



(1) These General Terms and Conditions and Conditions of Carriage of FAI rent-a-jet-GmbH, in their respective version valid at the time the contract is concluded, shall form part of all contracts with FAI and cover all services rendered by FAI.

(2) FAI does not accept any general terms and conditions provided by its contractual partner that differ from or contradict these General Terms and Conditions and Conditions of Carriage unless FAI explicitly declares such acceptance in writing.

## **2. Definitions**

“Customer” means the person(s) that concluded the contract with FAI and is/are therefore the contractual partner of FAI. “Passenger(s)” means the person(s) that, in accordance with the contract between FAI and the Customer, shall be transported by an aircraft or are on board an aircraft operated by FAI or by order of FAI.

## **3. Customer’s obligation to forward to passengers**

The Customer is responsible to forward a complete copy of these General Terms and Conditions and Conditions of Carriage and any other information or notices by FAI to every passenger that the Customer intends to send on board the aircraft and to oblige each passenger to comply with the rules and standards for passengers. If the Customer does not fulfill this obligation to forward to and to oblige the passengers, the Customer shall be liable to FAI for all ensuing damages.

## **4. Conclusion of the Charter Contract**

(1) A flight request by the Customer may be made by letter, fax, e-mail, telephone or verbally in the presence of an FAI representative.

(2) Any quote or offer made by FAI upon the Customer’s request is non-binding and without any obligation upon FAI and is conditional upon the availability of the aircraft.

(3) A charter contract sent by FAI upon the Customer’s request does not constitute a binding offer.

(4) The contract between the Customer and FAI concerning flight services or other services to be rendered by FAI (the “Charter Contract”) is concluded only if and when, after the Customer has signed the charter contract document sent by FAI via fax or e-mail and has sent the signed version to FAI via fax or e-mail, FAI countersigns this charter contract document and sends the countersigned version to the Customer via fax or e-mail.

(5) If, at any time after the conclusion of the Charter Contract, the Customer requests any changes, FAI may choose freely and within its own discretion whether to accept or decline, FAI is under no obligation to accept any changes to the Charter Contract.

#### **5. Not a contract for the benefit of a third party**

If a passenger is not at the same time the Customer of FAI, they shall not be entitled on their own to any transportation services or other services by FAI; the Charter Contract is not a contract for the benefit of a third party.

#### **6. Aircraft and flight operations**

(1) If the use of a specific type of aircraft is agreed on, FAI is free to use any equivalent type of aircraft. The equivalence of the aircraft type is defined only by the number of seats for passengers.

(2) In order to fulfill its contractual obligations, FAI is free to avail itself, in full or in part, of the services of any third party who is contractually obliged to FAI, including any third-party air carrier. In this case, the third party's general terms and conditions shall supplement these General Terms and Conditions and Conditions of Carriage.

(3) If FAI is not the operating air carrier of a flight, each passenger shall be informed about the identity of the operating air carrier as soon as FAI knows it or, at the latest, when the passenger boards the aircraft.

#### **7. Charter price and payment**

(1) The charter price agreed on in the Charter Contract (the "Charter Price") only includes transportation from the agreed place of departure to the agreed place of arrival, including the costs for the crew, crew hotel accommodation, landing fees, en-route navigation fees, as well as airport or passenger taxes, standard food and beverages, handling by business aviation handling agents as well as security fees and the cost of a ferry flight if a ferry flight is necessary to collect passengers at their agreed place of departure.

(2) The following additional costs (the "Additional Costs") are not included in the Charter Price: fees for ground transport services between airports and between airports and town terminals or hotels, costs and fees for upgrade or special catering, VIP handling and VIP lounges, required extension of airport opening hours, costs for de-icing, procurement of additional traffic rights and special services as well as aircraft de-icing on the ground, costs for visa stamps and customs, duties and other charges and taxes levied by law, administrative regulations or rules of another entity such as airports on the passengers or for the utilization of services by such passengers, including country-specific passenger taxes, fees and duties, as well as costs for the usage of on board communication (such as internet, sat-com telephone etc.). If FAI incurs any such Additional Costs, the Customer shall pay those to FAI in addition to the

Charter Price. FAI will invoice such Additional Costs accordingly and in addition to the Charter Price.

(3) Unless explicitly agreed on in the Charter Contract, the Charter Price is due at once and without any subtraction upon conclusion of the Charter Contract. The Customer understands and agrees that such payment of the Charter Price at once upon conclusion of the Charter Contract and before rendition of any services by FAI is a material prerequisite for the fulfillment of the Charter Contract by FAI.

(4) If, despite a payment request by FAI, payment by the Customer has not been received by FAI until the date specified in the payment request, or if FAI obtains knowledge that the Customer is in substantial economic distress, FAI is entitled to rescind the Charter Contract. If FAI rescinds the Charter Contract, FAI shall not be obliged to render any services and the Customer has to pay lump sum compensation for damages to FAI in the amount of 75 % of the Charter Price. The Customer is free to prove that FAI suffered no or considerably less damages.

(5) If, in case of late payment by the Customer, FAI chooses not to rescind the Charter Contract, then FAI is entitled to request payment of delay interest from the Customer in the amount stipulated by law. Further, FAI is also entitled to claim compensation of any further damages caused by the delay in payment.

(6) The Customer must make any payment in the currency agreed on in the Charter Contract (EURO or US Dollar). If no specific agreement is included in the Charter Contract, the Customer must make any payment in EURO. The Customer may pay by bank account transfer or by credit card (VISA, Mastercard or American Express). For credit card payments, FAI requests a fee of 5 % of the Charter Price. The fee is a lump sum compensation for damages. The Customer is free to prove that FAI suffered no or considerably less damages than the amount of the compensation fee.

## **8. Termination by the Customer**

(1) The Customer may terminate the Charter Contract with FAI at any time.

(2) Termination of the Charter Contract requires a termination notice in text form to be valid (e.g. letter, e-mail, fax or text message); during flight, if the Customer is on board the aircraft, the termination notice may be given to the pilot in command verbally.

(3) If the Customer terminates the Charter Contract with FAI, the Customer has to pay the following lump sum compensation for damages to FAI:

- if FAI receives the termination notice in the time period up until 10 days before the date of the day of the first flight under the Charter Contract: 25 % of the Charter Price;
- if FAI receives the termination notice later than 10 days, but earlier than 48 hours before the date of the day of the first flight under the Charter Contract: 50 % of the Charter Price;

- if FAI receives the termination notice later than 48 hours, but earlier than 12 hours before the date of the day of the first flight under the Charter Contract: 75 % of the Charter Price;
- if FAI receives the termination notice later than 12 hours before the date of the day of the first flight under the Charter Contract: 100 % of the Charter Price;

as well as any Additional Costs as stipulated in Clause 7, if such costs arise.

The Customer is free to prove that FAI suffered no or considerably less damages than the amount of the lump sum compensation for damages.

(4) If the Charter Contract is terminated by the Customer during flight, FAI shall, as chosen by the Customer,

- either continue the flight until the nearest airport where a landing of the aircraft is possible and legal,
- or return to the place of departure or, if this is not possible or not legal, to the airport closest to the place of departure;

in this case, the Customer is obliged to pay the full Charter Price and any Additional Costs under Clause 7, if such costs arise, as well as any additional costs caused by the Customer's choice of the flight route (e.g. higher fuel costs, landing fees etc.).

### **9. Customer's duty to provide information about Passengers**

(1) The Customer must inform FAI of the name and surname of each passenger that the Customer intends to send on board the aircraft as well as any further details that FAI asks for and requires for the performance of the Charter Contract. The Customer must deliver such information within the time period specified by FAI or, if not specified, until 24 hours before departure at the latest. If the Customer does not provide FAI with this information in time, FAI is entitled to refuse carriage of any passenger as to whom required information is not available.

(2) It is the Customer's own responsibility to comply with any applicable legal requirements for the protection of personal data when collecting and providing the passengers' data to FAI.

(3) The Customer shall be liable to FAI for all damages resulting from any non-compliance with data protection requirements on the part of the Customer.

### **10. Travel documents**

(1) The Customer is obliged to make sure that each passenger that the Customer intends to send on board the aircraft carries all required travel documents (e.g. visa, health certificate or similar) on board the aircraft. Passports and visa must be valid for a period of at least 3 months after travel time.

(2) The Customer shall be liable to FAI for all damages resulting from incomplete or incorrect travel documents or if travel documents are lacking or are not presented or not presented in time by the passenger.

### **11. Boarding and departure**

The Customer is obliged to make sure that all passengers arrive for check-in procedures until the time specified by FAI ("Check-In"). If the passengers do not arrive in time, FAI shall be under no obligation to ensure departure at any specific time or within any specific time interval communicated to the Customer. If one or more passengers do not arrive, at the latest, until the time specified by FAI as the latest time check-in is possible ("Last Call for Check-In"/ Check-In Closing Time"), FAI shall be under no obligation to operate the flight directly after all passengers have arrived but may instead operate the flight as soon as is feasible for FAI; any additional costs caused by the later date/time of the flight shall be paid by the Customer.

### **12. Dangerous items**

(1) Passengers must not carry the following items in their baggage (carry-on baggage and hold baggage): Items prohibited under the laws and regulations of any state flown from or to or over.

(2) The following items must not be carried in hold baggage unless notified to FAI in advance and if FAI has been authorized by the competent government authority for the carriage of the item(s):

- items which are likely to endanger the aircraft or property or persons on board the aircraft, as specified in the ICAO or IATA Dangerous Goods Regulations valid at the time of the flight, including explosives, compressed gases, oxidizing, radioactive or magnetizing materials, materials that are easily ignited, poisonous or offensive and irritating materials; upon request by the Customer, FAI will provide the respective Dangerous Goods Regulations to the Customer;
- Explosives and incendiary substances and devices that can be used to cause serious injury or to pose a threat to the safety of the aircraft, including:
  - ammunition,
  - blasting caps,
  - detonators and fuses,
  - mines, grenades, and other explosive military devices,
  - fireworks or other pyrotechnical devices,
  - smoke-generating canisters or cartridges,
  - dynamite, gunpowder or plastic explosives.

(3) The following items must not be carried within security restricted areas and on board the aircraft, in hold baggage or cabin baggage, unless notified to FAI in advance

and if FAI has been authorized by the competent government authority for the carriage of the item(s) on board the aircraft:

- items which are likely to endanger the aircraft or property or persons on board the aircraft, as specified in the ICAO or IATA Dangerous Goods Regulations valid at the time of the flight, including explosives, compressed gases, oxidizing, radioactive or magnetizing materials, materials that are easily ignited, poisonous or offensive and irritating materials; upon request by the Customer, FAI will provide the respective Dangerous Goods Regulations to the Customer;
- the items listed in the Annex listing Prohibited Items.

(4) Each passenger is obliged to inform themselves about the items prohibited in cabin baggage and/or hold baggage. If a passenger carries prohibited items in their baggage or otherwise, in particular any weapons or weapon-like items, the passenger is obliged to notify the pilot in command before boarding. The pilot in command decides about the details of carriage and is entitled to refuse carriage.

(5) The Customer is obliged to FAI to make sure that no passenger carries prohibited items or if they do, they notify the pilot in command before boarding.

(6) E-cigarettes and devices with lithium batteries must not be carried in hold baggage. If a passenger carries e-cigarettes or devices with lithium batteries in their cabin baggage, the passenger is obliged to notify the pilot in command before boarding. The pilot in command decides about the details of carriage and is entitled to refuse carriage if there is a hazard to people or to the aircraft.

(7) The Customer is liable to FAI for all damages caused by non-compliance by any passenger with these rules concerning the carriage of dangerous goods.

### **13. Carriage of bulky baggage or other items**

(1) Any items or bulky baggage shall only be accepted as hold baggage or cabin baggage if they do not cause any major damages, dirtying or hazards to other baggage, to people or to the aircraft. The pilot in command is entitled to refuse carriage if any such damages, dirtying or hazards are likely.

(2) The Customer is liable to FAI for all damages caused by non-compliance by any passenger with these rules concerning the carriage of items.

### **14. Carriage of animals**

(1) The carriage of small pets (e.g. dogs, cats) that accompany a passenger lies within the discretion of the pilot in command. The pilot in command will not refuse carriage if the flight can be operated safely with the pet on board.

(2) The carriage of bigger pets or animals (body length of 1 meter or more or body height at shoulder level of 50 centimeters or more) is prohibited unless separately agreed upon with the Customer.

(3) The Customer is obliged to make sure that all pets travel with valid travel documents (e.g. vaccination documents). The Customer must present FAI with all required travel documents for the respective pets until 72 hours before the date of the day of first flight of the pet under the Charter Contract; if FAI does not receive the pet travel documents until this time, the FAI is entitled to refuse carriage of the pet. The Customer is obliged to make sure that the passenger who is accompanied by the pet carries the pet's travel documents with them during the flight.

(4) The Customer is liable to FAI for all damages caused by inaccurate or incomplete travel documents for any traveling pet or by the lack of such documents or by the late presentation of such travel documents by the passenger who is accompanied by the pet.

#### **15. Liability of the Customer for damages to the aircraft caused by passengers**

The Customer is liable to FAI for all damages to the outside or inside of the aircraft caused by any passenger.

#### **16. Authority of the pilot in command**

(1) The pilot in command of the aircraft is entitled, at any time, to take any necessary security measures (measures to maintain or restore aviation safety or aviation security or for other protection of health, life and bodily integrity of passengers or crew (health protection)). In particular, the pilot in command has full and final authority with regard to loading and seating capacities, to the allocation of seats and with regard to loading and unloading goods or baggage, and is entitled to give security instructions to passengers. The pilot in command makes all necessary decisions regarding if and how the flight is made, whether the flight route is deviated from or where a landing will be made. The pilot in command is entitled to refuse carriage in accordance with Clause 20 or to the extent that the pilot in command finds that a refusal of carriage is required for security purposes (aviation safety, aviation security, health protection).

(2) The Customer is obliged to inform passengers about the authority of the pilot in command and to oblige passengers to comply with any instructions by the pilot in command.

(3) The Customer is liable to FAI for all damages caused by the non-compliance of any passenger with instructions by the pilot in command or caused by any other breach by any passenger of security measures taken by the pilot in command.

#### **17. Passenger compliance with legal requirements**

(1) Each passenger and the Customer are responsible for the compliance by the passenger, when traveling through, to or from a state, with any laws, administrative or other legal requirements applicable in any state that is flown over or flown to or from. FAI is not responsible for such compliance with applicable legal requirements by the passenger and, in particular, is not obliged to check for such compliance.

(2) The Customer is liable to FAI for all damages caused by the non-compliance of any passenger with any laws, administrative or other legal requirements applicable in any state that is flown over or flown to or from.

### **18. Customs check, security check**

(1) When required by customs authorities, passengers must attend a search of their baggage. FAI is not responsible for any checks or searches by these entities.

(2) Passengers must subject themselves and their baggage to the security checks and searches undertaken by government authorities, airports or other entities. FAI is not responsible for any checks or searches by these entities.

(3) Passengers must subject themselves and their baggage to the security checks and searches undertaken by FAI, if FAI decides to do such checks or searches.

(4) The Customer is liable to FAI for all damages caused by the refusal by any passenger to subject to customs or security checks or searches or by any passenger disturbing or interfering with such checks or searches.

### **19. Health checks and health protection measures**

(1) Passengers must subject themselves to the health checks undertaken by government authorities, airports or other entities. FAI is not responsible for any checks by these entities.

(2) Passengers must subject themselves to a health check undertaken by FAI, if FAI decides to do such a check. Upon request by FAI, the passenger must give information regarding their whereabouts and their status of health in past periods and allow their body temperature to be measured by non-invasive methods.

(3) From the moment that they board the aircraft and until they leave the aircraft again, passengers must comply with any health protection measures taken by FAI in order to protect against contagious or infectious diseases. In particular, passengers must, if FAI so requires for the protection against the spread of severe infectious diseases (e.g. for protection against an infection with SARS-CoV-2/ state of sickness with COVID-19 or similarly severe infectious diseases), maintain the spacial distance from other passengers mandated by FAI or, separately or additionally, wear protective gear as mandated by FAI (e.g. protective face masks, gloves or similar).

(4) The Customer is liable to FAI for all damages caused by the refusal by any passenger to subject to health checks or by any passenger disturbing or interfering with such checks or by non-compliance with health protection measures.

## **20. Refusal of carriage**

(1) FAI is entitled to refuse to carry any passenger or their baggage:

- if the Customer does not provide FAI with the information about the passenger requested by FAI within the time period specified in Clause 9,
- if it is necessary in order to comply with any applicable laws or regulations or mandatory administrative requirements or in order not to violate any national or international legal requirements,
- if the passenger, upon request by FAI, refuses to provide information about themselves, including any information required by law or by administrative requirements,
- if there are indicators that the passenger may be sick or infected with a contagious or infectious disease that endangers the health or safety of others,
- if the passenger refuses to subject themselves to a health check as specified in Clause 19,
- if the passenger refuses to comply with health protection measures as specified in Clause 19,
- if there is reason to doubt that the passenger's health allows for traveling on board the aircraft without requiring any special medical care, unless the passenger presents sufficient confirmation by a medical doctor confirming that the passenger is fit for air travel,
- if the carriage of the respective passenger would endanger security or public order on board the aircraft, in particular if the health of other passengers or of the flight crew or cabin crew would be in danger; in particular, this includes any situation where the mental or physical state of the respective passenger, including from any effects caused by alcohol or drugs, causes danger or risks for the passenger, for other passengers or for the crew or for items carried on the aircraft or puts unreasonable strain on the wellbeing of other passengers or of the crew,
- if the passenger refuses to subject themselves to a customs or security check or search as specified in Clause 18 or cannot satisfactorily answer the security questions posed to them,
- if there is reason to doubt that the passenger has a valid passport, required visa or other necessary travel documents, or if there are other indicators that the passenger attempts to travel to a state where he/she is only allowed through-travel or otherwise does not have valid travel documents, or if the passenger destroys their travel documents during the flight or refuses to, upon request, present their travel documents for a check, or if the passenger cannot prove that they are the person listed in the passenger list, or
- if the passenger does not comply with the security measures taken by the pilot in command as specified in Clause 16.

(2) FAI is also entitled to refuse to carry any passenger as to whom FAI has notified the Customer before conclusion of the Charter Contract that the respective passenger will not be transported by FAI or if the passenger's behaviour on a previous flight gave reason for refusal of carriage and carriage of the passenger therefore is not acceptable for FAI.

(3) If FAI refuses to carry a passenger for one or more of the reasons stated above, FAI remains entitled to full payment by the Customer, the Customer has no right to refuse payment, neither in part nor as a whole; FAI is under no obligation of carriage.

(4) FAI is not liable for damages if they were entitled to refuse carriage.

## **21. Impossibility of performance**

(1) If it is impossible to operate the flight because of

- a revocation or other setting aside or late issuance of any necessary approval or permit (e.g. entry permit/ visa for the crew of the aircraft, overflight permit, entry permit, landing approval or similar) by government authorities or by other entities (e.g. Eurocontrol or similar organisations, slot allocation by airports or other competent bodies),
- prohibitions stipulated by law or by administrative requirements (e.g. prohibition of overflight or of entry or similar) by government authorities or by by other entities (e.g. Eurocontrol or similar organisations, slot allocation by airports or other competent bodies),
- force majeure such as a storm, volcanic ash, an epidemic or pandemic (spread of infectious diseases) or similar unavoidable health hazards or natural disasters, or war or other armed conflicts, terror attacks or specific terror risks, or similar circumstances that cannot be controlled, neither by FAI nor by the Customer,
- strikes or lockouts,

then FAI is under no obligation to operate the flight or to render any pertaining services.

(2) As far as FAI is not obliged to perform because of an impossibility to do so, the Customer is not obliged to pay the Charter Price or other remuneration.

(3) If such impossibility occurs during the flight, FAI must, upon the Customer's choice,

- fly to the nearest airport at which landing is possible and legal, or
- return to the airport of departure or, if this is not possible or not allowed, to the airport nearest to the airport of departure;

and the Customer is obliged to pay the Charter Price on a pro rata basis in relation to the duration of the flight as it was actually performed and to pay the Additional Costs

as specified in Clause 7 as well as any additional costs caused by the Customer's choice of flight operation (e.g. additional fuel costs or landing costs or similar additional costs).

(4) Any and all liability for damages caused by the impossibility of the performance of the flight is excluded, unless the circumstances that caused the impossibility were caused by negligence or by intent of the party against whom liability claims are asserted.

## **22. Termination due to severely aggravating circumstances or hazard**

(1) If, because of

- a revocation or other setting aside or late issuance of any necessary approval or permit (e.g. entry permit/ visa for the crew of the aircraft, overflight permit, entry permit, landing approval or similar) by government authorities or by other entities (e.g. Eurocontrol or similar organisations, slot allocation by airports or other competent bodies),
- prohibitions stipulated by law or by administrative requirements (e.g. prohibition of overflight or of entry or similar) by government authorities or by other entities (e.g. Eurocontrol or similar organisations, slot allocation by airports or other competent bodies),
- force majeure such as a storm, volcanic ash, an epidemic or pandemic (spread of infectious diseases) or similar unavoidable health hazards or natural disasters, or war or other armed conflicts, terror attacks or specific terror risks, or similar circumstances that cannot be controlled, neither by FAI nor by the Customer,
- strikes or lockouts,

and without it having been foreseeable, the performance of the flight becomes extensively more difficult or, because of any of these circumstances, entails hazards for the health or life of the crew or of passengers on board the aircraft or for the integrity of the aircraft, then each party to the Charter Contract is entitled to terminate the Charter Contract (termination due to severely aggravating circumstances or hazards). In order to be valid, such termination requires a text notice (e.g. letter by post, e-mail, fax or text message); during flight, if the Customer is on board the aircraft, termination by spoken word is possible vis-à-vis respectively by the pilot in command.

(2) If the termination due to severely aggravating circumstances or hazards occurs before departure of the flight, then the Customer is obliged to pay the Charter Price on a pro rata basis in relation to any services already rendered until termination and to pay any Additional Costs as specified in Clause 7 already incurred.

(3) If the termination due to severely aggravating circumstances or hazards occurs during the flight, FAI must, upon the Customer's choice,

- fly to the nearest airport at which landing is possible and legal, or

- return to the airport of departure or, if this is not possible or not allowed, to the airport nearest to the airport of departure;

and the Customer is obliged to pay the Charter Price on a pro rata basis in relation to the duration of the flight as it was actually performed and to pay the Additional Costs as specified in Clause 7 as well as any additional costs caused by the Customer's choice of flight operation (e.g. additional fuel costs or landing costs or similar additional costs).

(4) Any and all liability for damages caused by a termination due to severely aggravating circumstances or hazards is excluded, unless the circumstances that caused the severe aggravation or hazards were caused by negligence or by intent of the party against whom liability claims are asserted.

### **23. Liability of FAI for damages**

(1) The carriage of passengers and baggage or of cargo (airfreight) by FAI is subject to the mandatory rules of the Montreal Convention (1999) and of Regulation (EC) No. 2027/1997 as applicable at the relevant time or, if instead applicable outside of the European Union, of the Warsaw Convention (1929) as amended by the Convention of The Hague (1955) or by the Guatemala Protocol (1961).

(2) In the event of the death or injury of a passenger or of the destruction or loss of or damages to baggage or cargo or in the event of a delay in the carriage of passengers, baggage or of cargo, FAI shall be liable as prescribed by the mandatory rules specified in the foregoing paragraph of this Clause 23.

(3) If the injured party has contributed to causing the damage which has arisen, then the norms of the applicable law that rule on the exclusion or reduction of liability for damages due to contributive fault of the injured party apply.

(4) FAI is not liable for damages resulting from compliance with any requirements by a state or government or resulting from a passenger's non-compliance with any obligations arising from such requirements.

(5) Under no circumstances shall FAI's liability exceed the amount of the damages proven. FAI is only liable for indirect or consequential damages if they caused them intentionally or due to gross negligence; the mandatory rules specified in the first paragraph of this Clause 23 remain unaffected.

(6) FAI does not waive the liability exclusions or limitations of the Montreal Convention (1999) and of Regulation (EC) No. 2027/1997 as applicable at the relevant time or, if instead applicable outside of the European Union, of the Warsaw Convention (1929) as amended by the Convention of The Hague (1955) or by the Guatemala Protocol (1961) or of the applicable law. Nothing in these General Terms and Conditions and Conditions of Carriage stipulates or intends to stipulate such a waiver.

(7) Exclusions and limitations to FAI's liability also apply accordingly to FAI's staff and employees, representatives and any person whose aircraft is used by FAI, including their employees and representatives. The total amount of the damage claim that FAI and the persons mentioned are liable to pay shall not exceed the maximum compensation amounts that apply.

(8) FAI is not liable for any items left on board the aircraft by a passenger.

#### **24. Miscellaneous**

(1) Except as prescribed otherwise by mandatory law, the Customer and FAI agree that German law shall be applicable but not the United Convention on Contracts for the International Sale of Goods.

(2) If the Customer is a business or a public law entity, the courts of Nuremberg, Federal Republic of Germany, shall have exclusive jurisdiction. Other venues available under mandatory rules, in particular under the Montreal Convention (1999), remain unaffected.

(3) If individual provision in these General Terms and Conditions and Conditions of Carriage is or becomes invalid or null and void, the validity of the other provisions shall remain unaffected. The parties agree to replace any provision void or voided by a new valid provision as equivalent to the void or voided provision as possible.

#### **25. Information relating to Data Protection**

The following passages provide information about the collection of personal data in the context of any flight operation pursuant to Article 13 of the EU General Data Protection Regulation (GDPR).

(1) The term "personal data" refers to any data that relates to the Customer/Passenger personally, such as name, address, email addresses, phone numbers.

#### **The data controller pursuant to Article 4, Paragraph 7 of the GDPR is:**

FAI rent-a-jet GmbH  
Flughafenstr. 124  
D-90411 Nürnberg  
Legal Representatives:  
Martin Muehlmeier, Volker Lemke  
Telefon: 049 (0)911.36009-0  
E-Mail: [info@fai.ag](mailto:info@fai.ag)

#### **FAI appointed the following person as the data protection officer:**

Mr. Hermann Keck  
Keck-DSB GmbH, Datenschutz & Sicherheit  
Albrecht-Dürer-Weg 6,  
D-91320 Ebermannstadt  
Telefon: +49 (0)911.36009-0  
E-Mail: [dsb@fai.ag](mailto:dsb@fai.ag)

(2) If the Customer contacts FAI via email or via a contact form, the data provided by the Customer (e.g. name, birth date, sex, address, email address, phone number, payment details) and identity information (e.g. from passport or identity card) will be saved in order to operate the specific flight.

(3) Pursuant to Article 13, Paragraph 2, letter b of the GDPR, the Customer/Passenger has the following rights regarding his personal data:

- right of access, Article 15 GDPR
- right of correction, Article 16 GDPR
- right of erasure, Article 17 GDPR
- right of restriction of processing, Article 18 GDPR
- right of data portability, Article 20 GDPR
- right to object, Article 21 GDPR

Furthermore, the Customer/Passenger has the right to lodge a complaint with a supervisory authority on data protection regarding FAI's processing of personal data.

(4) Pursuant to Article 6, Paragraph 1, letter b of the GDPR, Customer's/Passenger's data is processed for the realization of precontractual measures, which are taken on his request. For the safeguarding of legitimate interest Customer's/Passenger's data is processed pursuant to Article 6, Paragraph 1, letter f of the GDPR.

(5) Customer's/Passenger's data will be processed only by those departments in charge and responsible for the operation of the individual flight. The employees of FAI are obligated to keep the data secrecy and are regularly trained on the subject of data protection. In order to instruct additional services requested by the Customer, FAI must pass on Customer's/Passenger's data to external service providers. In this case, FAI only passes on data that is required to provide the respective service. As far as possible, these data will be anonymized.

(6) According to the Act on the Processing of Passenger Data (Gesetz über die Verarbeitung von Fluggastdaten zur Umsetzung der Richtlinie (EU) 2016/681), FAI is required to forward Passenger's data to the Passenger Data Centre.

(7) The personal data will be erased as soon as it is no longer required for the purposes stated. In case the duration of storage of personal data is determined by law (e.g. German Commercial Code (Handelsgesetzbuch), Tax Code (Abgabenordnung) or Money

Laundering Act (Geldwäschegesetz) which might amount to 6 to 10 years, FAI is obligated to continue the data storage. FAI may also retain the data until the statutory limitation periods have expired (usually three years, but up to 30 years in some cases), provided that this is necessary for the establishment, exercise or defence of legal claims. After that, the relevant data are routinely erased.

## **ANNEX**

Without prejudice to the applicable security restrictions, the following items must not be taken into security restricted areas nor on board the aircraft, unless due and timely notice has been given to FAI and FAI has been approved by the competent government authorities to carry the respective item on board the aircraft:

a) Guns, firearms, and other devices that discharge projectiles; devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:

- firearms of all types, such as pistols, revolvers, rifles, shotguns,
- toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
- component parts of firearms, excluding telescopic sights,
- compressed air and CO2 guns, such as pistols, air guns,
- pellet guns and rifles and ball bearing guns,
- signal flare pistols and starter pistols,
- bows, cross bows and arrows,
- harpoon guns and spear guns,
- slingshots and catapults;

b) stunning devices; devices designed specifically to stun or immobilize, including:

- devices for shocking, such as
- stun guns, tasers, and stun batons,
- animal stunners and animal killers,
- disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;

c) objects with a sharp point or sharp edge; objects with a sharp point or sharp edge capable of being used to cause serious injury, including:

- items designed for chopping, such as axes, hatchets and cleavers,
- ice axes and ice picks,
- razor blades,
- box cutters,
- knives with blades of more than 6 cm,
- scissors with blades of more than 6 cm as measured from the fulcrum,
- martial arts equipment with a sharp point or sharp edge,
- swords and sabres;

d) workmen's tools and tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:

- crowbars,
- drills and drill bits, including cordless portable power drills,
- tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
- saws, including cordless portable power saws,
- blowtorches, bolt guns and nail guns;

e) blunt instruments – objects capable of being used to cause serious injury when used to hit, including:

- baseball and softball bats,
- clubs and batons, such as billy clubs, blackjacks and night sticks,
- martial arts equipment;

f) explosives and incendiary substances and devices; explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of the aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- replica or imitation explosive devices,
- mines, grenades or other military explosive devices,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

g) infectious substances and infected live animals.

## **INFORMATION NOTICE IN ACCORDANCE WITH REGULATION (EC) NO. 2027/1997**

This notice is given as required by Article 6 of Regulation (EC) No. 2027/1997 and cannot be used as a basis for a claim for compensation nor to interpret the provisions of Regulation (EC) No. 2027/1997 or the Montreal Convention.

### Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by European Union air carriers as required by European Union legislation and the Montreal Convention.

### Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 128,821 SDRs (approximately 153,053 EUR) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

#### Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately 17,600 EUR).

#### Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 5,346 SDRs (approximately 6,352 EUR).

#### Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,288 SDRs (approximately 1,530 EUR)..

#### Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,288 SDRs (approximately 1,530 EUR). In the case of checked baggage, it is liable even if it is not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

#### Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

#### Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date at which the baggage was placed at the passenger's disposal.

#### Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

#### Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

#### Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Union by Regulation (EC) No. 2027/1997 as amended by Regulation (EC) No. 889/2002 and national legislation of the Member States.