

# Air Zero G General Terms and Conditions of Flight

These terms and conditions of flight apply to services offered under the Air Zero G brand by Novespace and Avico (the Operator).

## **Article 1. APPLICABLE LAW AND PROVISIONS**

1. Air Zero G flights are carried out in accordance with these terms and conditions and are governed by the French Decree of February 8<sup>th</sup>, 2012 relating to the conditions of use of civil aircraft in general aviation and particularly by the provisions relating to thrill flight experiences, according to the definition set out in Article 1 of the Decree :

*Thrill flight experiences: Flights, for which the departure and destination points are the same, set out by agreement, in order to create thrills for Passengers by aerobatic manoeuvres. It does not constitute an activity of public air transport as set out in Chapter II of Title I of Book IV of the French Code of Transport.*

2. The flight carried out under this contract and all other services rendered by Novespace are governed by :
  - Applicable laws (including national laws ratifying international conventions), resolutions, instructions and government regulations ;
  - The terms and conditions of these General Terms and Conditions of Flight and General Terms of Business;
  - The terms and conditions contained in the documentation for Passengers, sent and /or consulted on [www.airZeroG.com](http://www.airZeroG.com), with priority given to these General Terms and Conditions of Flight in the event of discrepancy.

## **Article 2. LIABILITY**

1. Passengers are advised that the weightless discovery flight is part of the category of thrill flight experiences, as defined in Chapter 1 of the Decree of 24 July 1991 concerning the conditions for the use of civil aircraft in general aviation. It is not an activity of public air transport as set out in Chapter II of Title I of Book IV of the Code of Transport.

The aeroplane has a temporary permit issued by the DGAC (French Civil Aviation Authorities), different from the standard Certificate of Airworthiness (CofA) assigned to public transport aeroplanes. The Passenger agrees that the flight meets the specific regulations for thrill flight experiences and not the safety standards established for public air transport. Novespace has carried out safety studies, and has entrusted the maintenance of the aircraft and its operation to a recognised organisation (Sabena Technics). However, the Passenger recognises that the A310 ZERO-G does not follow the certification process of public transport passenger aircraft and that there are additional risks related to the difficulty of controlling their movements during periods of weightlessness.

Participating in a flight of this nature may cause the cancellation of loan guarantees or insurance policies taken in a personal or professional context (property, life insurance, disability etc). Passengers acknowledge the recommendation made to them to ensure that their insurance contracts do not contain clauses making them obsolete in the event of participation in a flight on board an aircraft with no CofA. Passengers state that they have understood that in the case where such provisions exist, they will not benefit from this insurance.

Passengers acknowledge that Novespace has put in place an individual insurance for them against accidents occurring during the flight, with a maximum allowance of 300,000 euros per passenger. Passengers acknowledge the fact that the compensation that Novespace, Avico and their insurances may owe them shall under no circumstances exceed the sum of 300,000 euros. Passengers are aware of the possibility to take out additional personal insurance, which can increase the maximum compensation up to the amount of 350,000 euros, for a premium payable by them. Passengers state that Novespace has informed them of the steps necessary in order to take out additional insurance at their own expense.

Passengers agree to respect the flight regulations and in all cases obey the orders of the crew members.

The Passenger authorises Novespace to photograph and/or film within its premises and on board the plane, and to use their image for all purposes of promotion and communication. Passengers will not be allowed to use the images taken in the Novespace premises or the aircraft for the purpose of advertising.

2. Subject to the provisions listed above:

### a) General

Exclusions or limitations of liability contained in these terms and conditions are specified for Avico and Novespace and their agents, employees or representatives acting within the scope of their duties. They are also for any person whose aircraft is used by Novespace for the execution of the flights as well as the agents and representatives employed by such person, acting within the scope of their duties.

Avico and Novespace do not assume responsibility for any damage resulting directly and solely from their observation of the laws, decisions, instructions or government regulations or from the Passenger's failure to comply with these, or from any event beyond the control of Novespace or Avico;

Avico and Novespace shall not be responsible for any consequential damages under any circumstances.

b) Force Majeure :

Without prejudice to the application of previous provisions, Novespace and Avico will not be held responsible in the event that either could not perform their obligations or could only execute them partially due to a decision of the aviation authorities or a case of force majeure. Cases considered to be force majeure are all cases beyond the control of the parties expressly preventing the normal execution of these Terms and Conditions due to problems such as, and not limited to:

- Accident occurring on the aeroplane or on any part whatsoever of the aeroplane or any technical difficulties on departure;
- difficulty or impossibility of aircraft fuelling or necessary product in order to complete the flight;
- total or partial strikes, internal or external, be it by the employees of Novespace or any others on which Novespace depends for the execution of the contract;
- adverse weather conditions;
- illness of crew members;
- in general, all acts of war, riots, civil disturbances, earthquakes, floods, water damage, tsunamis, epidemics, acts of government, governmental or legal restrictions, blocking of transport means or supply, prohibitions on landing, flights and fly overs, chartering or requisition of the aircraft by all public authorities etc;

- c) The liability of the Operator shall not exceed the amount of the proven direct damages and the Operator shall not, under any circumstances, be responsible for any consequential damages or non-compensatory damages of any form.
- d) The Operator shall in no way be held liable for damages arising from the compliance by the Operator of any legal or regulatory provisions (laws, regulations, decisions, requirements and provisions) or non-compliance of these provisions by the Passenger.
- e) The Operator is not responsible for any illness, injury or disability, including death of a Passenger, due to the physical condition of the Passenger, nor any aggravation of that condition.
- f) These General Terms and Conditions of Flight and all exclusions and limitations of liability contained therein apply to the Operator, its employees, agents, representatives and the owner of the aircraft used by the Operator as well as the agents, employees and representatives of the owner. The total amount recoverable from the aforementioned persons shall not exceed the amount of the liability of the Operator.
- g) If the negligence or other wrongful act or omission of the person claiming compensation, or the person holding these rights caused or contributed to the Damage, the Operator shall be wholly or partly exonerated from their liability to that person, including death or injury, according to the law in force.

### **Article 3. FLIGHT DELAY OR CANCELLATION**

The flight schedules are approximate and are not guaranteed. Novespace shall have the right to change the schedule if it is deemed necessary by circumstances beyond their complete control.

- a) In the event of changes to the schedule or day of the flight, Novespace and Avico cannot be held responsible for the organisation and the costs incurred by the client and/or passengers for pre and post transport routes.
- Therefore, it is requested that the Passenger makes arrangements to take into account such a risk.
- b) In the various cases of Force Majeure, if the flight has begun and then has to be interrupted, Novespace and Avico cannot be held liable for anything other than reimbursement of the portion of the ticket price for the part not carried out if less than 10 parabolas is carried out, the refund is proportional to the number of parabolas not made. If at least 10 parabolas are carried out, the flight shall be deemed to have been carried out in full and no refund will be owed.
- c) In the event that Novespace has a technical or regulatory inability, or following a force majeure, to carry out the Flight in accordance with the schedules and dates, Novespace and Avico will do everything possible to remedy the situation as soon as possible. Rescheduling shall be proposed to the Passenger, the day after, or at a later date to be determined according to the flight schedule of the aircraft.
- d) In the event that the rescheduling cannot be scheduled for the same day or for the next day, the Passenger will be offered the choice between rescheduling and a full refund. In cases where rescheduling is not possible, this Flight contract shall be terminated in accordance with the law, without compensation, and any amounts already paid by the Passenger shall be reimbursed by Avico.
- e) In the event that the rescheduling is scheduled for the same day or for the next day, the Passenger shall be able to perform his flight on the new schedule and will not be offered the possibility of a full refund.
- f) In the event of cancellation for any reason which cannot be considered excusable under the terms of this contract and subject to the provisions of the Article "Cancellation", the total compensation which Avico or Novespace may owe to the Passenger or any other interested party to compensate for costs shall not, in any case, exceed the price paid by the Passenger.

#### **Article 4. OBLIGATIONS OF THE OPERATOR**

The Air Zero G flight will be carried out on board a suitable aircraft, equipped with the authorisations, official board documents and the crew needed for its execution.

The staff will hold the certificates and licenses required by the aviation authorities.

Novespace shall take charge of all the administrative paperwork relating to the aeroplane and its crew, which is required for normal thrill flight experiences.

Novespace shall provide only the technical direction of the chartered aircraft. The Captain on board may:

- a) reschedule or cancel the departure of the plane due to weather or technical conditions;
- b) cancel the flight if the safety of the plane requires this;
- c) refuse to board, or remove, any person amongst the Passengers, who may present a danger to the safety or good order of the aircraft.

#### **Article 5. OBLIGATIONS OF THE PASSENGER**

The Zero G Air service shall only be provided to the Passenger named on the Flight Ticket. The Operator reserves the right to carry out a documentary check of the identity of passengers.

A Flight Ticket is not transferable. If a person other than the one intended for the flight presents a Flight Ticket for a Zero G flight, the Operator assumes no responsibility if, in good faith, he refuses to board the person with a non-compliant Flight Ticket.

The Operator may refuse to board the Passenger, if one or more of the following has occurred or is likely to occur:

- (a) The Passenger does not comply with applicable law
- (b) The Passenger has not arrived in time to attend the Briefing held before the flight according to the schedule provided
- (c) The Passenger has not complied with the instructions and regulations concerning safety or security.
- (d) The Passenger has refused to undergo the necessary security checks
- (e) The flight of the Passenger may endanger the safety, health, comfort or convenience of other passengers or the crew, especially if the Passenger uses intimidating behaviour or uses aggressive and insulting language against ground staff and/or crew.
- (f) The physical or mental condition of the Passenger, including a condition caused by drinking alcohol or taking drugs or medication, could present a hazard or risk to himself, other passengers, crew or property.
- (g) The Passenger has compromised the safety, good order and/or discipline before the flight and the Operator has reason to believe that such behaviour may be repeated;

The Operator shall not be liable in any way, for any loss, damage or expense, if the Passenger has not met the requirements of this Article.

#### **Article 6. PROHIBITED ITEMS**

It is prohibited to take on board:

- all goods such as firearms, ammunition, explosives and other dangerous objects
- animals,
- any object which does not fit into the closed pocket of the Passenger's flight suit.

#### **Article 7. MEDICAL INABILITY OR CANCELLATION**

Passengers must return the individual documents requested (information form and medical certificate):

- Within 14 days of booking if it is made at least 45 days before the flight
- Within 7 days of booking if it is made less than 45 days before the flight

If these deadlines are met, in the event that the Passenger is deemed medically unfit, they will be fully refunded the amounts paid.

If these deadlines are not met, the cancellation terms will apply for any cancellation, including in cases of medical unfitness.

The cancellation terms are as follows:

- Cancellation more than thirty days from the date of flight: the cancellation fee is 30% of the total price
- Cancellation less than thirty days from the date of flight: the cancellation fee is 100% of the total price

The terms of rescheduling are as follows:

- Rescheduling more than thirty days from the date of flight: the cancellation fee is 10% of the total price
- Rescheduling less than thirty days and more than twenty days from the date of flight: the cancellation fee is 30% of the total price
- Rescheduling is not possible less than twenty one days from the date of flight

Avico shall be entitled to use all legal proceedings, including interim proceedings, to obtain payment of cancellation fees that may be charged by Avico during the execution of this contract.

#### **Article 8. LEGAL AND ADMINISTRATIVE PROVISIONS**

In the event that some of the provisions contained or referred to in these terms and conditions of Flight contradict the legal or administrative requirements which cannot be individually decided by mutual agreement between the parties, said provisions shall remain applicable and are deemed an integral part of the Flight contract only to the extent that they are not contrary to these requirements.

The non-validity of one of these provisions hereof shall not affect the others.

#### **Article 9. AMENDMENT**

No agent or representative of the contracting parties is authorised to change, modify or waive any of the provisions of this contract.

#### **Article 10. LAWS AND JURISDICTION**

This contract is subject to French law and in case of dispute, the French courts of Paris shall have exclusive jurisdiction even in cases of appeal or multiple defendants.