

## General Terms & Conditions of AirGO Flugservice GmbH & Co. KG (Revision 17. October 2013)

### § 1 Conclusion of the Contract

(1) Registration of a passenger or sender (customer) is obligatory.

(2) The written order confirmation and the present General Business Terms of AirGO Flugservice GmbH & Co. KG (referred herein as supplier or AirGO) are authoritative.

(3) Where the order confirmation deviates from the data in the registration the customer must lodge his objection immediately, but by the latest three days after receipt or else the transport contract according to the order confirmation will be formed.

(4) The customer is not entitled to transport with a specific airplane. He will only be entitled to transport with a specific type of airplane. The same shall apply to transport with a higher type of airplane.

(5) In case a flight booked with AirGO will be operated by a sub-contractor (sub-charter flight) the General Terms and Condition agreed between AirGO and the operator carrying out the flight will apply additional to the contract and substitute AirGO Standard General Terms and Condition whenever contradictory.

### § 2 Change of Services

(1) The supplier has the right to transfer to a different means of transport due to meteorological, technical or other reasons for which he is not liable. In other respects §5 (3) will apply.

(2) Where the plane has to land in detour airports, applicable for departure airport and destination airport, in such cases, the customer will not have to pay extra for the flight or fees. This will not apply if the additional costs were stipulated in the order confirmation.

(3) The customer must bear the costs of the additional transport from or to the detour airport.

(4) Where the customer orders a destination or place of departure different from the one stipulated in the order, the customer must bear the additional costs thereby incurred.

(5) AOG and Substitution Aircraft: In case the agreed aircraft type is not available AirGO is entitled to provide an aircraft type of lesser value with a reduced price offer. In the event Customer does not agree to an aircraft of lesser value AirGO may sub-charter an aircraft of equivalent value and charge any additional cost to the Customer. If a substitution or sub-charter is needed en-route the charter price of the confirmation will be reduced pro-rata accordingly.

If Customer finally does not agree to either (1) the substitution of agreed aircraft type by AirGO of lesser or better value or (2) the sub-charter option, such decision by the Customer will be deemed as a cancellation according to § 7. If a substitution or sub-charter is required en route and Customer does not agree this will be classified as a cancellation of the commencement sector for which Customer has to pay a pro-rata cancellation fee according to clause § 7.

### § 3 Taxes, Charges and Customs Duty

All taxes, fees and other charges levied by government, municipal and other officials or by the airport company with regard to the transport must be paid in addition to the freight fees unless included in the remuneration in accordance with the transport contract.

### § 4 Compliance of Flight with Contract

(1) Where the flight is defective, the customer must demand rectification by the supplier before claiming a price reduction. Especially defects developing during the flight have to be claimed and rectification must be demanded during the flight. The supplier can refuse the rectification if it requires an unreasonable amount of effort. The customer is not entitled to price reduction for defects, which are not the supplier's responsibility.

(2) There will be no price reduction where the customer fails to report the defect.

(3) Damages due to non-performance are excluded.

(4) Delays shall be accepted by the customer as long the delay isn't the suppliers direct responsibility i. e. weather, slots, strike, traffic delays, technical delays or checks or any other circumstance affecting the safety of a flight but not limited to this. The supplier will always make best efforts to avoid or reduce delays. In case of such a delay, which is not the supplier's direct responsibility and which exceed 3 hours, both parties may withdraw from the contract (or a part of the contract); the cost incurred, however, have to be paid by the customer. For flight cancellation see also §6.

### § 5 Freight transport

(1) AirGO assumes the transport of general commercial goods, other goods, merchandise and products of all kinds up to the stipulated amounts/ bulk and/or volumes from the airport of departure to the destination airport insofar as the transport thereof is not excluded by authoritative laws or relevant regulations.

(2) Unless otherwise agreed on in the transport contract, freight fees and charges will only apply to transport from airport to

airport.

(3) AirGO has the right to engage other suppliers as vicarious agents or to engage an aircraft different from the one stipulated in the transport contract.

(4) The customer must ensure that the freight is ready at the airport of departure at least 60 minutes prior to the agreed departure time. A shorter period must be agreed on separately in writing. The customer will be liable for delays in preparation of the freight for dispatch.

(5) The prerequisite for acceptance of the goods for transport is:

- Hazardous goods, live animals, perishable goods and other items specified in the relevant statutory regulations will only be accepted subject to the conditions stipulated therein.
- Valuables with a value to be separately declared will only be accepted where special agreements have been concluded between the customer and AirGO in written.

(5) The prerequisite for the acceptance of goods is:

Transport, export or import may not be prohibited by the laws of the country from which, in which or via which the flight is going,

- The goods have to be packed in a suitable way for air transport,
- The necessary accompanying papers must go along with the goods and they must be properly declared,
- The goods may not endanger the aircraft, persons or items.

(6) The customer and the owner of the freight who will be jointly liable for compensating AirGO for any loss, damage, delay, third party liability or penalty which can arise from the freight will bear responsibility for observance of the prerequisites for goods which are not or are only conditionally permitted for transport. AirGO must be released from damages which originate from inaccurate information on the freight.

(7) The customer must observe all relevant laws, customs and other government regulations of each country from which, through which and over or in which the freight is being transported; he must provide all information and enclose all papers with the air consignment note which are necessary for compliance with the statutory requirements. The customer will be liable to AirGO for damage incurred by the sender's culpable breach of duties stipulated in clause 1. AirGO is not obligated to verify the accuracy or completeness of the information or papers. AirGO will

not be liable to the sender nor to third parties for damage or costs incurred by failure of the sender to comply with these regulations.

**(8)** AirGO has the right but not the duty to check the contents of consignments and to exclude the goods from transport,

- Where relevant regulations are not being observed,
- Where the accompanying papers are incomplete,
- Where it is necessary for reasons of safety and order.

**(9)** AirGO will not be liable where he decides in good faith and with due discretion that the relevant laws and regulations do not allow the transport of a consignment and he consequently refuses the transport of freight and this is not due to gross negligence.

**(10)** Unless otherwise agreed, delivery of the freight at the destination airport will be made to the addressee specified in the air consignment note or to a vicarious agent appointed by the sender, supplier or recipient.

**(11)** Freight will be deemed as having been delivered to the addressee when handed over to customs or another relevant official if the recipient is authorized to decontrol the freight.

## § 6 Flight Cancellation

**(1)** Where the flight is impeded (exceeding delays of 3 hours), endangered or impaired due to third party impact, technical reason or force majeure at the time of the conclusion of the contract, both parties to the contract have a right to termination of the contract.

**(2)** AirGO will not be entitled to the transport fees but to any reimbursement of aircraft operation cost and third party cost which already accumulate (i. e. positioning flights, airport fees, taxes).

**(3)** The customer will bear any additional costs thereby incurred himself.

**(4)** Further-reaching claims are excluded.

## § 7 Right of Rescission

**(1)** The customer can resign the transport contract at any time before the flight.

**(2)** Where the customer resigns AirGO can demand compensation for lost profit, damages and reimbursement.

**(3)** Essentially, the supplier has the right to demand 25% of the charter price as a lump sum compensation amount in case of cancellation up to 96 hours prior departure and after that until 48 hours prior departure 50% can-

cellation fee. For cancellation later than this, supplier has the right to demand 80% of the charter. In case of reasons mentioned under (4) (ii), (iii) and (iv) AirGO has the right to charge 100% of the transport fees.

**(4)** In case of (i) cancellation of any booked flight by the Customer, (ii) a delay of any Passenger and/or Customer leading to AirGO having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger, or (iv) any refusal of the Customer and/or any of its Passenger to conduct a flight in accordance with the requirements of the Captain for flight safety or security reasons leading to the Captain to reasonably deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out in § 7 (3) shall be applicable and payable by Customer. AirGO undertakes to make all reasonable efforts to ensure the highest flexibility for the Customer / Passenger. That said, a schedule change by the customer/passenger of more than 1 hour (if not agreed different in writing in the contract) to any flight booking that is not the result of the actions of AirGO will be classified as a new flight and therefore must be reconfirmed by AirGO. If AirGO is unable to accommodate the revised schedule change to the flight booking, the Customer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Customer's responsibility to ensure that Passengers arrive adequately in advance of the scheduled departure time. The Customer shall be liable for any late arrival of Passengers. Due to Crew Duty Time Limitations AirGO reserves the right to depart without any Passenger(s) in order to ensure the commencement of the next scheduled flight. AirGO will classify such late arrival of Passengers as a cancellation by Customer. AirGO will not be liable to the Customer for any loss or expense incurred by the Customer or a Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account an actual pre-estimate of the actual costs to AirGO when a Customer cancels a flight or AirGO is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation Fees will apply as advised to the Customer in accordance with the confirmation based on the scheduled time of departure therein.

## § 8 Liability

**(1)** The liability of AirGO will be determined by its own Conditions of Carriage. The liability of the operator/supplier is limited to the coverage of the CSL insurance. The insurance documents and conditions can be hand over

to the customer on his request. Any liability AirGO has for Damage will be reduced by any negligence on the part of the customer, which causes or contributes to the Damage in accordance with applicable law.

**(2)** The supplier is liable only for damage occurring on his own flights. If AirGO issue a ticket or check baggage over the lines of another Carrier (agent modus) AirGO do so only as an agent for such other Carrier.

**(3)** AirGO is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same. Operator/supplier's liability shall not exceed the amount of proven damages or insurance sum under any circumstances. Any exclusion or limitation of liability of operator/supplier shall apply to and be for the benefit of agents, servants and representatives of operator/supplier and any person whose aircraft is used by the operator and such person's agents, servants and representatives. The aggregate amount recoverable from operator and from such agents, servants, representatives and persons shall not exceed the amount of operator limit of liability. The operator is liable for destruction, loss or damage to baggage up to 1,220 EUR. In case of unchecked baggage, the operator is liable only if damaged by wilful misconduct. If the baggage is damaged, lost or destroyed the passenger must write and complain to the operator/supplier as soon as possible. The operator is only then liable for damage to perishable, fragile or highly sensitive articles (computers or other electronic items) money, jewellery, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, or samples which are included in the passenger's checked baggage, whether with or without the knowledge of us, when we caused such damage by our wilful misconduct. The operator is not liable for damage to a passenger's baggage caused by property contained in passenger's baggage unless we caused such damage by our wilful misconduct. Any passenger whose property causes damage to another passenger's baggage or the property causes damage to another passenger or to the property of the operator shall indemnify the operator for all losses and expenses incurred by the operator as a result thereof.

## § 9 Mode of payment

**(1)** Invoices are to be paid to the full amount immediately before flight.

**(2)** The supplier can demand the full transport remuneration amount in advance. Where the required advance payment is not made to

AirGO within three days prior to the flight date AirGO will have the right to terminate the contract. AirGO can demand lump sum damage compensation pursuant to §7 Sect. 3. AirGO will not be liable for damage by the customer.

#### § 10 Set off

The customer can only set off claims with uncontested claims or claims which are res judicata.

#### § 11 Forfeiture Periods

(1) All claims arising from the transport contract and claims associated with it must be asserted in writing within six months after they become due. Any claims not asserted within this period will be forfeited.

(2) Where a claim is unsuccessfully pursued, the claim must be appealed within two months after it was rejected in writing by the other party or else it will be forfeited.

#### § 12 Refusal of Entry, Fines

(1) If a passenger is denied entry into any country, he will be responsible to pay any fine or charge assessed against AirGO by the Government concerned and for the cost of transporting him from that country. AirGO may apply to the payment of such fare any funds paid to us for unused carriage, or any funds of the passenger in the possession of us. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by AirGO.

(2) If AirGO is required to pay any fine or penalty or to incur any expenditure by reason of passengers failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, the passenger or costumer shall reimburse AirGO on demand, any amount so paid or expenditure so incurred. AirGO may apply towards such or any of the passenger/costumer funds in AirGO possession. The value of fine or penalty can vary from country to country and may be of a higher value as the fare paid for the flight. The costumer pledge to advise the passenger(s) to be aware to observe the admission regulations of each country they intend to travel to and to inform the passengers about the consequences resulting out of the disrespect.

#### § 13 Customs inspections, Data Privacy

(1) If required, the passenger shall attend inspection of his Baggage, by customs or other Government officials. AirGO is not liable for any loss or damage suffered by the passenger in the course of such inspection or

through his failure to comply with this requirement.

(2) The passengers are obliged to submit to any security checks by Governments, airport officials, Carriers or by AirGO.

(3) AirGO is entitled to transmit passenger personal data and all personal reservation data in connection with their flight to domestic and foreign authorities (including USA and Canada) if these authorities request AirGO to do so due to compelling legal rules and regulations in order to fulfil the contract of carriage.

(4) The Customer herewith agrees to allow AirGO to store and use the Customer's contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with the parties business relationship and may be provided to contractors, and assignees of AirGO, for uses consistent with their collective business activities, including communicating with the Customer (for example, for processing orders, for promotions and for market research).

#### § 14 Validity of the Offer

A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. AirGO reserves the right of withdrawal of quotations even after receipt by the customer prior to its acceptance. A quotation can be given by phone, email or fax.

#### § 15 Parties

The signature by an authorized employee of AirGO on the confirmation shall constitute a binding offer by AirGO to Customer. The acknowledgement of Customer by signature of the signed confirmation constitutes a contract of carriage between the Customer and AirGO.

The Customer acknowledges on behalf of its Passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer's individual Passengers and AirGO, notwithstanding the issuance of a Passenger ticket by AirGO. Customer, any third Party between Customer and Passenger, and Passenger shall remain jointly liable for the payment of the Charter Flight and any additional costs, as well the cost of any damages or losses caused by Passenger. It is the responsibility of the Customer to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these GTC.

#### § 16 Additional Cost

Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, an enlarged or second flight crew will be needed and invoiced separately. Such changes in the flight schedule or routing, which exceed the maximum crew duty time and the ability to execute the changed flight schedule are always subject to availability of additional crew. Any additional cost which are not caused by AirGO (i. e. late night charges due to change of schedule, any government charges unknown before flight but not limited to that) will be charged after the flight and have to be paid by the costumer. De-icing cost will be charged to the costumer after the flight upon receive of invoice and have to be paid by the costumer.

#### § 17 Empty Leg Sales and Schedule

The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. AirGO reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. AirGO is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by AirGO. The decision to make any such changes remains with the Pilot in Command.

#### § 18 Fuel

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and confirmation, the charter price will be adjusted accordingly.

#### § 19 Rules

(1) All AirGO flights are non-smoking flights. Acting contrary may cause breakup of the flight. Cost for special cleaning and damage due to unserviceability of the aircraft shall be borne by the costumer.

(2) Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

(3) Captain's Authority: The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading.

The pilot decides whether or not and how the flight is operated.

## **§ 20 Final Provisions**

(1) Amendments of or addenda to the transport contract must be in writing. The same shall apply to a waiver of the writing requirement. The costumer commits to inform all passengers about the relevant terms and conditions of the suppliers GTC and transport and travel documents as well as security and safety advises (see appendix 1 and 2).

(2) Should individual terms of the transport contract or the present General Business Terms be ineffective or void, this will not affect the remaining contract. The contracting parties will replace the ineffective or void term with a term which comes as close as possible to the economic purpose of the contract. The costumer pledges to inform the passenger about relevant regulations under the present terms of the GTC.

**(3) Exclusively German law will apply to the present contract.**

(4) Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

**(5) The exclusive place of jurisdiction is Mainz, Germany.**

**The customers agree that the German version of the Terms of Condition shall prevail in any event. The translation in English language is only for the purpose of courtesy.**

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### Appendix

- (1) Gefährliche Güter / Dangerous Goods
- (2) Reisedokumente, Pässe, Visa und Kreditkarten / Travel documents, passports, visa and credit cards

## APPENDIX 1

Please make sure you hand over the following security advice to the passengers:

### **VORSICHT!**

**GEFÄHRLICHE GÜTER DÜRFEN SIE WEDER PERSÖNLICH NOCH IM GEPÄCK MITFÜHREN.  
DANGER!**

**DO NOT CARRY DANGEROUS GOODS IN YOUR BAGGAGE OR ON YOUR PERSON.**

- **Munition, Waffen und Feuerwerkskörper**  
Ammunition and fireworks
- **Spitze/scharfe Gegenstände, wie Scheren, Messer, Werkzeuge, Wurfpeile, Eispickel, Schlittschuhe**  
Peaked or sharp objects, like scissors, cutter, tools, darts, ice picks, scates
- **Stumpfe Gegenstände, die Verletzungen hervorrufen können, wie Golf-, Baseballschläger etc., Skateboards, Paddel**  
Edgeless objects which are able to injure, like golf, hockey or baseball racquets etc., skateboards, paddles
- **Feuerzeuggas und Butangasbehälter**  
Butane, lighter fuel, butane gas
- **Feuerzeugbenzin und Sturmfeuerzeuge**  
Lighter fuel and flare matches
- **Streichhölzer und Feuerzeuge – nur persönlich, nicht im Gepäck**  
Matches, lighters – permitted on your person but not in baggage
- **Bleichmittel, Peroxide**  
Bleach, peroxide
- **Gift**  
Poison
- **Radioaktive Medikamente**  
Radioactive medicine
- **Nassbatterien, Quecksilber, Säuren**  
Wet battery, acid, mercury
- **Magnetische Materialien und andere gefährliche Güter**  
Magnetized material and other dangerous goods

**Medikamente und Toilettenartikel dürfen in kleinen Mengen mit geführt werden.**  
Medical and toilet article in small quantities may be carried.

## APPENDIX 2

### TRAVEL DOCUMENTS, PASSPORT, VISA & CREDIT CARD

#### Anhang zur Auftragsbestätigung / *Appendix to the order confirmation*

1. Sie sind verpflichtet, und es unterliegt Ihrer eigenen Verantwortung, die für Ihre Reise notwendigen Reisedokumente und Visa zu beschaffen und alle Vorschriften der Staaten zu befolgen, die überflogen oder angefliegen werden oder von denen aus geflogen wird; das gleiche gilt für unsere diesbezüglichen Regelungen und Anweisungen.

Wir haften nicht für die Folgen, die Ihnen aus der Unterlassung, sich die notwendigen Papiere zu beschaffen, oder aus der Nichtbefolgung der in Betracht kommenden Vorschriften oder Anweisungen entstehen.

*You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.*

2. Sie sind verpflichtet, vor Reiseantritt die Einreise- und Ausreisepapiere, Gesundheitszeugnisse und sonstigen Urkunden vorzuweisen, die seitens der in Betracht kommenden Staaten vorgeschrieben sind und uns die Anfertigung von Kopien dieser Dokumente zu gestatten. Wir behalten uns das Recht vor, Sie von der Beförderung auszuschließen, wenn Sie die maßgebenden Vorschriften nicht befolgen oder Ihre Dokumente unvollständig sind und wir haften nicht für Verluste oder Aufwendungen, die Ihnen daraus entstehen, dass Sie diese Bestimmungen nicht befolgen.

*Prior to travel you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.*

3. Erstattungen von Flugkosten, die mit einer Kreditkarte bezahlt wurden, erfolgen nur als Gutschrift auf das Kreditkartenkonto, das ursprünglich zur Zahlung angegeben wurde. Der zu erstattende Betrag richtet sich entsprechend der Maßgaben in diesem Artikel nur nach dem in der Auftragsbestätigung angegebenen Betrag und der Währung. Der Erstattungsbetrag, den der Kreditkarteninhaber durch Gutschrift auf seinem Kreditkartenkonto erhält, kann durch Umrechnungen und Gebühren der Kreditkartengesellschaft von dem ursprünglich an die Kreditkartengesellschaft für den erstatteten Flugschein gezahlten Betrag abweichen. Diese Abweichungen begründen keinen Anspruch des Erstattungsempfänger uns gegenüber.

*Refund due to tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variances do not entitle the recipient of the refund to a claim against us.*