

## **General Terms and Conditions**

The following terms and conditions apply to all contracts for charter of aircraft between SPREE FLUG and its contractual partners and are part of the contract.

Any deviating terms shall only apply, if expressly confirmed by SPREE FLUG in writing. The communication via fax or E-Mail is acceptable.

Reconfirmations of the contractual partner with reference to its own general terms and conditions are hereby expressly contradicted.

### **Offers / Contracts**

All offers of SPREE FLUG are not binding and are subject to availability of the aircraft till the contract is confirmed.

Prices stated in offers / contracts include charter price relevant to the scheduled flight time of the aircraft and regular costs such as landing fees, overnight fees for the crew. Additional costs can arise for handling, de-icing/anti-icing, required permits or approvals and VISA according to expenditure and will be charged in addition. Charges not related to normal operation (such as but not limited to security patrols fee, fees not related to any service, (high) special fees charged to GA traffic or protection money) will also be charged in addition according to expenditure.

If the flight starts not at the home base the ferry flights will be charged as well.

The confirmation of a flight can be made by phone, fax, mail or e-mail.

### **Performance of the flight**

The flight will be conducted according to the offer and contract and is subject to the necessary traffic rights, the weather conditions, the technical condition and airworthiness of the aircraft as well as the exclusion of force majeure.

### **Flight Time**

Flight times stated are the time between take-off and landing. That means the whole journey includes the times for starting and shut off the engines and taxi times.

### **Operation of flight**

The SPREE FLUG is only liable for delays or interruptions of flight if it is SPREE FLUGs fault.

The SPREE FLUG may refuse to carry a passenger, emphasize the booked flight order or exclude the passenger at an intermediate landing if this action is necessary for safety or security reasons, this action is necessary to avoid breach of or offence against laws of States of departure, overflight or arrival, or because of the behavior of the passenger.

In exceptional cases, SPREE FLUG is, where there is good cause, entitled to change, postpone or cancel the flight for reasons relating to safety, technology, weather or force majeure. SPREE FLUG

shall not be liable for any resulting costs or damages, with the exception of costs or damages caused by intent or gross negligence.

Should SPREE FLUG be unable to complete the agreed flight, the price of the flight shall be reduced pro rata in accordance with the extent to which the flight was completed and the number of flight hours. This shall not apply if the flight does not take place or is not completed due to factors for which the Charterer, a passenger or an individual for whom they are accountable is responsible.

SPREE FLUG is entitled, at any time, to substitute the aircraft with one or several aircraft suitable for the chartered journey.

### **Baggage**

Transport of dangerous goods and other 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 as defined in Section 27, Subsection 4 of the German Air Transport Act (LuftVG) 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 to the pilot before the start of the journey.

The pilot shall come to a decision on whether and how to 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 objects, bulky baggage, etc. shall be allowed on board if there is any risk what so ever of significant injuries or harm to individuals, or of damage or soling of plane equipment.

In case the passenger carries along whatsoever type of weapons, in particular firearms, batons or thrust weapons, which are capable of being used for attack or defense purposes as well as munitions or explosives, which - due to their physiognomy or marking - are capable of purporting to be weapons, munitions or explosives, the passenger shall announce this fact prior to start of the journey/ flight. SPREE FLUG allows the carriage of such objects only, if being transported according to the applicable provisions for the carriage of dangerous goods. The last provision does not apply to police officers who are obliged to carry arms to fulfill their official duty. Those have to hand over the weapons before flying to the responsible pilot in command.

### **Administrative formalities**

The passenger shall observe all laws, regulations, orders, requirements or travel requirements of the countries that are approached or overflown, or which are point of departure, as well as all rules, orders and instructions of SPREE FLUG.

The passenger shall produce entry and exit documents, which are required according to laws, regulations, orders, requirements or conditions prescribed in the relevant countries. The air carrier has the right to deny transportation, if the passenger does not obey applicable laws, regulations, orders, demands or requirements or if required documents are not complete.

SPREE FLUG shall not be liable for any loss or expense resulting from the fact that a passenger or contractual partner does not obey these provisions.

The passenger shall be liable for all damages, including penalties, fines and expenses being payable or deposited due to non-obedience of laws or regulations, orders, documentation or travel requirements of the entry or transit country or due to non-availability of complete required documents.

The passenger is obliged to immediately refund advanced expenses paid or deposited by SPREE FLUG.

### **Payment**

Payment agreements are specified in the booking confirmation. Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice. Should payment be delayed, SPREE FLUG shall be entitled to interest of 5 per cent above the applicable basic interest rate pursuant to Sections 248 and 288 of the German Civil Code (BGB), but in any case at least 9 per cent. SPREE FLUG reserves the right to assert claims for further damages due to a delay in payment. The price of the flight may not be netted against other claims.

SPREE FLUG reserves the right to cancel the booking at the expense of the Charterer and deny boarding.

### **Withdrawal from agreement / change of booking**

Withdrawal from the Charter Agreement on the part of the Charterer must be made in writing and may be via post, fax or e-mail. Should the Charterer withdraw from a flight on an aircraft owned and operated by SPREE FLUG before the planned date of departure, the following cancellation fees shall apply:

- Up to 14 days prior the first scheduled departure date: 10%
- Up to 7 days prior the first scheduled departure date: 20%
- Up to 48 hours prior the first scheduled departure date: 70%
- Less than 48 hours prior the first scheduled departure date: 80%
- no-show 100%.

In case that the flight or the first leg should take place from an airport other than Berlin Schoenefeld, the costs of a necessary and conducted positioning flight is to be fully borne by the contractual partner.

The cancellation fee is at least 600,00 €.

The deadlines above are based on the time at which SPREE FLUG receives notification of the withdrawal

### **Data protection**

The charterer authorizes SPREE FLUG to collect, process, use and/or shares this information solely for these purposes with SPREE FLUG, government agencies, other carriers or providers of the aforementioned services.

### **Liability and limitations**

The limitations of liability for commercial air transport are set out in the Warsaw Convention (last revision). The limits of liability specified therein for are binding.

When transporting cargo the same limitations apply, since the SPREE FLUG is not the shipper. For this reason, any liability for the quantity and value of the cargo is excluded during shipment and insured only up to the maximum limits under the Warsaw Convention for normal passenger baggage.

SPREE FLUG shall not be liable for force majeure, in particular strikes and sabotage. If due to unpredictable changes in weather conditions and/or other unexpected reasons or technical issues an alteration of the agreed destination airport is absolutely necessary, SPREE FLUG bears no expenses for any necessary re-routing of the passengers to their final destination.

The liability for property damage and financial loss is limited to the triple flight/charter price fare, as far as the damage is not caused willful or gross negligent. Any other alternative solution arranged due to the occurrence of damage is to be charged to the passenger or customer.

SPREE FLUG shall not assume liability for damages not caused by SPREE FLUG itself.

### **Applicable Provisions**

The conduct of charter services is governed by the Laws of the Federal Republic of Germany, particularly the Civil Aviation Act, the provisions of the Warsaw Convention for the standardization of regulations on international carriage by air and the general terms and conditions of SPREE FLUG.

### **Fulfillment of Contract**

SPREE FLUG is entitled to conduct its commitments wholly or partially by the assistance of third parties. In these cases, the contractual and carriage conditions of third parties shall additionally apply.

If SPREE FLUG terminates the contract because of unserviceability of the aircraft due to technical or operational reasons or force majeure after the start of the flight, the contractual partner shall only be liable for an appropriate partial charter price related to the actual flown flight hours. If the flight is canceled in whole the SPREE FLUG will refund the full charter price to the charterer.

### **Final Provisions**

If any provision or part of any provision of these terms becomes invalid, the remaining provisions shall be unaffected. The affected invalid provision shall be replaced by a provision that is permissible and, which in legal and economic terms comes closest to the objective pursued by the invalid or unenforceable provision and the intended purpose.

Place of fulfillment is the headquarters of SPREE FLUG. The exclusive place of jurisdiction for any claim arising from or due to the contractual relationship between the parties, including check or action on a bill as well as all proceedings between the parties to this contract shall be Frankfurt (Oder), Federal Republic of Germany.