERON AVIATION it isn't possible to fulfil timely all the listed requirements, HERON AVIATION shall be entitled to withdraw from the respective contract, free of any liability towards the Customer or the Passenger. **The Customer shall be responsible for passing these Terms and Conditions and other notices from HERON AVIATION on to the Passenger(s) completely and promptly.** Should the Customer fail to comply with this requirement, the Customer shall be liable to HERON AVIATION against any and all Passenger claims, HERON AVIATION shall be indemnified.

### 2. Contracts specific to flights operated with the airplanes registered OE-FMJ and D-IMCJ

MONACOJETS may send charter offers on behalf of HERON AVIATION for the aircraft registered OE-FMJ and D-IMCJ. MONACOJETS may send a Flight Briefing (as a booking confirmation) on behalf of HERON AVIATION. All charter offers remain subject to availability of the aircraft until MONACOJETS or HERON AVIATION will have sent a Flight Briefing to the potential Customer. It is the obligation of the Customer to check the briefing for correctness and to notify MONACOJETS or HERON AVIATION immediately about any errors or discrepancies. If the Customer requests changes at a later point in time, MONACOJETS or HERON AVIATION may either accept or reject such changes at its sole discretion.

### 3. Charter flight operations

The operation of the offered and confirmed flights is subject to the necessary traffic rights, the weather conditions, the technical readiness of the aircraft as well as the exclusion of force majeure. In cases where a part or some parts of a flight route need to be cancelled, HERON AVIATION is entitled to charge just all the actual costs incurred for the flown routes to date to the customer's account. If HERON AVIATION is forced by meteorological or other conditions or any other reason to land to another airport than the one agreed in the contract, HERON AVIATION is not obligated to assume any costs for a possible continuation of the Passengers to their original destination. The same shall apply mutatis mutandis to return flights. Any costs incurred to fly to an alternate airport will be charged to the Customer.

### 4. Charter price and terms of payments

The chartering of the aircraft via HERON AVIATION takes place according to the Flight Briefing produced by either MONACOJETS or HERON AVIATION. The charter price does not include additional costs for ground transport services (taxi, limousine etc.), extension of airport opening hours, aircraft de-icing and other extra costs. If HERON AVIATION or MONACOJETS incurs any additional costs, Customer shall pay those to HERON AVIATION or MONACOJETS in addition to the charter price. The offered price is calculated according to the information provided from the Customer. If during the flight operation changes will be made according to a request of the Customer or because of an important requirement, these costs shall be paid by Customer additional to the final price. Unless otherwise agreed, the charter price must be paid before the first (ferry or non-ferry) flight and upon receipt of the invoice/proforma from either HERON AVIATION or MONACOJETS. The full amount billed for the flight(s) shall be either in HERON AVIATION or MONACOJETS bank account at the latest 24 hours before the first (ferry or non-ferry) flight departure. The bank details are specified on the invoice/proforma. The Customer understands and assent, that meeting this deadline is an essential condition for the fulfilment of the relevant contract with either HERON AVIATION or MONACOJETS. In case of any payment default, that occurred the latest with transgression of the due date without reminder, HERON AVIATION or MONACOJETS may charge the Customer with interest on the delayed amount to the amount of the currently valid bank interest rates as well as may assert claims for damage caused by undue delay.

### 5. Liability provisions

The transport of Passengers is subject to the provisions of the Montreal Convention of 1999. The liability of HERON AVIATION and the aircraft commander for death or personal injury of the Passenger as well as loss of or damage to baggage shall be covered pursuant to insurance and actuarial laws. These provisions shall apply mutatis mutandis to the transport of cargo. Cargo shall only be insured up to the limits specified in the Montreal Convention of 1999 for baggage transported. In no case shall HERON AVIATION be liable for indirect or incidental losses as well as for damages, including but not limited to loss of profits, lost business, loss of goodwill and loss of opportunity in any way related to the contract or the provision of services hereunder or the failure of or delay in the services. The Customer hereby waives for himself and on behalf of the Passenger(s) any right to such damages. The passenger or customer is obliged to minimize damages as much as possible and must report all potential high damages. All damages must immediately be reported to HERON AVIATION in writing. Liability for material and financial damages shall be limited to three times the flight price unless the damages were caused by gross negligence or intent. Other damage settlements may be charged to the passenger.

No liability will be assumed for damages not caused by HERON AVIATION.

## 6. Aircraft availability

In the event of unavailability of the offered aircraft, HERON AVIATION shall be entitled to provide an aircraft of its own fleet which shall be at least of the same quality; in the event of unavailability due to force majeure it may also be an aircraft of its own fleet but of lesser quality. If the contract partner objects to a lesser-quality aircraft, HERON AVIATION may provide an aircraft of equal quality through sub-chartering. Expenses incurred thereby, in addition to the offer, will be fully charged to the contract partner who shall receive no additional claims.

## 7. Cancellation and cancellation fees

In case the Customer withdraws from the contract with HERON AVIATION or MONACOJETS, HERON AVIATION shall be entitled to account for the actual costs incurred for possible ferry flights, ground services, crew costs, on-board service and other up-front costs. Furthermore, the Customer shall pay a cancellation fee based as set forth below:

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|---|----------------------------------|
| ▪ Up to 30 days before the 1 <sup>st</sup> scheduled departure:               | no cancellation fee;             |
| ▪ Between 29 days and 15 days before the 1 <sup>st</sup> scheduled departure: | 10% of the total charter price;  |
| ▪ Between 14 days and 7 days before the 1 <sup>st</sup> scheduled departure:  | 20% of the total charter price;  |
| ▪ Between 6 days and 48 hours before the 1 <sup>st</sup> scheduled departure: | 50% of the total charter price;  |
| ▪ Less than 48 hours before the 1 <sup>st</sup> scheduled departure:          | 100% of the total charter price. |

If a ferry flight already has been performed before the receipt of the Customer cancellation, the Customer shall pay a cancellation fee of 100% of the total charter price. Any cancellation by the Customer must be in writing by email. The time of HERON AVIATION's receipt of the written cancellation notice shall govern the applicable charge. In case of passengers' no show or in case the full amount for the flight has not been received in due time as per paragraph 4, 100% of the total charter price is due.

## 8. Special luggage regulations

Every passenger may - if not agreed to otherwise - bring 14 kg of luggage.

For security reasons, no electronic devices (especially radios, mobile phones, etc.) may be used during a flight.

Passengers may not bring the following as luggage:

- Live animals, dogs, cats, birds and other pets, except after prior registration and confirmation by MONACOJETS
- Objects that could be damaged by air travel and/or are insufficiently packaged
- Objects that the pilot deems too heavy or large or whose type makes them unsuitable for transportation
- Objects that could place the aircraft or people and objects aboard the aircraft in danger, especially explosives, compressed gases, oxidizing, radioactive or magnetic substances (except for liquids in the passenger's hand luggage)
- Objects whose transportation is prohibited by the laws, decrees or instructions of a state from, over or to which will be flown

If the passenger carries any kind of weapon on his body or in his luggage, especially firearms or cutting or thrust weapons, sprays for attack or defense, ammunition or substances that may explode, or objects that may seem like weapons, ammunition or substances that may explode due to their shape or labeling, this must be declared to HERON AVIATION or MONACOJETS prior to the trip.

HERON AVIATION will only transport such objects if they conform to the law for the carriage of dangerous goods. However, these provisions do not apply to police officers who are required to carry weapons to perform their duty. They must deliver their weapon to the pilot prior to takeoff.

## 9. On board service

Snacks and cold beverages are available on each flight. An additional standard catering composed of either fruits, cold meat, sliced fish, salad, sandwiches etc. is offered on flights of 40 minutes and more. On customer requests, premium catering can be provided upon an additional fee. Due to safety reasons, no service is provided on flights shorter than 40 minutes.

## 10. Aircraft commander

The aircraft commander may take any required security measures at any time. He has full decision-making power about changes to offered load or seat capacities, and can make decisions regarding passengers, goods and the loading, distribution and unloading of freight and luggage. The commander will make all required decisions about if and how the flight will be conducted, deviations from the flight path and about where the flight will land.

## 11. Privacy policy

The contract partner agrees to provide his personal data to HERON AVIATION for the following purposes: Contract preparation, planning and execution of agreed flights, performance of additional services, development and offering of other services related to a transportation order (e.g., handling, limousine service, etc.), handling of entry procedures and transmission of such data to the responsible authorities of the trip. The contract partner authorizes HERON AVIATION to process, use and provide this data exclusively HERON AVIATION, authorities, other airlines or other providers of previously-stated services for these purposes.

## 12. Place of performance

If the Customer is a merchant who has been entered as such in the commercial register or in other permitted cases and for all disputes arising out of the contractual relationship the court of jurisdiction will be that in Freiburg in Breisgau. The contract shall only be subject to German law.