

GENERAL CONDITIONS OF TRANSPORT OF ARCUS AIR GROUP

Valid as of April 22nd, 2025

Definitions

"Airport premium" is an additional fee for airports that are exclusive and therefore more expensive.

"Capacities" means the number of seats in the aircraft shown in the offer.

"Flight hour" is a reference to 60 Minutes. A flight time of 1 hour is charged for flights with a flight time of less than 1 hour for Customers.

"Montreal Convention" of 28 March 1999, implemented in the European Community by Regulation (EC) No. 2027/97 as amended by Regulation (EC) No. 889/2002 and by national legislation of the Member States.

"No Show" is the non-appearance of the customer for the flight.

"One-way flight" is a single flight (e. g. Nice (ICAO code: LFMN) to Paris Le Bourget (ICAO code: LFPB) or a combination of flights with different destinations (e. g. (e. g. Nice (ICAO code: LFMN) to Paris Le Bourget (ICAO code: LFPB) and Paris Le Bourget to Zurich (ICAO code: LSZH)).

"Phenom-300 Customers" means passengers carried by the EMB Phenom-505 ("Phenom 300") flight model.

"Regular Fare" is a flight fair based on the regular flight price scheme of AA.

"Roundtrip" is a flight-leg of two flights with identical routing details back and forth (e. g. Nice (ICAO code: LFMN) to Paris Le Bourget (ICAO code: LFPB) and Paris Le Bourget to Nice).

"SDR" Special Drawing Right is an artificial currency set by the International Monetary Fund. Its value is based on a basket of five currencies – the U.S. dollar, the euro, the Chinese renminbi, the Japanese yen and the British pound sterling.

"Ticket Price" is the total price for an air transportation including the transportation price (flight time spend) plus positioning fees plus airport premium and additional fees (overnight fees).

"Warsaw Convention" of 12 October 1929, implemented by its member states on 13 February 1933.

1. Scope of application and applicable legal standard

The following general conditions of transport of Arcus Air Group (the "GCT") of Arcus-Air GmbH & Co.KG, Berliner Allee 31, 66482 Zweibrücken, Germany („AA") form an integral part of all contracts of transport (the "Contracts") between AA and the customer (the "Customer"), subject to any mandatory Applicable Standard (as defined hereafter).

These terms and conditions apply regardless of whether the contract between the Customer and AA has been concluded through an intermediary or directly.

All Contracts and the services provided by AA thereunder are subject to international and national laws and regulations, in particular to the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999, the "Montreal Convention") and the Convention for the Unification of Certain Rules relating to International Carriage by Air (Warsaw, 12 October 1929, the "Warsaw Convention"), as applicable, as well as all other applicable national and international rules and regulations, operational standards of the aircraft operator and the restrictions as required by the insurers (the "Applicable Standard").

2. Booking Details and Aircraft

A contract is formed when AA submits an offer (the "Contract Offer") based on the information provided by the Customer or through an intermediary (such as departure and destination locations, dates and approximate times, number of passengers, and baggage information) and the Customer accepts such an offer. The flight times specified in the contract offer are decisive for the calculation of the preliminary fare (the "Ticket Price" or "TP"). The customer shall accurately report the capacities and weights shown. These are the basis of the contract and the subject of the contract of carriage.

AA does not operate own aircraft but subcontracts and arranges for the operation of the contracted flights by an affiliate of AA. The same applies for additional services (such as special catering or ground transportation) arranged for upon the Customer request. In the event that the offered or booked aircraft is not available due to reasons beyond AA's reasonable control or for technical reasons, AA is entitled to substitute the aircraft with an aircraft suitable for the chartered journey within its fleet. Should AA be unable to complete the agreed flight due to reasons beyond AA's reasonable control or for technical reasons, the price of the flight shall be reduced pro rata in accordance with the extent to which the flight was completed.

3. Limitation of liability and representations

The provisions of this subsection apply regardless of whether Phenom-300 customers or other customers are involved. They apply to all contract initiations, contract executions and contract settlements that have taken place in connection with planned or performed air transportation on an aircraft operated by AA.

3.1. General Limitation of liability and representations

Carriage is subject to the liability regime of the Montreal Convention.

If the injured party's fault contributed to the occurrence of the damage, the standards of the respective applicable national law shall apply with regard to the exclusion or reduction of the obligation to pay compensation in case of contributory fault of the injured party.

Legal actions for damages under the Montreal Convention must be brought within two years from the date of arrival of the aircraft or the date on which the aircraft should have arrived or on which the carriage was interrupted.

3.2. Compensation for death and personal injury

There are no maximum amounts for liability in case of death or bodily injury of passengers. For damages up to 128,821 SDRs (approximately 150,000 EUR), the carrier cannot raise fault-based defenses to claim damages. Claims exceeding this amount can be averted by the carrier by proving that neither he himself nor his staff acted negligently or otherwise culpably and that no negligent or otherwise culpable omission was the cause.

If a passenger is killed or injured, the Carrier shall make an advance payment to cover immediate economic needs within 15 days after the person entitled to compensation has been identified. In the event of death, the advance payment shall not be less than 16,000 SDRs (approximately EUR 19,000).

3.3. Destruction, loss or damage of baggage

In the case of Checked Baggage, AA shall be liable regardless of fault, unless the Baggage was already damaged beforehand. In the case of Unchecked Baggage, AA shall be liable only for our own culpable conduct and that of our staff.

AA shall be liable for the destruction, loss or damage of Baggage up to an amount of 1,288 SDRs (approx. 1,500 EUR). A higher limit of liability applies if the passenger makes a special declaration of interest in the amount of the Checked Baggage at the destination and pays the required surcharge at the latest at the time of check-in. In this case, the agreed amount shall be the limit of liability, unless the Carrier can prove that the agreed amount is higher than the passenger's actual interest in delivery of the checked baggage at the destination.

If the Customer accepts the Checked Baggage without reservation, it shall be presumed, unless proven otherwise, that it has been delivered in good condition and in accordance with the contract of carriage. In the event of damage to, loss or destruction of Baggage, you must notify the Carrier in writing or text form as soon as possible. In the case of damage to baggage, any claim is excluded if the person entitled does not notify the carrier immediately after discovery of the damage, but in any case, no later than seven days after acceptance of the baggage in the case of checked baggage. This shall not apply if the Carrier has acted fraudulently.

AA shall not be liable for damage caused by objects in your Baggage unless we have caused such damage by gross negligence or willful misconduct. If these items cause damage to another passenger's Baggage or to our property, you shall indemnify us for all damage and expenses resulting therefrom.

3.4. Delay in the carriage (Passengers and Baggage)

AA shall be liable for Damage caused by delay in the carriage of passengers and Checked Baggage, unless we and our people took all reasonable measures to avoid the Damage or it was impossible for us and our people to take such measures.

3.5. Limits of liability for damage caused by delay

The liability for damage caused by delay in the carriage of passengers is limited to 5,346 SDRs (approx. EUR 6,000). The liability for damage caused by delay in the carriage of baggage shall be limited to 1,288 SDRs (approx. 1,500 EUR). A higher limit of liability shall apply if the passenger makes a special declaration of interest in the amount of the checked baggage to be delivered at the destination at the latest at the time of check-in and pays the required surcharge. In this case, the agreed amount shall be the limit of liability, unless the Carrier can prove that the agreed amount is higher than the passenger's actual interest in delivery of the checked baggage at the destination.

In case of damage caused by delayed delivery of baggage, the Customer shall notify the Carrier in writing or text form as soon as possible. In the case of damage caused by delay, any claim shall be excluded if the person entitled does not report the damage within 21 days after delivery of the baggage at the latest. This does not apply if the carrier has acted fraudulently.

If the injured party's fault contributed to the occurrence of the damage, the amount of the claim for damages shall be reduced in proportion to the injured party's contributory negligence. In particular, the injured party is obliged not to increase the damage caused by his loss of luggage or the delayed carriage of his luggage by unreasonable substitute purchases.

4. Flight times and required permits

AA is committed to arranging for the transportation of passengers and their baggage in an efficient manner and on time. The flight times calculated by AA are based on the performance of the aircraft under regular circumstances. However, AA may at its sole discretion change the flight times or other flight parameters due to the influence of unfavorable weather conditions experienced on the day of the flight, unforeseeable technical failures, ATC restrictions, strikes or other causes, in particular Force Majeure, which AA cannot be held responsible for. Force majeure means, for example, pandemics, war, severe weather, flight bans, official orders or similar circumstances. Considering flight safety, the departure and arrival times stated in the Contracts cannot be guaranteed and AA does not guarantee, nor does it assume any liability for meeting connecting flights. All obligations assumed by AA under the Contracts are conditional upon receipt and continuing validity of all necessary landing permits, off-field landing permits, approvals to fall below the minimum safe altitude, slots and other required

permits for the flight. If such permits are necessary, but have not been granted, AA shall not be held liable unless the reason for the refusal of the permissions has been self-inflicted.

5. Travel documents and entry requirements

The Customer is responsible for ensuring that he or she and all passengers have all the necessary valid travel documents and visas required (the „Travel Documents“) at the destination or any stop-over. AA is not responsible for the observance of regulations governing the entry of passengers. The Customer is aware that AA will not verify the validity and sufficiency of Travel Documents and waives the defense of contributory negligence (*Mitverschulden*). If AA is required to pay fees for missing or invalid Travel Documents or visas, the Customer agrees to hold harmless and indemnify AA in this regard.

5.1 Special requirements and passenger duties on flights to or from the UK

According to the UK Border Police, AA is obliged to submit specified information about the flight and the passengers on board (GAR). The information required must be submitted no earlier than 48 hours and no later than 2 hours prior to the expected time of departure.

As from 2025, anyone traveling to the United Kingdom will need a UK ETA (Electronic Travel Authorisation), regardless of the purpose of the visit. You must apply for a UK ETA before you travel, unless you are exempt.

All passengers are responsible for fulfilling the requirements of UK Government & Border Force.

Please check the websites of the UK-Government & Border Force for further information.

Any additional cost that incurs due to passengers not acting according to the regulations of travelling to or from the UK will be fully charged to the passenger.

6. Ticket Price

Unless otherwise agreed in writing, the ticket prices are calculated as individual Contract Offers. The Contract Offers are limited in time. The Ticket Price does not include the following charges:

- incidental fees;
- insurance surcharges for countries that are excluded from regular insurance;
- cost of delays or alternate landing and associated accommodation costs caused by bad weather or decisions made by air traffic control and/or other authorised authorities;
- cost of waiting times;
- de-icing fees;
- special catering;
- necessary accommodation costs of the flight crew;
- cost for limousine transfers, taxi, etc.

Any taxes, fees or other charges imposed by governmental, municipal or other authorities or by the airport operator in respect of passengers or for their use of services are payable by Customers in

addition to the Regular Fare. Unless otherwise agreed, the Ticket Price must be paid prior to departure. AA is entitled to withhold its services until the TP in full has been paid.

If wages, salaries, operational costs (in particular fuel prices), government levies, fees and taxes, etc. increase after the order has been confirmed or during the Contract period, the Customer shall compensate AA, upon presentation of written documentation thereof, provided the increase is more than 3% of the respective matter of expense and the period between conclusion of the Contract and the operation of the flight is more than 2 months (the „Final Ticket Price“).

7. Cancellation charges

For cancellations of flight bookings, the Customer is charged as follows:

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| a. From booking until 15 Full Days before Takeoff Time: | 5% of the Ticket Price |
| b. Thereafter until 6 Full Days before Takeoff Time: | 20% of the Ticket Price |
| c. Thereafter until 72 hours before Takeoff: | 50% of the Ticket Price |
| d. Thereafter until 24 hours before Takeoff: | 80% of the Ticket Price |
| e. Less than 24 hours before Takeoff or No Show: | 100% of the Ticket Price |

The Customer has the right to prove that the damage for AA is less than the above percentages and AA has the right to prove that the damage is higher. If, in the case of flights with multiple destinations, the flight cannot be continued for reasons AA cannot be held accountable, the portion of the flight completed must be paid for. The respective costs are calculated and/or reduced in relation to the scheduled flight time and the actual flight time, plus all necessary positioning and return flights. If, due to bad weather, an alternate airport must be used or if additional accommodation, etc. is required, the additional costs must be paid separately by the Customer.

8. Alteration of flight

AA will do its best to accommodate the Customer requests to alter a flight reservation (including but not limited to a change of route, an extension of flight time, a new or additional destination or a change in the number of passengers, payload, etc.) and therewith the respective Contract, provided it is operationally feasible and any resulting additional costs are borne by the Customer. However, AA is not obliged to accept the amendment of the Contract, whereupon the Customer can cancel the Contract subject to Clause 7.

9. Delay of passenger

AA is obliged to wait for passengers for up to 30 minutes after the scheduled departure time (the "Grace Period"). If the passengers do not show up within the Grace Period, AA has the right to cancel the flight according to Clause 7. The flight is then classified as a "No Show" and must be paid for. AAPJ endeavors to wait for passengers longer if the Customer notifies AA of the estimated delay of the passengers until expiry of the Grace Period. However, AA is not obliged to wait for passengers for longer than the Grace Period and may exercise its right to cancel the flight according to Clause 8 in its

sole discretion, e.g. in order to operate flights from other orders or to meet any other obligations or business needs. In the event, AA waits for longer than the Grace Period, AA is entitled to charge the Customer for any additional costs incurred in connection with the delay.

10. Luggage Requirements

10.1. General

Items of luggage that are of non-standard size (bulky items) can only be transported if this has been separately agreed and in case, provided luggage- items may be safely stored and loaded without technical equipment. For each passenger, one suitcase (checked baggage) and one carry-on bag (cabin baggage) with IATA-standard dimensions of 55 cm x 40 cm x 20 cm can be carried without prior agreement. Pets can be carried in the cabin, if agreed in advance with AA.

10.2. Weights

The maximum weight of a passenger's luggage is limited to 96kg. The extra weight of one passenger's luggage cannot be offset against the lower weight of another passenger's luggage. Excess weight must be separately agreed. If the excess weight is only evident when the passenger arrives at the departure location and if due to the excess load the flight can only be operated by leaving a passenger or luggage behind, the Customer is still obliged to pay the full fare. If the flight cannot be operated due to the weight or if the Customer does not wish to proceed, he/she will be treated as in the case of a „No Show“ according to Clause 8.

10.3. Prohibited items in general

For security reasons, passengers are prohibited from carrying items/materials included on the IATA List – Dangerous Goods Regulations. A copy of this list (LIST OF PROHIBITED ARTICLES) is attached hereto in the most recent version known to AA. AA reserves the right to refuse the carriage of other dangerous objects. Passengers are not permitted to carry prohibited items into security restricted areas and on board of the aircraft.

10.4. Provisions for dangerous goods

Passengers are obliged to assure that both, checked and carry-on luggage comply with the IATA Dangerous Goods Regulations, as attached hereto in the latest version known to AA, that operator approval is given for items that require such, and that the pilot in command is informed 7ft he location of items that require such.

10.5. Additional restrictions Embraer ERJ145 (EMB145)

Divergent from the IATA DG regulation, the following items must not be in checked baggage:

- Batteries in general and especially lithium batteries, PED's
- Alcoholic beverages > 24% Vol.
- Ammunition, light flammable items and materials

11. Personal data

The Customer is aware that AA collects and stores personal data related to the travel of the passengers during the booking and reservation of a flight and the Customer hereby authorizes AA on behalf of all passengers to transfer such data to authorities of countries, which request such data for security and/or immigration purposes or any other third party subject to the Applicable Standard. Thus, the Customer is aware and hereby irrevocably agrees that this data could be transferred to countries where data protection is not provided to the same extent as under German law.

12. Deficiencies and set-off

Claims for deficiencies in the operation of the flight must be asserted or notified in writing immediately after the flight. The Customer hereby waives any claims for deficiencies out of or in connection with the Contract or the air transportation not asserted later than 2 months after the flight. An action for damages may only be brought within a preclusive period of two years. In both cases, the period begins on the day on which the aircraft arrived at the destination or on which it should have arrived or on which the carriage was interrupted. The Customer agrees that all payments due by the Customer under the Contract shall be made without a right to set-off, unless agreed otherwise in writing with AA.

13. General provisions

The Customer shall not assign any of its rights under or in connection with the Contract without the prior written consent of AA, whereas AA may assign, transfer or otherwise deal in all or any of its rights and obligations under the Contract at its sole discretion. Nothing herein and in the Contract shall constitute a partnership between or joint venture by the Customer and AA or constitute either to be the agent of the other. Should any provision of the GCT be or become illegal, invalid or unenforceable in any jurisdiction, then that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of the GCT, nor the legality, validity or enforceability in any other jurisdiction of that or any other provision. In case of any discrepancy between the GCT and any translated versions, the German version of these GCT shall prevail. Any modification to the GCT or deviation thereof is only valid if agreed in writing.

AA reserves the right to amend these GTC. AA will notify any changes no later than 14 days prior to the new effective date.

14. Governing law and place of jurisdiction

This contract is subject to the laws of the Federal Republic of Germany, excluding the United Nations Sales Act. The place of jurisdiction for all legal disputes arising from or in connection with this contract is Frankfurt am Main.