

# General Terms and Conditions of Sale Air Zero G

## Article 1: Definition

Client :

designates the person or company in charge of the reservation and payment of the service to the Reseller. The Client may also be the Participant.

Terms and conditions of the contract :

designates the conditions relating to the mandatory documents representing the Participant's file as well as the conditions relating to the confirmation of the flight, which refer to these General Terms and Conditions of Sale and the General Terms and Conditions of Flight that are enforceable against Clients, Participants and Resellers alike.

Flight confirmation :

designates the contract on which the reservation information appears, the deadlines for both the constitution of the file and the payments. These General Terms and Conditions of Sale and the General Terms and Conditions of Flight are an integral part of the Contract.

Participant :

means any person, having a reserved seat on board the Airbus A310 ZERO G with the consent of the reseller and the operator.

Reseller :

means Avico and/or another company authorised by Novespace to commercially represent the Air Zero G brand and sell seats on board the A310 ZERO G."

## Article 2: Booking, rates and payment

You must be at least 18 years of age to be considered a Client in order to :

- ✓ accept these General Terms and Conditions of Sale and Flight on behalf of the Participant(s) listed on the "Flight Confirmation";
- ✓ be responsible for receiving and transmitting all communications/correspondence (including changes and cancellations) from the Reseller concerning the booking to all Participants listed on the "Flight Confirmation";
- ✓ acknowledge that all booked Participants may make subsequent changes by having confirmed to the Reseller that they have his or her agreement to make such changes. The Reseller, acting in good faith, shall not be liable for making changes if, without its knowledge, its consent had not been given.

The reservation will be confirmed after being recorded as "accepted" in the reservation system provided that the Reseller has communicated the "Flight Confirmation" by email, together with all the elements of the reservation. The reservation of a seat on board the A310 ZERO G is non-

transferable (with an exception for groups) and the Cancellation Conditions apply upon receipt by the Reseller of the "Flight Confirmation" signed by the Client.

Prices are published in euros exclusive of tax and/or all taxes as applicable.

To the extent permitted by applicable law, fares and charges may be paid in any currency accepted by the Reseller. If payment is made in a currency other than the Euro, the exchange rate for such payment shall correspond to the purchase rate of the bank that the Reseller will use for this purpose on the day of payment. The transaction costs will then be borne by the Client.

To pay online, the Client must use his/her bank card. The bank service used by the Reseller will then debit the Client's card in real time. The payment is secured thanks to a single-use secure bank link and data encryption. Payments by American Express card are not accepted.

Payment for flights can also be made by bank transfer

Compliance with payment deadlines is imperative. Non-payment according to the established payment schedule may be considered as a cancellation by the Client and/or Participant. The seat will then be vacated without prior notice and the Cancellation Conditions will be applied.

### **Article 3: Contract Conditions and Cancellation Conditions**

The Client must return the "Flight Confirmation" completed and signed in :

- ✓ 15 days following the reservation if it is made at least 90 days before the flight;
- ✓ 7 days following the reservation if the reservation is made less than 90 days before the flight.

The Client and/or Participant must or will have to return the individual documents requested (information form and image right and medical certificate attached to the Flight Confirmation and present on the website) within :

- ✓ 21 days following the reservation if the reservation is made at least 90 days before the flight;
- ✓ within 7 days of booking if made less than 90 days before the flight.

If these deadlines are met, in the event of the Participant's medical incapacity, the Client will be fully reimbursed for the sums paid. This reimbursement will be made only to the bank account from which the sums were paid.

If these deadlines are not respected, the cancellation conditions will apply for any case of cancellation by the Client, including in case of medical incapacity of one or more Participants.

**The medical certificate is valid for one year only for persons 40 years of age and older. For any booking made more than one year before the date of the flight, the 21-day period for returning the medical certificate will begin 365 days before the flight.**

Example: I am 42 years old and I am booking a flight on September 1, 2029; in order to be valid, my medical examination/ECG must be completed on or after September 2, 2028. I will then have until September 22, 2028 to return my certificate to Air Zero G; after this time and in case of inaptitude, the deposit will not be refunded.

The Cancellation Conditions for individuals are as follows:

- ✓ Cancellation more than sixty days before the date of the flight: the cancellation fee is 35% of the total price;
- ✓ Cancellation within sixty days of the flight date: the cancellation fee is 100% of the total price.

Cancellation conditions for groups are as follows:

- ✓ If you cancel ninety days or more before the flight, the cancellation fee is 35%.
- ✓ If you cancel between eighty-nine days and sixty days before the flight, the cancellation fee is 50%.
- ✓ If you cancel less than sixty days before the flight, the cancellation fee is 100%.

In the event that a Participant is denied boarding or prevented from participating in on-board activities for one of the reasons referred to in Article 6 of the General Terms and Conditions of Flight, the Client is not entitled to a refund.

Certain reservations may be subject to conditions that limit or exclude the right to modify or cancel. These conditions will then be indicated on the "Flight Confirmation".

The Reseller will be entitled to use all legal procedures, including summary proceedings, to obtain payment of the cancellation costs, which will be charged by the Reseller during the execution of this contract. The performance of Air Zero G flights and the relationship with the Client and the Participant(s) are governed by the General Conditions of Flight, which can be consulted on the website ([www.airZeroG.com](http://www.airZeroG.com)).

## **Article 4: Protection of personal data**

The Reseller undertakes to respect the confidentiality of the information provided online or by email by the Client and the Participants.

For all individual bookings from the German-speaking market, the Client will give his consent for his personal data as well as those of the Participant to be transmitted to Dovespace, property of NUSSBAUMER REIESEN AG, the Reseller in charge of bookings for this market.

Any personal information that the Client and/or Participant may be required to transmit to the Reseller is subject to the provisions of the French Data Protection Act N° 78-17 of 6 January 1978 modified by the General Data Protection Regulation (EU Regulation 2016/679) or "RGPD".

As such, the Client and/or Participant has a right of access, rectification, modification and deletion of personal information concerning him/her. The Client(s) and/or Participant(s) may exercise this right at any time by sending a letter to the following address:

Avico/Air Zero G  
33, avenue de Wagram  
75017 PARIS

The Client and/or Participant may also send us an email at [france@airzerog.com](mailto:france@airzerog.com) or click on the unsubscribe link, present in promotional emails and newsletters.

The Reseller undertakes to unsubscribe the Client and/or Participants from its mailing list as soon as possible.

The Reseller shall keep the data in its database only for the time necessary to achieve the purposes pursued and shall then archive them with restricted access for an additional period in order to fulfil its legal and/or regulatory obligations in terms of archiving and this, during the limitation period in force.

## **Article 5: Information on the website [www.airZeroG.com](http://www.airZeroG.com)**

The Reseller, in charge of marketing Air Zero G flights, makes every effort to ensure that the information published on this portal is as accurate and up-to-date as possible, and reserves the right to correct its content at any time and without prior notice.

Booking on [www.airzerog.com](http://www.airzerog.com) means accepting the present General Terms and Conditions of Sale as well as the General Terms and Conditions of Flight present on the website.

## **Article 6: Image rights**

The name and image of Novespace, the Reseller, Air Zero G and Airbus A310 ZERO-G may not be used for commercial purposes or communications without prior agreement. The same applies to the photos available on the website [www.AirZeroG.com](http://www.AirZeroG.com) or taken during Air Zero G flights.

## **Article 7: Legal and administrative provisions**

In the event that some of the provisions contained or mentioned in these General Terms and Conditions of Sale are contrary to legal or administrative requirements, the latter shall be disregarded without affecting the other provisions of the General Terms and Conditions of Sale.

Thus, the invalidity of one of these provisions will have no effect on the others.

## **Article 8: Modification**

No agent or representative of the signatory parties is authorised to change, modify or delete any of the provisions of the "Flight Confirmation", these "Terms and Conditions" or the "Terms and Conditions".

## **Article 9: Laws and Jurisdiction**

The present General Terms and Conditions of Sale are governed by French law and any question relating to their interpretation, implementation or contestation shall fall within the exclusive competence of the French courts.

Nevertheless, if the Client, the Participant and/or the Reseller are commercial legal entities, only the Commercial Court of Paris shall be competent to assess any dispute relating to these General Terms and Conditions of Flight.

The present clause is applicable in the event of an appeal in guarantee or of plurality of defendants.