

## GENERAL TERMS AND CONDITIONS, HELI-LAUSANNE SA

### Preamble

Heli-Lausanne SA (referred to below as Heli-Lausanne) is a limited company having its registered office in Lausanne (CH).

By booking a flight with Heli-Lausanne, the passenger or the party ordering a cargo flight (referred to below as the Client), accepts the French General Terms and Conditions (GTC) and the following ones. The provisions regarding transportation stipulated by national and international aviation law shall be subsidiary applicable.

### I. GENERAL PROVISIONS

#### 1. Conclusion of contract

By booking a helicopter flight, the passenger has concluded a written / oral contract with Heli-Lausanne. The helicopter is reserved when all the amount of the flight is paid or when the client has confirmed by e-mail the acceptance of the offer and the conditions. Heli-Lausanne confirms the booking if possible in writing, e-mail or orally. These General Terms and Conditions are an integral part of that contract.

### II. TRANSPORT OF PERSONS

#### 9. Delays, Cancellations, programme changes by Heli-Lausanne

9.2 If Heli-Lausanne cancels the flight even if the passenger is not responsible, Heli-Lausanne refunds the price of the flight. In case of pleasure flights or flights paid by a voucher, the flight is postponed to a later time. All other claims of the passenger are excluded.

#### 10. Delays, Cancellations, programme changes by the Client

10.1 Should departure be delayed because the Client is not ready to board at the agreed time, Heli-Lausanne, according to the availability, may cancel the flight after a waiting time of one hour. In this case, the Client shall have no claim to any refund of the price for the flight or the agreed price of transportation shall be due if it is not already paid.

10.2 In case of cancellation by the Client for a confirmed and booked flight, Heli-Lausanne is allowed to charge 30% of the service if that amount has not been charged and the Client has to pay it off.

### III. Applicable law and place of jurisdiction

#### 20. Applicable law

20.1 All transport contracts concluded with Heli-Lausanne, including international contracts, are subjected to Swiss law.

20.2 The transport of cargo by Heli-Lausanne shall be subject to Swiss law, excluding any provisions referring to foreign law.

20.3 The legally binding version of these GTC is the French version. If versions in other languages contain contradictions, misunderstandings or errors due to the translation, the French version shall be valid in case of doubt.

#### 21. The place of jurisdiction shall be Lausanne.