



ALBINATI AERONAUTICS

NOTICE TO THE PASSENGER AND CONDITIONS OF CARRIAGE



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Notice to the passenger

(According to Montreal Convention, Art. 3, IV, and EC-Regulation No. 2027/97, as modified by EC-Reg. No. 889/2002, Art. 6, II)

The Montreal Convention or the Warsaw Convention system, as well as the EC Regulation No. 2027/97, may be applicable to the passenger's journey and these instruments govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

Limits of liability

Where the Montreal Convention or the EC-Regulation No. 2027/97 applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury.
2. In respect of destruction, loss of, damage or delay to baggage, 1,131 Special Drawing Rights* per passenger in most cases.
3. For damage occasioned by delay to the journey, 4,694 Special Drawing Rights* per passenger in most cases.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights* in respect of death, bodily injury or delay to the passenger's journey if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights if only the Warsaw Convention applies.
2. 17 Special Drawing Rights* per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights* for unchecked baggage.

Regardless of which Convention applies to the journey, the passenger may benefit from a higher limit of liability for loss of, damage or delay to 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 before he/she travels.

* "Special Drawing Rights" ("SDR") are used as a unit of account by the International Monetary Fund and several other international organizations. The exchange rate of the SDR into national currencies and Euro can be found on the following website: http://www.imf.org/external/np/fin/data/rms_five.aspx



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Summary of the provisions on air carrier liability for passengers and their baggage

This information notice summarizes 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 passenger's 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 113 100 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 4 694 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 1 131 SDRs*.

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1 131 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.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

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Conditions of Carriage

Article 1: Definitions

For the purpose of these Conditions of carriage, the following terms shall have the following meanings:

“*Baggage*” which is equivalent to luggage, shall mean such articles, effects, and other personal property of a Passenger as are 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.

“*Carrier*” shall mean Albinati Aeronautics SA.

“*Client*” shall mean the legal entity or individual having booked the flight described in the Flight Confirmation either for his own account as Passenger, or for the account of third Passenger(s).

“*EC Regulation*” shall mean the Regulation (EC) N° 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) N° 2027/97 on air carrier liability in the event of accidents, published on 30 May 2002 JOCE N° L140/2.

“*Flight Confirmation*” shall mean the confirmation (including the passenger ticket) of the flight to be operated by the Carrier, as may be issued from time to time by the Carrier.

“*Passenger*” shall mean any person except members of the crew carried or to be carried in an aircraft operated by and with the consent of the Carrier

“*Montreal Convention*” shall mean the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 May 1999 and published on July 2001, JOCE N° L194/39.

“*Price*” shall mean the price specified in the Flight Confirmation.

“*Special Drawing Rights*” or “*SDR*” shall mean the unit of account as defined by the International Monetary Fund.

“*Warsaw Convention*” means the Convention for the Unification of Certain Rules relating to International Carriage by Air of October 12, 1929, as amended.

Article 2: Scope of Application

These Conditions of Carriage apply to the carriage agreement between the Carrier and the Passenger and/or the Client (as applicable) regarding the flight to be performed from the point of departure until destination as stated in the Flight Confirmation.

Article 3: Carrier's Services and Limitations

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

The pilot in command of the aircraft will be in complete charge and control of the aircraft at all times. If, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate a flight or cancel it.

The Carrier will refuse carriage or onward carriage, or will cancel the reservation of any passenger when:

- (1) such action is necessary for reasons of safety; or
- (2) such action is necessary to prevent violation of any applicable laws, regulations, or order of any state or country to be flown from, into or over; or
- (3) the conduct, age or mental or physical state of the passenger is such as to
 - require special assistance of the carrier
 - cause discomfort or make himself objectionable to other passengers; or
 - involve any hazard or risk to himself or to other persons or to property.

Article 4: Passenger's Obligations

The Passenger shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over (e.g. immigration, customs, agriculture, etc.) and with the Carrier's rules and



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instructions pertaining hereto. The Carrier bears no liability for the consequence 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 for any additional cost (surcharges, fees, fines, penalty, etc.) resulting from such non-compliance by the Passenger.

If required, the Passenger shall attend inspection of his baggage checked or unchecked by customs or other government officials. The Carrier is not liable to the Passenger or the Client for any loss or damage suffered by the Passenger through failure to comply with this requirement.

Passengers and Persons with Reduced Mobility (PRMs)

The acceptance for transportation of sick, disabled and handicapped passengers is restricted in the interest of their own safety and that of other passengers. A person with reduced mobility (PRM) is understood to mean a person whose mobility is reduced due to physical incapacity (sensory or locomotive), an intellectual deficiency, age, illness or any other cause of disability when using transport, and whose situation requires special attention. The company therefore, is entitled to insist upon the production of a written report on fitness for travel, issued by a medical doctor or medical official at the airport. No transportation, under any circumstances, will be provided to a person who:

- a) Has a contagious/infectious disease, e.g. open tuberculosis, infectious hepatitis, scarlet fever, diphtheria, chickenpox etc.
- b) Has suffered a heart attack or stroke within the last eight weeks.
- c) Requires medical treatment by pneumatically or electrically operated apparatus, which, for specific reasons, is not allowed to be used on board.

Before accepting such passengers for transportation, the company shall have ascertained the availability, from departure to arrival, of staff trained and qualified to meet their needs and of the appropriate medical equipment. Normally, a family member or other escort such as a doctor/ nurse shall accompany passengers on stretchers. The number of handicapped passengers should not exceed the number of able-bodied persons capable of assisting with an emergency evacuation.

Article 5: Baggage

The Passenger shall not include in his Baggage:

- (1) Articles which do not constitute Baggage as defined in Article 1 hereof.
- (2) Articles which are likely to endanger the aircraft or persons or property on board the aircraft, including (but without limitation) explosives, compressed gases, corrosives, oxidising, radioactive or magnetized materials that are easily ignited poisonous offensive or irritating substances and liquids of any kind (other than liquid in the Passenger unchecked baggage for his use in the course of the journey).
- (3) Articles the carriage of which is prohibited by the applicable laws, regulations or orders of any states to be flown from, to or over.
- (4) Articles which, in the opinion of the Carrier, are unsuitable for carriage, by reason of their weight, size or character.

If the Passenger is in possession of, or if his Baggage includes:

- (1) weapons of any kinds, in particular side arms and sprays use for offensive or defensive purposes,
- (2) munitions and explosives,
- (3) articles which, judging by their outward appearance or makings, appear to be weapons, munitions or explosives, he shall present them to carrier for inspection, prior to commencement of carriage,

the Carrier shall accept such articles for carriage only if there are carried as cargo or checked Baggage in accordance with the regulations governing carriage of dangerous goods.

The Carrier may request the Passenger to permit a search to be made on his person and his Baggage and may search the Passenger's Baggage in his absence if the Passenger is not available for such permission to be sought for the purpose of determining whether he is in possession of or whether his Baggage contains any articles described in paragraph 1 of this article. If the Passenger is unwilling to comply with such request, the Carrier may refuse to carry the Passenger or his Baggage and in that event the Carrier shall be under no liability to the Passenger or the Client, except to refund to him in accordance with the Article 7 of these Conditions of Carriage.



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Article 6: Price

Unless otherwise specified in the Flight Confirmation, the Client shall pay the Price to the Carrier before the initiation of the flight.

In case of late payment, a late interest shall accrue on the Price amount at the rate of 10% p.a.

Article 7: Force Majeure

In case of delay in the performance, cancellation or termination of the flight described in the Flight Confirmation due in whole or in part to any act of God, act of nature, weather conditions, acts of civil or military authority, strike or labor dispute, mechanical failure, lack of essential supplies or parts or for any other cause beyond the control of the Carrier, or in case the pilot in command decides to terminate or cancel the flight described in the Flight Confirmation for safety reasons, nor the Carrier neither any of its employees or agents shall be deemed to be in breach of their obligations or bear any liability towards the Client and/or the Passenger *provided, however*, that if a flight is canceled or terminated prior to completion, due in whole or in part to any such cause, the Carrier shall refund to Client all payments previously received with respect to such flight, other than the costs attributable to the flight theretofore performed and to such flight as may be necessary to return the Passenger to his original airport of departure, for which the Carrier shall have the right to charge the Client.

If the flight described in the Flight Confirmation is canceled or terminated prior to completion and the Carrier provides another aircraft to complete it, the Client shall pay the Carrier any additional costs incurred over and above the original Price to provide the replacement aircraft.

Article 8: Liability and Insurance

Any liability of the Carrier and of its employees and agents for any damage arising out of or in connection with the Carrier's services hereunder is excluded (including delays), subject to any compulsory provision to the contrary of any applicable national or international law, in particular of the Montreal or Warsaw Convention, and of the EC Regulation. Specific notices regarding the liability of the Carrier according to these instruments are included above these Conditions (EU-Notice requirement). In any case, the Carrier is not liable for indirect damage or consequential loss.

The Carrier is covered by insurance for its legal liability. In case the Passenger or its legal successor obtain payments from a passenger accident insurance which the Carrier may have concluded in favor of the Passenger or its legal successors, the Carrier may credit such payments against a claim for damages by the Passenger or its legal successors.

Article 9: Personal Data

Authorities of certain countries may require that the Carrier transfers to them specific travel data related to the Passenger's journey for security and immigration purposes. The Carrier is authorized to transfer to these authorities so-called passenger name record (PNR) data, such as Passenger's name, date of birth, home address, contact phone numbers, information on travel partner, date of reservation, ticket issuance, payment information and travel itinerary, information concerning baggage, changes to the PNR etc. Data could be transferred to countries where the data protection is not equivalent to that provided in the home country of the Passenger.

Article 10: Applicable Law and Jurisdiction

The carriage agreement between the Carrier and the Passenger and/or the Client (as applicable) shall be subject to the laws of Switzerland. Any dispute arising out of or in connection with it shall be submitted to the jurisdiction of the competent courts of Geneva, Switzerland. Any compulsory provision to the contrary of any applicable national or international law is reserved.