

General contract conditions of AIR HAMBURG

The conditions set forth hereinafter shall become part of the air charter agreement between AIR HAMBURG (hereinafter "AHH") and the Charterer. Different conditions may be valid provided AHH has given its prior written consent.

1. Services

The air charter agreement includes the carriage of the passenger's baggage provided AHH has been consulted before it is carried on board.

2. Carriage of dangerous objects

The carriage on board of dangerous objects according to § 27 (4) Luftverkehrsgesetz German Aviation Law (see Annex 1) is allowed, provided special authorisation from the German Secretary of Transportation in agreement with the Secretary of the Interior and all other necessary authorisations in order to carry arms have been provided.

3. Decision-making powers of the pilot in command

The pilot in command of the aircraft shall have the right to use all necessary safety measures at any time. It is his final decision whether certain passengers are permitted on board, where they shall be seated, whether certain baggage and cargo shall come on board, in which way the aircraft is operated, whether there will be a deviation from the route specified in the air charter agreement and whether a landing or stop-over landing is necessary.

In particular, the pilot in command shall be entitled to bar a passenger from entering the aircraft if AHH was not put on notice that that person will be on the flight.

4. Travel documents

The Charterer shall provide AHH with the necessary information and documentation about all passengers. Hence, the names of all passengers on board have to be recorded. The Charterer shall be responsible for the correctness and completeness of the information and documentation provided. He shall be liable for all damages resulting out of the incorrectness or incompleteness of the information and documentation he has provided or due to documents which have been provided too late or incomplete. Thus, the Charterer shall be responsible for the consequences of passengers who are travelling without obtaining all necessary travel documents like passports, visa or vaccination cards etc.

5. Replacement / Availability of the aircraft

5.1. AHH shall be entitled to use third parties in order to perform its obligations under the aircraft charter agreement, provided AHH uses its best efforts to obtain an aircraft which is equal to the one specified in the charter agreement.

5.2. AHH shall be entitled to deviate from the flight plan specified in the charter agreement and to change the capacity of seats due to special circumstances not caused by AHH.

5.3. AHH shall be entitled to use another aircraft than the one specified in the charter agreement provided it is an equal aircraft, if the aircraft specified in the air charter agreement is not available due to force majeure AHH shall be entitled to provide an aircraft of a lesser standard. If the Charterer does not agree to the aircraft of a lesser standard, AHH shall be entitled to provide an equal aircraft by way of subcharter. Any additional costs incurred through the subcharter may be charged to the Charterer.

6. The fare and conditions for the billing statement

6.1. The calculation of the fare follows the actual block hours which are calculated on the information provided by the Charterer whereas the following cost shall be included in the fare: a) the costs for operation and maintenance of the aircraft;

b) payments made to the crew of the aircraft; c) premiums

- for third party legal liability insurance

- for air carrier legal liability insurance (however, not beyond the limits set forth in the Warsaw Convention if applicable to the flight, or not beyond the limits set forth in the German aviation law);

d) fees for landing, parking or other ground handling; e)

check-in of passengers, their baggage and cargo;

f) catering services on board according to the usual VIP level;

g) passenger fees and taxes as long as they have to be paid by AHH according to the laws.

6.2. The fare shall not include any other cost, in particular no:

a) cost for carriage of passengers to and from the airport;

b) cost for visa, customs, airport and passenger tax or fees which become due in connection with passengers and their baggage or cargo as long as they are not included in 7.2. g);

c) cost for using the satellite communication system;

d) the flat rate for the crew staying overnight;

e) cost for anti-icing measures due to the weather;

f) value added tax;

g) cost for additional services with respect to changes of these conditions set forth above due to passenger wishes or changes that have become otherwise necessary.

6.3 Provided AHH has paid for cost listed under 6.2., the Charterer shall reimburse AHH immediately after receipt of an invoice.

7. Conditions of payment

Payment is due without deduction immediately after receipt of an invoice. The Charterer shall not be entitled to settle any outstanding amounts by way of set-off unless such right of set-off has been acknowledged by AHH or by the final decision of a court of law.

8. Delays

8.1 The departure and arrival times specified in the charter agreement are estimates. There can be delays due to technical or security reasons. AHH shall be liable for delays and other interruptions only if they were caused by AHH's negligence or wilful misconduct. The Warsaw Convention- if applicable – shall not be changed through this provisions.

8.2 Provided the scheduled departure is delayed and this delay is caused by the Charterer, its agents, its passengers, baggage or cargo, AHH may refuse the enforcement of the charter agreement and may charge the Charterer according to 10.3 in case the Charterer is not flying chain and the delays occur during the chain of flights..

8.3 If AHH does not claim its rights according to 8.2 AHH may charge a demurrage fee per running hour of delay, starting with the scheduled departure time at a rate of € 307.-.

9. Cancellation/cancellation fee

a) Cancellation until 48 hours before departure of the first leg, 10%, at least € 1.000,00.

b) Cancellation until 24 hours before departure of the first leg, 20%, at least € 1.500,00.

c) Cancellation less than 24 hours before departure of the first leg, 50%, at least € 2.000,00.

d) All incurred costs, including already performed empty legs, will be charged additionally, and must not be documented

by Air Hamburg Luftverkehrsgesellschaft mbH.

Cancellation fees are applicable for German VAT

10. Liability

10.1 AHH shall not be liable for any delay or cancellation of a flight scheduled according to the charter agreement due to war or warlike events, hostilities, riots or civil war, arrest, seizure, acts of government authorities or other persons, quarantine, strike or lockout (no matter if caused due to disagreements between AHH and its employees or a third party and its employees and whether it was caused due to negligence or wilful misconduct by AHH), caused by the airport authority or its employees, or other establishments at the airport or air traffic control; AHH shall not be liable unless the circumstances were caused through its negligence or wilful misconduct.

10.2 AHH, its board of directors, its employees and its agents shall be liable for losses, damages or delays only within the limits set forth in the German Aviation Law or the Warsaw Convention – if applicable. In the event the Warsaw Convention is not applicable, AHH's liability is governed by the German Aviation Law.

10.3 AHH's liability for loss or damage to baggage or other items brought on board by the passenger is limited to € 1.636.- per passenger. AHH shall not be entitled to claim these limitations of liability if the loss or damage was caused by the wilful misconduct or gross negligence or – in cases where the Warsaw Convention is applicable - if caused by purposeful conduct or reckless disregard of AHH.

10.3 No liability limitation shall apply in the event of death or bodily injury of a passenger a) with regard to Art. 22 (1) Warsaw Convention

b) with regard to the defence that AHH has taken all necessary measures to avoid the damage up to the first 100.000 Special Drawing Rights of any such claim.

c) Notwithstanding a) and b) AHH shall not be liable, if AHH is able to prove that the damage was caused by contributory negligence of the injured or killed person.

d) AHH shall pay at the latest, 15 days subsequent to the identification of the injured person an advance payment of at least 15.000 Special Drawing Rights in € per passenger death, in order to satisfy the most urgent economical needs. The advance payment shall not represent an acknowledgement of liability and shall be set-off with the amounts paid due to the possible prove of AHH's liability, however, the advance payment shall not be returned to AHH unless in case of

11.4. c) or in cases, where it can be proved that the person, who received the advance payment, caused the damage due her own negligence or contributory negligence or was not allowed to claim compensatory damages.

Unless paragraphs a) to d) state something different, the limitations of liability of the Warsaw Convention shall apply, provided the Warsaw Convention is applicable.

10.4 Pure economical or consequential damages, which are not caused through gross negligence or wilful misconduct by AHH are limited up to an amount of € 200.000.- per flight.

10.5 The Charterer shall be obliged to use all possible means to avoid or mitigate damages claims by passengers against AHH.

11. Reservations

11.1 AHH shall be obliged to perform under the charter agreement only as far as it is not prohibited by law and all necessary permissions by the relevant authorities have been issued.

11.2 Further, AHH shall be obliged to perform under the charter agreement only if AHH receives prior to performance the landing, starting and other air transportation rights which are necessary to fly to the destination countries. Provided AHH does not receive those rights AHH shall be entitled to withdraw from the charter agreement without having to pay liquidated damages.

12. Applicable law

12.1 The terms and conditions of the charter agreement shall be subject to and construed in accordance with the laws of the Federal Republic of Germany, in particular with the German Aviation Law and – if applicable – the Warsaw Convention.

12.2 The Charterer shall assure that every passenger has knowledge of the conditions stated herein.

13. Jurisdiction

The courts of Hamburg shall have exclusive jurisdiction to settle any dispute which may arise in connection with the legal relationships established by the air charter agreement or otherwise arising in connection with the air charter agreement.