

## **Standard Terms and Conditions**

**The following conditions shall apply to all contracts of the Euro Link GmbH. The terms shall apply to future contracts even if they would not be implicated again. Differing Agreements shall only be deemed to be accepted until written confirmation of the Contract by Euro Link.**

### **1. Offers and Notification/Booking**

- 1.1 All offers are not binding.
- 1.2 Official notification can be made in writing, verbally or by means of telecommunication.
- 1.3 The official notification will become effective by the written confirmation of Euro Link GmbH in regard of availability of the flight and in case of availability regarding the operational, technical and meteorological dispatch, the granting of all traffic rights, slots, permits and further regulatory approvals.

### **2. Broker**

If Euro Link GmbH works on behalf of a broker, the broker is liable.

### **3. Conditions of Transport**

- 3.1 The flight takes place according to the confirmation of Euro Link GmbH. Not foreseeable additional charges such like war risk insurance, PPR, de-, anti-icing costs will be invoiced separately. Changes of the Flight schedule (routing, flight data and flight times) require the prior confirmation of Euro Link GmbH and can be invoiced according to the additional expenses and additional arising costs.
- 3.2 The Captain has the absolute discretion on board and regarding the dispatch of the Flight.

### **4. Services**

- 4.1 The flight-times listed in the transportation contract, flight plan or otherwise mentioned schedules are obligatory for Euro Link GmbH. In cases of delays and other flight operative disturbances, Euro Link GmbH can only be subject of liability if the question of guilt according to number 6 of these conditions.

Prior to departure the broker has the responsibility to inform the passengers early enough, latest 15 minutes prior to departure, in order to provide sufficient time for check in. Euro Link GmbH is not liable for delayed passengers.

- 4.2 Subsidiary agreements are only effective by confirmation in written form of Euro Link GmbH.
- 4.3 Euro Link GmbH shall be entitled, in case of non availability of the offered aircraft, to substitute a comparable aircraft of its own fleet. In any event of force majeure the aircraft can be substituted by any aircraft of the fleet of Euro Link GmbH. In case that no aircraft of the own fleet is available; Euro Link GmbH shall use its best efforts to provide another aircraft.
- 4.4 If a flight can fully or partly not be executed, Euro Link GmbH is engaged to reimburse only this part of the flight price that could not be executed. All other claims are excluded. If the flight can not be executed as planned for reasons Euro Link GmbH is not liable for, the applicable subject of liability with regard to the question of guilt according to Number 6.1 of this Conditions, Euro Link GmbH does not bear the additional costs.
- 4.5 In this case both parties can resign from the contract of transportation. The herefrom resulting costs will be charged to the broker as mentioned under Number 10.

## **5. Loading and Baggage**

- 5.1 Euro Link GmbH does not ensure transportation of certain cargo amounts or certain masses.
- 5.2 Cargo must be labeled properly.

## **6. Liability**

- 6.1 The transport of passengers, baggage or cargo is liable to the Warsaw Convention. Euro Link GmbH is not liable for force majeure especially not for such like strike, war or sabotage. The broker or the passenger is obliged to minimize damages as far as possible and to advise if serious damages occur. All occurring damages are to be reported immediately to Euro Link GmbH.
- 6.2 Liability for damages of property and assets are limited to threefold of the charter price, as far as gross negligence and deliberateness have not led to the damage. Further solutions based on damages have to be billed to the

passenger. This is not effective in case of damages resulting from injuries of life, body and health.

- 6.3 Liability will not be granted for damages not caused by Euro Link GmbH.
- 6.4 Claims from the contract of transportation will have a statutory limitation of 6 month after the day of agreed travel. Claims of bodily harmed or dead persons will have a statutory limitation of 3 years after the day of travel.

## **7. Flight Times**

The Flight times, specified in the offers / confirmations are reference values without consideration of wind as well as taxi time. The adherence of the schedule can not be granted.

## **8. Availability / Alternative**

Euro Link GmbH shall be entitled, in case of non availability of the offered aircraft, to substitute a comparable aircraft of its own fleet. Euro Link GmbH can assert the claims of the third party on its own behalf.

## **9. Catering on board**

Standard Catering will be provided on board. Special catering wishes beyond that will be invoiced separately.

## **10. Resigning from Contract**

- 10.1 The broker or passenger can resign from the contract at any time prior to departure. The resignation from the Contract has to be authoritatively accessible to the premises of Euro Link GmbH. The resignation from the contract has to be forwarded in written form to Euro Link GmbH during their business hours.
- 10.2 The broker or passenger can resign from the contract prior to the conduction of the flight. An advanced right of withdrawal remains hereby unaffected. In case the broker or passenger resigns from the contract, Euro Link GmbH is entitled to charge standard cancellation fees and contra entry payments calculated as follows:

(1) Executive flights

No contra entry payments in case of cancellation 11 days prior the day of departure (day of Position flight shall be deemed to be day of departure)

10%            10-6 days prior departure

20%            5-3 days of departure

50%            2-1 days prior departure

Day of departure or during flight in regard to effort without rules of evidence, at least 50%

(2) Ambulance flights

10%            from booking-3 days prior departure

25%            2 days–24 hrs prior departure

35%            ≥ 12 hrs prior departure

60%            ≤ 12 hrs. prior departure

During already effected flights (Aircraft positioning) the actual costs are charged for.

10.3    Contra entry payments are liable to tax on sales.

## **11. Refuse of carriage**

Euro Link GmbH may refuse the transportation. The broker or passenger is not entitled to resign from the contract of transportation if

(1)    Passengers with the utmost probability put the aircraft, persons or property at risk or if they offend or try to offend against regulations of the authorities, the border control or customs.

(2)    Baggage or cargo puts the flight at risk.

## **12. Administrative formalities**

12.1    The applicant or passenger has to adhere all rules and regulations of a state, from where a departure, over flight or a landing takes place. In addition rules and regulations handed out by the Euro Link GmbH are to be accepted. The Euro Link GmbH can not be made liable for results, due to lack of essential documents or not adhering rules and regulations.

12.2    The passenger has the obligation to show entry and departure documents and further relevant documents, which are dictated by countries of interest. The Euro Link GmbH has the right to deny the carriage of a passenger, if rules and

regulations are not obeyed or if document are incomplete. The Euro Link GmbH can not be made liable against loss or damage or even expenses that result in not adhering rules, regulations and guidelines.

- 12.3 With subject to other rules and regulations the passenger has the obligation to pay the applicable fare, in case the Euro Link GmbH has to stay at the airport of departure or any other airport because of denied entry/departure/transit by means of regulations and rules of the specific state.
- 12.4 In case the Euro Link GmbH is in a position to take over costs for fines or any other expenditures or even has to make deposits because the passenger of the applicant has not adhere the policies for entry/departure/transit of that specific state or certified documents are not in time, the applicant can be made liable for expanses and costs that are forwarded to the Euro Link GmbH.
- 12.5 On demand each passenger has the obligation to show checked-in or his cabin baggage to the customs. The Euro Link GmbH can not be made liable for damages which result in not adhering the rules and regulations.
- 12.6 The Euro Link GmbH can not be made liable, if it's in his good opinion that the carriage of a passenger is denied due to the conditions of carriage. This does not include intention and carelessness of the Euro Link GmbH.
- 12.7 Above mentioned conditions include crew, which are not passengers.

### **13. Terms of payment**

- 13.1 Unless otherwise agreed the payment is due prior to the first departure without any deductions.
- 13.2 Place of payment is Munich.
- 13.3 Setting off against any counterclaims is not permitted. Setting off against counterclaims is only permitted if they are accepted in writing by Euro Link GmbH or established as final and absolute.

### **14. Final conclusions**

- 14.1 Contractual relationships only apply to German law.
- 14.2 Jurisdiction for any dispute hereunder is Munich.
- 14.3 If any parts of these terms and conditions are considered to be unenforceable invalid the other provisions will remain in force. Invalid terms are to be interpreted in the way they are almost applicable to the intended economic purpose.
- 14.4 Changes must be in written form.

## 16.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

- 16.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

*"EURO LINK GmbH has entered into an agreement with Fly Victor Limited (hereinafter "Victor") pursuant to which EURO LINK GmbH, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "Victor Members"). Both EURO LINK GmbH and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and EURO LINK GmbH in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

- 16.1.2 The following definitions shall be added:

*"Victor Member Terms and Conditions" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"Flight Initiator" shall mean a Victor Member who charters an aircraft from EURO LINK GmbH for an itinerary of his/her specification."*

- 16.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

*"These [Operator's Standard Terms and Conditions] and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. EURO LINK GmbH and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."*

- 16.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to EURO LINK GmbH shall be collected from [Charterer(s)] by Victor and paid to EURO LINK GmbH pursuant to payment terms agreed under separate cover by Victor and EURO LINK GmbH. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to EURO LINK GmbH.

- 16.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between EURO LINK GmbH and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and EURO LINK GmbH as the case may be.

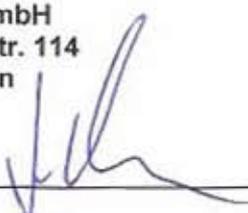
- 16.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from EURO LINK GmbH through the Victor programme shall be amended as follows:

*"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."*

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor of Operator's desire to withdraw from the Victor programme, subject to completion of all flights contracted with Victor members at the time such notice is given.

Signed for and on behalf of:

**EURO LINK GmbH**  
**Putzbrunner Str. 114**  
**81739 München**

By: 

Name: Jens Renner

Title: CEO

Date: 09.05.2012

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