

# General Terms and Conditions of the German Private Jet Group AG

German Private Jet Group AG General Aviation Terminal (GAT) Flugplatz 7 - 9 D-44319 Dortmund Deutschland/Germany

## Preliminary remarks

The following General Terms and Conditions of the German Private Jet Group AG, hereinafter "GPJG", in its applicable version at the time of the conclusion of the contract, shall be an integral part of every contact with GPJG. Deviating or conflicting agreements are not recognised by GPJG, unless GPJG has agreed to their validity expressly in writing. These Terms and Conditions are applicable to users as well as to companies, unless a differentiation has been made with respect to this in the respective clause.

### 1. Conclusion of the contract

- a) A booking request or a request regarding other services as such, for the operation of a flight can be made orally, per fax, per email, per telephone or through similar media. The request made by a customer shall be checked by GPJG in detail. Subsequently, GPJG shall send the customer a booking or order confirmation per fax or email. The customer is obliged to immediately check the booking for correctness and to inform GPJG immediately of possible errors or deviations. No claim shall exist for the acceptance of later change requests.
- b) The contract between GPJG and the customer shall come into force at the confirmation of the customer's or of his agent's/representative's request; the text form of this shall be adequate. In urgent cases, an oral/telephonic confirmation shall also be adequate; however the confirmation must immediately follow, in text form. Until the order confirmation by GPJG to the customer, the services offered by GPJG are subject to confirmation of the availability of the aircraft and the crew and subsequent to that, to technical and flight-operational feasibility, the granting of all the traffic rights, the slots and other statutory approvals or requirements.
- c) The customer shall be required to provide GPJG, on demand, the names, addresses, dates of birth and valid telephone numbers and also photocopies of valid identification documents such as identity cards (within Europe) or passports or other similar documents for all the persons to be transported, at the time of the booking/the order; this document must contain, at least, the residential address of the respective person to be transported.

### 2. The service

- a) At the conclusion of the contract, the customer procures a service and/or transportation entitlement from GPJG for himself as well as for the third parties to be named by him. The transportation contract also covers the luggage of the passengers travelling unless anything otherwise is agreed. The entitlement to transportation covers the contracted flight, by the aircraft booked, along with the crew, from the agreed place of departure to the agreed destination. Services that are over and above these services

require a special agreement for whose form and conclusion, Point 1 of these General Terms and Conditions shall be applicable. An entitlement to transportation exists subject to the provisions of the technical and flight-operational feasibility, all the transportation rights, the slots as well as other statutory approvals or requirements.

- b) Firm deals, in legal terms, shall always require an explicit agreement and confirmation by us, whereby at least the text form of the same shall be required.

### 3. Fulfilment of the contract

GPJG is authorised to make use of third parties for the entire or partial fulfilment of the contractual obligations accepted by it. If GPJG or a third party contracted by it for the execution of the contract withdraws from the contract due to a cancellation of the aircraft, for technical or other flight-operational reasons or as a consequence of force majeure after the beginning of the flight or if GPJG cancels the contract for one or more of the above mentioned reasons, then the customer is only liable for that portion of the price for which the transport has already been provided.

### 4. Carriage of dangerous goods and other objects

No objects may be brought along that can cause danger to the aircraft or to the persons on board the aircraft. Every passenger is obliged to obtain information regarding the list of prohibited items that cannot be transported in their hand baggage or in their checked-in baggage. The customer can find further information and a list of the permitted and prohibited objects e.g. at <http://www.iata.org/whatwedo/cargo/dgr/> or <http://www.gpjpg.de/hazmat>. In the case that the passenger carries hazardous goods according to § 27 Para. 4 of the LuftVG (Air Traffic Act) on his person or in his luggage, in particular, weapons or similar objects, he shall have to inform the commander of the aircraft of the same prior to the start of the flight. The aircraft commander shall decide on the type of the transport and he is authorised to refuse carriage if danger to persons or the aircraft is to be feared. All objects, unwieldy luggage etc. shall only be permitted as hand baggage when substantial damage, contamination, endangerment of persons and aircraft parts or other impairments are not possible due to those.

### 5. The commander's authority to decide

- a) The aircraft commander is authorised to implement all the safety measures required, at all times. To this extent, he has full authority to decide about changes to the net carrying capacity and to the seating capacity, to the transport / the carriage of the passengers and the goods as well as to the loading, the distribution and the unloading of the cargo and luggage. In the same way, the commander shall make all the required decisions regarding if and in which way the flight will be operated, regarding the deviation from the proposed route and where a landing will take place.

- b) The commander is authorised to refuse to fly unregistered and unidentified and not identifiable persons

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as well as not to operate the flight right at the start or to immediately reroute the flight if the behaviour of passengers requires this, taking into consideration the safety aspects and in view of the personal rights of the fellow passengers and the crew. In the cases mentioned, GPJG's right to payment of the charter price continues to exist and the customer is obliged to pay possible additional costs incurred due to the measures taken.

### 6. Transport and travel documents

The transport documents shall be issued by GPJG. In order to do this, the customer must make available to GPJG a passenger list and all the required information and documents according to Point 1. c not later than 24 hours, or at another time specified by GPJG, before departure. The customer is responsible for the correctness and the completeness of these documents. Additionally, the customer is responsible for the passengers carrying with them all the travel documents required for entry and departure, such as passports, visas, vaccination certificates etc. The customer is liable for all the damage caused by the incorrectness and the incompleteness of his information and documentation provided or arising from late or improperly issued documents. The customer shall hold GPJG free of all costs that result from a customer not following all the laws of the countries from which and to which he is travelling, including the respective, applicable currency, immigration and health regulations. GPJG has the right to refuse to transport a passenger, without any compensation, if all the necessary travel documents are not presented.

### 7. Costs of unforeseen events / Payment

- a) The agreed terms of payment are based on the respective contract and are a result of confirmation of the booking or of the contract. Please note that GPJG may incur additional costs due to unforeseen events which will be passed on to the customer. These are, for example, expenses for de-icing and/or necessary hangarings, crew overnight stays in the case of unplanned stays, unforeseen weather events or route deviations at the customer's request, holding due to unforeseen events in the air and on the ground, VIP terminal surcharges at airports, additional charges for arrival/departure outside the opening hours of airports, etc. Such costs shall be charged to the customer in accordance with the expenses incurred by GPJG without surcharge. Longer flight times for reasons for which GPJG is not responsible, such as the necessary use of an alternative airport (redirection) due to weather conditions, customer requests, closure or other inaccessibility of the actual destination airport or due to other events, shall be charged to the customer to-the-minute on the basis of the original offer.
- b) For the organisation, execution and administration of additional services, such as limousine / transport services or conference rooms / hotel bookings, we charge a service flat rate of 10% of the oncharged third-party costs, but at least € 25.
- c) The fare includes snacks, hot and cold non-alcoholic beverages, landing, approach, parking and handling charges within the normal opening hours of the respective airport, accommodation costs for the crew, costs for

provision flights, crew costs and all fees under public law for the planned/booked route and departure time.

- d) For each reminder, GPJG charges the customer a lump sum of € 5.00.

### 8. Delays

- a) Liability for delays or other disruptions in the operation of the flight shall only be accepted if it is due to GPJG's own fault; the regulations of the Montreal Convention and the Warsaw Convention, in so far as they are applicable, shall remain unaffected by this.
- b) If the time in which the aircraft is made available to the customer according to the agreement is exceeded because the passengers, luggage or the cargo is not ready in time, because travel documents or other documents necessary for the transport are missing, or this is caused by other actions or omissions of the customer, his employees, representatives or passengers, then the customer is liable to pay compensation for all the costs incurred due to the delay that has been caused by the customer and the above mentioned persons (e.g. parking fees, fees of the respective airport etc.) as well as compensation for additional time on the ground and in the air. The customer is also obliged to compensate GPJG for all additional costs that are incurred through the non-operation or the delay of the flight.

### 9. Withdrawal / rebooking / cancellation

- a) GPJG can terminate the existing contract with immediate effect while ensuring all its rights arising from the contractual relationship, if there are significant reasons, such as:
  - When insolvency proceedings have been initiated against the assets of the customer
  - When the customer does not settle, prior to the provision of the service, the payment due according to Point 7.
  - When the customer does not provide the securities demanded
  - When force majeure prevents the execution of the flight or the
  - Foreign Office has issued travel warnings and safety instructions for the agreed destination which could put the aircraft or persons in danger.

In the cases given above, GPJG is not obliged to offer a flight at a later time. The right to assert claims for further damages remains reserved.

- b) A possible withdrawal by the customer shall require at least the text form. If the customer should withdraw from the service booked prior to the proposed date of the service, then the customer shall be liable for contractual penalties, as follows:
  - On principle € 750 in case of withdrawal/cancellation after signing the contract
  - In case of withdrawal/cancellation up to 120 hours before the start of the planned service (departure time) 15% of the agreed price, but at least € 750

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- In case of withdrawal/cancellation up to 72 hours before the start of the planned service (departure time) 30% of the agreed price, but at least € 750
- In case of withdrawal/cancellation up to 48 hours before the start of the planned service (departure time) 50% of the agreed price, but at least € 750
- In case of withdrawal/cancellation up to 24 hours before the start of the planned service (departure time) 60% of the agreed price, but at least € 750
- In case of withdrawal/cancellation less than 24 hours before the start of the planned service (departure time) 80% of the agreed price, but at least €750
- For already deployed service and after the beginning of the service, the agreed price plus the costs incurred for the withdrawal / cancellation shall be due to the full amount.

The above deadlines relate to the receipt of the declaration of withdrawal / cancellation by GPJG. The customer is responsible for its receipt by GPJG and is under obligation to provide proof of the same.

- c) In the case of a cancellation of a flight contracted by GPJG from a third party, the cancellation charges of the third party charter company shall be invoiced, in full. Further claims for compensation by GPJG remain expressly reserved.
- d) Rebookings regarding the time of the operation of a flight are free up to 24 hours before departure, after that, it is possible against a fee of Euro 250.00; this is subject to the availability of the aircraft and the crew as well as to the grant of the official approvals, landing, starting and traffic rights along with the technical and flight-operational feasibility.
- e) If the customer would like to fly to another destination in the framework of a rebooking, he may have to pay a higher price and, in such a case, immediately pay GPJG the corresponding difference due between the old and the new price of the flight. In any case, the customer is obliged to pay GPJG this difference in the price before departure, along with an additional processing charge of Euro 250.00.
- f) In the case that a rebooked flight is cancelled, cancellation charges according to Point 9. lit. b) shall be applicable.
- g) The cancellation and rebooking charges represent a lump-sum compensation, further claims by GPJG remain expressly reserved. If the customer is a user and not an entrepreneur in the sense of § 14 of the BGB (German Civil Code), he is reserved the right to provide proof that GPJG has not suffered any damage or has suffered significantly less damage than the amount of the lump-sum compensation.

## 10. Refusal to transport

GPJG can refuse to transport passengers and/or

their luggage, at its own discretion and while preserving all its rights, for important reasons; in particular, if the passenger, his mental, health, physical or other state, his behaviour or his luggage represents a danger to safety or may violate a legal regulation.

## 11. Liability

- a) GPJG is not liable for the cancellation, deletion or delay of flights unless GPJG is directly responsible for such cases due to gross negligence or intent. In such cases, GPJG is also not obliged to offer replacement services/flights. The provisions of the Warsaw Convention and the Montreal Convention shall remain untouched by this, to the extent that they are applicable.
- b) This exclusion of liability is applicable particularly in cases of force majeure and cases where GPJG is not responsible, such as impediments caused by official departments or other third parties (e.g. landing and overflight rights) or ordinances, embargoes, blockades, strikes, lock outs, war (even undeclared) or war-like events, internal disturbances, natural catastrophes, weather-related reasons as well as safety risks. GPJG is also not liable for the actions of other airlines, handling companies or their vicarious agents as well as for objects that have been left on board by the passenger. The liability for the loss of life, personal injury or injury to health shall be in accordance with statutory provisions. GPJG is not liable if all reasonable measures were taken to avoid damage or if taking those measures was not possible.
- c) In the same way, the exclusion and the limitation of liability of GPJG is also applicable to its employees, agents and vicarious agents as well as persons whose aircraft is being used by GPJG and includes their employees, agents and vicarious agents, as well.
- d) For damage to the aircraft or to the inside of the aircraft, the customer is unlimitedly liable, even without the proof of guilt of the passenger who has caused the damage. The same shall be applicable to the additional air crew who have been deployed by the customer. The customer's liability shall be applicable independent of a liability agreement between the customer and the passenger or the air crew deployed.

## 12. Applicable regulations

The charter contract and the execution of the transport is subject to the laws of the Federal Republic of Germany, in particular, to the Air Traffic Act and the regulations of the Warsaw Convention and the Montreal Convention (to the extent they are applicable) as well as to the EC regulation no. 2027/97 as amended by the EC regulation no. 889/2002 and also to these General Terms and Conditions. Compensation and assistance to passengers in the case of denied boarding or cancellation or long delay of flights will be provided according to EC regulation no. 261/2004.

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### 13. Other provisions

- a) Side agreements shall always require confirmation by GPJG and at least the text form shall be required for this.
- b) In as far as the customer is a businessman or a legal entity under public law, the sole place of jurisdiction for all legal disputes is agreed as Dortmund, Federal Republic of Germany.
- c) In the case that individual provisions of these General Terms and Conditions should be or become ineffective or null and void, then this shall not affect the effectiveness of the rest of the provisions. The parties agree that the ineffective or null and void provision shall be replaced by an effective provision that comes as close as possible to that one.

Dortmund, 01.01.2019