

General Terms and Conditions to the Booking Confirmation/Charter Contract of DAS Private Jets GmbH (Issued 01.01.2018)

1. Performance of the flight

1.1 All offers, charter contracts, booking confirmations and services on the basis of any orders by our customers/broker shall be governed by these general terms and conditions.

1.2. The execution of the flights depends on flight operability (actual weather conditions, airport opening hours, air traffic control, slots) and – if necessary – over flight and landing permissions. In case that Slots, permissions or other above-mentioned circumstances make the flight impossible to perform DAS Private Jets GmbH will search for the best solution for the end-customer to the best of its knowledge and judgement. Potential additional costs will be compensated to DAS PRIVATE JETS. If possible, the customer will be involved in the decision making.

1.3 Should the return flight, for whatever reason, be delayed in such a way that landing of the aircraft at the home airfield quantities (EDTM) before 22:00 LT is no longer possible, the customer / broker will have to cover the landing fees of the aerodrome on which the aircraft is parked and a crew overnight fee of € 1,000.00.

1.4 All additional services, such as VIP transfer, extra catering and the like, are not part of the Standard Charter contract if they are not listed separately in the offer and are therefore to be paid additionally.

1.5 If, for technical or weather reasons, as well as strike or other reasons, or force majeure, a flight cannot be carried out, there is no liability on the part of DAS Private Jets GmbH. In particular, any claims for damages are excluded. However, Private Jets GmbH will endeavour to organize a replacement flight in this case.

1.6 Any changes to the timetable by the customer must be communicated to us in writing no later than 19:00. The pre-registration time must be at least 12 hours between the receipt of the flight change notification and the actual departure. Any changes that are communicated to us at a later date cannot be considered.

2. Communication via e-mail

The communication between the parties of this contract via e-mail is to be carried out solely via the e-mail address: info@das-private-jets.com

The communication between the parties of this contract via the phone is to be carried out solely via +49 7572 7675500.

3. Cancellation and Cancellation Policy

For cancellation carried out by the customer/broker before the departure time at the first location of the flight (beginning of the tour) agreed in the contract, the customer/broker has to pay the incurred charges and cancellation fees as follows:

3.1: After the signing of the contract: incurred charges for services of third parties (e.g. for handling, flight planning, permissions, catering, crew visa, crew, and hotel) as charged by the third parties but at least **€ 500,00**. **In case of no possibility of a substitute flight, a compensation of 5% is to be paid.**

3.2: 48 h – 36 h: charges subject to 3.1 plus 30% of the all-round price but at least **€ 500,00**

3.3: 36 h – 24 h: charges subject to 3.1 plus 50% of the all-round price but at least **€ 750, 00**.

3.4: 24 h – 12 h: charges subject to 3.1 plus 60% of the all-round price but at least **€ 1.000,00**

3.5: less than 12 h: charges subject to 3.1 plus 70% of the all-round price but at least **€ 1.500,00**

The confirmed in the Charter Agreement departure times are binding for both parties. These may be set to a later time if the flight operational circumstances are present, e.g. Slots or weather conditions.

Changes by the customer are possible up to 1 hour. Any other changes in time are only possible with the previous approval of DAS Private Jets GmbH. Especially not pre-agreed delays of more than 1 hour will be considered as a cancellation by DAS Private Jets GmbH.

4. Language of the contract

Our contracts with the customer/broker shall be made exclusively in German or English language.

5. Payment policy

5.1 Unless expressly otherwise agreed by us, all flights by us shall require advance payment (to be made in the manner specified in our booking confirmation/charter contract).

5.2. In the event that we have agreed to payment after execution of the flight, our invoices shall be due and payable by the customer/broker within 8 days upon the execution of the flight. Thereafter the customer/broker is in default.

5.3 The customer/broker shall have no right of set-off or retention, except to the extent that counterclaim has not been disputed by us or been determined by a final and binding decision.

6. Catering policy

We are offering on all our flights three types of catering. Unless we have received your special order by the time of booking, we include our standard catering in the offer.

6.1 Basic Catering

Our basic catering includes bagels, croissants, snacks, coffee, tea, soft drinks, beer, wine, pearl wine. The basic catering will be served in paper boxes or paper bags. The basic catering will be offered free of charge and only on the flights with the flight time under 1 hour.

6.2 Standard Catering

Our standard catering includes selection of sandwiches, canapés, wraps, salads, sliced fruit, dessert and all kind of soft drinks, coffee, tea, juice, beer, wine, pearl wine. Small bottle of Champagne(0,5l) could be offered on special request. The standard catering will be served on the standard Atlas rack. Please be aware of that only cold catering is possible.

Catering fee for standard catering:

€ 50,00 per person/ per leg
€ 60,00 delivery fee

6.3 Exclusive Catering

Our exclusive catering aims to achieve your personal catering preferences. Please be aware of that only cold catering is possible. Our exclusive catering will be served on Chinese porcelain plates; all kind of drinks are included. Champagne and Premium wines are included.

Catering fee for exclusive catering:

€ 120,00 per person/ per leg
€ 95,00 delivery fee

7. Miscellaneous

7.1 We may save and process any data relating to the customer/broker, to the extent necessary for the purpose of the execution and implementation of the charter contract and as long we are required to keep such data in accordance with applicable law.

7.2 The contract existing between us and the customer / broker is subject to the law of the Federal Republic of Germany subject to compelling international private law regulations.



7.3 Severability clause: Should individual provisions of this contract prove to be invalid, ineffective or unsatisfiable, this shall not affect the validity, effectiveness, and fulfilment of the remaining parts of the contract. In this case, the parties undertake to replace the invalid, ineffective, or unenforceable part of the contract with a valid, effective and fulfillable provision that comes closest in content to the original intention of the parties.

7.4 The courts for D-88512 Mengen shall have exclusive authority in respect of all disputes arising out of or relating to the relevant contract.