Terms and Conditions of Sale

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Effective as of April 1, 2025

Preamble

These General Terms and Conditions of Sale apply to flights operated by Chalair Aviation. They define the terms of sale and fares applicable to the services provided by Chalair on its scheduled routes.

They supplement our General Conditions of Carriage, which define the conditions of carriage and which we invite you to review.

Article 1 Definitions

The terms used in these General Terms and Conditions of Sale have the following meanings:

"**The** Carrier" refers to CHALAIR AVIATION, a simplified joint-stock company, registered with the Caen Trade and Companies Register under number 447 825 100, with its registered office located at Caen-Carpiquet Airport, 14650 CARPIQUET.

"Passenger" or "You" means any person, other than crew members, holding a ticket, who is or will be carried on a flight bearing the Carrier's flight code: CE.

"Baggage" refers to both Checked Baggage and Carry-on Baggage. It refers to your belongings and other personal items, properly packed in suitcases or other suitable containers to ensure their safe transport under normal handling conditions, which accompany you during your journey. Unless otherwise specified, this term refers to both your Checked Baggage and your Carry-on Baggage.

"Unchecked Baggage or Carry-on Baggage" refers to any Baggage belonging to the Passenger other than Checked Baggage, which the Passenger is permitted to keep with them in the cabin. This Baggage remains the Passenger's responsibility throughout the journey.

"Checked Baggage" refers to baggage that the Carrier takes charge of and for which the Carrier has issued a Baggage Tag or "TAG."

"Ticket" means the non-transferable, named contract of carriage for a Passenger, either in the form of an "individual or group ticket"—which may include a baggage tag or TAG for checked Baggage—or in an equivalent non-physical form, including electronic, issued or authorized by the Carrier or an accredited agent. It includes flight coupons and is issued by the Carrier or an accredited agent.

"**Boarding** Pass" means the mandatory document allowing a Passenger to board an aircraft operating a flight. This document is issued by the Carrier or our representatives at an airport.

"Fare Rules" means the terms and conditions applicable to a fare, as determined by the Carrier.

"**Convention"** means, as the context requires:

a the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded in Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention),

b the Warsaw Convention as amended by the Hague Protocol of September 28, 1955,
c the Supplementary Convention to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other Than the Contracting Carrier, Guadalajara (1961),
d the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded in Montreal on May 28, 1999 (Montreal Convention),
e the Warsaw Convention, as amended by Montreal Protocols 1, 2, and 4 (1975).

"Coupon" means an electronic coupon containing the name of the Passenger who is to travel, in sequential order, on a flight segment listed on a ticket. This means that the Passenger must travel in the order indicated on their ticket.

"Damage" means any damage resulting from or arising out of the carriage performed by the Carrier or other related services provided in connection with the air transport service, including, but not limited to, death, injury, or bodily harm to a Passenger, as well as the total or partial loss, theft, any other damage to, or delay of the Passenger's baggage.

"SDR" means the Special Drawing Right as defined by the International Monetary Fund (IMF), the value of which is determined periodically by the IMF.

"Intermediate Stopovers" means the points, other than the points of origin and destination, indicated on the Ticket or listed in our schedules as scheduled stopovers on the itinerary.

"Baggage tag" or "TAG" means the document issued by the Carrier solely for the purpose of identifying checked baggage.

"Force Majeure" means extraordinary and unforeseeable circumstances beyond the control of the party invoking it and which could not have been avoided despite all due diligence.

"**Check-in** Deadline" or "CD" refers to the deadline set by the Carrier by which the Passenger must be in possession of their boarding pass and, if applicable, have checked their baggage at a baggage check-in counter approved by the Carrier or its representatives at an airport. It is also the deadline by which the Passenger must pay any fees for checked baggage and, if applicable, excess baggage fees.

"Days" refers to calendar days, including all seven days of the week. In the case of a notification, the day of dispatch is not counted.

"Travel Itinerary" refers to the document issued by the Carrier to the Passenger, which is sent via email upon issuance of the electronic ticket. It includes the Passenger's name and flight information.

"Reservation Number" means the number assigned by the Carrier to the Passenger to identify any flight reservation made by the Passenger and confirmed by the Carrier.

"**Passenger with Reduced** Mobility" means any person whose mobility when using transport is limited due to a physical disability, intellectual disability, age, or any other cause of disability, and whose situation requires that they receive appropriate attention and that all services provided to other passengers be adapted for them.

"EC Regulation" means EC Regulation No. 2027/97 of the Council of October 9, 1997, on the liability of air carriers in the event of an accident.

"Passenger Rights Regulation " Regulation (EC) No. 261/2004 of the European Parliament and of the Council of February 11, 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91.

"**Regulation on the Rights of Passengers with** Disabilities" Regulation (EC) No 1107/2006 of the European Parliament and of the Council of July 5, 2006, concerning the rights of persons with disabilities and persons with reduced mobility when traveling by air (Text with EEA relevance).

"**Confirmed** Reservation" means a reservation recorded in the Carrier's or Authorized Agent's reservation system that results in the issuance of a valid ticket establishing a Passenger's right to air transportation on a flight that is actually scheduled or operated.

"Website" means the website www.chalair.fr, which is available to Passengers for making online reservations.

"Fares" refers to the fare for transportation booked by the Passenger, in a specific booking class, for specific routes, flights, and, where applicable, dates.

"**Pre-Tax** Fare" or **"Fare Excluding** Taxes" means the fare charged to the Passenger, excluding taxes and issuance fees.

"Taxes" means the fees, taxes, and charges imposed by a government, an airport operator, or any other authority, as defined in Article 4 below.

"Flight" means a one-way journey between two points (point of departure and point of arrival).

Article 2 Reservation

Tickets may be reserved by one of the following means:

- Live on our website www.chalair.fr: You can book for multiple passengers per reservation, including adults and children; adults may be accompanied by an infant (a child over 7 days old and under 2 years of age) traveling on their lap, subject to the capacity limits for the type of aircraft used;

- By phone through our call center at the following number: (+33) (0) 892 700 499 (€0.40 per minute, including tax)

- Through the travel agency or reseller website of your choice.

The flight reservation is confirmed upon issuance of a Reservation Number. Please note that this confirmation is only valid for a limited time (as a hold) until payment and ticket issuance have been finalized.

Article 3 Tickets

Confirmation of a flight reservation results in the issuance of a Ticket in the form of an electronic reservation issued by Chalair. We issue only electronic tickets.

The Ticket constitutes proof of the contract of carriage.

A Ticket is valid exclusively for the Passenger and the Flight specified therein, subject to the provisions of Articles 6 and 7 of these General Terms and Conditions of Sale.

It is the Passenger's responsibility to ensure that the Reservation Number and the Travel Memo remain in their sole possession.

When the Passenger travels under a discounted fare or a fare with special conditions, they must be able to prove the validity and legitimacy of such fare at any time.

Article 4 Fares, Fees, Taxes, and Charges

The Carrier's rates in effect as of the date hereof are as follows:

- **Flex Class**: Free changes and modifications to the reservation – Refunds are free of charge, excluding service fees.

- **Semi-Flex Category:** Changes permitted before the flight date, subject to a fee. Non-refundable ticket.

- **Eco and Promo Categories:** Non-changeable, non-refundable fares.

Infants and children are eligible for discounts depending on the fare selected: see fare conditions.

Fares apply only to transportation from the origin airport to the destination airport, unless otherwise specified. They do not include transportation between airports and city terminals, unless the Carrier offers such ground transportation at no additional charge.

All fees, taxes, or charges imposed by a government, any authority, or an airport operator, as well as all fees, taxes, and in particular insurance surcharges, fuel surcharges, and applicable VAT, are the responsibility of the Passenger and are in addition to the Fares indicated by the Carrier. The amount of these additional fees, taxes, or charges is disclosed to the Passenger at the time of booking. They are payable in the currency of the country where the Ticket was purchased.

Article 5 Payment Terms

Fares, as well as taxes, fees, and charges related to the reservation, must be paid in full upon confirmation of the reservation.

Payment is made as follows:

- Book directly on our website: payment by credit card. Payment is fully secure thanks to data encryption via our Ingenico-Ogone online payment platform;

- Reservations by phone: payment by credit card. The passenger provides the telephone agent their credit card number and expiration date. The transaction is processed via the Ingenico-Ogone online payment platform.

Article 6 Transferability

The transportation contract concluded between the Carrier and the Passenger is non-transferable.

Article 7 Ticket Modification

A Ticket is valid exclusively for the Passenger and the Flight specified on it. Tickets

cannot be changed except under the following conditions:

- Only for tickets issued at **Flex** and **Semi-Flex** fare classes.

Changes can be made at www.chalair.fr and through the airline's call center.

Article 8 Cancellation, Re-routing, Delay

We will do our utmost to transport you and your baggage without delay.

However, the schedules indicated on the Ticket are not contractually binding on the Carrier, which may be required to delay or even cancel flights, particularly due to the availability of flight slots or for safety reasons.

In such cases, the Passenger may be required to travel on the services of another air carrier or by any other means of transportation.

The conditions of carriage for the Passenger in the aforementioned cases are set forth in Article X.2 of our General Conditions of Carriage.

Article 9 Refund

1 – Refund in the event of cancellation and/or excessive delay

In the event of a flight cancellation or a significant delay from the scheduled time, and if the passenger cannot accept any alternative solution offered by the Carrier, the refund amount will be:

- Equivalent to the Fare paid if no part of the Ticket has been used;

- At least equal to the difference between the Fare paid and the Fare corresponding to the portion of the journey not completed as indicated on the Ticket, if part of the Ticket has been used.

2 – Other cases of refund

(a) When, in accordance with these General Terms and Conditions of Sale, the Passenger is entitled to a refund of the Ticket for reasons other than those mentioned in Article IX.1 above, and no other solution proposed by the Carrier can be accepted by the Passenger, the refund amount shall be equal to:

- the fare paid, minus any administrative or cancellation fees, if no portion of the Ticket has been used; - to the difference between the fare paid and the fare applicable to the intended route for which the Ticket was used, minus any administrative or cancellation fees, if any part of the Ticket has been used.

Under these circumstances, if the ticket purchased is a round-trip ticket but the passenger uses only the outbound leg and wishes to be reimbursed for the return leg, the “one-way” fare will be applied to the leg traveled.

(b) No refund will be issued when Tickets are designated as “non-refundable.”
(c) The Passenger shall also be entitled to a refund of all fees, taxes, and charges that the Carrier has not already paid to the government or any other authority.

3 – Refund Procedures

The refund request must be made in writing to the company’s customer service department. The The refund will be processed through the online payment platform, and the credit will be applied to the credit card used for the initial ticket purchase.

Article 10 Baggage

1 – Checked Baggage

When the ticket includes checked baggage, Passengers are entitled to the following allowance:

- 1 piece of baggage per person;
- The total weight must not exceed 23 kilograms;
- The total dimensions (L + W + H) must not exceed 158 cm.

Some items, even though they do not meet all of the criteria listed above, are still accepted as part of the free allowance in place of a piece of checked luggage:

- 1 golf bag;
- For a passenger with reduced mobility: 1 folding wheelchair, or 1 pair of crutches, and/or an orthopedic device.

When a Passenger’s Baggage exceeds one of the above limits, the Carrier may, at its discretion, agree to transport it upon payment of an additional fee of €5 per kilogram exceeding the allowance.

Certain oversized items of baggage are automatically charged as excess baggage at a flat rate of €60, regardless of weight or size; this applies to bicycles, surfboards, and windsurfing boards

provided they can be accepted on the type of aircraft used. It is the Passenger's responsibility to verify this in advance.

The Baggage Carriage Conditions and the list of items not permitted as Baggage are set forth in Article 8 of our General Conditions of Carriage.

The Passenger must indicate their name and contact information or any other form of personal identification on all checked Baggage before it is accepted by the Carrier.

2 – Unchecked Baggage

Each Passenger may carry one standard piece of unchecked Baggage into the cabin as carry-on Baggage.

To be accepted as carry-on baggage, this item must not exceed the following dimensions:

- one carry-on item per Passenger;
- a maximum of 6 to 10 kilograms per carry-on bag, depending on the type of aircraft used
- Maximum dimensions: 55 cm x 35 cm x 25 cm, including pockets, wheels, and handles

Baggage that the Carrier deems to be excessively heavy or large will not be accepted in the cabin and must be checked as checked baggage, provided that check-in is still possible.

However, the Carrier may, on an exceptional basis and at its sole discretion, accept the carriage in the cabin of items that do not meet the above conditions but are unsuitable for carriage in the hold (e.g., musical instruments). This authorization can only be confirmed at the time of check-in.

3 – Small animals, guide dogs

The conditions for transporting small animals (dogs and cats only) and guide dogs are set forth in Article 9 of our General Conditions of Carriage.

In the cabin, the weight of the animals being carried, as well as the weight of their carrier and food, is not included in the passenger's baggage allowance. The total weight must not exceed 8 kg (including the carrier and the animal), and the carrier's dimensions must not exceed 115 cm. Please note that pet carriers are not permitted on our flights.

These limits do not apply to guide dogs for the blind; the transport of these animals is free of charge (please contact our reservations department to make a request).

Animals carried in the cabin must not cause a nuisance to other passengers, and passengers must pay a flat fee of €50 per leg of the journey.

Transporting animals in the cargo hold is subject to authorization depending on the type of aircraft. The request must be made to our reservations department at least 48 hours before departure. The flat fee is set at €100 per trip.

Article 11 Check-in – Travel Documents

In order to board an aircraft, the Passenger must arrive sufficiently in advance to complete departure formalities and check-in at the Carrier's check-in counter.

The check-in deadline (CD) is communicated to the Passenger upon confirmation of their reservation and is specified on the Travel Memo.

During check-in, the Passenger will only be allowed to board the aircraft if they present one of the following identification documents, including for children:

• a passport or an identity card

• A valid French driver's license or residence permit issued by France, with a recent photo

No Passenger will be allowed to board a CHALAIR aircraft if they are unable to present this supporting document during check-in.

Refusal to board a Passenger due to failure to present the aforementioned supporting documents does not entitle the Passenger in question to any compensation or refund, but only to the normal application of the fare conditions regarding changes or refunds.

Article 12 Passengers with Special Needs

Passengers with special needs may book through our call center (at (+33) 892 700 499). They must also specify their special needs at the time of booking. Otherwise, their boarding can only be guaranteed upon their arrival at check-in (subject to acceptance quotas).

If check-in is not possible, the standard refund conditions applicable to the type of ticket booked will apply, including any penalties.

Passengers with special needs may not be seated near the aircraft's emergency exits.

The Carrier cannot accommodate Passengers whose disability prevents them from being fully self-sufficient on board our aircraft, unless such individuals are traveling with another Passenger.

For each type of aircraft used by the airline, there is a regulatory maximum number of passengers with special needs, defined by their ability to move and react in the event of an emergency evacuation. In addition, the following passengers are not permitted on certain types of aircraft in our fleet:

- Passengers unable to move in both the horizontal and vertical planes (WCHC);
- Passengers on stretchers;
- Passengers who need to travel with their legs extended

- Passengers with respiratory conditions requiring oxygen.

In some cases, if the passenger's health condition warrants it, a medical certificate confirming that the passenger is fit to fly may be required at check-in.

Wheelchairs:

Folding wheelchairs will be transported free of charge, in addition to the passenger's standard baggage allowance, if the passenger has reduced mobility. For battery-powered wheelchairs, only dry batteries are accepted.

Assistance is available at the airport for passengers who cannot walk without assistance, climb the boarding bridge steps, or travel long distances, provided such assistance was requested at the time of booking.

Infants, unaccompanied minors:

Infants over 7 days old and under two years of age on the date of Carriage travel on the lap of the accompanying adult Passenger and are secured with an infant safety belt during takeoff, landing, and turbulence.
Chalair allows only one infant per flight on its Beechcraft 1900 aircraft. Infants
under 7 days old are not permitted on board.
Infants over two years of age occupy their own seat and pay the child fare.

Any minor child over the age of 4 and under the age of 12 may be accepted on board our flights to travel alone, provided this was specified at the time of booking (UM, unaccompanied minor) and only on flights operated with cabin crew. UMs cannot be accepted on our flights operated with Beechcraft 1900 aircraft.

Tickets for minors over the age of 4 cannot be booked through our website. You may request this through our reservation center.

All minors must be in possession of a valid photo ID.

For children, it is mandatory to present the following at check-in: an official document proving the child's age (passport or national ID card). If the child is traveling as an unaccompanied minor (UM), you must provide the names and addresses of the persons to whom the child will be handed over upon arrival and submit the completed UM form (available on our website).

Pregnant women:

Pregnant women are accepted up to 28 weeks of pregnancy without a medical certificate. From 28 to 32 weeks, a medical certificate will be required at the time of booking, specifying the stage of pregnancy, the state of health, and the absence of risk of premature delivery (certificate issued within the last 7 days). Beyond 32 weeks, travel is not permitted on our Chalair Aviation flights.

Article 13 Liabilities and Damages

The terms of the Carrier's liability for Damage occurring during or in connection with Air Transport or other ancillary services provided by the

The carrier's liability in connection with air transport is set forth in Article XIV of the General Conditions of Carriage.

It is hereby noted that the carriage performed by the Carrier is subject to the rules and limits of liability established by the Convention and the EC Regulation.

Article 14 Claims - Tourism Mediation

For any complaint, the passenger must personally contact Chalair Aviation's Customer Service via the company's website or by email at serviceclient@chalair.fr
If the response provided by Chalair's Customer Service is deemed unsatisfactory, the passenger may refer the matter to the Tourism and Travel Ombudsman, whose contact information and referral procedures are available on the website www.mtv.travel

Article 15 Protection of Personal Data

Passengers are asked to provide certain personal information, such as last name, first name, email address, phone number, date of birth, etc., in order to ensure the smooth completion of the ticket purchase. No unnecessary data will be requested from the passenger. By providing this information, the passenger agrees that Chalair Aviation, the Carrier, may retain this data in order to transmit it to its subcontractors and/or to the Authorities, including authorities or agencies responsible for combating terrorism and other serious transnational crimes. In accordance with Article L.232-7 of the Internal Security Code, we inform you that air carriers are required to transmit their passengers' reservation, check-in, and boarding data (PNR/API) to the French government, in accordance with the processing procedures and for the purposes set forth in Decree No. 2014-1095 of September 26, 2014, as amended by Decree No. 2018-714 of August 3, 2018.

Any purchase of a ticket from the airline, a travel agency, or a tour operator implies the passenger's acceptance of the transfer of personal data to the relevant foreign authorities when such data is requested by them. The absence of such data or inaccuracies therein may result in the refusal of check-in, boarding, or entry into the foreign territory, without any liability on the part of the Carrier.

Each passenger has the right to access, modify, and object to this transmission; however, this may result in the cancellation of the trip or the inability to obtain additional services.

The data collected by Chalair Aviation is used solely for commercial purposes by the Company. It is not disclosed to third parties, except for the Carrier's subcontractors, and even then, only for commercial purposes. This data is stored and used by the Carrier in accordance with French and European legislation, in particular Law 78-17 of January 6, 1978, known as the "Data Protection Act," and the General Data Protection Regulation (EU Regulation 2016/679) or "GDPR." Each passenger has the right to access, modify, or object to this data transmission by contactingdataprotection@chalair.fr .

Chalair Aviation does not maintain customer files containing data related to the purchase of a ticket. These tickets are stored electronically for a period of 24 months.

Chalair Aviation uses the Ogone-Ingenico payment platform for remote payments. This platform is PCI DSS certified, which is the highest level of security for this type of payment. Chalair does not receive the full details of the credit cards used. As a result, none of its employees can access passengers' credit card data, and Chalair Aviation cannot disclose such data to third parties.

These General Terms and Conditions of Sale may be modified at any time by CHALAIR AVIATION.

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