



## General Terms and Conditions of Business

The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in writing by Moonlight Air. Our aircraft are operated by Moonlight Air. Should other operators aircraft be used as sub-charter, the Terms and Conditions of Transport of these operators apply together with the regulations of the country they are based in as well as the Warsaw Agreement.

### 1. **General**

All offers are without engagement, depend on availability and are subject to all traffic rights.

### 2. **Terms and Conditions of Transport**

The subject of this contractual agreement is the transport of passengers and/or goods from point of departure to destination as stated in the Moonlight Air offer. The charterer or its passengers do not have any further rights, especially direct or indirect influence on personnel and the aircraft. The charterer agrees that he rented the complete aircraft with crew for his own or company use.

Moonlight Air takes absolutely no responsibility with regards to visa requirements of its passengers. Should there be any levy due to the lack of required entry documents of passengers the customer will be invoiced for such costs.

### 3. **Limited Liability**

The transport of passengers is regulated by the Warsaw Agreement. The operator's liability for death or injuries of the passengers as well as loss or damage of the luggage is limited accordingly.

### 5. **Availability**

Moonlight Air reserves the right to provide at any time the charterer with another similar (as far as possible) aircraft at the same cost should the offered/booked aircraft be unavailable. If no aircraft can be found Moonlight Air reserves the right to cancel the order without any compensation to the charterer.

### 6. **Brokerage**

Moonlight Air fly by order of a third party, the broker as well as the charterer are liable for the payment of the flight. Moonlight Air offers to brokers are net and do not include any commission. Prices are subject to industry and related fuel price and currency fluctuation.

### 7. **Cancellation Fees**

No cancellation fees will be charged as long as the booked flight is cancelled latest 30 days prior departure.

up to 14 days prior departure 10% of the ticket price

13-8 days prior departure 25% of the ticket price

7-4 days prior departure 50% of the ticket price

3-1 days prior departure 75% of the ticket price

Less than 24 hours prior departure or no show 100% of the ticket price

A change of above cancellation terms may apply in case of sub-charter contracts.

### 8. **Terms of Payment**

Flights shall be performed against advanced payment only.

100% of the flight cost (as offered) have to be transferred latest 7 days prior departure.

Payments for flights booked within 7 days have to be transferred within 24 hours.

In some cases, 10% pre-payment may apply immediately after booking.

### 9. **Severability**

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

### 10. **Applicable Law**

These terms are governed by and construed in accordance with the laws of Switzerland, and are performable in the Kanton of Zug / Switzerland.

.....  
Date / Place

.....  
Firm's Stamp / Signature