



General Terms and Conditions (effective Decemberr 2011) of German Private Jet Group AG (hereinafter referred to as "GPJG")

Flughafenstr. 60
40474 Düsseldorf
Deutschland/Germany

The following General Terms and Conditions of GPJG in the relevant version at the time of conclusion of the contract shall be an integral part of any contract with GPJG. Any deviations thereof or contradictory terms are not acknowledged by GPJG unless expressly confirmed in writing by GPJG.

The General Terms and Conditions shall apply to both consumers and entrepreneurs unless otherwise stated in the relevant provision.

1. Conclusion of the Contract

Orders can be conducted via facsimile, e-mail, telephone or similar media. The conducted booking request by the charterer is checked by GPJG comprehensively. Subsequently, GPJG will send a booking confirmation to the charterer via e-mail or facsimile. The charterer is obliged to verify the booking confirmation as quickly as possible and to indicate errors or discrepancies immediately. The charterer has no right to having changes executed afterwards. The contract is concluded when the charterer sends a written confirmation.

The transportation services offered shall be provisional, subject to availability of the aircraft and crew, until GPJG sends written confirmation thereof to the charterer. Thereafter, the order placed shall be subject to technical feasibility, granting of air traffic rights, slots, and other miscellaneous clearances by the authorities.

2. Services

Following acceptance of an order by GPJG, the charterer shall be granted the right to transportation for himself/herself and any third party he/she designates. The transportation contract shall also encompass the baggage of passengers, unless otherwise specified. The right to transportation covers the



ordered transportation from the agreed point of departure to the agreed destination with the ordered aircraft including crew. Any service over and above this must be agreed upon separately in writing.

3. Transportation of Dangerous Goods and Any Other Objects

No dangerous goods that may endanger the aircraft or passengers shall be carried on board. Passengers shall, prior to boarding the aircraft, check their carry-on and checked baggage versus the list of forbidden items provided. Passengers carrying any dangerous goods on their person or in their baggage, as defined under §27 par. 4 of LuftVG (German Air Traffic Act), especially weapons or similar objects, shall notify the captain accordingly before boarding the aircraft. The captain shall rule on how these goods are to be transported. He is authorized to refuse transportation if a safety-risk for passengers or the aircraft is suspected. Any luggage will be admitted as carry-on luggage only if considerable damages, dirt and danger for passengers and the aircraft are impossible.

4. Captain's Authority

The captain of the aircraft is authorized to take all necessary safety precautions. Accordingly, the captain is fully competent to decide on the payload, seating capacity, passengers, their belongings, and the loading, unloading, or distribution of baggage and freight. The captain shall similarly decide on if and how the flight is to be flown, deviations from the flight plan, and where to land. Furthermore, the captain may refuse to carry passengers without reservations, or cancel or divert a flight if the conduct of a passenger(s) is deemed to adversely affect the safety and personal rights of other passengers or crew. In such an event, the charterer shall pay the contractual charter fee plus any extra costs incurred for measures taken to address the situation at hand.

5. Transportation and Travel Documents

GPJG shall issue the transportation documents. In order to enable GPJG to do that, the customer shall provide GPJG with a complete passenger list and all other necessary information and documentation no later than 24 hours or by the deadline set by GPJG before departure. The customer shall be responsible for providing GPJG with correct and complete information. In addition, the customer shall be responsible for ensuring that the passengers carry with them all necessary travel documents such as passports, visa, vaccinations,



etc. The customer shall be liable for any damages resulting from any incorrect or incomplete information provided to GPJG or from the delayed or improper provision of such information. The customer shall indemnify GPJG in respect of all cost incurred in connection with passengers 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. GPJG 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. Payment

The agreed payment terms for the respective contract are laid out in the booking confirmation. Unless otherwise agreed, the invoice shall be paid in full immediately upon receipt of the invoice. If any payment is delayed, GPJG may charge the customer with interest on the delayed amount at the rate applicable according to German law. Further, GPJG is entitled to claim additional damages caused by the delay.

If any payment is delayed or insufficient, GPJG is entitled to cancel the booking and charge the customer for such cancellation as set forth under 8. below and refuse transportation of the respective passenger(s).

Valid currency is Euro. The customer may pay by bank transfer or credit card (VISA, MasterCard or Amex).

7. Delays

GPJG shall be liable for flight delays or other malfunctions of the aircraft for causes attributable to GPJG, whereby the provisions of the Montreal and Warsaw Agreement, as applicable, shall remain in effect.

The charterer shall compensate GPJG for demurrage charges incurred at the respective airport and extra fees for ground time and block time, if the chartered aircraft is kept waiting beyond the contracted departure time because the booked passengers, their baggage, or freight shipments are not available on time for the scheduled departure, or if the appropriate travel or other necessary documents are missing or lacking because of acts of omission by the charterer or its employees or agents or the passengers. Additionally, the charterer has to compensate GPJG for all further costs which occurred due to the failed transportation or delay.



8. Withdrawal/Rebooking/Cancellation

GPJG may terminate the charter contract immediately without any infringement of its rights for pressing reasons, for example, if

- insolvency proceedings are instituted on the charterer's assets
- the charterer fails to pay the flight price in time with the agreed conditions,
- force majeure prevents the flight from being carried out, or
- the German Department of Foreign Affairs has published current travel advisories or security advice for the destination, which may result in a threat for the aircraft or passengers.

In such cases GPJG shall not be obliged to provide a later flight.

Cancellations by the charterer have to be in writing and can be conducted via mail, e-mail or facsimile. The charterer shall pay a cancellation fee based on the sliding scale below, if he cancels a contract for a flight booked with a GPJG aircraft, before the scheduled departure:

Anytime after booking:	5 % of charter fee at least EUR 500,00
Up to 96 hrs before the 1 st scheduled departure:	10% of charter fee
Up to 72 hrs before the 1 st scheduled departure:	20% of charter fee
Up to 48 hrs before the 1 st scheduled departure:	40% of charter fee
No show:	80% of charter fee



The time of the receipt of the written cancellation shall govern its applicable charge.

If the charterer cancels a third-party aircraft that GPJG has organized, the applicable fee of the third party shall be invoiced in full to the charterer.

GPJG expressly reserves the right to file additional claims.

A flight may be rebooked free of charge up to 24 hours before the scheduled departure. Thereafter a rebooking fee of EURO 500 has to be paid by the customer. Any rebooking is subject to availability of the aircraft and crew as well as the granting of all necessary permissions, landing-, starting and traffic rights. In the event that the customer requests a change of the destination in connection with any rebooking, the customer may be obligated to pay a higher charter price and if so shall pay to GPJG the respective difference between the previously paid charter price and the new charter price promptly upon receipt of the respective invoice. In any case the customer shall pay such difference prior to departure of the respective flight and in addition to the rebooking charge of € 500 if the rebooking occurred less than 24 hours before the scheduled departure. In the event the customer cancels a rebooked flight, the customer shall pay to GPJG as a minimum 40% of the charter price. In that case, the cancellation fee is based either on the original charter price or on the rebooked charter price, whichever is higher.

These cancellation and rebooking fees represent liquidated damages, whereby GPJG expressly reserves the right to claim reimbursement for any additional cost incurred. If the customer is a consumer and not an entrepreneur in the meaning of Section 14 of the German Civil Code the customer is entitled to provide evidence that GPJG did not incur any damage at all or to a significantly lesser extent than the amount of liquidated damages set forth hereunder.

9. Refusal to Carry on Board

At its discretion, GPJG shall be entitled to refuse to transport passengers upon good cause shown without any infringement of its rights. This shall apply particularly if their mental or physical condition or their behavior may endanger safety or be in violation of legal regulations.



10. Liability

Without prejudice to the terms of the Warsaw Convention and the Montreal Convention (as applicable), GPJG shall not be liable for any cancellation or delay of a flight if not caused directly by the gross negligence or willful misconduct of GPJG. In particular, GPJG shall not be liable for force majeure and events beyond its reasonable control as hindrances caused by the authorities or third parties, governmental orders (e.g. landing and over flying rights) or conditions, embargo, blockades, strike, lockout, war (including undeclared) or warlike situations, unrest, natural catastrophes, weather conditions and security risks. Furthermore, GPJG shall not be liable for actions of other airlines, security and ground handling firms and their vicarious agents, or for personal belongings left onboard the aircraft by the passengers. Liability for death and personal injury shall be in accordance with the applicable law. GPJG shall not be liable if all reasonable measures have been taken to prevent a damage, or if it is not possible to take such measures.

Any exclusion or limitation of GPJG's liability shall apply to and be for the benefit of GPJG's employees, agents, servants and representatives and any third party whose aircraft is operated by GPJG and the respective employees, agents, servants, and representatives of that third party.

The charterer is liable for damage to the aircraft or the interior, also without the passenger's fault being proved. The same is applicable for the crew being deployed by the charterer. The charterer's liability is independent of a liability agreement between charterer and passenger or crew.

11. Governing law, Jurisdiction

The charter agreement as well as the performance of the transportation services are governed by the laws of Germany, in particular the Air Traffic Act, the Montreal Convention or the Warsaw Convention (as applicable) and the EC Regulation No.

2027/97 in the form of EC Regulation No. 889/2002, as well as these Terms and Conditions. Passengers shall be compensated and assisted in the event of denied boarding and for cancellation or long delay of flights, in accordance with the EC Regulation No. 261/2004.



If the customer is a merchant or a legal person under public law exclusive place of jurisdiction shall be with the courts of Duesseldorf, Federal Republic of Germany.

12. Miscellaneous

If any provision of these General Terms and Conditions 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