



## GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB)

The GTCB and all relevant legal regulations shall apply to all flights carried out by Avcon Jet AG (Carrier) or one of its partners and to any Charter Contract (any contract concluded between Carrier and Charterer regarding a flight). Charterer shall mean any contracting party who commissions Carrier to carry out a flight. Charterer includes any Passenger and its baggage carried on the regarding aircraft. Passenger is any person except flight staff who is transported on the basis of a flight contract concluded between Carrier and the Charterer.

The GTCB shall take priority in the event of contradictory general terms and conditions of business, or contradictions with Carrier's GTCB. The general terms of business of a Charterer shall not apply to the Carrier in any case. No verbal or collateral agreements shall be applicable, and shall neither restrict nor invalidate these GTCB. Any amendments shall only be valid if confirmed in writing by Carrier.

### 1. GENERAL

In case a Charter Contract is concluded, Carrier shall be obliged to provide the flight requested with a properly equipped and fuelled aircraft with crew, from the agreed point of departure to the agreed destination at the agreed time. Any services over and above this, must be agreed separately in writing.

In case that Charterer is not an aviation company, Carrier shall issue tickets for the transport of persons, and shall transport only the Passengers named on the tickets. The tickets shall be valid for the relevant flight, but may be extended in writing by Carrier. A ticket is any voucher entitling the Passenger to embark on a flight.

In case that Charterer is a "carrier" as defined by the Warsaw Agreement (e.g. an aviation company, travel agent), Charterer shall be responsible for issuing its own air and luggage tickets for all persons to be transported and their checked-in luggage, if no other arrangement has been agreed upon in writing with Carrier (if Charterer does not comply with this regulation or issues tickets incompletely or incorrectly, Charterer shall be obliged to indemnify Carrier for all claims which would have been avoided in case the passenger and luggage tickets had been issued properly).

Carrier shall issue an air freight bill for the transport of freight, and shall transport only the freight listed on the air freight bill. Neither tickets nor air freight bills are transferable without the consent of Carrier.

Passing on seats on routes of the 5th Air Transport Freedom or cabotage flights outside the European Community is bound to special permissions of the relevant authorities and shall only be possible after prior written agreement with Carrier.

Smoking may be prohibited on some of the Carrier's flights depending on the individual aircraft. Carrier shall serve drinks and food during the flight pursuant to its standards at all times of the day. Animals may not be transported without the express written permission of Carrier.

Carrier shall be entitled at any time to replace the aircraft by one or more other aircraft suitable for the flight, which is based on a Charter Contract concluded between Carrier and Charterer.

Carrier and the Captain of the regarding aircraft shall, at any time have complete discretion concerning what load may safely be carried and its distribution and as to whether or not the charter flight shall be undertaken and as to where landing shall be made and on all other matters concerning the operation of the aircraft. Carrier and the Captain of the regarding aircraft shall have absolute discretion to refuse to carry any Passengers for pressing reasons without any infringement of its rights. This shall apply particularly if their mental or physical condition or their behaviour may endanger safety or be in violation of legal regulations.

At its discretion, Carrier and the Captain of the regarding aircraft shall be entitled to refuse to transport luggage and freight without any infringement of its rights, especially if these represent a safety risk or may be in violation of legal regulations.

Under these circumstances, Charterer shall not be entitled to terminate the Charter Contract.

Only Carrier and the Captain of the regarding aircraft shall be entitled to decide such matters without consulting Charterer or any third parties and without any claims being made on Carrier as a result. Any additional costs incurred for such reasons shall be borne by the Charterer. (Carrier shall not be liable for any loss, damage, cost or claim of whatever nature arising from any such decision taken for any of such reasons).

## **2.SCHEDULE AND NONPERFORMANCE DELAY VARIATIONS AND DIVERSIONS**

Schedule shall mean a flight or any series of flights agreed between Carrier and Charterer including places of departure, places of destination, any stopping points, any departures and arrival times and any part agreed functions.

The times specified in an agreed Schedule and transport documents shall be subject to changes and are an approximate estimation only. Charterer shall at any time be entiteled to deviate from the Schedule if in it's opinion such deviation is advisable or necessary.

Carrier may cancel or delay a flight without being liable to pay any cancellation fee or compensation whatsoever in the event that the regarding flight cannot be performed or completed due to any cause beyond the control of Carrier, including - but not limited to - strikes, lock-out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil aviation authorities, Force Majeure, fire, flood, fog, frost, ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by public authorities, breakdown or accident to aircraft, or if the safety of Passengers and/ or property is deemed by the aircraft commander or Carrier's operational supervisors to be in jeopardy. In case of such cancellations Carrier shall be under no obligation or liability towards Customer beyond refund of the agreed charter price for such cancelled flight, or in case of cancellation of part of a regarding flight such part of the charter price relating to the cancelled part of the regarding flight.

Force Majeure applies to events which lie outside the sphere of influence of Carrier and are neither foreseeable nor avoidable by corresponding measures taken in their company, such as wars, civil unrest, natural disasters, strikes in outside and internal companies, etc., provided that they make it impossible to carry out a flight.

In the event of non-performance, partial performance or delay resulting wholly or partly from any Force Majeure or occurrence or any circumstances whatever beyond Carrier's control, Carrier shall use reasonable endeavors to perform or continue in compliance with the Schedule but otherwise shall have no liability towards Charterer.

Should there be any delays for which Carrier is responsible, Carrier shall be entitled to decide whether the Passengers will be conveyed by another means of transport, or whether they will be accommodated in hotels selected by Carrier until such time as the flight can be carried out. As far as the transport of freight is concerned, Carrier shall be entitled to decide whether to store the goods until the flight is carried out, or whether to find an alternative means of transport. Carrier shall only be liable for any additional costs thus incurred if Carrier has acted wilfully or with gross negligence.

If Carrier is unable to resume performance within a reasonable time after the due date Carrier may cancel the regarding Charter Contract with notice in writing to the Customer and shall be under no liability whatsoever towards the Customer in respect of such cancellation.

Should Carrier not be in a position to carry out or complete a flight as agreed for reasons not beyond Carrier's control, Carrier shall be entitled to provide another suitable means of transport for the entire flight, or for the uncompleted part of the flight. Carrier shall be liable for any additional costs incurred only if it has acted wilfully or with gross negligence.

If for any reason the regarding aircraft is diverted from any airfield of destination shown in the Schedule to another airfield the journey to the said airfield of destination shall be deemed to be complete when the aircraft arrives at the other airfield.

If the performance of the Schedule is prevented or delayed by any act or omission of the Charterer or the Passengers of the regarding flight or anyone in their control or acting on their behalf including any delay caused by the late arrival of the Charterer's or the Passenger's luggage, Charterer shall be liable towards Carrier for any additional costs incurred either by Carrier or its agents. Furthermore Carrier shall be entitled to cancel the flight without any infringement of their rights. In particular, Carrier shall not be obliged to provide a later flight.

In the event of such cancellation Charterer shall be liable for cancellation charges as provided in Art. 5. herein, as if notice of cancellation had been received.

Charterer shall be obliged to reimburse Carrier for any additional costs incurred as a result of such cancellation or delay.

Should it be partly or completely impossible to carry out a flight for reasons beyond the control of either Carrier or the Charterer, or if it should be delayed by more than 24 hours, Carrier shall be obliged only to refund a proportion of the price of the flight equivalent to the uncompleted part of the flight, to the exclusion of all other claims. If the flight also includes a return flight, regardless of the problems encountered on the outward flight, Carrier shall at all events be obliged to carry out the return flight provided the Passengers have reached their destination and Carrier is able to carry out the return flight on schedule.

### **3.CHARTER PRICE AND PAYMENT CONDITIONS**

Charter Price shall mean the amount payable to Carrier by Customer for services supplied under these terms herein.

The Charter Price shall apply to any agreed flight from the point of departure to the destination and shall include only:

- a) expenses for operating and maintaining the aircraft;
- b) reimbursement for the crew of the aircraft;
- c) insurance premiums;
- d) landing, parking and hangarage fees as well as ground crew and other airport fees for the aircraft (with the exception of de-icing charges).
- e) airport taxes for Passengers unless these are paid by the Passengers directly;
- f) checking-in of Passengers, their luggage or freight;
- g) standard catering during the flight in accordance with the arrangements made by Carrier;
- h) international route charges.

In particular, the Charter Price does not include:

- a) the cost of transporting Passengers to and from the airport and between airports and terminals;
- b) the cost of customs inspections, customs duties and other charges payable that do not include the charges mentioned above;
- c) further expenses resulting from alterations to the provisions of the flight contract requested by Charterer or as a consequence of changes made by Charterer,
- d) licence fees;
- e) additional costs due to any extension of the flying time by more than 15 minutes compared to flying time specified in the quotation, or caused by bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of Carrier;
- f) additional costs resulting from the necessity of flying to an alternative airport or of making a stopover their due to bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of Carrier;
- g) additional costs resulting from Force Majeure, in particular de-icing of the aircraft.

The costs, charges and fees included in the Charter Price are continuously subject to alteration, and Carrier shall therefore be entitled to take such alterations into account, and to increase the Charter Price to the extent necessary to accommodate these changes.

Unless otherwise agreed, the Charter Price shall be payable to Carrier no later than 6 hours before the start of the flight according to the payment conditions stipulated herein. The same shall apply to all payments and expenses not included in the Charter Price. Charterer shall be obliged to reimburse Carrier immediately for any expenses advanced by the latter on Charterer's behalf.

Carrier will not start with its preparatory operations (for example obtaining overflight approvals, etc...) regarding the Charter Contract, until the above mentioned Charter Price has been credited in its full amount on the regarding Carrier's account and the Charter Contract has been duly signed by Charterer and Carrier.

Carrier shall not be liable in any way for any delays, which may arise out of the fact, that the above mentioned Charter Price has not been credited to the relevant account in due time.

Any payments regarding the Charter Contract have to be transferred to the respective account in a way, that the whole amount due is credited on the respective account of Carrier without any deductions.

#### **4.OBLIGATIONS, LIABILITIES AND INSURANCES**

##### Charterer:

Charterer shall be liable for executing the Charter Contract even if Charterer is only acting as an intermediary. This liability extends to any damage to the aircraft caused by Charterer's representatives, employees and/or Passengers.

Charterer shall be obliged to inform Carrier immediately about any significant incidents, especially injuries to Passengers or damage to luggage that may occur during the flight. In the case of damaged freight, this must be done immediately after delivery of the freight, as Carrier shall not otherwise be held liable in any way.

Charterer shall be obliged to provide Carrier with all the necessary information about Passengers, luggage and freight in good time so as to enable Carrier to issue and deliver the necessary documents and declarations in good time with due consideration for the relevant regulations.

In particular, no later than 12 hours prior to departure Charterer shall be obliged to provide Carrier with a Passenger list that must also contain any special information.

Charterer shall ensure that Passengers have all the necessary travel documents, especially entry visas, etc. prior to the flight. Charterer shall also be responsible for ensuring that Passengers and/or luggage and/or freight comply with the travel and customs regulations and the legal and/or official entry conditions of the country of destination and the countries that will be overflown. Charterer shall be liable for all costs and damages arising as a result of failure to comply with these regulations, and shall therefore indemnify Carrier against them.

Provided this is explicitly agreed in writing, Carrier shall procure the documents and permits necessary for a flight in accordance with the legal and intergovernmental regulations and required to carry out the flight. Otherwise Charterer alone shall be responsible for these.

Charterer shall be responsible for the correctness and completeness of all information, and for any losses arising due to incorrect or incomplete information, and shall therefore indemnify Carrier against any such losses.

##### Carrier:

Carrier shall only be liable only under the conditions set forth herein.

Carrier shall be liable only for damage caused in the course of providing its own air transport services. In case, that Carrier is acting as a broker and such regarding flight is performed by a third party operator (subcharter), Carrier shall not be liable for any damage caused by the performance or non-performance of such third party operator. Carrier's liability shall under no circumstances be higher than the amount of the damage proven and the total amount of any compensation payable by Carrier shall under no circumstances exceed the maximum applicable liability limits.

Under no circumstances shall Carrier be liable for any consequential damage if such permits are not granted (e.g. flight, overflying or landing permits), provided that Carrier has applied for such permits in good time and in accordance with the documents and information provided by Charterer.

Carrier in any event shall not be liable if all reasonable measures have been taken to prevent damage, or if it is not possible to undertake such measures.

Under no circumstances shall Carrier be liable for indirect claim, consequential claim or compensation of a penal nature.

Carrier shall only be liable for damages for the occurrence, cause and extent of which proof can be produced.

The exclusion and limitation of Carrier's liability shall also apply analogously to all operational staff, employees and other persons whose aircraft Carrier uses, including their operational staff, employees and other persons.

Any claim for damages herein can only be made within the preclusion period of two years. This period shall be calculated from the date of the arrival of the aircraft at the destination, or from the date on which the aircraft should have reached the destination, or from the date on which the transportation was terminated. The method of calculating this period shall be determined in accordance with the law of the court applied to.

In particular the liability of Carrier shall explicitly be exempted in the event of damage attributable to Force Majeure, in the event of damage caused by third parties, in the event of damage directly or indirectly attributable to compliance with legal and/or official directions, provisions or regulations, in the event of damage due to a technical defect of an aircraft, in the event of damage resulting from failure to fulfil and/or defective fulfilment of the flight contract and not caused either wilfully by or through the gross negligence of Carrier, in the event of flights being changed or not carried out for reasons of safety, in the event of damage due to a necessary stopover or alternative landing not caused either wilfully by or through the gross negligence of Carrier and in the event of damage attributable to the lateness of Passengers and/or luggage and/or freight and not caused either wilfully by or through the gross negligence of Carrier.

Carrier shall at its own costs and expense maintain or cause to have maintained in full force and effect aircraft, passenger, baggage and cargo damage liability insurance covering the aggregate liability assumed by Carrier according to the applicable regulations. In case that an injured party is indemnified by an accident insurance, such injured party shall not be entitled to any damages towards Carrier up to the amount paid by the insurance of the injured party. Accident damages shall in any case be added to the liability insurance. Provided that a flight is carried out with another aircraft than one of the Carrier, the insurance and liability provisions of the transporting company shall apply.

If a Passenger is killed, bodily injured or otherwise damaged in his health on board of one of Carrier's aircraft or while boarding or unboarding, Carrier shall be obliged to indemnify the Passenger for such damage, provided that Carrier is responsible for such damage. Should a flight represent a risk due to a Passenger's age and/or state of health, Carrier shall not be liable for any damage attributable to these factors.

Luggage comprises any objects which a Passenger has entrusted to Carrier. Hand luggage comprises any objects which a Carrier Passenger carries with him.

Each Passenger shall be entitled to a luggage allowance of 20 kg and hand luggage of 5 kg. This shall not infringe the Captain's right to set a lower weight limit per seat for considerations of safety in individual cases.

Carrier shall be liable for delay, damage, destruction and/or loss of luggage only if caused wilfully or by gross negligence, and then only to the maximum limits specified in the applicable regulations.

Carrier shall not be liable for the loss of and/or damage to or the delay of fragile or perishable goods, or those unsuitable for air transport and not permitted to be carried by air, as well as valuables such as jewellery, money, shares, precious metals, documents and/or electronic equipment contained in a Passengers' luggage without the knowledge of Carrier.

Carrier shall not be liable for damage caused by objects contained in a Passenger's luggage. Charterer shall be liable for any such damage and will therefore completely indemnify Carrier against it.

Unless the injured party is able to prove the contrary, accepting luggage or goods without lodging a claim immediately shall be taken as proof that they have been transported in an orderly manner.

The costs and risks of loading and unloading the aircraft shall be borne by Charterer. Charterer shall be obliged to package the goods to be transported properly, and to provide sufficient fastening materials of suitable quality.

Carrier shall be entitled to use any transport capacity not utilized by Charterer for its own purposes. Charterer shall be responsible for ensuring that the goods to be transported are suitable for transport by air and that they do not contain items that might endanger the aircraft and/or persons, and that the transportation thereof is not forbidden by laws, regulations or other provisions in the country of destination or in any country that will be flown to or overflown during the course of the flight.

Carrier shall be liable to the sender or any third party only for freight damage occurring during transportation by air. However, this shall only apply if such damage is caused wilfully or by gross negligence.

Carrier shall not be liable to the freight dispatcher or any other third party.

Furthermore Carrier shall not be liable if the sender and/or receiver or any persons associated with them cause or contribute to such damage.

Under no circumstances shall Carrier be liable for any damage higher than the value of the goods specified in the shipping documents. The value of the goods must be proved in each case. In the event that goods are only partly damaged or incompletely delivered, Carrier's liability shall be reduced in proportion to the weight of the undamaged or undelivered part.

Carrier shall not be liable if the damage or loss of the goods transported is due to items contained therein. Carrier shall not be liable for goods that deteriorate or perish due to environmental influences or to the duration of the transport.

Such damage shall be borne by the owner and/or sender and/or receiver of such objects, and Carrier shall therefore be completely indemnified against it.

Carrier shall be entitled to remove or to destroy any goods representing a hazard to the aircraft, persons or other property without prior announcement and without any liability whatsoever.

## **5. TERMINATION AND CANCELLATION**

Carrier shall have the right to terminate the Charter Contract with immediate effect for pressing reasons without any infringement of its rights, in particular:

- if the Passengers do not arrive at the agreed time or if Charterer fails to provide the luggage or freight for the flight at the agreed time,
- if Charterer violates his obligations arising from the Charter Contract, in particular if he fails to pay the Charter Price in due time at the conditions stipulated herein;
- if insolvency proceedings are commenced against Charterer, respectively rejected due to lack of funds, seizure of Charterer's property is effected, or permission for prolongation of payments is given based on judicial or administrative proceedings or on Charterer's request for out-of-court composition with its creditors;

The following cancellation fees shall become payable with immediate effect should Charterer cancel the flight contract for any reason. Charterer shall advise Carrier in writing of his cancellation of the flight contract.

In this event, the following cancellation fees will be charged:

Until 10 days prior departure: 10% of the flight price, minimum 1.000.- EUR

9-7 days prior departure: 20% of the flight price;

6-3 days prior departure: 40% of the flight price;

3-1 days prior departure: 60% of the flight price

24 hours before departure: 80% of the flight price;

In the event of the journey not being made once flight services have already been provided: 100% of the flight price.

In case that Carrier acts as a broker and the regarding aircraft is provided by a third party (subcharter) the regarding cancellation fees and penalty charges of such third party operator shall apply.

## **6.GENERAL PROVISIONS, JURISDICTION AND APPLICABLE LEGAL REGULATIONS**

Any rights pertaining to any Charter Contract may not be assigned or transferred without the express written consent of Carrier.

Should any provision of these GTCB be or become void, this shall not affect the validity of the other provisions. Any invalid provisions shall be replaced by valid provisions that replace the invalid provisions as closely as possible.

Charterer shall be obliged to bring these GTCB to the attention of the Passengers and other involved persons and agree upon their applicability, and therefore to indemnify Carrier completely, and to represent these GTCB in such a way as if they had been agreed upon between Carrier and the Charterer's Passengers and other involved persons.

This Charter Contract, all changes and additional agreements shall be pursuant to the Austrian laws, with exception to its conflict rules (IPRG, EVÜ).

In the event of any dispute resulting from or in connection with this Charter Contract, the changes and additional agreements, the courts of 1010 Vienna, Inner City, competent as regards the subject matter, shall have exclusive jurisdiction.

Furthermore, applicable legal regulations hereto include the following agreements, laws, and regulations (as amended): the convention for the unification of certain rules relating to international carriage by air (Montreal Agreement), signed in Montreal on 28 May 1999; the convention on the unification of transport rules relating to international carriage by air (Warsaw Agreement), signed in Warsaw on 12 October 1929; the Warsaw Agreement, as amended by the Hague Protocol signed on 28 September 1955; the Warsaw Agreement, as amended by the Hague Protocol and the additional protocols of Montreal (1975); the additional convention of Guadalajara (1961); the Austrian Civil Aviation Act; EU Council directive 2027/97.

In addition to these GTCB, the stipulations of the Austrian Civil Aviation Act and EU Council directive 2027/97 as amended shall apply to all domestic flights.

Charterer is aware of the various legal and authoritative restrictions and obligations, which apply to commercial aviation and sheduled transportation services.