

## DANISH AIRTAXI ASSOCIATION

### GENERAL TERMS AND CONDITIONS - DAAGB 2005

§ 1. The general terms and conditions below are drawn up by the association of airtaxi companies, Danish Airtaxi Association, and are applicable, unless otherwise agreed in writing, to all flights ordered from, or performed by a member of the association, hereinafter called "the company".

The general terms and conditions are also applicable if the company uses electronic booking of flights and/or electronic tickets.

#### AIRCRAFT AND CREW

§ 2. The company shall provide to the charterer an airworthy, manned and refuelled aircraft. The company may use other, similar aircrafts or companies, whether member of the association or not, to perform the flight ordered without reducing the price.

§ 3. The captain of the aircraft has the right to reject passengers or goods at any time, if, in the circumstances, this is found to be necessary. The company's staff is subject to the company's instructions alone.

#### PRICE, CANCELLATION, PAYMENT

§ 4. The price includes all expenditure connected with the flight, unless otherwise agreed. The company reserves the right to use any available capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is assigned to the charterer, without any compensation to the charterer or reduction of the price.

§ 5. The price does not include expenditure arising as a result of passengers or goods being delayed prior to the commencement of the flight, or from a restraint on transportation as a result of e.g. public or medical orders, restraints, investigations or the like, and the company is in no way responsible for any such expenditure. Any expenditure incurred by the company in connection with such matters shall be reimbursed by the charterer. Unless otherwise agreed in writing, the company is also entitled to compensation for any period of waiting whether caused by the charterer nor not, and, unless otherwise agreed, the company may cancel the flight without compensation or reduction of the price agreed, when the aircraft has been waiting for more than 3 hours.

§ 6. The company is not in any way responsible for expenditure after arrival at the destination.

§ 7. In the event that the charterer cancels a flight already ordered less than 48 hours before the commencement of the flight, the company is entitled to 25% of the agreed price, unless otherwise agreed in writing.

#### THE FLIGHT, CANCELLATION, FORCE MAJEURE, ETC.

§ 8. Performance of the flight is subject to all necessary authorisations, including permission to start, overfly and land, being obtainable, unless special circumstances prevail.

§ 9. The company reserves the right to postpone, cancel or redirect the flight in the event that the flight cannot be performed as scheduled due to war, riots or the like, strike, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, detention or any other force majeure of any nature, technical reasons, weather conditions or due to other events outside the control of the company, or when the safety of the passengers or the crew are found to be in danger by the captain or the company's staff. Unless stated otherwise in mandatory (indispensable) legislation, the company is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned events.

§ 10. In the event that the company cancels a flight due to circumstances as stated in § 8 and 9, the company shall reimburse the charterer any prepaid amounts relating to the flight in question. In the

event that the company partially cancels a flight, e.g. a particular leg, as a result of circumstances as stated in § 8 and 9, the company shall reimburse the charterer a proportional amount. The company is in no way responsible for any subsequent transport costs or other expenditure imposed on the charterer as a result of the cancellation.

#### DAMAGE, DELAY, LIMITATION OF LIABILITY, ETC.

§ 11. The liability of the company for death, personal injury, loss of or damage to baggage, loss of or damage to goods and delay is governed by (1) Council Regulation (EC) No 2027/97 on "air carriers liability in the event of accidents" and later amendments, in particular Regulation (EC) No 889/2002 of the European Parliament and of the Council, (2) Regulation (EC) No 261/2004 of the European Parliament and of the Council on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay, and (3) the Danish Aviation Act.

The liability of the company is described in the enclosed summary of the most material rules on the liability of the company, cf. Regulation (EC) No 889/2002 of the European Parliament and of the Council. The summary cannot be used as basis for a claim for compensation, nor to interpret the provisions of the above regulations or of the Montreal Convention.

**The charterer is responsible that all passengers and consignors of goods have received or are otherwise familiar with the enclosed summary and the following provisions:**

The company's liability by virtue of the Danish Aviation Act for death and personal injury is unlimited; however liability in excess of SDR 100,000 can be rejected or limited by the company to the extent that the company establishes that the company or its employees have taken all necessary and possible precautions to avoid the accident. The company may be exempted from liability, wholly or partly, if the company establishes that the accident is caused wholly or partly by the claimant.

The company's liability by virtue of the Danish Aviation Act is limited to the following amounts:

|            |                         |
|------------|-------------------------|
| A. Delay:  | SDR 4,150 per passenger |
| B. Baggage | SDR 1,000 per passenger |
| C. Goods:  | SDR 17 per kg.          |

Luggage with a value exceeding the above amount should be declared to the company at check-in in consideration of paying a supplementary fare or be fully insured by the charterer or the passenger before travelling.

Charterer shall indemnify the company for any amount paid in accordance with this provision or for any other compensation paid to passengers, consignors or consignees of goods, or others unless the event giving rise to the payment is caused by fault or negligence at the company.

§ 12. The carriage of dangerous goods on the flight is not permitted. Dangerous goods include, but are not restricted to, compressed gasses (flammable, non-flammable and poisonous), corrosive materials, wet batteries, explosive materials, weapons, ammunition, fireworks, inflammable liquids, paint, lighter gas, matches, bleaching agents, magnetic materials, oxidising liquids and radioactive materials.

§ 13. All disputes regarding one or more flights ordered from or performed by the company shall, unless otherwise stated in mandatory (indispensable) legislation, be decided in accordance with Danish law at the company's venue.

§ 14. In case of any discrepancies between the English and the Danish text in these general terms and conditions, the Danish text shall be decisive.

Summary:

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community 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 100000 SDRs (approximately DKK 850,000 March 2005) 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 16000 SDRs (approximately DKK 136,000 March 2005).

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 4150 SDRs (approximately DKK 35,275 March 2005).

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 1000 SDRs (approximately DKK 8,500 March 2005).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately DKK 8,500 March 2005). In the case of checked baggage, it is liable even if 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 on 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 Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.