

General Terms & Conditions

1 Definitions and Application

1.1 "Transwing" refers to Transwing GmbH, Schottengasse 4, A-1010 Wien.

1.2 "Customer" refers to the contracting party of Transwing.

1.3 "Charter Agreement" refers to the agreement that forms the legal basis for a flight between Transwing and the Customer.

1.4 "Charter Price" refers to the total price stated in the Charter Agreement. It includes the flight costs, standard catering, and all obligations of Transwing as outlined in Article 2.

1.5 "Flight Costs" refers to the price calculated for the time from the departure of the aircraft from its parking position at the departure airport until it comes to a stop at its parking position at the destination airport.

1.6 "GTC" refers to the following General Terms and Conditions of Transwing.

1.7 The GTC apply to all transportation of passengers and/or baggage or cargo. General terms and conditions of the Customer or any other differing regulations are invalid unless they have been agreed upon in writing between Transwing and the Customer.

1.8 Deviations from the GTC and/or any amendments are only valid if confirmed in writing by Transwing. Oral side agreements are invalid. A waiver of the written form requires the written form.

2 Rights and Obligations of Transwing

2.1 Transwing is committed to providing an aircraft that complies with legal regulations and a qualified and authorized crew for the operation of the flight.

2.2 Transwing is responsible for issuing and/or obtaining all documents and permits required for the flight, excluding personal entry and exit documents of the passengers.

2.3 Transwing provides a standard selection of drinks and VIP catering on all flights. Individual requests will be offered on board for an additional fee. Depending on the technical equipment of the aircraft, such as an oven, cold or hot meals may be offered. The service is based on flight duration and catering infrastructure on the ground.

2.4 For all passengers and/or any luggage and/or cargo to be transported, Transwing will issue a main ticket, which will be handed to the respective crew before departure.

2.5 Transwing is entitled to have flights operated by other authorized airlines, provided the standard of the aircraft used is comparable.

2.6 Transwing will only transport passengers who present complete and valid travel documents. Transwing reserves the right to refuse transportation if the entry requirements of the destination country are not met or if necessary documents are missing.

2.7 Transwing may refuse or terminate the transportation of a passenger and/or their luggage, particularly if:

- 2.7.1 If the aircraft, other passengers, or items on board are endangered.
- 2.7.2 If the crew is obstructed in the performance of their duties.
- 2.7.3 If the instructions of the crew, particularly regarding smoking or alcohol consumption, are not followed.

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- 2.7.4 If the transportation violates applicable laws, regulations, or requirements of the departure, destination, or transit country.
- 2.7.5 If the passenger refuses to allow themselves or their luggage to be checked for security reasons.
- 2.7.6 If the passenger is unable to present valid travel documents or refuses to do so.
- 2.7.7 If the charter price, taxes, fees, or additional costs according to Article 7 have not been paid.
- 2.7.8 If the passenger is carrying prohibited items in their luggage.
- 2.7.9 If the passenger is aggressive or appears heavily intoxicated.

2.8 The captain is entitled to refuse transportation, delay, or abort the flight for safety reasons, such as in the case of adverse weather conditions or other external factors ("Force Majeure"). Transwing accepts no liability for any resulting damages to the customer. The customer will be promptly informed by the captain or an authorized representative of Transwing.

2.9 Transwing is entitled to withdraw from the contract if necessary third-party approvals are not granted despite proper application.

3. Rights and Obligations of the Customer

3.1 The customer is obligated to inform all passengers of these GTC and ensure that the safety regulations contained therein are adhered to.

3.2 The customer must provide Transwing with all necessary information for the operation of the flight in a timely manner, including passenger lists and other details regarding passengers, luggage, or cargo. This information must be submitted no later than 48 hours before the scheduled departure, unless otherwise agreed in the charter agreement.

3.3 The customer is responsible for the accuracy and completeness of the provided data (3.2) and for any damages resulting from incorrect or incomplete information.

3.4 The customer must ensure that all passengers have the required travel documents before the flight begins.

3.5 The customer is responsible for ensuring that all passengers and/or cargo shippers comply with passport and customs regulations, health requirements, and all other relevant laws and regulations of the countries where layovers/landings are planned.

3.6 Costs and fines resulting from non-compliance with these regulations shall be borne by the customer; Transwing shall be indemnified in this regard.

3.7 All passengers on board the aircraft must comply with the instructions of the crew.

3.8 Passengers must arrive at the airport on time, but no later than 15 minutes before the scheduled departure, to ensure the timely departure and/or use of a reserved slot.

3.9 The customer must ensure that no dangerous or prohibited luggage is taken on board.

4. Luggage and Cargo

4.1 To ensure that all luggage can be transported on the Citation M2 (for Subcharters, other limitations may apply), the following limit applies per person:

- Length: 800 mm / Width: 500 mm / Height: 300 mm
- Maximum weight: 22 kg per piece

- 4.2 Transwing may further reduce this limit for safety reasons or due to legal requirements, such as depending on the number of passengers or flight conditions.
- 4.3 In addition to the luggage mentioned in 4.1, carry-on luggage may be brought on board, provided it can be securely stowed and does not pose a danger.
- 4.4 The transport of larger or heavier luggage must be separately agreed upon in the charter agreement.
- 4.5 The loading and unloading of cargo is done at the customer's risk and expense. The customer is obliged to provide the necessary fastening materials.
- 4.6 Transwing is entitled to use the part of the payload not utilized by the customer for its own purposes.
- 4.7 The transport of animals must be separately agreed upon in the charter agreement.
- 4.8 The transport of hazardous goods is prohibited on all flights of Transwing.
- 4.9 The customer and all passengers of the aircraft may not carry the following items:
- 4.9.1 Items that could endanger the aircraft, onboard equipment, or people. This includes, in particular, explosives, compressed gases, oxidizing, radioactive, corrosive, or magnetizing materials, highly flammable substances, toxic or aggressive materials, as well as all types of liquids, i.e., all items or substances classified as hazardous goods according to the regulations of the dangerous goods regulations.
 - 4.9.2 Items that are not suitable for transport due to their weight, size, or nature.
 - 4.9.3 All types of weapons, especially firearms, cutting or stabbing weapons, as well as containers under gas pressure that could be used for attack or defense purposes.
- 4.10 Electronic devices must be turned off or, if available, switched to flight mode before takeoff and landing.

5. Non-Performance or Delays

- 5.1 The departure and arrival times specified in the charter agreement are approximate. Transwing does not guarantee adherence to these times and reserves the right to deviate from the agreed times if necessary due to circumstances beyond Transwing's control or for safety reasons, such as due to a slot or technical issues.
- 5.2 In the event of delays for which Transwing is responsible, Transwing is entitled to use other means of transport for the transport of passengers, luggage, and/or cargo at its own expense or provide accommodation until the flight can be carried out.
- 5.3 If the scheduled departure is delayed by more than 30 minutes due to the late arrival of passengers and/or missing or incomplete travel documents, the customer is obliged to bear all additional costs incurred. In the event of delays of more than 60 minutes, Transwing is also entitled to cancel the flight and charge cancellation fees in accordance with Article 7.6. If the customer reports a delay at least 30 minutes before the scheduled departure and the subsequent flight schedule permits, no fees will be charged for the delay, except for external costs (e.g., additional HOTAC, parking fees), which will be billed based on actual costs.
- 5.4 Transwing will make every effort to accommodate any destination changes requested by the customer, even at short notice. However, there is no entitlement to such changes.
- 5.5 If the destination airport cannot be reached due to weather conditions or other reasons beyond Transwing's control ("Force Majeure"), the contract will be considered fulfilled. If a landing occurs at an alternate airport, delays due to such events will have no impact on the fulfillment of the contract and will not result in any liability for Transwing.

5.6 Even if the departure airport cannot be reached for the same reasons, the contract will be considered fulfilled if a departure from the alternate airport takes place and the passengers are transported to the destination airport. Delays in this case will also have no impact on the fulfillment of the contract and will not result in any liability for Transwing.

5.7 Regardless of points 5.5 and 5.6, as well as Article 6, Transwing shall not be liable for non-performance or delays caused by circumstances outside of Transwing's reasonable control, including but not limited to: actions by third parties, labor difficulties, force majeure (including adverse weather conditions), or technical defects on the aircraft. Transwing will make every effort to carry out or resume the flight schedule but shall not be liable for any resulting delays or non-performance. Furthermore, the customer will be responsible for the part of the flight schedule that has already been carried out, as well as for any associated expenses, including additional fees for passengers and amounts due from the customer under this contract.

6. Liability

6.1 Transwing is only liable for damages that occur during transportation.

6.2 Transwing has statutory passenger liability insurance with a guaranteed sum of SDR 250,000.00 per passenger, as well as insurance for luggage damage up to SDR 1,131.00 per passenger. In the event of Transwing's fault, compensation will be paid up to this amount.

6.3 Transwing is particularly not liable for:

- 6.3.1 damage caused by third parties
- 6.3.2 Damages, costs, and expenses incurred by the customer due to non-performance by Transwing, unless they were caused by gross negligence or intentional misconduct.
- 6.3.3 Indirect and consequential damages of any kind.
- 6.4 Transwing's liability is governed by the Montreal Convention of May 28, 1999, as well as the relevant EU regulations.

6.5 Transwing shall not be liable for damages (especially loss of income or profits, as well as other financial losses) resulting from delays or non-performance due to force majeure, adverse weather conditions, or instructions, provisions, or regulations of third parties that made the flight impossible for safety reasons.

6.6 Transwing shall not be liable for damages (especially loss of income or profits, as well as other financial losses) resulting from delays in the transportation of passengers, luggage, or cargo, or from the necessary rerouting to alternative airports, unless these damages were caused by Transwing's gross negligence or intentional misconduct.

6.7 The customer is liable for fulfilling the contract, even if acting as a representative.

6.8 The customer is obliged to inform Transwing immediately of any injuries to passengers or damage to luggage that occurred during transport by Transwing, but no later than immediately after the completion of the transport. If this reporting obligation is not met, Transwing shall not be liable.

7. Payment and Cancellation

7.1 Unless otherwise agreed in the charter contract, the charter price shall be paid within 14 days of the conclusion of the contract, but in any case, prior to the commencement of the flight. All flight-related costs and fees not included in the charter price must be settled within two weeks after invoicing by Transwing.

7.2 If the customer has not paid the full charter price before the commencement of the flight, Transwing is entitled to withdraw from the contract and charge a cancellation fee in accordance with the provisions specified below.

7.3 The charter price does not include:

- 7.3.1 Call and data charges incurred from using the available onboard infrastructure;
- 7.3.2 Costs for passenger transportation to and from the airport, as well as parking fees for the customer's vehicle, unless expressly agreed in the charter contract;
- 7.3.3 Costs for any de-icing of the aircraft required for operational reasons;
- 7.3.4 Costs for obtaining personal entry and exit permits for passengers;
- 7.3.5 Individual catering requests, unless expressly agreed in the charter contract;

7.4 Changes to the costs included in the charter price, which arise after the conclusion of the contract and before the flight due to circumstances outside of Transwing's control (in particular, increases in government fees or other expenses, fuel price increases of more than 5%), entitle Transwing to pass these additional costs on to the customer.

7.5 The charter price is based on the estimated flight time according to general principles of flight planning. However, it is agreed as a fixed price, meaning that the price for the customer will not increase even in the event of longer flight times due to external influences.

7.6 In case of flight cancellations by the customer, the following cancellation fees apply:

- Up to 10 days before departure: 10% of the agreed charter price
- 9 to 7 days before departure: 20% of the agreed charter price
- • 6 to 3 days before departure: 50% of the agreed charter price
- • 2 to 1 day(s) before departure: 80% of the agreed charter price
- • Less than 24 hours before departure: 100% of the agreed charter price

7.7 A cancellation of the charter contract must be made in written in order to be valid.

7.8 All payments under the charter contract must be made without any deduction, offsetting, counterclaim, discount, rebate, or withholding.

7.9 In case of payment delay by the customer, the customer is obliged to pay interest on arrears at a rate of 5% above the base interest rate of the Swiss National Bank.

7.10 If the contract is concluded shortly before the flight, Transwing may require the customer to secure the payment with a credit card reservation. The reservation will cover the agreed amount plus a 5% credit card fee, which will be released upon receipt of payment.

7.11 If the time between signing the contract and the departure is too short to transfer the funds to Transwing's account before the flight, Transwing may offer the customer to secure the flight with a credit card reservation. Transwing accepts Mastercard, VISA, and Amex. The reservation amount will correspond to the agreed amount in the charter contract plus a 5% credit card fee. Transwing will release the entire reserved amount immediately after receiving payment from the customer.

7.12 Credit card payments are accepted. An additional credit card fee of 5% of the agreed charter price will be charged.

8. Privacy Policy

8.1 The customer agrees that their personal data may be used by Transwing for the booking of flights, ticket issuance, onboard services, payment processing, security and immigration purposes, administrative tasks, statistical surveys, customer relations, and marketing purposes. The customer may revoke this consent at any time in writing.

9. Final Provisions

9.1 For disputes related to this contract, the Austrian court of jurisdiction is agreed. Austrian law applies, unless international regulations conflict.

9.3 If any provision is or becomes invalid, the remaining provisions remain unaffected.