

GENERAL TERMS OF CARRIAGE

The following General Terms of Carriage (hereinafter referred to as "GTC") form an integral part of the passenger contract between the passenger and Goldeck Flug GesmbH (hereinafter referred to as Goldeck Flug or the Air Transport Operator). Modifications to these terms are only valid with the written confirmation of Goldeck Flug.

1 CARRIAGE OF PASSENGERS

The air carriage of passengers on the basis of the contract with Goldeck Flug is subject to the international and national regulations applicable to the individual case and, in particular, to the 1999 Montreal Convention, for example, or, insofar as this is not applicable, to the Warsaw Convention in its Hague Protocol version and the Montreal Protocol No. 2, as well as to EC Regulation 2027/97. If aircraft belonging to different airline companies are used, their contractual terms shall additionally apply, together with any further applicable statutory regulations (e.g. the standards valid at the location at which the aircraft was registered). The Air Transport Operator's liability in the event of death or physical injury, damage to luggage and lateness is duly limited on the basis of the applicable statutory provisions.

All of the aircraft used have passenger accident cover. If benefits are paid out by this insurance, liability claims vis-à-vis the Air Transport Operator are reduced by the payments made by the passenger accident insurance.

Goldeck Flug makes every effort to convey passengers and their luggage both efficiently and punctually. The departure and arrival time and also the flight time are specified in the flight confirmation or elsewhere but cannot be guaranteed. If necessary, Goldeck Flug can change or cancel the landing destinations and intermediate stops listed on the flight ticket or flight confirmation, without prior notice. In particular, Goldeck Flug does not assume any liability for catching connecting flights. The applicable mandatory regulations under international and Austrian law are reserved, insofar as these give rise to further-reaching liability.

All exclusions of liability and limitations of liability in favor of Goldeck Flug similarly apply to its employees, agents and representatives, as well as to third parties whose aircraft Goldeck Flug uses, including their employees, agents and representatives.

On security grounds, passengers are not permitted to have the following articles/materials in or as their luggage: briefcases/attaché cases with built-in alarm systems, lithium batteries and/or pyrotechnical materials; explosives, ammunition, fireworks and flare signals; gaseous substances (combustible, incombustible, frozen or toxic); inflammable liquids, such as liquid gas for lighters, paints and solvents; highly inflammable materials, substances with a high danger of spontaneous ignition or substances that develop combustible gases when in contact with water; oxidising substances; toxic and infectious substances; drugs; radioactive materials; etching agents such as mercury; magnetized materials and other materials on the list of the IATA Dangerous Goods Regulations. Excluded are medical appliances, toiletries, smoking requisites (with the exception of fuel lighters) and alcoholic drinks where passengers are transporting these in small quantities and solely for their personal use.

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2 AIRCRAFT EMPLOYED

Goldeck Flug reserves the right, even without advance notification, to make available a similar aircraft at the same price for agreed flights, if the aircraft offered/booked is not available for reasons beyond Goldeck Flug's control or for technical reasons.

3 TRAVEL DOCUMENTS AND ENTRY REGULATIONS

Passengers are responsible for ensuring that they have the necessary valid travel documents and visas for entering their destination. Goldeck Flug does not assume any responsibility for compliance with the regulations governing passenger entry. If Goldeck Flug has to pay fees or fines for missing documents or visas, the passenger or charterer shall be obliged to hold Goldeck Flug fully harmless in this respect and shall also pay Goldeck Flug an appropriate compensation for the trouble involved.

4 PARTIAL COMPLETION OF FLIGHTS

In the event of a mechanical problem, Goldeck-Flug shall take reasonable efforts to provide either replacement aircraft to complete the trip or a commercial airline alternative that may best fit the customer's schedule. Any alternative will be at the cost of the customer. If any portion of a charter was completed, customer is responsible only for the portion of the completed flight.

If flight does not reach destination due to weather, charges apply to any destination reached and return flight of the aircraft & crew (with or without passengers) to home base. The Charterer is aware that the flight schedule may change due to operational reasons beyond the control of the Carrier.

4.1 INTERRUPTION OF CHARTER

If the charter is interrupted for any reason, such as delay caused by inclement weather, air traffic control or customs, Goldeck-Flug will do whatever it can to keep delays to a minimum.

Goldeck-Flug cannot be held financially liable for any missed opportunities that occur as a direct or indirect result of an interruption of charter.

5 CUSTOMER AND PASSENGER BEHAVIOUR

The customer is responsible for ensuring that all passengers act in a reasonable and responsible manner at all times while aboard the aircraft and that all passengers comply with the instructions of the pilot on command of the aircraft. The customer is liable to Goldeck-Flug for any damage caused by any of the passengers to the aircraft.

6 PETS/SMOKING

Pets are allowed with prior Goldeck-Flug approval and carriage arrangements and an additional cleaning fee will be charged.

Our aircraft are Non-Smoking aircraft. If a passenger wishes to smoke on board a cleaning and refurbishment fee will be charged.

7 CANCELLATION FEES

If a booked flight is cancelled up to 14 (fourteen) days prior to departure, no cancellation charges will be incurred. The following rates apply for cancellations after this time:

- 13-9 days before departure 20% of the full amount
- 8-6 days before departure 30% of the full amount
- 5-2 days before departure 40% of the full amount
- 2-0 days before departure 50% of the full amount

After positioning of the aircraft, if costs are more than 50% of the full amount, round trip back to home base will be charged.

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8 SPECIFICS

The flat rate (or fixed price) does not include the following costs:

- Insurance surcharges for countries that are excluded from the regular insurance policy
- De-icing charges
- Special catering such as, for example, caviar or special wines and spirituous beverages
- Charges for limousine transfers, taxis, VIP Lounges, etc.

9 TERMS OF PAYMENT

Goldeck Flug will only carry out flights after advance payment of the agreed cost of transport to the following bank account:

Bank: BKS Bank AG, Sankt Veiter Ring 43, 9020 Klagenfurt
IBAN: AT35 1700 0001 6015 2680
BIC: BFKKAT2K

In case of payment with Credit Card (VISA or MasterCard) we have to add 5%.

10 INVALIDITY OF CONTRACTUAL PROVISIONS

If one or more clauses of the present terms are illegal or not enforceable, the remaining provisions shall still remain binding.

11 APPLICABLE LAW AND PLACE OF JURISDICTION

These General Terms of Carriage shall be subject exclusively to Austrian law.

Any disputes arising from or in connection with the carriage contract between the passenger and Goldeck Flug, including the formation and validity of said contract, shall be subject to the exclusive jurisdiction of the Commercial Court of Klagenfurt, Austria.

Signature

Date