

General Terms and Conditions

Preamble

The services and deliveries of *HTM Helicopter Travel Munich GmbH* and *HTM Jet Service GmbH & Co. KG* (hereinafter collectively referred to as "HTM") shall be governed exclusively by these General Terms and Conditions (hereinafter, "GTaC"). These GTaC shall be deemed incorporated into all agreements entered into by HTM. Thus, they shall apply to all such agreements, even if not explicitly referred to therein. General Terms and Conditions of the Client that contravene these GTaC shall not be binding on HTM, unless HTM specifically acknowledges them in writing in the context of a concluded agreement. Any amendments to these GTaC, as well as any outside arrangements, shall require HTM's explicit written consent in order to be valid.

§ 1 Offers and cancellation fees

1. All offers shall be subject to confirmation.
2. Offers shall be made based on the performance specifications of the relevant aircraft at sea level and in normal atmospheric conditions.
3. The Client is hereby informed that the performance specification of a given aircraft will be contingent on its elevation above sea level and on the prevailing temperature on the day of flight. Thus, the flight schedules set forth in an offer and/or offer confirmation shall serve as terms of reference only.
4. All terms offered in brochures, advertising, exposés, etc., as well as the associated tariffs shall be subject to confirmation.
5. Cancellation fees:

Within 5 calendar days of flight date:	30%	of the booking price.
Within 24 hours of the flight:	50%	of the booking price.
Less than 12 hours before:	100%	of the booking price.

§ 2 Delivery and flight schedules; default; impossibility

1. Delivery and/or flight dates/deadlines shall be calculated as of the date of the booking confirmation. Insofar as the Client changes a booking, the delivery and/or flight dates/deadlines shall be calculated as of the date of the written confirmation of the modified booking. HTM shall furnish written confirmation of bookings and booking changes in a timely manner.
2. Para. 1 shall also apply to business people, with the additional proviso that delivery and/or flight dates shall be without obligation unless the said dates are guaranteed in the corresponding booking confirmation.
3. In cases of force majeure, war, mobilisation, state of emergency or other events that are not the responsibility of HTM and that make booking performance impossible, HTM shall be relieved of its performance obligations for the duration of the encumbering event. This shall also include events beyond the control of HTM, such as the denial of airspace, flight paths or foreign flyover rights by the responsible authorities, as well as adverse weather conditions, aviation accidents, engine damage, unavailability of pilots, delays in fuel deliveries by the responsible supplier, etc. In all the aforementioned cases, HTM shall not be liable for damages suffered by the Client.
4. In all the cases mentioned in para. 3 above, HTM shall do everything within its power to resolve the resulting impediments as quickly as possible. In the process, the Client must give HTM all reasonable assistance. However, if an impediment remains in place for an unreasonable period of time, either Party shall have the right to rescind the relevant agreement. In this case, HTM shall be entitled to charge for all services already rendered. In all of the cases listed in para. 3 and para. 4, there shall be no right of recourse against HTM.
5. If HTM culpably causes a delay, the Client must give HTM a written deadline of two weeks in which to make good. The Client shall have the right to recourse against HTM only insofar as the delay was caused by conduct that was at least grossly negligent. The same shall apply to any impossibility of performance that is culpably caused by HTM.

§ 3 Authorisations, airfields, loading and unloading, transfer

1. The Client hereby acknowledges that a given booking cannot be legally performed until all the required official authorisations have been obtained, for example take-off and landing clearances as well as any special clearances, such as for low-level flying.

Specific terms for helicopters:

1.1. Necessary official authorisations

a) Clearances for unscheduled take-offs and landings ("outlandings"), as well as special clearances required for jettisoning or lowering of equipment, aerial photography, etc.

b) The law requires that a consent declaration be obtained from the property owner/authorised signatory with regard to an outlanding location that is intended to receive passengers and cargo.

1.2. As a rule, HTM shall be responsible for obtaining the aforementioned clearances. However, the Client must assist HTM in the process and take action on HTM's behalf if necessary.

1.3. The Client must secure an outlanding location in such a way as to prevent unauthorised access during flight operations. The instructions of the pilot and the ground crew with regard to flight operations must be followed implicitly. HTM shall not be liable for damages caused by the failure either to follow said instructions or to adequately secure an outlanding location. In addition, HTM shall only be liable for cases of intentional or grossly negligent conduct. The Client must name a staff member who will be responsible for coordinating the performance of a booking with HTM.

1.4. In accordance with the directions of HTM staff, outlanding locations must be prepared (cleared of dust or loose objects), maintained during flight operations and restored to their original condition following use. The associated costs shall be borne by the Client. If the loading/unloading location specified in a booking is changed without HTM's consent, or if the landing/loading/unloading location chosen by the Client should prove unsuitable during performance of a booking, it may be necessary to switch to a substitute location. The Client shall bear the costs of any additional flying time or other extra expense.

1.5. Transfer of risk and insurance for underslung loads.

a) The risk of cargo transport shall pass to HTM once the aircraft and its cargo lift off from the ground, but only until such time as the cargo is dropped off again.

b) HTM's liability towards its Clients for cargo-related losses shall be limited to 17.00 SDRs per kilogramme of transported freight (as per EU Directive 785/2004). If the Client wishes to take out additional insurance, he must do so at his own expense and initiative. Alternatively, he may order the relevant amount of coverage explicitly through HTM before transport, in return for a fee.

2. The Client shall be responsible for weighing the cargo to be transported, making it ready at the agreed landing location (along with itemised material lists), and loading it onto the aircraft provided by HTM. If the agreed price cannot be honoured due to unscheduled flight delays caused by the culpable conduct of the client (e.g. inadequate preparation of the construction site, incorrect weight declarations, mismatched parts to be installed), then the Client shall be responsible for all resulting extra costs. Hazardous goods must be transported in compliance with the IATA regulations for hazardous goods.

§ 4 Prices

1. All prices quoted are net prices and do not include VAT and the passenger tax according to country-specific regulations (e. g. LuftVStG). The Client shall be responsible for paying VAT and the passenger tax, which shall be listed separately on each invoice.
2. Any increases in salaries, wages, operating costs (esp. fuel prices) or government duties, taxes and fees, etc. occurring during a booking period shall be charged separately to the Client, insofar as they can be documented by HTM. This shall also apply in cases where the Client changes a booking in such a way as to create additional costs for HTM and its staff (e.g. overnight stays, travel costs, etc.).
3. The Client shall always be responsible for the costs of conveyance flights, i.e. flights that convey the aircraft from its normal location to the place of performance, even if this is not specifically spelled out in a given booking confirmation.

§ 5 Delivery notes, flight reports

The persons signing a delivery note and/or flight report shall be deemed by HTM to be authorised to accept the corresponding service or delivery. Thus, these persons shall be deemed authorised to confirm fulfilment of the specified services and deliveries by signing off on the delivery note and/or flight report.

§ 6 Liability

HTM shall be liable in accordance with the relevant legal stipulations, specifically the terms of the Warsaw Convention and the Montreal Protocols, as well as EC Directive No. 785/2004 and No. 285/2010 insofar as applicable. Insofar as is legally permissible, HTM's liability shall be limited to intentional or grossly negligent conduct. The minimum insurance coverage for the death, bodily injury, or impairment of health of an air passenger shall amount to 250,000.00 SDRs per person. In cases of travel delays, the air carrier shall be liable for up to 4,694.00 SDRs per passenger. With regard to travel luggage, the air carrier shall be liable for no more than 1,131.00 SDRs per passenger. In terms of freight, the minimum insurance cover for an air carrier operating or piloting an aircraft shall be 19.00 SDRs per kilogramme of cargo. Liability toward third parties (not passengers) shall be contingent on the maximum, fully loaded weight of the aircraft at take-off. For example, aircraft with relatively low maximum take-off loads shall be subject to the minimum coverage amounts. In all other respects, the relevant legal stipulations shall apply.

Take-off weight of the helicopter or Jet (MTOM) in kg	Minimum insurance coverage
< 2,700	3,000,000 SDRs
< 6,000	7,000,000 SDRs
< 12,000	18,000,000 SDRs

Note: A Special Drawing Right (SDR) is a currency unit developed by the International Monetary Fund (IMF). It contains fixed amounts of the most important global currencies, such as the US Dollar, the Euro, the Yen and the British Pound, and is updated each day. One SDR is currently equivalent to about EUR 1.22.

§ 7 Liability for deficiencies

1. Deficiencies must be promptly reported to HTM in writing at HTM's place of business. If such a complaint is not made in a timely fashion, the corresponding services and/or deliveries shall be deemed fulfilled. In order for complaints made orally or over the telephone to be valid, their receipt must be logged in writing by HTM. Flight and ground crews shall not be authorised to accept complaints. The deadline for asserting a legal warranty claim shall be 3 months after performance of a booking. Once this deadline expires, any legal warranty claims shall lapse.
2. Insofar as a deficiency complaint is justified, HTM shall replace the delivered and/or transported goods. However, HTM shall also have the option of reimbursing the Client for the reduced market value of such goods. In cases where HTM is also responsible for delivery of the goods, it shall reimburse the Client for flight costs as well. No further damage claims may be asserted against HTM.
3. The Client shall be liable for any damage/loss caused to the aircraft or to third parties by the transport of hazardous cargo or other items, or by the jettisoning of hazardous cargo or other items during performance of a booking, regardless of whether said jettisoning was contractually agreed or necessary for some other reason.

§ 8 Passenger transport via "taxi-copter" or helicopter excursion

1. The purchase of a flight ticket (booking confirmation) shall create a transport agreement between the passenger and HTM. The owner of the ticket shall be insured against accidents to the full amount required by law. The accompanying luggage carried by the aircraft shall also be insured to the full amount required by law.
2. The Client shall bear all costs and ancillary expenses for landings at locations other than HTM's location (e.g. landing and airport fees, hangar fees, lodging and meals for the flight crew, as well as costs due to bad weather, such as those of re-routing a flight to a safe landing location).
3. HTM shall reserve the right to cancel a flight for technical reasons and/or due to weather.

Specific terms for helicopter excursions

1.1 Excursions covered by our excursion programme shall be subject to the following additional terms:

A flight ticket shall not be valid until paid in full.

1.2 A flight date shall be set whenever one or more aircraft have been fully booked. HTM shall contact the ticket holders in a timely manner in order to schedule the corresponding flight dates.

1.3 The prospective passenger hereby acknowledges that considerable time may elapse between the time a ticket is booked and the actual flight (due to the weather or administrative considerations).

1.4 If HTM cancels as per § 8.3 above, this shall not cause the claims of the passenger to lapse. In such a case, a new flight date must be scheduled as soon as possible.

1.5 If a ticket holder turns down three separate flight dates offered by HTM, HTM shall be entitled to cancel the ticket holder's ticket and refund the original price, minus a 20% processing fee.

1.6 If a flight does not occur within 24 months of a ticket's booking date, the passenger shall have the right to cancel the ticket and demand a refund of the full original price. The passenger shall not be entitled to any additional claims, however.

1.7 A passenger shall not have the right to fly on a specific day.

1.8 If a passenger decides not to avail himself of a flight within 72 hours of the departure time without arranging for a replacement, or if he arrives too late to join a mutually scheduled flight, the passenger's right to fly shall lapse without entitlement to reimbursement or substitution.

§ 9 Payment

1. As a rule, flight bookings shall be settled in advance. Invoices shall be due and payable upon receipt. Any special arrangements must be in writing. Cheques shall be accepted in lieu of payment only. If the Client defaults on a payment, HTM shall automatically be entitled to penalty interest of 10% without having to send a dunning reminder.
2. If, after accepting a booking, HTM should become aware of facts that cast serious doubt on the creditworthiness of the Client who made the booking, HTM shall be entitled to rescind said booking and/or demand a prepayment or surety in return for continued performance. If the foregoing situation occurs whilst the booking is already being carried out, HTM shall have the right to immediately suspend its services and demand full settlement. Furthermore, HTM shall have the right to rescind or to demand a surety with respect to all booked services not yet performed.

§ 10 Offset

The Client shall be entitled to assert offsetting claims only insofar as such claims have been acknowledged in writing and/or affirmed in a court of law.

§ 11 Performance location and legal venue

The place of performance and legal venue for all bookings made with HTM shall be Munich, Germany. The Parties specifically agree that the agreement between them shall be subject exclusively to German law.

§ 12 Sundry provisions

If any provision of these GTaC should be invalid, this shall not affect the validity of the remaining provisions. An invalid provision is to be re-interpreted in a manner that comes as close as possible to its original commercial intent.

The instructions of the pilots and ground crews with regard to flight operations must be followed implicitly. Claims for damages caused by failure to heed said instructions shall not be accepted by HTM. The Client shall designate a contact person who shall act as an authorised signatory vis-à-vis HTM with regard to the performance of bookings.

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