



PASSENGER TERMS OF CARRIAGE

This *Passenger Terms of Carriage* is provided to you by Hillwood Airways, LLC (“*HWA*”), the direct air carrier that will be operating the aircraft for your flights.

EACH PASSENGER MUST READ THIS PASSENGER TERMS OF CARRIAGE CAREFULLY. This is the Contract of Carriage between HWA and you. **By accepting transportation on a flight, each passenger will be deemed to have accepted and be bound by this *Passenger Terms of Carriage*.**

You are a passenger of either a company that has chartered the aircraft directly from HWA or a company that has chartered the aircraft from an air charter broker who has chartered the aircraft directly from HWA (such applicable company being referred in this *Passenger Terms of Carriage* as “*Your Charterer*”).

CORONAVIRUS (COVID-19)

SEE HWA’S WEBSITE hillwoodairways.com FOR A SPECIAL CORONAVIRUS (COVID-19).

OPERATIONAL CONTROL

HWA will have the exclusive authority to exercise operational control over initiating, conducting and terminating any flights and will have the exclusive right to exercise direction and control over the aircraft, its crewmembers and the passengers, as well as the loading, securing and unloading of all checked baggage on the aircraft. In some instances, Your Charterer, rather than HWA, may have responsibility for loading and unloading passengers or baggage on and from the aircraft.

HWA is not obligated to conduct a flight over any particular route and will, in its discretion, select the routes to be flown and deviate therefrom as necessary for safety and operational reasons. HWA does not guarantee any speed, route or departure or arrival time or date. HWA may make flight route diversions and interim stops for fuel, supplies, repairs and other reasons deemed necessary or appropriate by HWA or the flight crew and may take whatever actions HWA or the flight crew deems necessary for the protection of the passengers, the crewmembers, the aircraft, baggage or cargo. **Such reasons include, without limitation, any conduct or acts of a passenger or non-compliance by a passenger with any provisions of this *Passenger Terms of Carriage*.**

Governmental regulations require that you present positive identification in the form of a government-issued photo ID and submit to a security check and screening by the U.S. Transportation Security Administration (the “*TSA*”) or its approved delegate or other applicable governmental authority.



Each passenger must be in possession of all documents enabling him or her to comply with all applicable laws regarding entry into destination countries and have a valid visa (if applicable) and proof of required vaccinations (if applicable).

HWA may cancel any flight:

- (a) if HWA, in its sole discretion, determines that the transportation would be unsafe or in violation of any applicable law;
- (b) if all governmental approvals regarding the flights and airport operations are not timely issued;
- (c) as permitted by the air charter contract between HWA and the charter company with whom HWA has directly contracted to provide the air transportation for your flights, including, but not limited to, the failure of such charter company to comply with that air charter contract; or
- (d) **if the conduct or actions of any passenger are not in compliance with this *Passenger Terms of Carriage*.**

BAGGAGE AND ANIMALS

1. ***Lithium Batteries.*** Lithium batteries create a hazardous condition when brought on board an aircraft due to the danger of lithium battery fires. **YOU MUST NOT CREATE THAT DANGER.**
 - a. **Electronic devices containing lithium batteries (such as laptop computers, tablets, e-cigarettes, smart phones and cameras) and spare lithium batteries must not be placed in baggage checked for carriage in the cargo compartment of the aircraft.**
 - b. **“Smart” luggage may contain lithium batteries and may be checked for carriage in the cargo department of the aircraft ONLY if the batteries are removed and protected as described in Paragraph 1c of this BAGGAGE AND ANIMALS section.**
 - c. **Any devices containing lithium batteries and any spare or removed lithium batteries are permitted to be carried by passengers in the aircraft cabin in carry-on baggage, PROVIDED THAT lithium batteries carried by a passenger in the aircraft cabin that are not properly installed in a device must be protected to prevent short circuits by keeping them in unopened original packaging, by insulating the battery terminals by taping over exposed terminals or by placing each battery in a separate plastic bag.**

2. **Conditions of Acceptance:** HWA will accept for transportation on the aircraft as baggage (whether checked in the cargo compartment or carried in the aircraft cabin) only such articles, effects and other personal property which, as determined by HWA in its discretion, will not compromise the safety of the flight and which can be transported in accordance with applicable law, including, but not limited to, rules and regulations of the U.S. Federal Aviation Administration (the “*FAA*”). HWA may refuse to carry baggage or property for transportation on any flight other than the one on which you are to be transported. HWA may refuse to transport any baggage that, as determined by HWA in its discretion, cannot be handled in an ordinary manner, is not properly packaged or if its weight, size or character renders it unsuitable for transportation as determined by HWA in its sole discretion. All baggage is subject to inspection by the TSA and HWA. ***Each passenger is responsible for all duties, fees and charges related to his or her baggage.***
3. **Fragile, Perishable and High-Value Items:** You must declare and describe to HWA any item of baggage that is fragile, perishable or that has a value in excess of the \$3,800 amount (as such may be revised) as specified in Section 8 of this BAGGAGE AND ANIMALS section. HWA has the right to refuse to carry any such item on the flight. If either (a) you do not declare and describe any such item to HWA, or (b) HWA agrees to your request that any such declared and described item be carried on the flight after an initial assessment by HWA, such carriage will be at your sole risk, and HWA will have no responsibility or liability to you for any damages to such item occurring during the flight or the loading or unloading of the item on or from the aircraft, except as set forth in Paragraph 8 of this BAGGAGE AND ANIMALS section and as set forth in ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY section below, if applicable.
4. **Identification:** HWA may refuse to accept for transportation any baggage that does not bear a tag, label or other device, acceptable to HWA in its discretion, with your name, address and telephone number.
5. **No Liability:** Subject to the provisions of Paragraph 8 of this BAGGAGE AND ANIMALS section, HWA will have no liability whatsoever for any of your baggage or other personal property: (a) carried on or checked on the aircraft in violation of any restrictions set forth in this document, (b) outside of HWA’s possession, including, but not limited to, baggage or personal property in the possession of or managed by Your Charterer, airport terminal operations, fixed base operators, transportation companies, shipping companies, hotels or inns; (c) delivered to HWA in damaged condition; (d) resulting from your packing; (e) damaged, lost or delayed due to a security search by or on behalf of any governmental authorities; or (f) misdirected or failure of delivery by Your Charterer, an airport terminal, a fixed base operator, a transportation company, a shipping company, a hotel or an inn.
6. **Limitation of Liability with respect to Items Carried in the Passenger Cabin. In addition, HWA does not have any liability for any items carried in the passenger cabin, except**

to the extent of damage caused by the negligence of the cabin crew to any such items, provided that (a) such damaged item neither is prohibited for carriage by this *Passenger Terms of Carriage* nor is an item for which HWA has no liability as provided in this *Passenger Terms of Carriage*, and (b) any such liability is subject to the limitation of HWA's liability as provided in Paragraph 8 of this BAGGAGE AND ANIMALS section.

7. ***Storage of Carry-on Baggage:*** All carry-on baggage or personal items must be properly stored on the aircraft in accordance with all applicable regulations of the FAA and requirements of the crewmembers of HWA.
8. ***Limitation of Liability with respect to Personal Property and Baggage:*** SUBJECT TO APPLICABLE LAW, WITH RESPECT TO DOMESTIC TRAVEL (TRAVEL PROVIDED SOLELY BETWEEN DESTINATIONS WITHIN THE UNITED STATES), HWA'S LIABILITY TO YOU FOR PROVABLE DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE DISAPPEARANCE OR LOSS OF, DAMAGE TO OR DELAY IN DELIVERY OF A PASSENGER'S PERSONAL PROPERTY. INCLUDING BAGGAGE IN HWA'S CUSTODY WILL NOT EXCEED THE AMOUNT OF \$3,800.00 USD. NOTHING IN THIS PASSENGER TERMS OF CARRIAGE LIMITS SUCH LIABILITY OF HWA TO AN AMOUNT LESS THAN \$3,800.00 USD FOR EACH PASSENGER. THE DOLLAR AMOUNT REFERENCED ABOVE IS SUBJECT TO CHANGE BY THE U.S. DEPARTMENT OF TRANSPORTATION.
9. ***No Liability for Certain Items in Checked Baggage:*** Subject to applicability of certain international treaties with respect to checked baggage, HWA does not assume and has no liability for any of the following items contained in checked baggage, regardless of whether or not HWA knew or should have known of the presence of any such items: antiques; artifacts; artwork; books and documents; china or other dishware; computers and other electronic equipment (and batteries); computer software; fragile items; furs; heirlooms; keys; liquids; money; coins or bullion; orthotics; surgical supports; perishable items; photographic, video and optical equipment; precious metals, stones or jewelry (including, without limitation, time pieces); securities or negotiable papers; silverware; samples, unique or irreplaceable items; or any other similar valuable items. In addition, HWA does not assume and has no liability for musical instruments or recreational or sports items not packed in a hard-sided case, except that a sports team's official team equipment may be packed in soft-cover containers or bags. If any such items are lost damaged or delayed, you will not be entitled to any reimbursement by HWA. **Do not attempt to check these items, except for Charterer's official team equipment packed as provided above.**
10. ***Prohibited Items:*** Hazardous materials, firearms and ammunition are prohibited from being carried on the aircraft either in the cabin or in the cargo area unless specifically approved in writing by HWA. Examples of hazardous items (but not an exclusive list – view a more complete description at <https://www.faa.gov/hazmat/packsafe/>, which

describes items prohibited for carriage by passengers on the aircraft or in checked baggage) are lithium batteries (other than those carried by passengers in the aircraft cabin in carry-on baggage or check for carriage on the aircraft in strict compliance with requirements set forth in Paragraph 1 of this BAGGAGE AND ANIMALS section), e-cigarettes, explosives, fireworks, aerosol sprays, flammables, oxidizers, toxins, radioactives and corrosives. **Carriage of prohibited items may result in fines or in certain cases imprisonment.**

11. ***Service Animals.*** **The carriage of service animals in the cabin of the aircraft is governed by federal law.** A service animal is limited to a dog that is individually trained or able to provide assistance to a qualified person with a disability. HWA will apply legally permitted acceptance criteria for service animals and may deny transport to a service animal under certain circumstances as provided in the federal law. In addition, HWA will apply certain requirements regarding the service animals while at the airport or other boarding location and while on the aircraft.

12. ***Pets and Other Animals That are not Service Animals:*** Pets and other animals that are not service animals may be carried on the aircraft only with HWA's approval in its sole and absolute discretion. As a condition for such discretionary approval, for example, but not by way of limitation, HWA may impose requirements regarding prohibitions of certain types of animals, your control of the animal (e.g., on a leash or harness or in kennel), restricted seating for you and placement of your animal or its kennel/container.

PASSENGERS

1. ***Disruptive or Dangerous Behavior.*** **Federal law prohibits a passenger's disruptive or dangerous behavior on board an aircraft, the violation of which may subject the offending passenger to severe civil and criminal fines and penalties, including imprisonment.** Some examples of such prohibited behavior are:
 - a. **Intimidating or interfering with a crewmember in the performance of his or her duties, which intimidation or interfering can result not only by physical actions but also by the use of foul or threatening language or gestures;**

 - b. **Assaulting or threatening physical harm or assault (including deliberately coughing or spitting on) or physical contact directed at a crewmember or a passenger on board or while boarding or disembarking from the aircraft;**

 - c. **Non-compliance with instructions and directives by crewmembers, including, but not limited to, (i) resulting in a crewmember having to provide on multiple occasions repeated instructions or directives due to, or (ii) delivering a diatribe**

at a crewmember that impacts the crewmember's ability to perform duties as determined by such crewmember; or

d. Intentionally causing damage to the aircraft.

2. Crewmember Instructions: You must comply with all instructions and directions of the crewmembers. **A failure of any passenger to comply with instructions of the crewmembers, with the requirements of this *Passenger Terms of Carriage* or with the requirements of applicable law could result in the required disembarkment (and possible fine and/or arrest) of the offending passenger at any airport, including an airport to which the aircraft is diverted due to such failure of a passenger to comply.**

3. Refusal to Transport: HWA may refuse to transport you or may remove you from your flight at any point for any reason, including, but not limited to:

- a. Refusal by you to permit a search of your person or property for prohibited items;
- b. Refusal by you to produce positive identification upon request or otherwise timely comply with all screening and other requirements of HWA or the TSA or similar security screening agency of any other country;
- c. If your physical or mental condition is such that, in HWA's sole opinion, you are or may be unable or incapable of comprehending or complying with safety instructions without assistance;
- d. If your conduct is disorderly, abusive, violent or detrimental to other passengers, the crewmembers or the aircraft or your attire is offensive or inappropriate, as determined in the sole discretion of the crewmembers;
- e. You appear to be intoxicated or under the influence of drugs;
- f. You attempt to interfere with the performance of the duties of any crewmember, or you refuse to obey instruction from any crewmember;
- g. You engage in any action, voluntary or involuntary, that might jeopardize the safety of the aircraft or any of its occupants; or
- h. Your non-compliance with any of the requirements or other provisions of this *Passenger Terms of Carriage*.

4. Damage to Aircraft: You will be responsible for any damage you cause to the aircraft, aircraft interior or aircraft components as a result of your acts, whether voluntary or involuntary, or your failure to obey the instructions of a crewmember.

5. ***Injury to Occupants of Flight:*** You will be responsible for and will indemnify and hold HWA harmless for any bodily or personal injury or harm you inflict on another passenger or a crewmember.
6. ***Delay or Termination of Flight:*** HWA will have no liability to you for any damages, including any indirect, special, exemplary, consequential or incidental damages, for any delay, cancellation or termination of your flight for events beyond the reasonable control of HWA, as determined by HWA in its discretion.
7. ***Passenger Security, Safety and Health Risks.*** Some destinations expose passengers to heightened risks or safety and security, including but not limited to, crime, violence and terrorism and to certain health/disease risks. Information regarding those risks can be obtained at:

<http://www.state.gov>

<http://cia.gov>

<http://cdc.gov>

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY.

1. PASSENGERS EMBARKING UPON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT THE PROVISIONS OF AN INTERNATIONAL TREATY (THE WARSAW CONVENTION, THE 1999 MONTREAL CONVENTION, OR OTHER TREATY), AS WELL AS THIS *PASSENGERS TERMS OF CARRIAGE*, MAY BE APPLICABLE TO THEIR ENTIRE JOURNEY, INCLUDING ANY PORTION ENTIRELY WITHIN THE COUNTRIES OF DEPARTURE AND DESTINATION. THE APPLICABLE TREATY GOVERNS AND MAY LIMIT THE LIABILITY OF CARRIERS TO PASSENGERS FOR DEATH OR PERSONAL INJURY, DESTRUCTION OR LOSS OF OR DAMAGE TO BAGGAGE AND FOR DELAY OF PASSENGERS AND BAGGAGE.
2. ADDITIONAL PROTECTION CAN USUALLY BE OBTAINED BY PURCHASING INSURANCE FROM A PRIVATE COMPANY. SUCH INSURANCE MAY NOT BE AFFECTED BY ANY LIMITATION OF THE CARRIER'S LIABILITY UNDER AN INTERNATIONAL TREATY. FOR FURTHER INFORMATION PLEASE CONSULT YOUR INSURANCE COMPANY REPRESENTATIVE.
3. IF THE WARSAW CONVENTION, THE MONTREAL CONVENTION OR OTHER INTERNATIONAL TREATY (COLLECTIVELY THE "**CONVENTION**") IS APPLICABLE TO YOUR TRAVEL, SUCH CONVENTION MAY LIMIT THE LIABILITY OF HWA IN RESPECT OF (I) DEATH OF OR INJURY TO YOU, OUR



PASSENGER, (II) DESTRUCTION OF, OR LOSS OF OR DAMAGE TO, YOUR BAGGAGE (CHECKED OR UNCHECKED), AND (III) DELAY OF YOU, OUR PASSENGER, OR YOUR BAGGAGE. SUCH LIMITATIONS ARE SET FORTH IN THE APPLICABLE CONVENTION AND MAY BE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS OF SUCH CONVENTION. AS A PASSENGER, YOU WILL BE SUBJECT TO THE APPLICABLE CONVENTION'S LIABILITY RULES AND LIMITATIONS. IN ACCORDANCE WITH THE CONVENTION, WITH RESPECT TO ANY CLAIM, HWA (A) DOES NOT WAIVE ANY LIMITS OF LIABILITY; (B) RESERVES ALL DEFENSES AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, THE EXONERATION DEFENSE OF ARTICLE 20 OF THE WARSAW CONVENTION AND ARTICLE 20 OF THE MONTREAL CONVENTION; AND (C) RESERVES ALL RIGHTS OR RECOURSE AGAINST THIRD PARTIES.

4. IF YOUR TRAVEL IS SUBJECT TO THE MONTREAL CONVENTION (INCLUDING WITHOUT LIMITATION ARTICLE 20), AS OF THE DATE OF YOUR TRAVEL THE APPLICABLE LIMITATIONS OF HWA'S LIABILITY UNDER THE CONVENTION ARE AS FOLLOWS:
 - a. DEATH OR INJURY OF PASSENGERS: IN THE CASE OF DEATH OR BODILY INJURY OF A PASSENGER CAUSED BY AN ACCIDENT ON BOARD THE AIRCRAFT OR DURING EMBARKING OR DISEMBARKING, HWA MAY BE LIABLE FOR DAMAGES SUSTAINED UP TO 128,821 SPECIAL DRAWING RIGHTS PER PASSENGER, AND HWA CANNOT EXCLUDE OR LIMIT THIS LIABILITY EXCEPT PURSUANT TO ARTICLE 20 OF THE CONVENTION.
 - b. WITH RESPECT TO DAMAGES THAT EXCEED 128,821 SPECIAL DRAWING RIGHTS, HWA WILL NOT BE LIABLE FOR DAMAGES IF HWA PROVES THAT:
 - i. SUCH DAMAGE WAS NOT DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF HWA OR ITS SERVANTS OR AGENTS; OR
 - ii. SUCH DAMAGE WAS SOLELY DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF A THIRD PARTY.
 - c. DELAY OF PASSENGERS: HWA'S LIABILITY FOR DAMAGE CAUSED BY DELAYS IS LIMITED TO 5,346 SPECIAL DRAWING RIGHTS PER PASSENGER, PROVIDED:
 - i. HWA SHALL NOT BE LIABLE IF IT PROVES THAT IT AND ITS SERVANTS AND AGENTS TOOK ALL MEASURES THAT COULD REASONABLY BE REQUIRED TO AVOID THE DAMAGE OR THAT

IT WAS IMPOSSIBLE FOR HWA OR ITS SERVANTS AND AGENTS TO TAKE SUCH MEASURES; AND

- ii. DAMAGES OCCASIONED BY DELAY ARE SUBJECT TO THE TERMS, LIMITATIONS AND DEFENSES SET FORTH IN THE MONTREAL CONVENTION.
- d. DAMAGE, DELAY, DESTRUCTION OF LOSS OF BAGGAGE: HWA IS LIABLE FOR DAMAGES SUSTAINED IN THE CASE OF THE DESTRUCTION, LOSS, DAMAGE OR DELAY OF CHECKED OR UNCHECKED BAGGAGE SUBJECT TO A LIMIT OF 1,288 SPECIAL DRAWING RIGHTS PER PASSENGER, AND ALSO SUBJECT TO THE FOLLOWING:
 - i. WITH RESPECT TO CHECKED BAGGAGE, THE EVENT THAT CAUSED THE DESTRUCTION, LOSS OR DAMAGE MUST TAKE PLACE ON BOARD HWA'S AIRCRAFT OR DURING ANY PERIOD WITHIN WHICH THE CHECKED BAGGAGE WAS IN THE CHARGE OF HWA;
 - ii. WITH RESPECT TO CHECKED BAGGAGE, HWA IS NOT LIABLE IF AND TO THE EXTENT THAT THE DAMAGE RESULTED FROM THE INHERENT DEFECT, QUALITY OR VICE OF THE BAGGAGE;
 - iii. IN THE CASE OF DELAY OF CHECKED BAGGAGE, HWA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY IF HWA, AND ITS SERVANTS AND AGENTS, TOOK ALL MEASURES THAT COULD REASONABLY BE REQUIRED TO AVOID THE DAMAGE OR THAT IT WAS IMPOSSIBLE FOR HWA OR ITS SERVANTS AND AGENTS TO TAKE SUCH MEASURES; AND
 - iv. WITH RESPECT TO UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS, HWA IS LIABLE IF THE DAMAGE RESULTED FROM ITS FAULT OR THAT OF ITS SERVANTS OR AGENTS.
- e. BAGGAGE GENERAL: WITH RESPECT TO BAGGAGE, PLEASE NOTE THE FOLLOWING:
 - i. ALL BAGGAGE CHECKED BY YOU SHALL BE CONSIDERED YOUR PROPERTY.
 - ii. A PARTICULAR PIECE OF BAGGAGE, CHECKED OR UNCHECKED, SHALL NOT BE CONSIDERED TO BE THE PROPERTY OF MORE THAN ONE PASSENGER.

- iii. UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS, IN YOUR POSSESSION AT THE TIME OF EMBARKATION SHALL BE CONSIDERED YOUR PROPERTY.
- iv. HWA IS NOT LIABLE FOR DESTRUCTION, LOSS, DAMAGE OR DELAY OF BAGGAGE NOT IN THE CHARGE OF HWA, INCLUDING BAGGAGE UNDERGOING SECURITY INSPECTIONS OR MEASURES NOT UNDER THE CONTROL AND DIRECTION OF HWA.
- v. IF YOU MAKE, AT THE TIME CHECKED BAGGAGE IS HANDED TO HWA, A SPECIAL DECLARATION OF INTEREST IN DELIVERY AT DESTINATION AND IF HWA, IN ITS SOLE AND ABSOLUTE DISCRETION, ACCEPTS SUCH SPECIAL DECLARATION AND YOU PAY A SUPPLEMENTARY SUM CHARGED BY HWA, HWA WILL BE LIABLE FOR THE DESTRUCTION, LOSS, DAMAGE OR DELAY OF SUCH CHECKED BAGGAGE IN AN AMOUNT NOT EXCEEDING THE DECLARED AMOUNT, UNLESS HWA PROVES THAT THE DECLARED AMOUNT IS GREATER THAN YOUR ACTUAL INTEREST IN DELIVERY AT DESTINATION.

NOTE: A SPECIAL DRAWING RIGHT (“SDR”) is a basket of currencies consisting of the Euro, the Japanese yen, the pound sterling, the Chinese renminbi, and the U.S. Dollar. As such, the value of the SDR changes daily as currencies fluctuate. The U.S. dollar value of the SDR is posted daily in the website of the International Monetary Fund. More information, including a conversion table, is available at www.imf.org.

THE FOREGOING “ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY” IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE CONVENTION. THE TERMS, CONDITIONS AND LIMITATIONS OF THE CONVENTION SHALL SUPERSEDE AND PREVAIL OVER THE FOREGOING. HWA RESERVES ALL DEFENSES AND LIMITATIONS AVAILABLE TO IT UNDER THE CONVENTION. IN THE EVENT OF A DISPUTE OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THE CONVENTION AND THIS *PASSENGER TERMS OF CARRIAGE*, AND INTERNATIONAL CARRIAGE IS INVOLVED, THE CONVENTION WILL CONTROL.

GENERAL



1. This *Passenger Terms of Carriage* is subject to applicable laws, regulations, rules and security directives imposed by governmental agencies. In the event of a conflict between this *Passenger Terms of Carriage* and such government laws, regulations, rules, security directives and their corresponding effects on HWA's operations, the latter will prevail.
2. Except as otherwise would be a violation of applicable law, HWA will not be liable for any consequential, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this *Passenger Terms of Carriage*.
3. The invalidity or unenforceability of any provision of this *Passengers Terms of Carriage* will not affect the validity or enforceability of any other provision of this *Passenger Terms of Carriage*.
4. **You agree that you will notify HWA of any dispute or claim arising out of or related to the air transportation covered by this *Passenger Terms of Carriage* by submitting your dispute or claim to HWA at Hillwood Airways, LLC, 1537 Heritage Parkway, Fort Worth, TX 767177 and allowing HWA 60 days thereafter to investigate and respond to your claim or dispute. Compliance with your obligations under the preceding sentence is a condition precedent to your right to commence or pursue any litigation, administrative or other proceeding against HWA.**