

## General Terms and Conditions

of Elangeni GmbH (hereinafter referred to as „ELANGENI“)

The following General Terms and Conditions of ELANGENI in the relevant version at the time of conclusion of the contract are an integral part of any contract with ELANGENI. Any deviations thereof or contradictory terms shall not be valid unless expressly confirmed in writing by ELANGENI.

The General Terms and Conditions are applicable for contracts with consumers as well as with entrepreneurs, unless otherwise stated in the relevant provision. All contractual obligations of ELANGENI are conditional upon being in compliance with mandatory law and on receipt of all necessary permissions as well as necessary landing, departure and traffic rights. In the event ELANGENI is not able to obtain all necessary permissions and/or rights, ELANGENI is entitled to withdraw from the respective contract without any liability.

### 1. Conclusion of the contract

Orders of a customer may be addressed to ELANGENI via letter, facsimile, e-mail or telephone. The contract is not concluded until ELANGENI has sent to the customer a booking confirmation. The booking confirmation is sent via e-mail or facsimile. The customer is obliged to verify the booking confirmation as quickly as possible and to notify ELANGENI immediately about any errors or discrepancies. If the customer requests changes to its booking at a later date, ELANGENI may either accept or reject such changes in its sole discretion.

The customer shall be responsible for providing correctly and promptly these General Terms and Conditions and other notices from ELANGENI to the passenger(s). If the customer does not comply with the preceding sentence, the customer shall indemnify ELANGENI in respect of any passenger claims.

### 2. Contract performance through a third party

ELANGENI shall be entitled to subcontract its contractual obligations in part or in whole to a third party.

### 3. Transportation of dangerous goods and any other objects

No dangerous goods that may endanger the aircraft or persons shall be carried on board the aircraft. Each passenger shall, prior to boarding the aircraft, inform itself about the list of prohibited articles in carry-on and/or check-in baggage. If a passenger carries any prohibited articles as defined under the applicable law, on its body or in its baggage, in particular weapons or similar objects, the passenger shall notify the captain accordingly before boarding the aircraft. The captain shall decide on how these goods are to be transported.

The captain is authorized to refuse transportation if a safety-risk for passengers or the aircraft is suspected. Any objects, bulky luggage etc. will be admitted as carry-on luggage only if it is determined impossible that such object or luggage will damage or soil other luggage, the aircraft or any passenger.

4. Captain's authority

The captain of the aircraft is authorized to take at all times all necessary safety measures. Accordingly, the captain is authorized to change the payload, seating capacity, passengers, their belongings, and the loading, unloading, or distribution of baggage and freight. Similarly, the captain is authorized to decide on whether and how the flight is undertaken, any deviations from the flight route, and where to land. Furthermore, the captain is entitled to refuse to carry passengers that were not notified to ELANGENI, or cancel or divert a flight if the conduct of a passenger is deemed to adversely affect safety or personal rights of other passengers or crew. In such an event, the customer shall pay the contractual charter price and bear any additional costs incurred by ELANGENI in respect of the measures taken in such situation.

5. Transportation and travel documents

ELANGENI shall issue the transportation documents. In order to enable ELANGENI to do that, the customer shall provide ELANGENI with a complete passenger list and all other necessary information and documentation not later than 24 hours or the deadline set by ELANGENI before departure. The customer shall be responsible for providing ELANGENI with correct and complete information. Further the customer shall ensure that the passengers hold all necessary travel documents such as passports, visa, vaccinations, etc. The customer shall be liable for any damages resulting from any incorrect or incomplete information provided to ELANGENI or from the delayed provision of such information, including the cancellation of the flight. The customer shall indemnify ELANGENI in respect of all cost incurred in connection with passengers not complying with all legal requirements of the country of departure, countries travelled through and the country of destination, including but not limited to the current currency and health regulations. ELANGENI may deny boarding of a passenger that does not have all required documents, without being liable for any damages due to such denied boarding.

6. Charter price and Payment

The charter price includes the carriage from the agreed place of departure to the agreed place of arrival, including the costs for crew including hotel accommodation, landing fees, Eurocontrol fees, standard catering, open bar drinks, security fees as well as passenger fees and taxes if such have to be paid by the air carrier pursuant to the law, administrative regulations or rules of another entity as airports.

The charter price does not include any of the following: ground transport service between airports and between airports and town terminals; costs and fees for upgrade or special catering, VIP handling, on board telecommunication via satcom; extension of airport opening hours, procurement of additional traffic rights and special services, as well as aircraft de-icing on the ground; cost for visa stamps and customs, customs duties as well as airport and passenger taxes, fees, duties and other charges levied by the law, administrative regulations or rules of another entity as airports on the passengers or for the utilization of services by such passenger. If ELANGENI incurs any cost for such services or pays such charges that are not included in the charter price, Customer shall pay those to ELANGENI in addition to the charter price. Customer shall also pay any additional cost which occur due to changes in the booking requested by the Customer. The agreed payment terms for the respective contract are laid out in the booking confirmation. Unless otherwise agreed, the invoice shall be paid in full immediately upon receipt of the invoice. If any payment is delayed, ELANGENI may charge the customer with interest on the delayed amount at the rate applicable according to German law. Further, ELANGENI is entitled to claim additional damages caused by the delay. If any payment is delayed or insufficient, ELANGENI is entitled to cancel the booking and charge the customer for such cancellation as set forth under 8. below and refuse transportation of the respective passenger(s). Valid currencies are Euro and US-Dollar. The applicable currency is defined in the respective booking confirmation. The customer has to pay by bank transfer. If payment is done via creditcard (VISA, MasterCard or Amex), the charterprice may vary due to handling charges.

7. Delays caused by the customer or passengers

In the event the aircraft is not able to depart at the place of departure at the scheduled time or during intermediate landings due to passengers, baggage or freight not being ready for boarding in time, or missing travel or other necessary documents or due to other actions or omissions of the customer, its employees, agents or passengers, the customer shall compensate ELANGENI for demurrage charges incurred at the respective airport and extra fees for additional ground time and block time. In addition, the customer shall reimburse ELANGENI for any additional cost evidenced to the customer which is incurred by ELANGENI in connection with the delay or cancellation of a flight due to the reasons set forth under this clause 7.

8. Withdrawal/Rebooking/Cancellation

ELANGENI may withdraw from the charter contract immediately without prejudice of its rights and without being obligated to pay damages to the customer or the passengers, for any compelling reason, for example, if

- an insolvency proceeding is commenced against the customer or its assets or the customer encounters other severe financial difficulties,
- the customer fails to pay the charter price or to provide securities on the due date,

- force majeure or another cause for which ELANGENI is not responsible prevents the performance of the flight; or
  - the Austrian Department of Foreign Affairs has published current travel warnings and security advice for the destination, which may result in a threat for the aircraft or passengers; or
  - the scheduled aircraft is unserviceable due to unexpected technical reasons (AOG)
- In such cases ELANGENI shall not be obliged to offer a later flight. In case the customer withdraws from the contract before the scheduled departure, the customer shall pay a cancellation fee based as set forth below, at least the occurred cost for ELANGENI:

Any time after signed confirmation: 10 % of charter price (minimum EUR 500,00)  
Less than 14 days but at least 7 days before the 1st scheduled dep.: 25% of charter price  
Less than 7 days but at least 72 hours before the 1st scheduled dep.: 50% of charter price  
Less than 72 hours but at least 24 hours before the 1st scheduled dep.: 75% of charter price  
Less than 24 hrs before the 1st scheduled dep.: 100% of charter price  
Date of positioning flight is considered as date of departure.

The time of ELANGENI's receipt of the written cancellation notice shall govern the applicable charge. Any cancellation by the customer has to be in writing by mail, email, facsimile or text message. If the customer cancels a flight with a third-party aircraft that ELANGENI has organized, the applicable fee of the third party shall be invoiced in full to the customer.

ELANGENI expressly reserves the right to claim from customer additional costs incurred.

A flight may be rebooked. A rebooking fee has to be paid by the customer. Any rebooking is subject to availability of the aircraft and crew as well as the granting of all necessary permissions, landing-, starting and traffic rights. In the event the customer cancels a rebooked flight, the customer shall pay to ELANGENI as a minimum 50 % of the charter price. In that case, the cancellation fee is based either on the original charter price or on the rebooked charter price, whichever is higher.

These cancellation fees are liquidated damages, whereby ELANGENI expressly reserves the right to claim reimbursement for any additional cost incurred. If the customer is a consumer and not an entrepreneur, the customer is entitled to provide evidence that ELANGENI did not incur any damage at all or to a significantly lesser extent than the amount of liquidated damages set forth hereunder.

9. Refusal to Carry on board

Without prejudice of its rights ELANGENI is entitled to refuse, at its sole discretion, to carry any passenger and/or its baggage on board the aircraft upon having a compelling reason, in particular if the mental or physical condition or the behavior of the passenger endangers safety on board of the aircraft or the transportation of the passenger would violate any legal requirement.

10. Liability

Without prejudice to the terms of the Warsaw Convention and the Montreal Convention (as applicable), ELANGENI shall not be liable for any cancellation or delay of a flight if not caused directly by the gross negligence or willful misconduct of ELANGENI. In particular, ELANGENI shall not be liable for force majeure and events beyond its reasonable control as hindrances caused by the authorities or third parties, governmental orders (e.g. landing and over flying rights) or conditions, embargo, blockades, strike, lockout, war (including undeclared) or warlike situations, unrest, natural catastrophes, weather conditions and security risks. Furthermore, ELANGENI shall not be liable for actions of other airlines, security and ground handling firms and their vicarious agents, or for personal belongings left onboard the aircraft by the passengers. Liability for death and personal injury shall be in accordance with the applicable law. Any exclusion or limitation of ELANGENI's liability shall apply to and be for the benefit of ELANGENI's employees, agents, servants and representatives and any third party whose aircraft is operated by ELANGENI and the respective employees, agents, servants, and representatives of that third party.

The customer incurs unlimited liability for damages of the aircraft or the aircraft interior if caused by the passengers or any additional crew member provided by the customer. The customer's liability shall be irrespective of any liability agreement between the customer and its passenger or crew.

11. Governing law, Jurisdiction

The charter agreement as well as the performance of the transportation services are governed by the laws of Germany, in particular the Air Traffic Act, the Montreal Convention or the Warsaw Convention (as applicable) and the EC Regulation No. 2027/97 in the form of EC Regulation No. 889/2002, as well as these Terms and Conditions. Passengers shall be compensated and assisted in the event of denied boarding and for cancellation or long delay of flights, in accordance with the EC Regulation No. 261/2004. If the customer is a merchant or a legal person under public law exclusive place of jurisdiction shall be with the courts of Vienna, Austria.

## 12. Miscellaneous

If any provision of these General Terms and Conditions is or becomes invalid, the other provisions shall not be affected thereby. The parties agree to replace any invalid provision by a valid provision which has a content that is as similar as.

### Notices:

#### Basis for the information

The basis for the rules described below is the Montreal Convention of 28 May 1999, which is implemented in the European Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the member states of the European Community.

### Disclaimer:

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s) and the Passenger. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

NOTICE acc. to annex of EC Regulation 2027/97 as amended by EC Regulation 889/02

Air carrier liability for Passengers and their baggage

This information notice summarizes the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.

### 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 113,100 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.

### 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 16,000 SDRs (approximate amount in local currency).

#### Passenger delays

In case of Passenger delay, the air carrier is liable for damages unless the air carrier took all reasonable measures to avoid the damages or it was impossible to take such measures. The liability for Passenger delay is limited to 4,694 SDRs (approximate amount in local currency).

#### 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 1,131 SDRs (approximate amount in local currency).

#### Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 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.

#### 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.

#### 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.

#### 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 of them. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

#### 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.

#### Ancillary Notice acc. Art. 6 ( 2) regulation (EC) 2027/97 as amended by regulation (EC) 889/02:

Our liability as an European Community air carrier in respect of destruction, loss of, damage to or delay of baggage is limited to 1,131 Special Drawing Rights („SDR“, approximate amount of local currency). For baggage greater in value than this figure a special declaration of interest in delivery at the destination should be brought to our attention at check-in or the baggage should be fully insured by the passenger prior to travel. If passenger has made a special declaration of



interest and has paid a supplementary sum we will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at the destination.

Carriage is subject to our current General Terms of Conditions

#### LIST OF PROHIBITED ARTICLES

Passengers are not permitted to carry the following articles in their hold baggage: explosives and incendiary substances and devices — explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

(a) guns, firearms and other devices that discharge projectiles — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:

- firearms of all types, such as pistols, revolvers, rifles, shotguns,
- toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
- component parts of firearms, excluding telescopic sights,
- compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns,
- signal flare pistols and starter pistols,
- bows, cross bows and arrows,
- harpoon guns and spear guns,
- slingshots and catapults;

(b) stunning devices

- devices designed specifically to stun or immobilize, including:
- devices for shocking, such as stun guns, tasers and stun batons,
- animal stunners and animal killers,
- disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsaicin sprays, tear gas, acid sprays and animal repellent sprays;



(c) objects with a sharp point or sharp edge

— objects with a sharp point or sharp edge capable of being used to cause serious injury, including:

- items designed for chopping, such as axes, hatchets and cleavers,
- ice axes and ice picks,
- razor blades,
- box cutters,
- knives with blades of more than 6 cm,
- scissors with blades of more than 6 cm as measured from the fulcrum,
- martial arts equipment with a sharp point or sharp edge,
- swords and sabres;

(d) workmen's tools

— tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:

- crowbars,
- drills and drill bits, including cordless portable power drills,
- tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
- saws, including cordless portable power saws,
- blowtorches,
- bolt guns and nail guns;

(e) blunt instruments

— objects capable of being used to cause serious injury when used to hit, including:

- baseball and softball bats,
- clubs and batons, such as billy clubs, blackjacks and night sticks,
- martial arts equipment;

(f) explosives and incendiary substances and devices

— explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- replica or imitation explosive devices,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives