



## GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB)

### 1 APPLICABILITY

The following General Terms and Conditions of Business of Eurosystems Trade Warenhandels GmbH (in the following “**EURO FLIGHT**”) in the relevant version at the time of conclusion of the contract shall be an integral part of each agreement with EURO FLIGHT. No verbal or collateral agreements shall be applicable, and shall neither restrict nor invalidate these General Terms and Conditions of Business (in the following “**GTCB**”). Any amendments shall only be valid if confirmed in writing by EURO FLIGHT.

The GTCB apply to all natural person/ legal entities/ partnerships with legal capacity in the private or public sector unless otherwise stated in the relevant provision.

“**Charterer**” means in the following the person who book(s) a flight with EURO FLIGHT and who is/are therefore the only contractual partner of EURO FLIGHT. “**Passenger(s)**” mean(s) in the following the person who are on board the aircraft operated by EURO FLIGHT or a third party operator according to Section 3 of these GTCB.

- 1.1. A charter contract shall come into existence upon reconfirmation (signing) of the part of the Charterer of the charter quote received from EURO FLIGHT, in good time and writing.
- 1.2. Following receipt of an inquiry from a charter customer, EURO FLIGHT shall verify the availability of aircraft and crew. If aircraft and crew are available, EURO FLIGHT shall submit a non-binding offer in writing. The offer shall specify the key details of the corresponding flight (flight times, aircraft type, destination and included and excluded costs). If the Charterer confirms the information in the offer – *in writing* – and wishes to place a booking, Charterer shall return the signed charter quote within the defined time limit. Once the Charterer has signed and returned the quote within the defined time limit (the date upon which EURO FLIGHT receives the confirmation shall apply), a binding charter contract shall come into existence.
- 1.3. Until EURO FLIGHT has provided the Charterer with booking information, the offered service shall remain subject to the availability of the aircraft and crew, and conditional upon the technical feasibility of the flight, and the granting of transportation laws, take-off and landing slots, permissions and other forms of flight clearance by authorities etc.
- 1.4. EURO FLIGHT has at any time the right to cancel the flight i.e. to terminate the charter contract.

### 2 AIR TRANSPORTATION SERVICES

- 2.1 The charter contract entitles the Charterer to an air transportation service in accordance with the relevant air transport legislation. The Charterer shall remain the sole contractual partner.
- 2.2 In case a charter contract is concluded, EURO FLIGHT 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. EURO FLIGHT shall be entitled at any time to replace the aircraft suitable for the flight, which is based on a charter contract concluded between EURO FLIGHT and the Charterer.

- 2.3 The charter contract shall include transportation of passengers` baggage unless otherwise agreed. The number and weight of bags that can be carried depends on the destination, the number of passengers, the aircraft booked and expected weather conditions. The captain is finally entitled to reduce the maximum baggage allowance per passenger for safety reasons, on case by case basis. Under these circumstances, the Charterer shall not be entitled to terminate the charter contract.
- 2.4 Should EURO FLIGHT be forced to make an unscheduled stop due the unforeseeable events, such as poor weather conditions, EURO FLIGHT shall be entitled to demand that the Charterer reimburse all additional cost resulting.
- 2.5 EURO FLIGHT 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 any cause beyond the control of EURO FLIGHT, 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 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 is deemed by the aircraft commander or EURO FLIGHT operational supervisors to be in jeopardy.
- In case of such constellations EURO FLIGHT shall be under no obligation or liability towards Charterer beyond refund of the agreed charter price for such cancelled flight deducted by cancellation fees that may apply.
- 2.6 Costs for de-icing, or for sheltering the aircraft in a hangar to avoid de-icing, are not included in the price of the flight. EURO FLIGHT is entitled to charge for these expenses separately upon presentation of documentary proof.

### **3 SUBCHARTERING**

- 3.1 EURO FLIGHT is entitled, at any time, to substitute the aircraft with one several aircraft suitable for the chartered journey. EURO FLIGHT is also entitled to outsource (“subcharter”) the chartered flight or other obligations specified in the charter contract, in part or in whole, to another airline or charter company. EURO FLIGHT will notify the Charterer of any such changes as soon as possible before departure.
- 3.2 A change in the aircraft or the company does not entitle the Charterer to withdraw from the charter contract, unless the deployed aircraft differs from the booked aircraft in type or condition to an unacceptable extent, or there are significant reasons relating to the subcharter company, that make transportation with this company unreasonable.
- 3.3 In case, that EURO FLIGHT is acting as a broker and such regarding flight is performed by a third party operator (subcharter), EURO FLIGHT makes no representation or warranty with regard to the third party operator and will not be liable in any way whatsoever for any loss, damage, injury or expense suffered or incurred by the Charterer, the passenger(s) or any third party howsoever.
- 3.4 The Charterer shall indemnify and hold harmless EURO FLIGHT against all liabilities, claims and expenses (including legal costs and fees) in respect of any liability of EURO FLIGHT towards such third party operators for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any act or omission of the Charterer, its servants or agents or any passenger(s) carried by authority of the Charterer.
- 3.5 In case of subchartering the General Terms and Conditions of Business of the subcharter company are used.

### **4 TRANSPORTATION OF DANGEROUS GOODS AND ANY OTHER OBJECTS, CAPTAIN´S AUTHORITY**

- 4.1 No objects may be carried on board that might potentially endanger the aircraft or any person on board the aircraft. Each passenger has the obligation to inform him-/herself, prior to boarding the aircraft, about the list of prohibited articles in carry-on and/or travel baggage. If a passenger carries any prohibited articles as defined under the applicable law on his/her body or in his/her baggage, in particular weapons or similar objects, the passenger must notify the captain accordingly prior to the commencement of the air trip.
- 4.2 The captain shall decide on how these goods are to be transported and he/she shall be authorized to refuse transportation if a safety-risk for passengers or the aircraft is suspected. Any objects, bulky luggage etc. shall be admitted as carry-on luggage only if significant damages, contamination or hazard of and to other luggage, the aircraft or any passenger can be positively ruled out.

- 4.3 The captain of the aircraft is authorized to take all necessary safety measures at all times. Accordingly, the captain is authorized to change the payload, seating capacity, passengers, their belongings, and the loading, unloading, or distribution of baggage and freight. Similarly, the captain is authorized to decide on whether and how the flight is undertaken, on any deviations from the flight route, and where to land. Furthermore, the captain is entitled to refuse to carry passengers about whom EURO FLIGHT had not been notified in due time, or cancel or divert a flight if the conduct of a passenger is deemed to adversely affect safety or personal rights of other passengers or the crew. In such an event, the Charterer shall pay the contractual charter price and bear any additional costs incurred by EURO FLIGHT in respect of the proper measures taken in such situation.

## 5 TRANSPORTATION AND TRAVEL DOCUMENTS

- 5.1 EURO FLIGHT takes absolutely no responsibility with regard to visa requirements of its passengers.
- 5.2 The Charterer is responsible for ensuring that all passengers have all travel documents required for entry into and exit from a country, including, without limitation, passports, visas, documentary proof of vaccination etc.
- 5.3 EURO FLIGHT shall issue the transportation documents. In order to enable EURO FLIGHT to do that, the Charterer shall provide EURO FLIGHT with a complete Passenger list and all other necessary information and documentation no later than 24 hours or by the deadline set out by EURO FLIGHT before departure.
- 5.4 The Charterer shall indemnify EURO FLIGHT in respect of all costs incurred in connection with passenger(s) not complying with all legal requirements of the country of departure, countries travelled through, and the country of destination, including but not limited to the current currency and health regulations. EURO FLIGHT may deny boarding of a passenger that does not have all required documents, without being liable for any damages due to such denied boarding.

## 6 CHARTER PRICE AND PAYMENT

- 6.1 Payment agreements are specified in the booking confirmation. The Charter Price shall mean the amount payable to EURO FLIGHT by Charterer for services supplied under these terms. The Charter Price shall apply to any agreed flight from the point of departure to the destination.
- 6.2 Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice, but at last the Charterer shall make payment within three days after signing the charter contract, but at least five days before departure at

### BKS

IBAN (EUR): AT83 1700 0001 3501 0774  
SWIFT (EUR): BFKKAT2K

Should payments be delayed, EURO FLIGHT shall be entitled to interest 10 per cent a year of the Charter Price. The price of the flight may not be netted against other claims. In case of late or incomplete payments, EURO FLIGHT reserves the right to cancel the booking at the expense of the Charterer and deny boarding.

- 6.3 EURO FLIGHT will not start with its preparatory operation regarding the charter contract, until the above mentioned Charter Price has been credited in its full amount on the regarding EURO FLIGHT account and the charter contract has been duly signed by the Charterer.
- 6.4 For booking of short-term flights (Departure within 3 Bank days) EURO FLIGHT provides a Payment Link via E-Mail to Charterer. By filling out the form and providing valid credit card details (VISA, MasterCard) EURO FLIGHT reserves the Charter Price + 5%. The reservation will be released when EURO FLIGHT confirms the receipt of the Charter Price to the mentioned bank account under 6.2. of these GTCB.
- 6.5 The following cancellation fees shall become payable with immediate effect should Charterer cancel the charter contract for any reason. The Charterer shall advise EURO FLIGHT in writing of his cancellation of the charter contract.

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

Until 10 days prior departure:	10 % of the Charter Price, minimum € 1.000,00
9 to 7 days prior departure:	20 % of the flight price;
6 to 3 days prior departure:	40 % of the flight price;

3 to 1 days prior departure: 60 % of the flight price;  
Less than 24 hours prior departure: 80 % of the flight price.  
In the event, the journey is not being made once flight services have already been provided: 100 % of the charter price.  
The deadlines are based on the time at which EURO FLIGHT receives notification of the withdrawal.

Should a third party charter flight be cancelled by EURO FLIGHT, the cancellation fees of the third party charter company shall apply and be charged in full. EURO FLIGHT expressly reserves the right to bring claims for further damages.

6.6 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, approach and parking fees as well as ground crew and other airport fees for the aircraft (with the exception of de-icing charges) during normal operating hours of the respective airport,
- e. airport taxes and security fees for passengers unless these are paid by the passengers directly,
- f. standard catering during the flight in accordance with the arrangements made by EURO FLIGHT,
- g. international route charges.

In particular, the Charter Price *does not include*:

- h. the cost of transporting passengers to and from the airport and between airports and terminals,
- i. special services provided and/or made available by EURO FLIGHT, for example VIP treatment, special catering service, on board telecommunication via satellite phone etc.,
- j. the cost of customs inspections, custom duties and other charges payable that do not include the charges mentioned above,
- k. further expenses resulting from alterations to the provisions of the flight contract requested by Charterer or as a consequence of changes made by Charterer,
- l. licence fees,
- m. additional costs due 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,
- n. additional costs resulting from the necessity of flying to an alternative airport or of making a stopover there due to bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of EURO FLIGHT,
- o. additional costs from Force Majeure, in particular de-icing of the aircraft,
- p. Credit Card Surcharges (4,0 % American Express, 3,0 % all others).

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

6.7 If passengers do not show up at the departure airport 30 minutes after planned departure time, EURO FLIGHT has the right:

- a. either to depart on the planned departure time without passengers, or
- b. charge waiting time unless EURO FLIGHT was informed about the delay in due time (40 min. prior departure) and accepted it.

Waiting fees:

- 0 – 30 minutes: free of charge
- 31 – 60 minutes: EUR 200,--
- 61 – 90 minutes: EUR 200,--
- Over 91 minutes: EUR 400,-- per hour or part thereof

## 7 THIRD PARTY COSTS / SPECIAL SERVICES

Whenever the Charterer requires special services, which go beyond the normally agreed flight price according to 6.6 of these GTCB (e.g. VIP lounge, use of sat phone on board, special catering wishes etc.), EURO FLIGHT has the right to charge these additional costs as invoiced incl. additional disbursement fee as follows:

Up to EUR 500,-	as invoiced + 10 % disbursement fee
EUR 501 to 1000,-	as invoiced + 5 % disbursement fee (min. EUR 50)
EUR 1001,- and above	as invoiced + 3 % disbursement fee (min. EUR 100)

## 8 TERMINATION AND CANCELLATION

EURO FLIGHT shall have the right to terminate the charter contract with immediate effect for pressing reasons without any infringement of its rights, in particular:

- a. if the Charterer violates his obligations arising from the charter contract, in particular if he fails to pay the Charter Price in due time (6.2.) at the conditions stipulated,
- b. if insolvency proceedings are commenced against the Charterer, respectively rejected due to lack of funds, seizure of Charterers property is effected, or permission for prolongation of payments is given based on judicial or administrative proceedings or on the Charterers request for out of court composition with its creditors,
- c. if force majeure or another cause for which EURO FLIGHT or the relevant third party operator is not responsible or circumstances beyond the reasonable control of EURO FLIGHT or of the relevant third party's operator prevent the performance of the flight,
- d. if the corresponding government authorities have issued travel warning and/or security advice for the agreed destination that suggest the aircraft or individuals could be endangered,
- e. if the passengers do not arrive at the agreed time or if the Charterer fails to provide the luggage or freight for the flight at the agreed time,
- f. if there are other significant reasons that mean EURO FLIGHT cannot reasonably be expected to comply with the agreement.

EURO FLIGHT shall not be liable for any damage / harm / disadvantage caused as a result of such cancellation.

## 9 LIABILITY

- 9.1 EURO FLIGHT is liable for the death, injury or health impairments of a passenger on board a EURO FLIGHT aircraft or upon boarding or leaving the aircraft (personal injuries), for the cancellation or delay of flights, and for the loss of or damages to baggage, in accordance with the legal provisions defined in clause 10. Applicable legislation, legal venue.
- 9.2 EURO FLIGHT 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. EURO FLIGHT 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 EURO FLIGHT.
- 9.3 Irrespective of legal provisions, the liability of EURO FLIGHT, its representatives, agents and employees shall be limited to the maximum amounts defined by law. Upon request, EURO FLIGHT shall inform the Charterer of the key details of the contract, in particular maximum cover.
- 9.4 EURO FLIGHT shall not be liable for any damage / harm / disadvantage caused by the performance or non-performance of its' vicarious agents, of third party operators and any other involved vicarious agents.

## 10 GENERAL PROVISIONS, GOVERNING LAW AND JURISDICTION

- 10.1 The Contract as well as the performance of the transportation services are subject to the laws of the Republic of Austria, in particular, without limitation, as well as the provisions of the Montreal Convention, the Warsaw Convention (as applicable) and the EC Regulation 2027/97 in the form of EC Regulation No. 889/2002 as well as the GTCB of EURO FLIGHT.

- 10.2 Compensation and/or assistance in the event of denial of boarding or cancellation or major delay of flights shall be provided to passengers pursuant to EC Regulation 261/2004 Abl. No. L 46.
- 10.3 In the event of any dispute resulting from or in connection with this charter contract, the changes and additional agreements, the court of Vienna, competent as regards the subject matter, shall have exclusive jurisdiction.
- 10.4 The assignment and transfer of rights and obligations arising from the charter contract by the Charterer require the express written authorisation of EURO FLIGHT.

## **11 MISCELLANEOUS**

If any provision of these GTCB is or becomes invalid or void, the other provisions shall not be affected thereby. The parties agree to replace any invalid or void provision by a valid provision which has a content that is as similar as possible to the invalid or void provision.

AUSTRIA, Vienna  
01 May 2017