
General Terms and Conditions of Elangeni GmbH (hereinafter referred to as „ELG“)

The following General Terms and Conditions of **ELG** in the relevant version at the time of conclusion of the contract are an integral part of any contract with **ELG**. Any deviations thereof or contradictory terms shall not be valid unless expressly confirmed in writing by **ELG**. 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 **ELG** 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 **ELG** is not able to obtain all necessary permissions and/or rights, **ELG** is entitled to withdraw from the respective contract without any liability.

1. Conclusion of the contract Orders of a customer may be addressed to **ELG** via letter, facsimile, e-mail or telephone. The contract is not concluded until **ELG** 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 **ELG** immediately about any errors or discrepancies. If the customer requests changes to its booking at a later date, **ELG** 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 **ELG** to the passenger(s). If the customer does not comply with the preceding sentence, the customer shall indemnify **ELG** in respect of any passenger claims.

2. Contract performance through a third party

ELG 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, the passenger shall notify the captain before boarding. The captain shall decide on how these goods are to be transported and is authorized to refuse transportation if a safety risk is suspected.

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. Furthermore, the captain is entitled to refuse to carry passengers that were not notified to **ELG**, or cancel or divert a flight if the conduct of a passenger is deemed to adversely affect safety. In such an event, the customer shall pay the contractual charter price and bear any additional costs incurred by **ELG**.

5. Transportation and travel documents

ELG shall issue the transportation documents. The customer shall provide **ELG** with a complete passenger list and all other necessary information not later than 24 hours or the deadline set by **ELG** before departure. The customer shall be responsible for providing **ELG** with correct and complete information. **ELG** may deny boarding of a passenger that does not have all required documents, without being liable for any damages.

6. Charter price and Payment The charter price includes the carriage, crew costs, landing fees, Eurocontrol fees, standard catering, and taxes. The charter price does not include ground transport, special catering, satellite communication, or aircraft de-icing. If **ELG** incurs any cost for such services, Customer shall pay those to **ELG** in addition to the charter price. Unless otherwise agreed, the invoice shall be paid in full immediately upon receipt. If any payment is delayed, **ELG** may charge interest.

7. Delays caused by the customer or passengers In the event the aircraft is not able to depart at the scheduled time due to actions or omissions of the customer or passengers, the customer shall compensate **ELG** for demurrage charges and extra fees for additional ground time.

8. Withdrawal/Rebooking/Cancellation

ELG may withdraw from the charter contract immediately without prejudice of its rights for any compelling reason (e.g., insolvency, failure to pay, force majeure, or AOG). In case the customer withdraws from the contract before the scheduled departure, the customer shall pay a cancellation fee as follows:

- **a)** Cancellation any time after signed confirmation: 10% of the charter price stated on the invoice, at least EUR 1,000.00.
- **b)** Cancellation at least 7 days before departure: 25% of the charter price.
- **c)** Cancellation at least 72 hours before departure: 50% of the charter price stated on the invoice, at least EUR 1,500.00.
- **d)** Cancellation at least 24 hours before departure: 75% of the charter price stated on the invoice, at least EUR 2,000.00.
- **e)** Cancellation in less than 24 hours before departure: 100% of the charter price stated on the invoice.
- **f)** If the aircraft has already been positioned or costs have already been incurred, the current costs will be charged in addition, without **ELG** being obligated to provide proof.

9. Refusal to Carry on board

ELG is entitled to refuse, at its sole discretion, to carry any passenger and/or its baggage upon having a compelling reason, in particular if safety is endangered.

10. Liability Without prejudice to the terms of the Warsaw or Montreal Convention, **ELG** shall not be liable for any cancellation or delay if not caused directly by gross negligence or willful misconduct of **ELG**. Any exclusion of **ELG**'s liability shall also benefit its employees, agents, and representatives. The customer incurs unlimited liability for damages of the aircraft interior if caused by the passengers.

11. Governing law, Jurisdiction The charter agreement is governed by the laws of Germany. If the customer is a merchant, the exclusive place of jurisdiction shall be with the courts of Munich, Germany.