

ALPINE FLIGHTSERVICE GmbH / ALPINE FLIGHTSERVICE AG

1. Terminology and application

1.1 "AFS" shall mean AFS Alpine Flightservice GmbH, Wallenmahd 23, AT6850 Dornbirn, Austria or AFS Alpine Flightservice AG, Staatsstrasse 44, CH9463 Oberriet, Switzerland.

1.2 "Customer" shall mean the contractual partner of AFS.

1.3 "Charter Agreement" shall mean the agreement forming the respective legal basis for a flight of AFS with the Customer.

1.4 "Charter Price" shall mean the total price forming the basis of the Charter Agreement and quoted therein. It includes the airfare, standard catering, as well as all obligations of AFS set forth in article 2.

1.5 "Airfare" shall mean the price calculated for the time between rolling away from parking position at the airport of departure until stopping in parking position at the airport of arrival.

1.6 "GTC" shall mean the following General Terms and Conditions of AFS.

1.7 The GTC shall apply to any conveyance of passengers and/or baggage or other freight. Any general terms and conditions of the Customer or other provisions that are inconsistent with these GTC shall be ineffective, unless an arrangement to the contrary is agreed in writing between AFS and the Customer.

1.8 Deviations from the GTC and/or amendments hereof shall be effective only subject to the written confirmation of AFS. Oral subsidiary agreements shall be ineffective. Any waiver of the written form shall be made in writing.

2. Rights and obligations of AFS

2.1 AFS shall be obligated to provide an aircraft maintained and equipped in compliance with the statutory regulations, as well as a crew qualified and authorized to perform the flight.

2.2 AFS shall be obligated to issue and/or obtain all documents and licenses required to perform the flight, excepting the passengers' personal entry and exit documents.

2.3 AFS shall be obligated to provide a standard selection of beverages and standard VIP Catering on all flights. The service will be in accordance with the flight time and catering infrastructure on ground. Individual wishes will be provided on board with surcharge. Depending on the technical equipment of the used aircraft cold or hot meals can be offered.

2.4 AFS shall be responsible for issuing a master ticket, which is provided by the respective crew prior to commencement of the flight, for all passengers and/or all the baggage and/or freight to be conveyed.

2.5 AFS shall be entitled to have flights performed by other airline companies entitled to do so. In this case, the performing airline company's aircraft used for this purpose shall have a standard similar to that of the booked aircraft.

2.6 AFS will convey a passenger only subject to his/her submitting complete and valid travel documents. AFS shall be entitled to refuse conveyance if the entry requirements of the country of destination are not fulfilled, or if the specific carriage document cannot be presented.

2.7 AFS may refuse and/or terminate prematurely the conveyance of a passenger and/or his baggage, in particular, if:

2.7.1 the aircraft, another passenger, or objects on board are put at risk;

2.7.2 the crew are hindered in exercising their duties;

2.7.3 instructions of the crew, especially with regard to smoking or the

consumption of alcohol, are not complied with;

2.7.4 conveyance is in breach of applicable laws, applicable regulations or requirements of the country of departure or destination, or the country that is crossed by the aircraft;

2.7.5 the passenger refuses checks of his/her person or his/her baggage, if such checks are required for reasons of safety;

2.7.6 the passenger cannot present and/or refuses to present valid travel documents;

2.7.7 the Charter Price, taxes, fees or extra charges as specified in article 7 hereof have not been paid; - the passenger opposes the safety-related instructions of the crew;

2.7.8 the passenger carries prohibited baggage with him/her.

2.7.0 the passenger is aggressive or very drunk

2.8 The captain of the aircraft shall be entitled to refuse the conveyance of passengers and/or pieces of baggage for reasons of safety, to postpone and/or abort departure for reasons of external influences ("Force majeure") such as bad weather, in particular, and to decide, when and where the aircraft is to land. AFS will not accept liability for any damage incurred by the Customer that may be caused by such a decision of the captain.

2.9 AFS shall be entitled to withdraw from the Agreement, if the licenses required to perform the flight have not been granted by any third party in spite of due application.

3. Rights and obligations of the Customer

3.1 The Customer shall be obligated to bring these GTC to the knowledge of all passengers, and the Customer shall make sure that the safety regulations contained herein are complied with by all passengers.

3.2 The Customer shall be obligated to provide AFS with all information required to perform the flight (such as the passenger list and other information regarding the passengers, baggage or freight, in particular) in due time in order to permit a timely issuing of the transport documents according to item

2.2. These data shall be provided not later than 48 hours before the scheduled departure, unless otherwise agreed upon in the Charter Agreement.

3.3 The Customer shall be responsible for the correctness and completeness of the data listed in item

3.2, as well as for all damages caused by incorrect or incomplete data.

3.4 The Customer shall be obligated to ensure that all passengers have got the required travel documents prior to commencement of the flight.

3.5 The Customer shall be responsible for seeing to it that all passengers and/or consignors of freight have observed the passport and customs regulations, the regulations of health authorities and all other pertinent laws and regulations in the countries where landing is envisaged.

3.6 Any costs and fines imposed as a consequence of non-compliance with these provisions, laws and regulations shall be borne by the Customer, and AFS shall be indemnified and held harmless in this respect.

3.7 All passengers on board of the aircraft shall follow the instructions of the crew.

3.8 Passengers shall appear at the airport in good time, but not later than 15 minutes before the scheduled departure, so as to ensure the timely departure and/or the use of a reserved slot.

3.9 The Customer shall see to it that no dangerous or prohibited baggage is taken on board.

4. Baggage and freight

4.1 To ensure that all the baggage can be taken on board, the Customer shall observe the following baggage limit per person: - Length: 1,300 mm / width: 600 mm / height: 400 mm - Maximum weight: 22 kg

4.2 It is at the discretion of AFS to additionally lower the above mentioned baggage limit, if this should be necessary for reasons of safety and/or for legal reasons because of the number of passengers or of the flight to be performed.

4.3 In addition to the pieces of baggage specified under item 4.1, hand luggage can be taken on board, provided such pieces can be stowed properly so they do not pose a safety risk.

4.4 The transportation of larger or heavier pieces of baggage than specified under item 4.1 shall be separately agreed upon in the Charter Agreement.

4.5 As regards the conveyance of freight, the loading and unloading of the aircraft will be performed at the Customer's risk and expense. The Customer shall be obligated to provide the lashing material required for transport.

4.6 AFS shall be entitled to use the part of payload not utilized by the Customer for its own purposes.

4.7 The transportation of animals has to be separately agreed upon in the Charter Agreement.

4.8 The transportation of hazardous material is prohibited on all flights of AFS.

4.9 The Customer, as well as all passengers of the aircraft, are not allowed to take along the following objects:

4.9.1 Objects that might endanger the plane, equipment on board, or people. This includes, in particular, explosives, compressed gases, oxidizing, radioactive, caustic or magnetizing material, highly flammable material, toxic or aggressive materials, and also all kinds of liquid substances, i.e. all objects or substances that are classified as hazardous material according to the provisions of the dangerous goods regulation;

4.9.2 Objects that are not suitable for transportation because of their weight, size or nature;

4.9.3 All kinds of weapons, especially fire arms, cutting or thrust. weapons, as well as containers under gas pressure that might be used for purposes of attack or defense;

4.10 Electronic devices shall be switched off or in flight mode if available before departure and landing.

5. Non-Performance or Delays

5.1 The scheduled times of departure and arrival are determined in the Charter Agreement. Such times are approximate times. AFS does not guarantee adherence to these times, and it reserves the right to deviate from the specified times, if circumstances for such deviation are beyond the control of AFS, or if this is necessary for reasons of safety, if there is a Slot or a technical problem.

5.2 In the event of delays that are caused by reasons for which AFS is responsible, AFS shall be entitled to use other means of transport to convey passengers and baggage and/or freight at the expense of AFS, or to accommodate them until the flight is performed.

5.3 In the event that the scheduled departure is delayed by more than 30 minutes because of the delayed arrival of passengers and/or because of missing or incomplete travel documents, the Customer shall be obligated to bear any extra costs arising because of the delayed performance of the flight. In case of delays of more than 60 minutes, AFS shall be additionally entitled to cancel the flight, and to claim the cancellation fees stipulated in article 7.6. If the customer informs AFS about a passenger delay at least 30minutes prior planned departure

if the following flight schedule allows and if EASA duty regulations permit AFS will NOT charge any fees for a delay. External costs (additional HOTAC, parking fees) will be invoiced on real costs.

5.4 AFS aims to enable changes of destinations desired by the Customer even at short notice; however, there is no right to demand such changes.

5.5 In the event that the destination airport cannot be approached for reasons of weather or for reasons that are beyond the control of AFS ("Force majeure"), the Agreement is deemed to be fulfilled when landing at the alternative airport is performed. Delays caused by such an event ("Force majeure"), have no effect on the contractual fulfillment and thus do not constitute any liability of AFS.

5.6 Also in the event that the departure airport cannot be approached for reasons of weather or for reasons that are beyond the control of AFS ("Force majeure"), the Agreement is deemed to be fulfilled when starting at the alternative airport is performed and the passenger is taken to the destination airport. Delays caused by such an event ("Force majeure"), have no effect on the contractual fulfillment and thus do not constitute any liability of AFS.

5.7 Notwithstanding point 5.5 and 5.6 and article 6. in the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of AFS including, but not limited to, the actions of third parties, labor difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, AFS shall use its reasonable effort to perform or continue the Flight Schedule but otherwise shall have no liability to Customer or any passengers for such non-performance or delay and any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage. Notwithstanding the foregoing the Customer shall be liable to pay AFS such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passengers' expenses and any additional charges payable by Customer pursuant hereto.

6. Liability

6.1 AFS will accept liability only for damage occurring during conveyance.

6.2 AFS has affected a passenger legal liability with an amount guaranteed per passenger of SZR 250,000.00, as well as insurance for baggage damage amounting to SZR 1,131.00 per passenger. If AFS is at fault, compensation will be paid for damage incurred up to this amount. Any compensation paid by the insurance is offset to the liability claims against AFS, and/or the claims for compensation against AFS will expire, unless this is excluded by law.

6.3 The liability of AFS shall be excluded, in particular, for:

6.3.1 damage caused by third parties;

6.3.2 all kinds of damage, costs and expenses incurred by the Customer because of non-performance on the part of AFS, unless such damage and/or expenses have been caused by gross negligence or with intent;

6.3.3 indirect and consequential damage, for which reason whatsoever.

6.4 The liability of AFS is based on the Montreal Convention dated 28.5.1999, as well as Regulation (EC) 2027/97 as amended by Regulation (EC) 889/2002, as well as the mandatory Austrian standards. According to this statutory basis, liability shall be limited to the compulsory limit.

6.5 AFS will not accept any liability for damage (especially loss of income and/or loss of profit as well as other pecuniary loss) incurred as a consequence of delays or non-performance caused by force majeure, bad weather conditions or third-party instructions, provisions or regulations that have made the performance of

the flight impossible for reasons of safety.

6.6 AFS will not accept any liability for damage (especially loss of income and/or loss of profit as well as other pecuniary loss) incurred as a consequence of delays of passenger, baggage or freight conveyances, or the required approach of alternative airports, unless such damage has been caused by AFS grossly negligent or willfully.

6.7 The Customer shall be liable for the performance of the Agreement, even if he/she acts as an agent.

6.8 The Customer shall be obligated to immediately notify AFS about any injury of passengers or damage to the baggage that occurred during conveyance by AFS, but not later than immediately after finishing conveyance. In case of non-compliance with this reporting requirement, AFS will not accept any liability.

7. Payment and cancellation

7.1 Unless otherwise agreed upon in the Charter Agreement, the Charter Price shall be payable within 14 days after conclusion of the Charter Agreement, but at any rate prior to commencement of the flight. All flight-related costs and fees that are not included in the Charter Price shall be payable within two weeks after presentation of the invoice by AFS.

7.2 In the event that the Customer has not paid the full Charter Price prior to commencement of the flight, AFS shall be entitled to withdraw from the contract and to keep and/or levy a cancellation fee according to the provisions specified below.

7.3 The Charter Price does not include:

- 7.3.1 call charges and data fees for use of the available infrastructure;
- 7.3.2 costs of conveyance of the passengers to and from the airport, as well as parking fees for the Customer's vehicle, unless expressly agreed in the Charter Agreement;
- 7.3.3 costs of any possibly required deicing of the aircraft for any operational reasons;
- 7.3.4 costs related with the procurement of personal entry and exit permits of the passengers;
- 7.3.5 individual catering wishes, unless expressly agreed upon in the Charter Agreement.

7.4 Any changes of costs included in the Charter Price arising after conclusion of the Charter Agreement and prior to commencement of the flight because of circumstances that are beyond the control of AFS (especially any increase in government fees or other expenses, increase in fuel prices of more than 5%) shall entitle AFS to pass on such additional costs to the Customer.

7.5 The Charter Price is a value assessed by AFS for the expected number of minutes by air on the basis of general principles of flight planning. However, it is agreed as a fixed price, so that there will not be any increase in the price for the Customer, even if the flight takes longer because of external influences that are beyond the control of AFS

7.6 In the event of a flight cancellation, AFS shall retain the security deposit in accordance with our cancellation policy as follows:

- Until 10 days prior departure 10% of the total agreed charter price
- Until 9 to 7 days prior departure 20% of of the total agreed charter price
- Until 6 to 3 days prior departure 50% of the total agreed charter price
- Until 2 to 1 day(s) prior departure 80% of the total agreed charter price
- 24 hours prior departure 100% of the total agreed charter price

7.7 Cancellation of the Charter Agreement must be made in writing to be valid.

7.8 All payments under the Charter Agreement will be made without any deduction, set-off, counterclaim, discount, abatement or withholding whatsoever.

7.9 If the Customer fails to pay AFS any sum due under the Charter Agreement, the Customer shall be liable to pay interest on the amount due at an annual rate of 5% above the base lending rate from time to time of Austrian National Bank accruing on a daily basis until payment is made, whether before or after judgment.

7.10 Unless otherwise specified the Total Price shall be deemed to have been earned at the commencement of the Flight or series of Flights to which it relates.

7.11 If the time between signing the contract and time of departure does not allow the money being transferred to the AFS account prior departure AFS may offer the customer to secure the flight with a reservation on his credit card. AFS accept Mastercard, VISA and Amex. The amount of reservation is the agreed amount under the charter agreement +5% for CC fees. AFS will release the total reserved amount immediately after receiving the payment from the customer.

7.12 Credit card payments are accepted. There will be an additional CC Charge of 5% of the agreed charter price.

8. Data privacy regulations

8.1 The Customer acknowledges that the personal data provided by him may be used by AFS for the purposes of booking of flights, issuing of tickets, and provision of board service, payment transactions, safety and immigration purposes, administrative purposes, statistical records, customer relations, as well as marketing purposes of AFS. The Customer may revoke such use of the data for the above mentioned purposes at any time in writing.

9. Final provisions

9.1 For disputes arising in connection with the Charter Agreement, any amendments or supplemental agreements, the competence of the court having jurisdiction as regards the subject matter in Feldkirch, Austria, is agreed. AFS shall be entitled to sue the Customer at the latter's general place of jurisdiction. All disputes arising in connection with the Charter Agreement, any amendments or additional agreements shall be governed exclusively by Austrian law, unless this is opposed by international standards.

9.2 In the event that one provision of these GTC should be or become ineffective, the effectiveness of all other provisions shall not be affected; ineffective provisions shall be replaced by effective ones that reflect the intended purpose as closely as possible.