

**General Terms and Conditions
of Business of
Jet-Travel Reisebüro G.m.b.H
Trattnerhof 2/4, 1010 Vienna
Austria**

1. General Terms and Conditions of Business

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

These Terms and Conditions apply to private costumers, business people and business organisations, 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 Jet-Travel, in good time and writing.

1.2. Following receipt of an inquiry from a charter customer, Jet-Travel shall verify the availability of aircraft and crew. If aircraft and crew are available, Jet-Travel 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, Jet-Travel 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 Jet-Travel receives the confirmation shall apply), a binding Charter Agreement shall come into existence.

1.3. Until Jet-Travel 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/landing slots and other forms of flight clearance by authorities.

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, Jet-Travel shall be obliged to provide the flight requested with a properly equipped and fuelled aircraft with crew, from the agreed point of departure to the agreed destination at the agreed time. Jet-Travel shall be entitled at any time to replace the aircraft suitable for the flight, which is based on a Charter Agreement concluded between Jet-Travel 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 Jet-Travel be forced to make an unscheduled stop due the unforeseeable events, such as poor weather conditions, Jet-Travel shall be entitled to demand that the Charterer reimburse all additional resulting costs.

2.5. Jet-Travel 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 Jet-Travel, 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 Jet-Travel operational supervisors to be in jeopardy.

In case of such constellations Jet-Travel shall be under no obligation or liability towards Charterer beyond refund of the agreed charter price for such cancelled flight.

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. Jet-Travel is entitled to charge for these expenses separately upon presentation of documentary proof.

3. Subchartering

3.1. Jet-Travel is entitled, at any time, to substitute the aircraft with one several aircraft suitable for the chartered journey. Jet-Travel 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. Jet-Travel 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 Jet-Travel is acting as a broker and such regarding flight is performed by a third party operator (subcharter), Jet-Travel shall not be liable for any damage caused by the performance or non performance of such third party operator; in this case 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 behaviour of any passenger poses a threat to the safety and rights of other passengers (4.2.). In such instance, Jet-Travel 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. Jet-Travel 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 Jet-Travel 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 Jet-Travel 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

at ERSTE BANK...

Account: 294 632 200 00
BLZ: 20111
IBAN: AT4120 1112 9463 2200 00
BIC: GIBAATWWXXX

Should payment be delayed, Jet-Travel 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, Jet-Travel reserves the right to cancel the booking at the expense of the Charterer and deny boarding.

6.3. Jet-Travel 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 Jet-Travel account and the Charter Agreement has been duly signed by Jet-Travel and the Charterer.

6.4. The following cancellation fees shall become payable with immediate effect should Charterer cancel the Charter Agreement for any reason. The Charterer shall advise Jet-Travel 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 Jet-Travel receives notification of the withdrawal.

Should a third party charter flight be cancelled by Jet-Travel, the cancellation fees of the third party charter company shall apply and be charged in full. Jet-Travel 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 Jet-Travel,
- 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,
- licence 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 their due to bad weather conditions, a technical defect, revision of a decision by Charterer or other circumstances beyond the control of Jet-Travel,
- additional costs from Force Majeure, in particular de-icing of the aircraft,
- Credit Card Surcharges.

The costs, charges and fees included in the Charter Price are continuously subject to alteration, and Jet-Travel 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

Jet-Travel 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 Jet-Travel can not reasonably be expected to comply with the agreement,

8. Special Services

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

9. Disclaimer

9.1. Jet-Travel is liable for the death, injury or health impairments of a passenger on board a Jet-Travel 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 10.

9.2. Jet-Travel shall be liable for delay, damage, destruction and/or loss of luggage only if caused wilfully or by gross negligence, and then only to the maximum limits specified in the applicable regulations. Jet-Travel 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 jewellery, money, shares, precious metals, documents and/or electronic equipment, contained in a Passengers luggage without the knowledge of Jet-Travel.

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

10. Applicable legislation, legal venue

10.1. 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 Transport of Jet-Travel.

10.2. 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.

10.3. In the event of any dispute resulting from or in connection with this Charter Agreement, the changes and additional agreements, the court of 1010 Vienna Inner City, competent as regards the subject matter, shall have exclusive jurisdiction.

10.4. The assignment and transfer of rights and obligations arising from the Charter Agreement by the Charterer require the express written authorisation of Jet-Travel.

10.5. 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.