

## General Terms and Conditions of Charter Agreement and Carriage

### Tyrolean Jet Services GmbH (hereafter referred to as TJS)

#### **§ 1 Provisions in respect of the contract between Charterer and its client:**

Charterer and TJS agree that in respect of all flight transports not only the Charterer but TJS as well is party to the agreement between Charterer and its clients. Charterer shall ensure that all following provisions are parts of Charterer's General Terms (Conditions) of Agreement of the contract between the Charterer and all its clients:

1. TJS is in respect to all flight transports party to the agreement between Charterer and the client. The liability of TJS in respect to the clients of the Charterer is subject to the fulfilment of any financial obligation by the Charterer for the charter flight the client is to be transported.
2. Liability
  - a. for death and injury in case of negligent and other culpable behaviour of TJS is not limited;
  - b. for destruction, loss of or damage to baggage is limited to 1,131 SDRs; this limit can only be extended for baggage greater in value than this figure when it is brought to attention at check-in latest and after payment of a surcharge or the baggage is fully insured by the passenger prior to travel.
  - c. for damage occasioned by delay at transport of luggage is limited to 1,131 SDRs and for damage occasioned by delay at transport of customers is limited to 4,150 SDRs.

The summary of the main provisions governing liability for passengers and their baggage, including deadlines for filing an action for compensation and the possibility of making a special declaration for baggage pursuant to Article 6 of Regulation (EC) No 889/2002 of the European Parliament and of the Council is attached hereto as Annex ./1.

3. There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximate amount in local currency) 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.

#### **§ 2 Transport Documents**

1. If the Charterer contracting for charter is no air carrier and the flight is performed on behalf of TJS, TJS shall be responsible for the issuance of flight tickets for all passengers carried.
2. However, if an air carrier (e.g. air transport company, tour operator) contracts for chartering, the air carrier shall be responsible for the issuance of its own flight tickets for all passengers carried.
3. If air carrier (Charterer) fails to issue flight tickets, or if these are not properly issued, carrier shall be liable for and shall indemnify TJS for any loss, damage, liability or penalties it may incur because of the improper issuance of flight tickets.
4. Charterer must notify TJS of any injury to passengers or damage to luggage without delay or after completion of carriage at the latest, and of any damage to cargo without delay after delivery, otherwise all claims for damages shall be excluded.
5. If TJS issues the transport documents pursuant to Sec 2 of these General Terms and Conditions, it shall be the responsibility of Charterer to furnish such information and to give such assistance to TJS as may be necessary to complete the documents. In particular, passenger lists and other information about passengers, luggage and cargo must be handed over to TJS in time by Charterer, so that the transport documents can be completed in good time. Charterer is responsible for the correctness and completeness of the particulars and statements inserted in the documents. Charterer shall also be liable and shall indemnify TJS for any damage suffered by TJS by reason of the incorrectness or

incompleteness of particulars and statements. In addition, Charterer releases TJS from any liability arising from third-party claims as a result thereof.

### **§ 3 Tickets and Travel Documents**

1. Charterer shall be responsible to see to it that all passengers carry the necessary tickets and travel documents with them before flight departure. If not, TJS has no obligation to carry those passengers. TJS shall have no obligation whatsoever in respect of such refusal of carriage.
2. Charterer has to see to it that passengers and shippers respectively comply with all customs and passport regulations, regulations of Health Authorities and all other applicable laws and regulations of those countries in which the aircraft is scheduled to land. Any claims and costs incurred as a result of non-compliance with these regulations, laws and orders shall be at the cost of Charterer.
3. TJS accepts no responsibility for carriage of passengers named on the current Russian Sanction List. The Charterer must ensure that all travelling passengers have the legal right to travel unhindered.
4. Charterer agrees that all passengers and baggage must be ready for embarking and loading thirty (30) minutes prior to the scheduled Departure Time of each flight of the Flight Schedule. Charterer further agrees that a failure to ensure that all passengers and baggage are ready for airport security checks, scanning, embarking and loading as described above may result in delay to, or even cancellation of, such flight and to this end the Charterer releases TJS from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which may be suffered by the Client as a result of such delay or cancellation and, in the case of cancellation, agrees to pay TJS a cancellation fee as per the Charter Agreement.

### **§ 4 Flight Documents and Flight Permissions**

1. TJS is responsible to procure or complete any other documents and permissions required for the performance of the flight, i.e. those documents and permissions for air carriage that are necessary to comply with applicable laws or international regulations. Charterer is responsible to furnish any information requested by TJS and to give adequate assistance to TJS in procuring these documents and permissions.
2. However, TJS is not liable for any consequences arising when such permissions (e.g. flight permissions, permissions to fly over a country, landing permissions, Visa) are not granted, provided TJS has received the necessary documents and information from Charterer in time and has applied for these permissions in time and in correct order.
3. If Charterer is an air carrier and if the flight is performed on behalf of air carrier, this air carrier shall be liable to apply for the flight permissions, permissions to fly over a country and landing permissions required for the performance of the flight. The costs involved in the application for these permissions are to be borne by Charterer, unless otherwise provided in this Charter Agreement. Charterer is liable for the granting of these permissions or for the consequences arising from a delay in the granting of these permissions.
4. Any other documents required for domestic or international traffic, even if transport is not carried out by air, must be procured and furnished by Charterer.

### **§ 5 Aircraft and Crew**

1. TJS is obliged to provide an aircraft plus crew, equipment and fuel, according to regulations.
2. TJS as well as the captain of the aircraft are authorized to decide on their own, which goods shall be carried including the number of passenger and where the cargo is to be placed in the aircraft, whether a flight is to be carried out or not, whether landings are to be made or not and suchlike, if such decisions are necessary for safety or technical reasons. Charterer shall have no right to protest against such decisions.

TJS shall have the full operational control of the aircraft. This includes, but is not limited to, the decisions:

- a. which goods shall be carried
  - b. where cargo is to be loaded
  - c. whether flights are to be carried out or landings are to be made, if such decisions are necessary for safety or technical reasons.
3. TJS is entitled to remove the aircraft used pursuant to § 5 Sec 1 and use it otherwise during planned idle times.
  4. All Aircraft are Non Smoking (unless otherwise stated)
  5. Wi-Fi connectivity (where available) cannot be guaranteed. The service is subject to regional variations.

## **§ 6 Loading and Unloading**

1. The approvable weight of luggage on flights is subject to aircraft-type, number of passengers and flight duration. The captain in charge of the aircraft is authorized to decide on the weight of luggage in consideration of flight safety.
2. If a charter agreement is concluded, loading and unloading of aircraft is at Charterer's cost and risk. Charterer is obliged to provide the material necessary for tying the luggage, according to TJS' instructions.
3. TJS shall be authorized to make use – for its own purpose and for its own account – of that part of chartered payload not used by Charterer.
4. Military weapons and/or ammunition or like articles namely explosives, combustible materials and other hazardous cargo, including (without limitation) those listed on the current edition of the IATA Dangerous Goods Regulation (DGR) or such other re-enactment of that Regulation must not be carried on board an aircraft operated by TJS. Sporting weapons like hunting knives, bows, fire arms and ammunition may be carried as checked luggage in the baggage compartment only, with firearms unloaded and the ammunition stowed separated from the weapon. Solely law enforcement/police officers on official duty as bodyguard for high ranking state officials may exceptionally carry a weapon inside the aircraft cabin, with the weapon unloaded and the ammunition kept separated from the weapon.
5. Charterer bears responsibility that:
  - a. the luggage to be carried contains no goods that are likely to endanger aircraft or persons or the transportation thereof is prohibited by law, regulations, or requirements of any country to be flown from, to, into or over
  - b. the luggage to be carried is suitable for carriage by air and packed in a manner suitable for carriage by air
  - c. no live animals of whatever species are accepted for carriage, unless declared upon charter booking. Live animals may only be carried with TJS's written consent which consent may, in TJS's absolute discretion be withheld.
  - d. TJS is notified 24 hours before planned take off respectively at flight booking on short notice flights if passengers intend to carry weapons and/or ammunition on board an aircraft operated by TJS.
  - e. Passengers who intend to carry weapons and/or ammunition on board are in possession of the required permits of the local authorities at departure and destination airport.

## **§ 7 Charter Rate**

1. The rate fixed in the Charter Agreement includes the following charges:
  - a. expenses incurred in the operation and maintenance of the aircraft
  - b. payment of aircraft crew
  - c. insurance premium pursuant to § 1 of these General Terms and Conditions
  - d. landing and location charges as well as ground service charges and other expenses incurred in the handling of the aircraft
  - e. airport passenger taxes, unless these are to be paid directly by the passenger
  - f. international route charges

2. In particular, the charter rate does not include the following charges:
  - a. expenses incurred in transporting passengers to and from the airport
  - b. visa charges, expenses incurred in customs clearing, airport passenger taxes outside Austria and other expenses, apart from the charges mentioned in § 7 Sec. 1 of these General Terms and Conditions, incurred in connection with passengers and their luggage
  - c. additional expenses incurred as a result of amendments in the provisions of the Charter Agreement made on Charterer's request or as a result of amendments arranged by Charterer
  - d. expenses resulting from acts of God or force majeure
  - e. royalty fees
  - f. de-icing of aircraft from base to base subject to requirement (departure airport of the Aircraft to begin the charter including the ferry sectors)
  - g. airport out of hour charges
3. TJS shall be authorized to make a proportional adjustment of charter rate, if changes in the charges included in the charter rate occur after conclusion of the Charter Agreement and before completion of the agreed carriage.
4. Any alterations demanded or arranged by Charterer are at the cost of Charterer.
5. The charter rate for Empty Leg / Special Availability flights is subject to changes according to changes of the Masterflight. TJS will advise the Charterer of any changes in rates without delay after the change of the Masterflight has become known, but in any case before departure.

#### **§ 8 Catering**

TJS will serve light refreshments and soft drinks on passenger flights.

#### **§ 9 Terms of Payment**

25% of the charter rate, as agreed in the Charter Agreement, is due upon signature of the Charter Agreement and the balance of 75% of the charter rate to be fully paid 48h before commencement of the charter flight (positioning flight). If TJS makes any disbursement with respect to payment and expense not included in the charter rate, Charterer shall be liable for the full reimbursement thereof in EURO or USD. Charterer shall reimburse any disbursement so made by TJS immediately after receipt of invoice.

#### **§ 10 Excusable delays and cancellation of flights**

1. TJS shall not be liable for any claims caused by delays or failure to perform charter flights including but not limited to:
  - a. causes beyond its reasonable control, in particular technical defects
  - b. acts or failure to act of a civil or military authority, governmental priorities, fires, strikes, floods, epidemics, war (declared or undeclared), acts of terrorism, civil disorder, riot and acts of third parties
  - c. weather conditions (including but not limited to, fog, snowfall, ice or snow on runways, insufficient visibility).
  - d. Short notice changes, delays or cancellation of an Empty Leg / Special Availability Flight due to changes of the Masterflight.

TJS shall have no obligation whatsoever to cancel any other flight to perform the charter flight. TJS shall not be liable for consequential damages in case of such excusable delays or cancellations.

3. If passengers do not arrive in time at the airport or if luggage or cargo is not ready for loading in time, TJS shall not be obliged to delay the flight. However, TJS will accept a minor delay, if possible. In the event of a delay of more than one hour for the above mentioned reasons, TJS shall be authorized to deem the agreed flight to be cancelled by Charterer and charge the cancellation fees agreed upon.
4. TJS shall use its reasonable endeavours to perform and continue the charter flight but otherwise shall have no liability to the Charterer, its directors, officers, employees, servants or agents or any passengers for such non-performance or delay.

### § 11 Obstruction of Performance of Agreed Carriage

1. The Charter Agreement is aircraft specific and is thus subject to aircraft availability. If TJS is not in a position to perform or entirely fulfil its obligations under this Charter Agreement for reasons to be justified by TJS, TJS shall make effort to provide alternative transport at the same cost either for the whole flight or for the unfinished part of the flight. If no respective aircraft can be found TJS reserves the right to cancel the Charter Agreement and shall be under no liability to the Charterer other than to refund to the Charterer such part of the Charter Price which already received and which relates to the cancelled Flight Schedule (or any part thereof).
2. If a flight cannot be partly or completely performed for reasons mentioned in § 10 General Terms and Conditions or a flight is delayed for more than 24 hours, TJS is obliged only to refund the charter rate proportionate to the length of distance of the agreed charter flight not operated. Any further claims are excluded.
3. If the charter flight includes return flight as well, the part of the Charter Agreement attaching to the return flight shall not be affected by the incomplete operation of the outward flight for the above reasons, provided that passengers have reached their ultimate destination and TJS is in a position to carry out the return flight according to schedule.
4. § 11 Sec. 1 to 3 General Terms and Conditions is not valid for Empty Leg / Special Availability Flights (s. § 16 General Terms and Conditions).

### § 12 Cancellation of Charter Agreement and withdrawal from Charter Agreement

1. TJS shall be entitled to cancel the Charter Agreement with immediate effect, if
  - a. Charterer violates its obligations under the Charter Agreement, in particular if Charterer fails to pay the agreed charter rate pursuant to the Charter Agreement or the General Terms and Conditions before the flight;
  - b. bankruptcy, settlement or preliminary proceedings are initiated against Charterer or if Charterer is partly or fully deprived of free disposal of its property; if Charterer gets into financial difficulties or discontinues payment and is not willing to guarantee payment of charter rate;
  - c. Charterer or a passenger of Charterer is listed on any sanctions list issued by the European Union or the United States of America (such as for example the "list of persons and entities under EU restrictive measures over the territorial integrity of Ukraine" issued by the European Union);
  - d. act of God, wars, strikes, civil commotions or similar acts beyond the control of TJS occur; or
  - e. the Master Flight of an Empty Leg / Special Availability Flight is cancelled, rebooked or changed (s. § 16 General Terms and Conditions).

Items a, b and c shall be deemed cancellations pursuant to § 12 Sec. 3 General Terms and Conditions so that the cancellation fees provided for in this Charter Agreement shall become due.

2. Charterer shall be entitled to cancel this Charter Agreement before commencement of chartering, if acts of God, wars, strikes, civil commotions or similar acts beyond the control of Charterer occur, or the necessary permissions pursuant to § 4 of these General Terms and Conditions cannot be obtained by TJS.
3. If Charterer withdraws from the Charter Agreement for other reasons, the cancellation fee agreed upon as follows shall become due, regardless of whether Charterer is at fault or not. Charterer must withdraw from the Charter Agreement by written notice or TJS must confirm withdrawal from the Charter Agreement in writing.

#### **Cancellation fees**

minimum of	EUR 500,00
any time after booking	5% of charter fee
10-6 days prior departure	10% cancellation fee
5-3 days prior departure	20% cancellation fee
2-1 days prior departure	50% cancellation fee



on the day of departure or whilst flying      100% cancellation fee

4. If, however, after cancellation of the Charter Agreement or of individual flight dates, Charterer contracts in its own name or under the name of somebody else for carriage to the same (ultimate) destination with another air transport company (or charterer), TJS shall have the right to be paid the full charter rate pursuant to the Charter Agreement.
5. Notwithstanding § 12 Sec. 3 General Terms and Conditions the following cancellation fees are valid for Empty Leg / Special Availability Flights:

No cancellation fees as long as the booked flight is cancelled 11 days prior departure (date of positioning flight is considered as date of departure)

any time after booking	5% of charter fee
10-6 days prior departure	10% cancellation fee
5-3 days prior departure	20% cancellation fee
2-1 days prior departure	50% cancellation fee
on the day of departure or whilst flying	100% cancellation fee

### **§ 13 Passenger List**

A complete passenger list must be made available to TJS or its handling agents not later than 24 hours before flight departure. Passenger lists must include special notes, such as transit passengers from ....., physically handicapped, diseases, allocation of particular seats, etc.

### **§ 14 Refusal of Carriage**

TJS is authorized to refuse carriage, and Charterer shall not have any right of withdrawal from the Charter Agreement as a result thereof, if

1. passengers suffer from infectious or nauseating diseases or if they are likely to endanger aircraft for other reasons, persons or property or if they are guilty of violating or attempting to violating regulations established by aviation authorities, border police or customs authorities
2. luggage or cargo is likely to endanger performance of flight.

### **§ 15 Liability**

1. The liability of TJS, its employees and handling agents is exclusively limited to the provisions under § 1 of these General Terms and Conditions.
2. In particular, the liability of TJS, its employees and handling agents is excluded in the event of
  - a. damage caused by third parties against which TJS has no right to claim
  - b. damage caused by or as a result of strikes or lockouts of the personnel of TJS or other personnel, act of God, civil commotions or other acts beyond the control of TJS
  - c. damage caused by or as a result of delay in the carriage of passengers, luggage or cargo or due to landing on alternative airports, unless such damage has not been caused by the gross negligence or wilful fault of TJS or its employees or its handling agents.
  - d. Changes or cancellation of Empty Leg / Special Availability Flights (s. §16 General Terms and Conditions)
3. Charterer shall be liable for the fulfilment of its obligations under the Charter Agreement, even if Charterer acted as an agent when the Charter Agreement was concluded.

### **§ 16 Empty Leg / Special Availability Flights**

1. Empty Leg / Special Availability Flights are characterized by the fact that they are offered by TJS subject to an already confirmed Masterflight, at a reduced rate and only to selected Charterers on very short notice. Such an offer is explicitly defined as an "Empty Leg Flight" or "Special Availability Flight". These flights are solely offered at the special conditions of Empty Leg / Special Availability

Flights. Thus TJS cannot issue any guarantee for Empty Leg / Special Availability Flights or organize an alternative flight pursuant to § 11 General Terms and Conditions.

2. TJS can adapt the charter rate of the Empty Leg / Special Availability Flight subject to changes of the Masterflight. TJS will advise the Charterer of any changes in rates without delay after the change of the Masterflight has become known, but in any case before departure. Alternatively TJS can also cancel the Empty Leg / Special Availability Flight.
3. The liability of TJS is excluded in the event of changes or cancellation of the Empty Leg / Special Availability Flight due to changes of the Masterflight. So far as TJS provides any services to the passengers pursuant to act EG/261/2004 due to no transport, cancellation or delay of an Empty Leg / Special Availability Flight, the Charterer has to reimburse all costs of these services to TJS. Moreover the Charterer shall be liable and shall indemnify TJS for claims of damages of passengers or third parties due to delay or cancellation of an Empty Leg / Special Availability Flight.

### **§ 17 Assignment, Agency, subsidiary Charter Agreements, Liability and Power of Attorney**

1. Charterer shall be authorized to assign, in whole or in part, its rights under this Charter Agreement or to transfer, in whole or in part, the space or payload chartered to a third party, only if TJS gives its written consent to such an assignment.
2. TJS is authorized to assign, in whole or in part, fulfilment of its obligations under this Charter Agreement to third parties (third party operator), if the Charterer gives its consent to such an assignment.
3. If TJS assigns its obligations, this Charter Agreement shall not constitute a contract for transportation services / carriage between the Charterer and TJS. In such cases, the General Terms and Conditions of the third party operator, which are hereby incorporated by reference and a copy of which shall be furnished to the Charterer immediately after the third party operator has been commissioned, shall apply to the Charterer. In this case TJS acts solely as agent of the relevant services and shall not be liable for the performance of the services provided by the third party operator.
4. The assignment of a third party operator may be done either directly by TJS or by TJS in the name and on behalf of the Charterer. The Charterer hereby grants power of attorney to TJS to, in his name and on his behalf, conclude contracts regarding the performance of the transportation services set out in the Charter Agreement with third party operators in accordance with the third party operator's General Terms and Conditions.
5. In case of a consumer contract (*'Konsumentengeschäft'*) the liability of TJS for its acts as agent, except for personal injury, shall be limited to gross negligence or fraudulent misrepresentation.
6. In case of a mutual entrepreneurship business (*"beidseitiges Unternehmergegeschäft"*), TJS shall not be liable for its acts as agent, except for personal injury, in case of slight or gross negligence and shall only be liable for gross blatant negligence or fraudulent misrepresentation.
7. In case TJS assigns, in whole or in part, fulfilment of its obligations to third parties, TJS accounts the charter price of the third party plus an additional surcharge.

### **§ 18 Arbitration, governing law**

All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be conducted in Innsbruck, Austria. The arbitration award shall be final and binding on both parties.

The present Agreement shall be governed by Austrian law, excluding provisions regarding the conflict of laws. The language of Arbitration is German.

### **§ 19 Severability Clause**

If any provision or provisions of the Charter Agreement inclusive of the General Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In lieu

YOU CHOOSE THE DESTINATION.  
WE TAKE CARE OF EVERYTHING ELSE.



thereof shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

The German version of the General Terms and Conditions (AGB) is the authentic version.

## **§ 20 Personal Data**

TJS is entitled to collect, process and use (electronically or by data processing) the personal data provided by the passengers for the purposes of booking and issuing the documents of transport as well as to facilitate entry and exit procedures and to transfer these data referring to the transport to domestic and foreign governments or other authorities or to other air carriers. TJS points out that there are legal and governmental obligations for air carriers to transfer personal data of passengers to the respective authorities in various countries, especially the U.S. and Canada, if the destination or transit airport is situated in one of those countries. Basically all data provided by passengers can be affected by the transmission to foreign authorities in the context of booking.

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## **ANNEX .1**

### **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.

#### **1. 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 (approximate amount in local currency) 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.

#### **2. 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 (approximate amount in local currency).

#### **3. 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 (approximate amount in local currency).

#### **4. 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 1131 SDRs (approximate amount in local currency).

#### **5. Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1131 SDRs (approximate amount in local currency). 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.