

General Conditions of Business for commercial/executive air taxi transportation

1. General

All conveyance services provided by the air carrier are rendered subject to commercial air taxi transportation regulations.

2. Implementation of Flight

The air carrier undertakes to implement flight contracts according to pertinent air traffic regulations. This obligation is not applicable if the contracted flight or parts of the contracted flight are not in accordance with legal and/or air traffic control regulations e.g. non-acceptance of entry application or if other safety factors e.g. weather, bomb threats etc. do not permit the flight or parts of the flight to be implemented. Should it come to pass that a flight can only be implemented partially only the actually performed part will be invoiced.

3. Landings at Alternate Airports

Should the air carrier be forced to deviate from the originally contracted flight route due to weather or other reasons and be forced to land at another than the planned airport the air carrier will not assume responsibility for the costs incurred to transport the passengers to the original destination. The same applies to return flights. Should the requirement for such an alternate landing become obvious before take off the carrier is obliged to inform the charter customer immediately. In such case the charter customer has the right to cancel the flight without any reciprocal charges for compensation.

4. Pricing and Payment

This price is subject to availability, Slots, Traffic Rights and Schedule.

Special Handling Fees, De-Icing Fees, PPR, VIP lounge, airport peak charges, airport extension fees and airport parking costs and all other Extra Costs are not included in the price.

All invoices by the air carrier are to be paid in full in advance before take off, payment received on the JK JETKONTOR AG account.

5. Cancellation

Should the charter customer cancel a booked and confirmed flight the air carrier is entitled to charge the following indemnity:

1. 10 % of the charter price if cancellation is made not later than 30 days prior to departure
2. 25 % of the charter price if cancellation is made not later than 14 days prior to departure
3. 50 % of the charter price if cancellation is made not later than 7 days prior to departure
4. 80 % of the charter price if cancellation is made less than 7 days prior to departure

6. Technical Failure

Should the agreed aircraft type not be available due to technical or other reasons the air carrier is entitled to provide a substitute aircraft. However, the standard of the substitute aircraft should be equal to the originally stipulated aircraft

7. Place of Performance and Domicile

Place of Performance and Domicile is Hamburg. Any disputes arising hereunder will be settled before a competent Hamburg court of law. German law is agreed.