

## **GENERAL TERMS AND CONDITIONS (GTC) FOR CHARTER CONTRACTS**

### **1. DEFINITION OF TERMS:**

- 1.1 “Annex” is the additional agreement to the charter contract containing detailed information on flights and flight schedules.
- 1.2 “Checked-in luggage” is the luggage which the passenger has given to the care of the Carrier.
- 1.3 The “Charterer” charters seat capacities on one or more aircraft from the Carrier and is contracting party of the corresponding charter contract.
- 1.4 “Charter contract” is the contract forming the legal basis for a charter flight between Carrier and Charterer.
- 1.5 “Force majeure” (vis major) applies to events which lie outside the sphere of influence of the Carrier and are neither foreseeable nor avoidable by corresponding measures taken in their company, such as wars, civil unrest, natural disasters, strikes in outside and internal companies, etc., provided that they make it impossible to carry out the charter flight.
- 1.6 “Air transport” comprises the period in which passengers, freight or luggage are in the care of the Carrier on board of an aircraft, at the airport or while landing outside an airport.
- 1.7 “Carrier” is either JET FLY Airline GmbH or one of their partners.
- 1.8 “Not checked-in luggage” is all luggage which passengers carry with or on them.
- 1.9 “Split contract” means that a charterer shares the seat capacities of one or more aircraft with other charterers.

### **2. SCOPE OF APPLICATION, VALIDITY:**

- 2.1 The GTC shall be applicable to all charter contracts signed between JET FLY Airline GmbH and the Charterer. The general terms and conditions of a charterer shall not be applicable to JET FLY Airline GmbH.
- 2.2 Any derogation from the GTC and any changes at a later date shall only become effective after written confirmation of JET FLY Airline GmbH. Oral agreements shall not have any legal consequences. Any derogation from the written form can only be made in writing.
- 2.3 Changes of and annexes to the charter contract shall explicitly be indicated as such and can only be made in writing as they shall not be legally applicable otherwise. The written form shall be given in case of communication by fax or other electronic media (email).
- 2.4 The Charterer agrees to provide the GTC to their passengers and the dispatchers of freight for their consideration.

### **3. SIGNIFICANT AGREEMENTS, LAWS, AND REGULATIONS:**

- 3.1 For transports of the Carrier, the following agreements, laws, and regulations shall be applicable.
  - a) “General Terms and Conditions for Charter Contracts” (GTC) of JET FLY Airline GmbH.
  - b) “Agreement on the unification of transport rules in international aviation (Warsaw Agreement), signed in Warsaw on October 12, 1929; the Warsaw Agreement in the version of the Hague Protocol signed on September 28, 1955; the Warsaw Agreement in the version of the Hague Protocol and the additional protocol No. 2 from Montreal (1975), and the additional agreement from Guadalajara (1961) in the latest version regarding damages during international flights.
  - c) Austrian laws, especially the legislation on civil aviation and the regulations, directives by the authorities and obligations pursuant to the transport within the borders of the Republic of Austria adopted hereto.
  - d) Directive (EG) Nr. 2027/1997
  - e) Directive (EG) Nr. 889/2002
  - f) Directive (EG) Nr. 785/2004

- 3.2 The Charterer is aware of the various legal and authoritative restrictions and obligations pursuant to commercial aviation and scheduled services. They shall be obliged to guarantee that these regulations are complied with.

## 4. LIABILITY:

### 4.1 Liability of the Carrier

The Carrier shall only be liable for the terms and conditions stipulated in this item 4.

- 4.1.1 The Carrier shall only be liable for damages occurring during their own flight services. The liability of the Carrier shall under no circumstances be higher than the amount of the proven damage.

- 4.1.2 The liability of the Carrier shall explicitly be exempted for:

- a) Damages caused by third parties.
- b) Damages and/or non-compliance due to force majeure or bad weather rendering the charter flight impossible for safety reasons as well as causes directly or indirectly attributable to legal or authoritative obligations, provisions or regulations or damages/non-compliance resulting from a cause not applicable to the Carrier.
- c) Claims resulting from a delay of the passenger, luggage or freight transports or from landing on an alternative airport provided that these claims have not been caused by gross negligence or intent.
- d) Claims, costs and/or expenses of all kinds incurring to the Charterer, their employees, representatives or other contracting parties of the Charterer from the compliance or noncompliance of the charter contract by the Carrier, provided that these claims and/or expenses have not been caused by gross negligence or intent.
- e) For indirect or consequential claims – for all reasons – especially due to delays for technical reasons, as well as for poenal indemnities.

- 4.1.3 The Carrier shall only be liable for damages for the occurrence, cause and extent of which proof can be produced.

- 4.1.4 The Carrier shall not be liable when they can prove that they have taken all measures necessary to prevent the damage, or that they could not take these measures.

- 4.1.5 The exemption and the restrictions of the liabilities of the Carrier shall analogously also be applicable to their agents, employees, representatives and all persons of whom the Carrier uses the aircraft, including their agents, employees or representatives. The total amount of indemnities having to be paid by the Carrier and the persons named shall not be higher than the liability upper limit for the Carrier.

### 4.2 Liability of the Charterer

- 4.2.1 The Charterer shall be liable for executing the charter contract, even if they only act as intermediaries. The Charterer shall be liable for all damages of an aircraft of the Carrier caused by employees, representatives, agents and/or passengers of the Charterer.

- 4.2.2 The Charterer shall be obliged to inform the Carrier immediately on an injury of transported persons or a damage of the luggage having occurred during the air transport by the Carrier and known to the Charterer, in any case not later than immediately after the end of the flight, as well as on all freight damages immediately after delivery of the freight. Provided that the damage is not reported in due time, the Carrier shall not be liable.

### 4.3 Liability for personal injuries

If a passenger is killed, bodily injured or otherwise damaged in their health on board of an aircraft of the Carrier or while boarding or unboarding, the Carrier shall be obliged to indemnify the passenger for this damage, provided that the Carrier is responsible for this damage.

#### 4.4 Liability for damages of the luggage

- 4.4.1 The liability of the Carrier for delays, damage, destruction or the loss of luggage shall be restricted as follows:
- 4.4.2 At international transports, the Carrier shall be made liable pursuant to the Warsaw Agreement, including the additional protocols and additional agreements (item 3.1 lit b).
- 4.4.3 The Carrier shall not be liable for the loss or damage of fragile or perishable goods (computers or other electronic equipment), of jewelry, precious metals, money, securities, shares or other valuables, business papers, drugs, keys, passports, identity cards, or other documents, as well as samples or other items contained in the checked-in luggage of the passenger, no matter whether the Carrier knew about them or not, except in the case that this damage happened due to gross negligence or intent.
- 4.4.4 The Carrier shall not be liable for damages caused by items in the luggage of the passenger, provided that they did not cause the damage due to gross negligence or intent. Provided that these items cause damages on the luggage of another passenger or the property of the Carrier, the passenger shall indemnify the Carrier for all damages and expenses incurring the Carrier here of.

#### 4.5 Liability for freight damages

- 4.5.1 The Carrier shall not be liable to the freight dispatcher or third parties for freight damages resulting from or in connection with the transport of goods or corresponding services of the Carrier, provided that it is not proven that the damages were caused due to gross negligence or intent of the Carrier. They shall not be liable further, provided that the contributory fault lies with the freight dispatcher, consignee or other persons entitled.
- 4.5.2 As the freight is based on the value declared by the freight dispatcher, the Carrier shall in no case be liable for any higher transport value than declared in the air waybill by the freight dispatcher. Provided that this declaration of the freight dispatcher is missing, the Carrier shall be liable for destroyed, lost, damaged or delayed goods pursuant to the legal provisions applicable (item 3.1); all compensations shall be bound to an evidence of the value.
- 4.5.3 Provided that the consignee (or another person entitled to accept the goods) does not receive the complete freight, but only part of it, or that only part of the goods shipped are damaged, the liability of the Carrier shall be relatively reduced by the not delivered or not damaged part on basis of the weight, without consideration of the value of part of the shipped goods or their contents.
- 4.5.4 The Carrier shall not be liable for damages or destruction of shipped goods caused by items contained therein. Freight dispatchers, owners and consignees whose goods damage or destroy other goods or the property of the Carrier, shall indemnify the Carrier for all loss and costs incurring thereof. Goods endangering aircraft, people or property may be removed or destroyed by the Carrier without announcement and without liability of the Carrier.
- 4.5.5 Shipped goods which worsen or perish due to climate change, temperature change, height change or other unusual conditions or due to the duration of the transport time, shall only be accepted by the Carrier to the exclusion of a liability for loss or damages due to worsening or perishing.
- 4.5.6 When transporting freight, the Carrier shall only be obliged to notify the consignee, when agreed upon in the charter contract.

### 5. INSURANCE:

- 5.1 In case the injured party is indemnified by the accident insurance, they shall not be entitled to any damages by the Carrier to the amount paid by the insurance of the injured party. Accident damages shall in any case be added to the liability insurance.
- 5.2 Provided that the flight is carried out with another aircraft than that of the Carrier, the insurance and liability provisions of the transporting airline shall apply.
- 5.3 Aircraft used for executing the charter contract may only be used to the extent and within the frame of the flight permission given and subject to the aviation laws and the provisions of the aeronautical authorities of the Republic of Austria, the registered countries and the countries where the passengers are transported or which the aircraft flies over.
- 5.4 The Charterer shall guarantee that every passenger or dispatcher of freight shall have the right to examine the GTC.

## **6. DOCUMENTS FOR PASSENGERS, LUGGAGE AND FREIGHT:**

### **6.1 Issue of travel documents**

- 6.1.1 Provided that the Charterer is no aviation company and that the flight is carried out in the name of the Carrier, the Carrier shall be responsible for issuing tickets for all persons to be transported and their luggage.
- 6.1.2 Provided that the Charterer is a "carrier" as defined by the Warsaw Agreement (e.g. an aviation company, travel agent), they shall be responsible for issuing their own air and luggage tickets for all persons to be transported and their checked-in luggage, if no other arrangement has been agreed upon in writing with the Carrier.
- 6.1.3 The transport documents issued or accepted by the Charterer as carrier, shall not contain any conditions differing substantially from those of the Carrier or expanding the liability of the Carrier.
- 6.1.4 Provided that the Charterer does not issue tickets or luggage tickets as defined by the Warsaw Agreement, or provided that they issue them incompletely or incorrectly, the Charterer shall indemnify the Carrier for all claims which would have been avoided in case the passenger and luggage tickets had been issued properly.
- 6.1.5 Provided that the Carrier issues the passenger and luggage tickets, the Charterer shall be obliged to give the Carrier all necessary information, such as passenger lists and other information on passengers, luggage and freight in such way that the transport documents can be issued in time.
- 6.1.6 The Charterer shall be responsible for all information to be correct and complete, as well as for all damages resulting from incorrect or incomplete information.
- 6.1.7 The Charterer shall free the Carrier from all claims of third parties. Provided that the Charterer violates this contract provision, they shall indemnify the Carrier for all resulting disadvantages.

### **6.2 Documents and permissions**

- 6.2.1 The Charterer shall ensure that the passengers have all personal and travel documents, entry permissions, visa, etc. necessary before take-off.
- 6.2.2 The Charterer shall be responsible that the passengers or dispatchers of freight fulfill the passport and customs provisions, the provisions of the health authorities and all other corresponding laws and regulations of the countries where they are going to land.
- 6.2.3 The costs incurring from the non-compliance with these provisions, laws and regulations shall be paid by the Charterer.

## **7. FLIGHT DOCUMENTS AND PERMISSIONS:**

- 7.1 The Carrier shall issue or obtain all documents and permissions necessary for carrying out the flight and necessary pursuant to legal and inter-governmental regulations for air transport. The Charterer shall support the Carrier at their best or obtain the documents and permissions themselves by choice of the Carrier.
- 7.2 The Carrier shall not be liable for any consequences resulting from not granting such permissions (e.g. flight, overflight or landing permissions) provided that they have applied for the permissions in time and in the right order after receiving the documents and information from the Charterer in time.
- 7.3 Provided that the Charterer is an aviation company and the flight is carried out in their name, they shall be obliged as carrier to apply themselves for the flight, overflight and landing permissions necessary for carrying out the flight. The Charterer shall bear all incurring costs and be liable for granting these permissions and all consequences resulting from a delay or failure in receiving this grant.
- 7.4 All other documents necessary for domestic or international flights, also in case of another form of transport than air carriage, shall be obtained by the Charterer.

## **8. AIRCRAFT AND CREW:**

- 8.1 The Carrier shall be obliged to make available a properly equipped and fuelled aircraft with a crew according to the regulations at the agreed start of the flight.
- 8.2 The Carrier shall be entitled at all times to replace the aircraft by one or more other aircraft suited for the agreed transport.
- 8.3 The Carrier and the captain responsible shall be entitled to carry out or cancel the flight for security or technical reasons on their own, to land or not to land and to decide on similar questions without giving the Charterer the right to object.
- 8.4 Should the authorities demand a reconfiguration of the aircraft after the charter contract was signed so that less seats are available than originally agreed upon in the contract, the Charterer shall be entitled to demand a pro-rata reduction of the charter sum. Provided that the Carrier denies this, the Charterer shall be able to withdraw from the contract. The Carrier shall be obliged to notify the Charterer immediately of such reduction of the number of seats. The Charterer shall notify the Carrier immediately of their demand of a reduction of the charter sum or a withdrawal from the contract as they otherwise lose this right.

## **9. LOADING AND UNLOADING:**

### **9.1 Passengers**

The Carrier and/or the responsible captain shall be entitled to decide on accepting passengers and reserve the right to deny the transport of passengers for safety reasons (see item 18).

### **9.2 Baggage**

- 9.2.1 In general the size and weight of baggage and hand baggage is only limited by the space and the max. weight capacity of the baggage compartments.
- 9.2.2 Special baggage shall be settled separately in the charter contract.
- 9.2.3 The right of the captain remains untouched to set a lower weight limit per seat for safety reasons in individual cases.

### **9.3 Freight**

- 9.3.1 When transporting freight, the costs and risks for loading and unloading the aircraft shall be borne by the Charterer. The Charterer shall be obliged to make available the fixing material necessary pursuant to the provisions of the Carrier.
- 9.3.2 The Carrier shall be entitled to use the payload not chartered by the Charterer for their own purposes.
- 9.3.3 The Charterer guarantees that:
  - a) the freight/luggage/mail to be transported does not contain items suitable to endanger the aircraft or persons or that their transport is prohibited by the laws, regulations or other provisions of a country being touched during the flight.
  - b) the freight/luggage/mail to be transported is suitable for air transport and packed accordingly.
  - c) no animals of all kinds are transported – unless in case of a special agreement.

## 10. CHARTER SUM:

- 10.1 The charter sum stipulated in the charter contract exclusively includes:
- a) Expenses for operating and maintaining the aircraft.
  - b) Reimbursement for the crew of the aircraft.
  - c) Insurance premiums.
  - d) Landing, parking and hangarage fees as well as a ground crew and other airport fees for the aircraft (except for de-icing charges).
  - e) Airport fees for the passengers, provided that they are not directly paid by the passenger or there is no other provision in the charter contract.
  - f) Check-in of passengers, their luggage or freight.
  - g) In-flight catering pursuant to the regulations of the Carrier.
  - h) International route charges.
- 10.2 Not included in the charter sum are especially:
- a) The costs for transporting the passengers to and from the airport.
  - b) The costs for visa and customs check, customs fees and other duties to be paid other than the fees listed above in connection with passengers and luggage.
  - c) Further expenses resulting from an alteration of the provisions of the charter contract as demanded by the Charterer or as a consequence of changes arranged by the Charterer.
  - d) Royalty fees.
  - e) Additional costs incurring from "force majeure" especially de-icing of the aircraft.
- 10.3 Changes in the costs included in the charter sum due to circumstances beyond the Carrier's sphere of influence, such as a raise of the federal fees and other duties after signature of the charter contract and before the end of the transport shall entitle the Carrier to raise the charter sum accordingly.
- 10.4 Raises of fuel prices up to 5% are borne by the Carrier, higher rises shall be invoiced completely to the Charterer.

## 11. TERMS OF PAYMENT:

- 11.1 The charter sum shall be payable before the start of the charter flight and be paid into the Carrier's account stipulated in the charter contract no later than 8 work days before take-off, if not agreed upon otherwise.
- 11.2 All payments and expenses not contained in the charter sum and paid beforehand by the Carrier for the Charterer shall be reimbursed by the Charterer in the currency the Carrier renders the invoice. The Charterer shall pay the amount within 7 days after receiving the invoice without discount.
- 11.3 Charterer shall have the possibility, to deposit a non – interest bearing cash deposit with the Carrier in the scales of EUR 100.000.- , EUR 200.000.- or EUR 300.000.-. For each amount of EUR 100.000.- Charterer shall get a price reduction of one percent of each size of an order for each charter flight booking with the Carrier (1% for EUR 100.000.-, 2% for EUR 200.000.-, 3% for EUR 300.000.-) It shall be pointed out clearly, that such price reductions shall only be valid for the period, wherein the above mentioned amounts are deposited with the Carrier and that such price reductions shall not be valid for deposits, which Charterer is obliged to deposit, out of other agreed reasons. In case, that Charterer gives written notice to Carrier, Carrier shall be obliged to transfer the deposited amount to Charterer, within a week, provided, that Charterer bears all costs, taxes and feed regarding the money transfer.

## **12. FLIGHT SCHEDULE:**

- 12.1 The flight schedule shall be laid down in the annex to the charter contract and be binding for the Charterer.
- 12.2 The times given in the flight schedule and in the transport documents shall be approximate times. The Carrier shall guarantee that these times are observed and shall be entitled to change these times provided that the circumstances do not lie within their control or that this is necessary for reasons of flight safety. The additional costs for the Charterer or the passengers resulting thereof shall be paid by the Charterer.
- 12.3 Provided that there are delays for reasons the Carrier is made responsible for, the Carrier shall be reserved the right to decide whether they transport the passengers by other means financed by the Carrier or whether they shall be booked into hotels chosen by the Carrier until the flight can be carried through. Concerning the transport of freight, the Carrier can decide to store the goods until the flight is carried through or they find an alternate means of transport at their costs.
- 12.4 Provided that the passengers do not arrive in time at the airport or the luggage or freight does not arrive in time for loading, the Carrier shall not be obliged to make a delayed flight. The Carrier is entitled to invoice the Charterer all additional costs incurring from the delayed flight, including the costs for the waiting aircraft and the crew, in addition to the agreed charter sum, or to consider the flight of the Charterer as being cancelled and to invoice the cancellation fees stipulated in item 15.3.

## **13. CATERING:**

The Carrier shall serve drinks and food during the flight pursuant to their standards at all times of the day and in all booking categories.

## **14. DELAYED SERVICE, IMPOSSIBILITY OF THE SERVICE:**

- 14.1 Provided that the Carrier is unable to carry out or finish an agreed flight or to completely fulfil their duties arising from the charter contract for reasons they are responsible for, the Carrier shall be ready to do everything they can to provide other means of transport of their choice or at their costs, for the complete flight or for the incomplete part of the flight.
- 14.2 Provided that a flight cannot be carried through at all or in parts for reasons neither the Carrier nor the Charterer are responsible for, or is delayed for more than 24 hours, the Carrier shall only be obliged to the exclusion of further claims to pay the Charterer back the share of the charter sum, calculated according to the length of the route not flown in the agreed charter flight.
- 14.3 If the charter flight also includes the return flight, the part of the charter contract concerning the return flight shall not be touched by the incomplete flight for the above reasons, provided that the passengers have reached their destination and the Carrier is able to carry through the return flight as scheduled.

## 15. WITHDRAWAL, CANCELLATION AND CANCELLATION FEE:

15.1 Withdrawal of the Carrier The Carrier can terminate the charter contract without notice – notwithstanding the withdrawal clause provided in the charter contract:

- a) if the Charterer violates their obligations in the charter contract, especially if they do not pay the charter sum in time at the agreed conditions.
- b) if a bankruptcy or composition proceedings was filed for the assets of the Charterer, a bankruptcy or composition was realized or the Charterer is withdrawn in another way the free disposition of their assets, but also if the Charterer gets financial difficulties and quits paying or is not ready to secure the charter sum.
- c) if force majeure actually prevents the flight from being carried out. Items a) and b) shall be equal to a cancellation by the Charterer, so that the cancellation fee fixed in item 15.3 shall be payable, notwithstanding a differing provision in the charter contract.

### 15.2 Cancellation of the Charterer

15.2.1 The Charterer shall be entitled to withdraw from the charter contract before starting the transport, provided that force majeure makes it impossible to carry through the journey or the transport.

15.2.2 If the Charterer withdraws from the contract for other reasons, the cancellation fee stipulated in item.

15.3 shall be payable with immediate effect. The Charterer shall notify the carrier in writing of the withdrawal from the contract and receive the written reconfirmation of the Carrier.

15.2.3 If a flight or parts are cancelled while the Charterer has signed or signs a charter contract for a similar transport with another carrier in their name or in another name, the Carrier shall be reimbursed the complete charter sum, unless agreed otherwise in individual cases.

### 15.3 Cancellation fee

#### 15.3.1 Single Charter

When cancelling single charter contracts, the following cancellation fees shall be invoiced:

- a) up to 7 days before departure 10% of the charter sum
- b) between the 6th day and 24 hours before departure 45% of the charter sum
- c) within 24 hours before departure 75% of the charter sum

#### 15.3.2 Split contracts

A charter flight being object of a split contract or a split contract can only be cancelled with legal effect, if all charterers within the split contract agree in writing to the withdrawal or cancellation of parts of the split contract. Provided that the charterers do not notify of the withdrawal or cancellation of the split contract in a common declaration of intent, the withdrawal or cancellation shall only get legal effect after receiving the last declaration of intent of a charterer. The Carrier shall only comply with the split contract in so far as all other charterers comply with their obligations arising from the split contract. Provided that one or more charterers do not properly comply with their obligations of the split contract and if the Carrier does not provide their services for this reason, the other charterers shall not be entitled to assert their claim for damages to the Carrier. The charterers shall undividedly be liable for all claims which the Carrier asserts to one or more charterers from the split contract.

## 16. PASSENGER LIST:

The Charterer shall be obliged to provide a passenger list to the Carrier or their handling agents no later than 48 hours before departure. Contained therein shall be special features (e.g. “transit passengers from”, special help for passengers, allocation of special seats, etc.).

## **17. ALLOCATION OF CAPACITIES:**

### **17.1 Sub-capacities**

The Carrier shall be notified in writing of the allocation of sub-capacities from and to Austria to other travel agents and/or tourist companies. The Charterer shall be obliged to notify the subpartners of the GTC and shall be liable to the Carrier that these sub-partners apply and observe these provisions and all provisions from the charter contract. The Carrier shall be notified of a possible cancellation of sub-capacities with the list of the passenger names at the latest.

### **17.2 Pro-rata**

Provided that the option of a certain number of pro-rata seats is granted in the corresponding annex, the Charterer shall dispose of (book) these seats plus the guaranteed capacities at the same price up to 14 days before the flight (outbound of Austria) and 28 days before the return flight (inbound to Austria). Pro-rata seats not sold shall be returned 14 days before the flight (for the flight) and 28 days before the return flight (for the return flight) to the Carrier.

### **17.3 Cabotage flights**

Passing on seats on routes of the 5 th Air Transport Freedom or cabotage flights outside the EU is bound to special permissions of the authorities and shall only be possible after prior written agreement with the Carrier.

## **18. REFUSAL OF THE TRANSPORT:**

18.1 The Carrier may refuse to transport passengers, luggage or freight especially in the following cases without giving the Charterer any right to withdraw from the contract:

- a) Persons suffering from an infectious disease or who might pose a threat to the security of the flight or who are guilty of violating or trying to violate aviation, frontier police or customs regulations.
- b) Luggage and freight posing a security threat and thus threatening the flight.

18.2 Only after written confirmation of the Carrier, the Charterer shall be entitled to pass their claims from the charter contract as a whole or in parts to third parties or the chartered space or the chartered payload as a whole or in parts to third parties.

## **19. JURISDICTION:**

In the event of any dispute resulting from the charter contract, the changes and additional agreements, the court of 4020 Linz, Austria, competent as regards the subject matter, shall have exclusive jurisdiction. JET FLY Airline GmbH shall however be entitled to sue the Charterer in their general courts of jurisdiction.

## **20. MISCELLANEOUS:**

20.1 All flights of the Carrier shall be no-smoking flights.

20.2 The Carrier shall be obliged to record data of the Charterer for internal reasons and use such data for the purpose of promotion.

20.3 Provided that a provision of the GTC is or becomes ineffective, the effectiveness of the other provisions shall not be affected; ineffective provisions shall be replaced by effective provisions being as close as possible to the desired aim.