

General Conditions of Carriage and Contract

of ProAir Aviation GmbH,

Supplementary to other applicable legal provisions, the following contractual conditions comprise the content of the air transportation contract concluded between the contract partners.

Any variations from the Terms and Conditions of Contract will only come into effect after written confirmation by ProAir Aviation GmbH

1. Booking and Payment

Registration can ensue in writing, orally or via telephone.

Such becomes legally binding upon conclusion of the air transportation contract.

The payment conditions agreed in the air transportation contract apply. ProAir Aviation GmbH can refuse transportation if payment has not been made at least 30 minutes prior to the agreed departure time or if the contractor unjustifiably refuses full or partial payment of the transportation prior to departure despite the demand of ProAir Aviation GmbH.

ProAir Aviation GmbH is not liable for damages occurring as a result.

2. Performances

ProAir Aviation GmbH assumes the transportation from the departure airport to the destination airport of passengers, their baggage and other goods of all types according to the air transportation contract, as far as the transportation of such is not excluded by authoritative legislation or pertinent provisions.

ProAir Aviation GmbH assumes services and care on board in accordance with the agreements made in the air transportation contract.

ProAir Aviation GmbH has the right to employ another air carrier as a servant or agent or an aircraft other than the one specified in the air transportation contract.

3. Special Services

ProAir Aviation GmbH shall invoice the contractor for any special services rendered or organized, such as but not limited to: VIP Service, Limousine Service, SAT Phone etc.

4. Transportation Times

The transportation times specified for the air transportation in the air transportation contract are binding.

For delays and other disruptions of the flight operation which result in any damages, ProAir Aviation GmbH and/or servants or agents are liable only for their own gross negligence or willful conduct.

In case the contractor causes delays from the transportation times according to the air transportation contract he shall compensate ProAir Aviation GmbH for the resulting additional parking and airport fees as well as additional ground and block times.

5. Conditions of Transport

The contractor assumes all responsibility for ensuring via instruction of the passenger(s) that the passenger(s) comply with all regulations of the countries from which the flight originates, passes over or in which it lands and that the passenger(s) can present all entry and departure documents, health certificates and other official documentation that are required by the affected countries.

ProAir Aviation GmbH is not liable for damages resulting from the failure to observe or non compliance with regulations or instructions.

Passengers are not permitted to transportation the following as baggage:

- a)** Objects and materials which qualify as dangerous goods within the context of § 11 of the German Air Transport Safety Act (LuftSiG) and which are capable of endangering the aircraft or persons or objects on board the aircraft. This includes in particular explosive materials, compressed gases, oxidizing, radioactive or magnetizing materials, easily combustible materials, poisonous or aggressive materials and, further, fluid materials of all types (with the exception of such liquids as the passengers carry in their hand luggage for consumption and use during the travel).
- b)** Objects for which transportation is prohibited according to the regulations of the countries from which, over which or into which the flight takes place.
- c)** Objects which are unsuitable for transportation in the opinion of ProAir Aviation GmbH or its servant(s) or agent(s) on the grounds of their weight, their size or type.
- d)** All other items according to Annex of EU Regulation No. 2320/2002 of the European Parliament dated 16th December 2002.

Upon demand, the passenger(s) is/are to attend and assist in the inspection of their checked or unchecked baggage by customs or other officials.

ProAir Aviation GmbH or its servant(s) or agent(s) may refuse the transportation or further transportation of a passenger if

- a)** this measure is necessary on the grounds of safety or order.
- b)** the measure is necessary in order to prevent infringement against the regulations of the countries from which, over which or into which the flight takes place.
- c)** the conduct, the condition or the mental or physical state is such that the passenger requires special support by ProAir Aviation GmbH which ProAir Aviation GmbH cannot guarantee or can only guarantee with disproportionately high expenditure, or the passenger has caused significant or repeated difficulties or whose presence cannot be expected to be tolerated by other passengers.

d) the passenger presents a significant danger to him/herself or other persons or objects of significant value.

If the passenger carries on his/her person or in his/her baggage weapons of any type, in particular firearms, striking weapons or electrical shock weapons as well as spray gas that are used for attack or defence purposes, munitions or explosion-hazardous materials or objects whose external form or designation awaken the impression of weapons, munitions or explosion-hazardous materials, then he/she is to notify ProAir Aviation GmbH or its servant(s) or agent(s) of such prior the commencement of travel. ProAir Aviation GmbH only permits the transportation of such objects when they are transported in accordance with the provisions regarding the transportation of hazardous goods as freight or checked baggage.

The former does not apply for police officials who are obligated to carry weapons in the fulfillment of their duties. These are to hand over the weapon to the responsible aircraft commander prior to the flight.

ProAir Aviation GmbH assumes no liability should he/she decide in good faith after due consideration that the transportation is not permissible in accordance with his/her interpretation of authoritative legislation and regulations and as a result subsequently refuses the transportation and such does not occur with gross negligence.

6. Commander's authority

The commander of the aircraft is authorized to take all necessary safety precautions. Accordingly the commander is fully competent to decide on the payload, seating capacity, passengers, their belongings and the loading/unloading and distribution of the baggage and freight. The commander shall similarly decide if and how the flight shall be performed. Furthermore the commander 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 right of other passengers or the flight crew. In such an event the contractor shall pay all additional cost incurred due to the taken measures.

7. Taxes, Customs, Penalties and Fines

All taxes, compensations or other duties charged by government, communal or other authorities or by airport companies in relation to the passenger(s) or to their utilisation of services are to be paid in addition to the freight remuneration as far as these are not included in the agreed freight remuneration according to the air transportation contract.

Should ProAir Aviation GmbH be required to pay or deposit penalties or fines or other expenditures because a passenger does not comply with the regulations regarding entry or passage through the affected country or because the authority of the certificates required by such regulations is not

properly on hand, the passenger(s) and the contractor are individually and mutually liable for the restitution of such.

8. Withdrawal from the Air Transportation Contract

Transportation has commenced when the aircraft, for the purpose of fulfillment of the contract, is operated - i.e., is moved under its own power.

Aircraft movements that are conducted for positioning of the aircraft at the departure airport also apply as commencement of the transportation in terms of contract fulfillment purposes.

In the event of a withdrawal from the air transportation contract by the contractor prior to commencement of the transportation, ProAir Aviation GmbH applies an overall claim to cancellation fees which are calculated from the total flight price as follows:

- Up to 14 days prior to commencement - 25 %
- Up to 7 days prior to commencement - 50 %
- Up to 1 day prior to commencement - 75 %
- On the day of the transportation commencement -100%

If the contractor withdraws from the air transportation contract following commencement of the transportation, then the contractor is obligated to pay the full price of the flight.

Receipt of a written withdrawal declaration at the business premises of ProAir Aviation GmbH is decisive for withdrawal from the air transportation contract.

9. Liability and Time Limitation

ProAir Aviation GmbH is liable for the proper execution of the transportation according to the Warsaw Convention as well as the EU Regulation No. 2027/97 and No. 261/2004.

ProAir Aviation GmbH is not liable for Force Majeure (in particular for official authority operations, sabotage and strike measures which are not included in the sphere of responsibility of ProAir Aviation GmbH).

ProAir Aviation GmbH is not liable for damages which are not caused by ProAir Aviation GmbH or its servant(s) or agent(s).

Claims against ProAir Aviation GmbH in case of delay, non-carriage or cancellation will be treated according to EU Regulation No. 261/2004 and have to be made in written form. All necessary forms are available with ProAir Aviation GmbH or via the homepage of the Luftfahrtbundesamt (www.lba.de).

10. Other

No oral subsequent agreements exist and such come into effect only upon written confirmation.

Provisions of the transportation contract or these transportation conditions cannot effectively be altered, limited or excluded by agents, employees or representatives of ProAir Aviation GmbH.

Legal domicile for both parties is – as far as these are certified commercial representatives – Filderstadt. The laws of Germany shall be applicable.