

# General Terms and Conditions of Business

SKYLINE Aviation  
Viktor-Kaplan-Straße 2/F  
2700 Wiener Neustadt  
AUSTRIA

## 1. General Terms and Conditions of Business

The following General Terms and Conditions of Business of SKYLINE Aviation GmbH (SKYLINE) are an integral part of each agreement with SKYLINE, applicable in their current version at the time of conclusion of the corresponding agreement. Differing or contradicting agreements shall not be recognized by SKYLINE unless they are expressly approved by SKYLINE in writing.

These Terms and Conditions apply to private costumers, business people and business organizations, unless a distinction is made in the corresponding clause.

1.1. A Charter Agreement shall come into existence upon reconfirmation (acceptance) of the part of the Charterer of the booking confirmation received from SKYLINE, in good time and writing.

1.2. Following receipt of an inquiry from a charter customer, SKYLINE shall verify the availability of aircraft and crew. If aircraft and crew are available, SKYLINE shall submit a non-binding proposal in writing. The proposal shall specify the key details of the corresponding flight (flight times, aircraft type, destination and costs). If the Charterer confirms the information in the proposal – in writing or by phone – and wishes to place a booking, SKYLINE shall send a booking confirmation to be signed and returned by the Charterer within the defined time limit. Once the Charterer has signed and returned the booking confirmation within the defined time limit (the date upon which SKYLINE receives the confirmation shall apply), a binding Charter Agreement shall come into existence.

1.3. Until SKYLINE has provided the Charterer with booking information, the offered service shall remain subject to the availability of the aircraft and crew, and conditional upon the technical feasibility of the flight, and the granting of transportation laws, take-off and landing slots and other forms of flight clearance by authorities etc.

1.4. SKYLINE at any time has the right to cancel the flight i.e. to terminate the charter contract.

## 2. Air transportation services

2.1. The Charter Agreement entitles the Charterer to an air transportation service in accordance with the relevant air transport legislation. The Charterer shall remain the sole contractual partner.

2.2. In case a Charter Agreement is concluded, SKYLINE shall be obliged to provide the flight requested with a properly equipped and fueled aircraft with crew, from the agreed point of departure to the agreed destination at the agreed time. SKYLINE shall be entitled at any time to replace the aircraft suitable for the flight, which is based on a Charter Agreement concluded between SKYLINE and the Charterer.

2.3. The Charter Agreement shall include transportation of passengers` baggage unless otherwise agreed. The number and weight of bags that can be carried depends of the destination, the number of passengers, the aircraft booked and expected weather conditions. The pilot is finally entitled to reduce

the maximum baggage allowance per passenger for safety reasons, on case by case basis. Under these circumstances, the Charterer shall not be entitled to terminate the Charter Agreement.

2.4. Should SKYLINE be forced to make an unscheduled stop due the unforeseeable events, such as poor weather conditions, SKYLINE shall be entitled to demand that the Charterer reimburse all additional cost resulting.

2.5. SKYLINE may cancel or delay a flight without being liable to pay any cancellation fee or compensation whatsoever in the event that the regarding flight cannot be performed or completed due any cause beyond the control of SKYLINE, including – but not limited to – strikes, lock out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil authorities, Force Majeure, fire, flood, fog, frost, ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by public authorities, breakdown or accident to aircraft, or if the safety of passengers is deemed by the aircraft commander or SKYLINE operational supervisors to be in jeopardy.

In case of such constellations SKYLINE shall be under no obligation or liability towards Charterer beyond refund of the agreed charter price for such cancelled flight deducted by cancellation fees that may apply.

2.6. Costs for de-icing, or for sheltering the aircraft in a hangar to avoid de-icing, are not included in the price of the flight. SKYLINE is entitled to charge for these expenses separately upon presentation of documentary proof.

### **3. Subchartering**

3.1. SKYLINE is entitled, at any time, to substitute the aircraft with one several aircraft suitable for the chartered journey. SKYLINE is also entitled to outsource (subcharter) the chartered flight or other obligations specified in the Charter Agreement, in part or in whole, to another airline or charter company. SKYLINE will notify the Charterer of any such changes as soon as possible before departure.

3.2. A change in the aircraft or the company does not entitle the Charterer to withdraw from the Charter Agreement, unless the deployed aircraft differs from the booked aircraft in type or condition to an unacceptable extent, or there are significant reasons relating to the subcharter company, that make transportation with this company unreasonable.

3.3. In case, that SKYLINE is acting as a broker and such regarding flight is performed by a third party operator (subcharter), SKYLINE shall not be liable for any damage / harm / disadvantage caused by the performance or non-performance of such third party operator its' and any other vicarious agent.

3.4. In case of subchartering the General Terms and Conditions of Business of the subcharter company are used.

### **4. Transport of dangerous goods and other objects**

4.1. Objects or animals that may endanger the aircraft or people on board may not be transported. All passengers are obliged to read the list of objects prohibited from hand baggage or hold luggage before they board the plane. Should a passenger carry dangerous goods on board, either on their person or in their baggage, in particular, without limitation, weapons or objects that may be used as weapons, the passenger must show these the pilot before the start of the journey.

4.2. The pilot shall come to a decision on whether and how the transport such weapons or objects and is entitled to cancel the flight if it is feared that individuals or the aircraft may be endangered. No such objects shall be allowed on board, if it is feared that individuals or the aircraft may be endangered.

4.3. The pilot is entitled to cancel the flight at any time, if the behavior of any passenger poses a threat to the safety and rights of other passengers (4.2.). In such instance, SKYLINEs' entitlement to payment for the price of the flight remains valid and unaffected, and the Charterer shall pay any additional costs arising from the corresponding action taken.

## 5. Passenger and Cargo Entry documents

5.1. SKYLINE takes absolutely no responsibility with the regard to visa requirements of its passengers.

5.2. The Charterer is responsible for ensuring that passengers have all travel documents required for entry into and exit from a country, including, without limitation, passports, visas, documentary proof of vaccination etc.

5.3. The Charterer shall be obliged to provide SKYLINE with a Passenger list, which has to contain any special information, not later than 12 hours prior departure.

5.4. Should there be any levy due the lack of required entry documents of passengers or cargo, the Charterer will be billed with such costs.

## 6. Charter Price and Payment Conditions

6.1. Payment agreements are specified in the booking confirmation. The Charter Price shall mean the amount payable to SKYLINE by Charterer for services supplied under these terms. The Charter Price shall apply to any agreed flight from the point of departure to the destination.

6.2. Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice, but at last the Charterer shall make payment within three days after signing the Charter Agreement, but at least five days before departure to the account named by SKYLINE:

### **Raiffeisenlandesbank NÖ-Wien AG – MAIN ACCOUNT**

IBAN (EUR): AT79 3200 0404 1167 9172  
BIC (EUR): RLNWATWW

### **Raiffeisenlandesbank OÖ AG – Citation XLS (OE-GWV) only**

IBAN (EUR): AT64 3400 0000 0724 6374  
BIC (EUR): RZOOAT2L

### **Erste Bank der österreichischen Sparkasse AG – alternative to main account**

IBAN (EUR): AT27 2011 1840 1856 9800  
BIC (EUR): GIBAATWWXXX

Should payment be delayed, SKYLINE shall be entitled to interest 10 per cent a year of the Charter Price. The price of the flight may not be netted against other claims. In the case of late or incomplete payments, SKYLINE reserves the right to cancel the booking at the expense of the Charterer and deny boarding.

6.3. SKYLINE will not start with its preparatory operation regarding the Charter Agreement, until the above mentioned Charter Price has been credited in its full amount on the regarding SKYLINE account and the Charter Agreement has been duly signed by SKYLINE and the Charterer.

6.4. The following cancelation fees shall become payable with immediate effect should Charterer cancel the Charter Agreement for any reason. The Charterer shall advise SKYLINE in writing of his cancellation of the Charter Agreement.

In this event, the following cancellation fees will be charged:

Until 10 days prior departure:	10 % of the Charter Price, at least € 1.000,00
Until 9 to 7 days prior departure:	20 % of the flight price
Until 6 to 3 days prior departure:	40 % of the flight price
Until 3 to 1 days prior departure:	60 % of the flight price
24 hours prior departure:	80 % of the flight price

In the event, the journey is not being made and the flight services have already been provided:  
100 % of the flight price

The deadlines are based on the time at which SKYLINE receives notification of the withdrawal.

Should a third party charter flight be cancelled by SKYLINE, the cancellation fees of the third party charter company shall apply and be charged in full. SKYLINE expressly reserves the right to bring claims for further damages.

6.5. The Charter Price shall apply to any agreed flight from the point of departure to the destination and shall include only:

- expenses for operating and maintaining the aircraft,
- reimbursement for the crew of the aircraft,
- insurance premiums,
- landing, parking and hangarage fees as well as ground crew and other airport fees for the aircraft (with the exception of de-icing charges),
- standard catering during the flight in accordance with the arrangements made by SKYLINE,
- international route changes.

In particular, the Charter Price does not include:

- the cost of transporting Passengers to and from the airport and between airports and terminals,
- the cost of customs inspections, custom duties and other charges payable that do not include the charges mentioned above,
- further expenses resulting from alterations to the provisions of the flight contract requested by Charterer or as a consequence of changes made by Charterer,
- license fees,
- additional costs due any extension of the flying time by more than 15 minutes compared to flying time specified in the quotation, or caused by bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of Carrier,
- additional costs resulting from the necessity of flying to an alternative airport or of making a stopover due to bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of SKYLINE,
- additional costs from Force Majeure, in particular de-icing of the aircraft,
- Credit Card Surcharges (4,0 % American Express, 3,0 % all others).

The costs, charges and fees included in the Charter Price are continuously subject to alteration, and SKYLINE shall therefore be entitled to take such alterations into account, and to increase the Charter Price to the extent necessary to accommodate these changes.

## 7. Termination and Cancellation

SKYLINE shall have the right to terminate the Charter Agreement with immediate effect for pressing reasons without any infringement of its rights, in particular:

- if the Charterer violates his obligations arising from the Charter Agreement, in particular if he fails to pay the Charter Price in due time (6.2.) at the conditions stipulated,
- if insolvency proceedings are commenced against the Charterer, respectively rejected due to lack of funds, seizure of Charterers property is effected, or permission for prolongation of payments is given based on judicial or administrative proceedings or on the Charters request for out of court composition with its creditors,
- if force majeure of factors caused by the Charterer or Passengers prevent completion of the agreed flight,
- if the corresponding government authorities have issued travel or security warnings for the agreed destination that suggest the aircraft or individuals could be endangered,
- if the Passengers do not arrive at the agreed time or if the Charterer fails to provide the luggage or freight for the flight at the agreed time,
- if there are other significant reasons that mean SKYLINE cannot reasonably be expected to comply with the agreement.

SKYLINE shall not be liable for any damage / harm / disadvantage caused as a result of such cancellation.

## 8. Special Services

Special services provided and/or made available by SKYLINE, for example VIP treatment, special catering service, on board telecommunication via satellite phone etc., shall be charged separately to the Charterer.

8.1. Special Services, charges not included in the charter price (6.5.) and any kind of other additional expenses will be further charged separately at suppliers' rate plus graduated disbursement fee:

- Until EUR 400,-- invoiced (per invoice) 10 % disbursement fee,
- Above EUR 400,-- invoiced (per invoice) 5 % disbursement fee (min. EUR 40,--),
- Above EUR 1.800,-- invoiced (per invoice) 3 % disbursement fee (min. EUR 90,--).

## 9. Penalty (charge)

9.1. If passengers do not show up at the departure airport 30 minutes after planned departure time, SKYLINE has the right a) either to depart on the planned departure time without passengers b) or charge waiting time unless SKYLINE was informed about the delay in due time (40 min. prior departure) and accepted it.

Waiting fees:

- 0 – 30 minutes: free of charge
- 31 – 60 minutes: EUR 200,--
- 61 – 90 minutes: EUR 200,--
- Over 91 minutes: EUR 400,-- per hour or part thereof

9.2. An aircraft specific common catering principally is included in the charter price. Should the Charterer order catering which is not covered by SKYLINEs' catering budget, SKYLINE will charge the balance. In any event it is agreed that the Charterer needs to pay the full catering at suppliers' rate to

SKYLINE if the passengers didn't eat an appropriate (commonly used) quantity of the catering i.e. most of the catering needs to be thrown away.

## 10. Data Protection

10.1. To comply with the regulations of the GDPR (General Data Protection Regulation), SKYLINE requires allowance to forward such data to all necessary partners, subcontractors, suppliers, etc. who may be located inside and outside the European Union.

10.2. Should Charterer book SKYLINE services for someone else than him- or herself SKYLINE assumes that such person or entity has obtained permission from all passengers to forward personal data to us.

10.3. With Charterers' signature on SKYLINE contract it is acknowledged that Charterer has been informed about the use of all data provided to SKYLINE and that Charterer is aware that this personal data will be passed on to third parties inside and outside Europe to fulfill the contract.

10.4. Detailed information about which data SKYLINE keeps and to whom it might be forwarded can be found in SKYLINES' Privacy Policy on the corporate website.

## 11. Disclaimer

11.1. SKYLINE is not liable for the death, injury or health impairments of a passenger on board a SKYLINE aircraft or upon boarding or leaving the aircraft (personal injuries), for the cancellation or delay of flights, and for the loss of or damages to baggage, in accordance with the legal provisions defined in clause 12. Applicable legislation, legal venue.

11.2. SKYLINE shall be liable for delay, damage, destruction and/or loss of luggage only if caused willfully or by gross negligence, and then only to the maximum limits specified in the applicable regulations. SKYLINE shall not be liable for the loss of and/or damage to or the delay of fragile or perishable goods, or those unsuitable for air transport and not permitted to be carried by air, as well as valuables such as jewelry, money, shares, precious metals, documents and/or electronic equipment, contained in a Passengers luggage without the knowledge of SKYLINE.

11.3. Irrespective of legal provisions, the liability of SKYLINE, its representatives, agents and employees shall be limited to the maximum amounts defined by law. Upon request, SKYLINE shall inform the Charterer of the key details of the contract, in particular maximum cover.

11.4. SKYLINE shall not be liable for any damage / harm / disadvantage caused by the performance or non-performance of its' vicarious agents, of third party operators and any other involved vicarious agents.

## 12. Applicable legislation, legal venue

12.1. The performance of the charter service is subject to the laws of the Republic of Austria, in particular, without limitation, as well as the provisions of the Montreal Convention, the Warsaw Convention and Regulation 2027/97 of the council of the European Union, and the General Terms and Conditions of Business of SKYLINE.

12.2. Compensation and/or assistance in the event of denial of boarding or cancellation or major delay of flights shall be provided to passengers pursuant to Regulation (EC) 261/2004 Abl. No. L 46 of the Council of the European Union.

12.3. In the event of any dispute resulting from or in connection with this Charter Agreement, the changes and additional agreements, the court of Vienna, Austria, competent as regards the subject matter, shall have exclusive jurisdiction.

12.4. The assignment and transfer of rights and obligations arising from the Charter Agreement by the Charterer require the express written authorization of SKYLINE.

12.5. Should one or several provisions in these General Terms and Conditions of Business be or become invalid, this shall not affect the validity of the remaining provisions. In such insurance, the invalid provision shall be replaced by a valid provision of which the meaning and intended economic effect come as close as possible to those of the original provision.

AUSTRIA, Wiener Neustadt  
June 12, 2019