

FSH LUFTFAHRTUNTERNEHMEN GMBH

General Conditions of Business

Conditions of business for commercial/executive air taxi transportation

1. General

All conveyance services provided by the air carrier are rendered subject to commercial air taxi transportation regulations.

2. Limitation of Liability

Liability limitations for commercial air traffic are regulated through the Warsaw Convention meaning the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929 or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.

The liability limitations of the air carrier stated thereunder for personal injury or damage of baggage are binding. Separate agreements are applicable accordingly (for example the U.S.A.). With regards to carriage of freight these regulations are applicable in as much as the air carrier is not the freight carrier of the transported cargo. Therefore, all and every liability is explicitly excluded for amount and value of cargo it being only insured subject to the rules and limitations relating to liability established by the Warsaw Convention.

3. Implementation of Flight

The air carrier undertakes to implement flight contracts according to pertinent air traffic regulations. This obligation is not applicable if the contracted flight or parts of the contracted flight are not in accordance with legal and/or air traffic control regulations e.g. non-acceptance of entry application or if other safety factors e.g. weather, bomb threats etc. do not permit the flight or parts of the flight to be implemented. Should it come to pass that a flight can only be implemented partially only the actually performed part will be invoiced.

4. Landings at Alternate Airports

Should the air carrier be forced to deviate from the originally contracted flight route due to weather or other reasons and be forced to land at another than the planned airport the air carrier will not assume responsibility for the costs incurred to transport the passengers to the original destination. The same applies to return flights. Should the requirement for such an alternate landing become obvious before take off the air carrier is obliged to inform the charter customer

immediately. In such a case the charter customer has the right to cancel the flight without any reciprocal charges for compensation.

5. Payment

All invoices by the air carrier are to be paid in full in advance before take off, payment received on the account.

6. Cancellation

Should the charter customer cancel a booked and confirmed flight the air carrier is entitled to charge the following indemnity:

- a) cancellation up to 30 days before scheduled flight 10% of the total costs,
- b) cancellation up to 14 days before scheduled flight 20% of the total costs,
- c) cancellation up to 07 days before scheduled flight 30% of the total costs,
- d) cancellation up to 24 hours before scheduled flight 50% of the total costs and
- e) cancellation of less than 24 hours before scheduled flight 80% of the total costs.

In case of cancellation all non-incurred costs e.g. direct flight operational costs have already been taken into account regarding the amount of the total cancellation costs charged.

7. Technical Failure

Should the agreed aircraft type not be available due to technical or other reasons the air carrier is entitled to provide a substitute aircraft. However, the standard of the substitute aircraft should be equal to the originally stipulated aircraft.

8. Charter to Third Parties

In case the charter customer intends to sell seating capacity to third parties the charter customer is legally obliged to inform the air carrier due to the possible necessity of obtaining air traffic permissions. A legally binding contract is entered into only between the air carrier and the charter customer and not between the air carrier and the subcharter partner.

9. Place of Performance and Domicile

Place of Performance and Domicile is Leipzig. Any disputes arising hereunder will be settled before a competent Leipzig court of law. German law is agreed.