General Terms and Conditions of Carriage of Hahn Air Lines GmbH

- *hereinafter “HR”* -

The following HR General Terms and Conditions of Carriage (TCCs) define the conditions under which HR processes and develops contractual relationships with its customers (hereinafter “Charterer”). The following TCCs are a constituent of all agreements with HR. HR does not acknowledge deviating or contradictory agreements unless HR had expressly agreed upon their validity in writing.
These conditions apply – insofar as not specified otherwise in other clauses – to both consumers and corporations.

1. Conclusion of contract

1. HR shall communicate a non-binding contract offer to the Charterer, upon receipt of their enquiry in writing, via email or via fax. The Charterer shall inspect this non-binding offer and sign it in writing and return it to HR via email or via fax.

2. An agreement of carriage is entered into between the Charterer and HR upon the Charterer receiving the confirmation of order from HR.

2. HR services

Under the contract, HR shall ensure the execution of the authorised flight with the booked aircraft with crew from the agreed departure to the agreed destination at the agreed time.

3. Composition of the charter costs

1. Whenever possible, HR shall offer package prices to the Charterer. If the charter price is fixed on a package basis, all flight-related charges are contained in the package price offered and invoiced for. This does not include weather-related special charges (e.g. for de-icing, placing aircraft in hangar) and non-flight-related extra services such as taxis or limousines provided or special catering (see also III. 2 e)).

2. Furthermore, the following is valid for HR offers:

a) If, contrary to Section 1, a rate of charging is agreed based on flight time, then this is invoiced on the basis of the duration of the booked flight (hereinafter "flight hours"). The period from the beginning of the take-off until the completion of landing will be invoiced. HR does not charge for any block times. Therefore, the time that the aircraft is at the gate and the period in which the aircraft taxis from the gate to the runway and from the runway to the gate is not included in the flight time.

b) Where offers and invoices from HR include the "Airport Package" Section, then all flight-related costs (e.g. aiway charges, arrival and departure charges, landing fees and positioning flights), with the exception of any possible de-icing and with the exception of fees and costs which are contained in the following Sections c) - e), shall be paid. The Charterer is not invoiced precisely for these additional costs. Follow-up costs by ground transportation will be borne by the Charterer.

c) Whenever offers and invoices from HR include the "Night Stop Package" Section, then all additional costs accrued due to flight movements spanning several days (e.g. cost of the overnight parking of the aircraft, accommodation and meal expenses of the crew and the cost of scheduled air tickets, should a replacement

crew be required due to the length of the flight), shall be paid. This involves a figurative lump-sum invoice which does not necessarily coincide with the actual costs incurred. In particular, the calculation of a night stop package does not prevent HR from otherwise utilising the aircraft and crew. Any additional costs incurred hereby will not be charged. The Charterer will only be charged the night stop package. The Charterer is not invoiced precisely for these additional costs.

d) Should a day in a hotel be booked in order to observe the rest period of the crew for a journey, this is calculated at a flat-rate of €300 per day.

e) Special services such as VIP handling, special catering, on-board telecommunication via satellite etc. commissioned and negotiated or provided by HR are additionally invoiced to the client.

4. Payments

1. Payments are due immediately upon receipt of invoice and without deduction. Offsetting against counterclaims of the Charterer is excluded, unless a legally binding or undisputed claim has been established.

2. The Charterer can pay the Charter fee in cash, by credit card (VISA, MasterCard or AMEX) or via bank transfer. HR reserves the right to refuse cash payment in individual cases without stating reasons. HR also reserves the right to demand payment of the charter fee in advance by the Charterer in whole or in part.

5. Cancellation, rebooking and withdrawal

1. Cancellations can be made in writing, via email or via fax. Furthermore, the following applies to cancellations:

a) In the event of the Charterer making a cancellation, the following flat-rate claims for damages are due:

- In the event of a cancellation of the contract up to 72 hours before the scheduled departure, a cancellation fee of 30% of the airfare is due.
- In the event of a cancellation of the contract up to 24 hours before the scheduled departure, a cancellation fee of 50% of the airfare is due.
- In the event of a cancellation of the contract fewer than 24 hours before the scheduled departure, a cancellation fee of 90% of the airfare is due.

The notice periods indicated refer to the time HR receives the cancellation. The Charterer is entitled to prove that no damage occurred to HR or that only minor damage occurred. Further claims from HR are reserved.

b) With sufficient reason, HR can withdraw from the charter agreement without observing any notice period and under preservation of their rights. Sufficient reason applies in particular if:

- Insolvency proceedings over the assets of the Charterer were applied for or opened, or there was any other significant deterioration in the pecuniary circumstances of the Charterer,
- The Charterer does not provide the requested forms of security,
- Other reasons subject to the person or the behaviour of the Charterer which make execution of the contract by HR unreasonable.

In addition, HR can refuse to transport passengers at their discretion, while under preservation of their full rights, for important reasons, especially if the mental or physical condition or the behaviour of the passengers pose a safety threat, or violate legal provisions. In all these cases, the Charterer shall have no claim for damages against HR.

c) In cases of force majeure, both parties are entitled to terminate the contract with good cause. A case of force majeure exists in particular if

- The Foreign Office issues an up-to-date travel warning or safety guidelines that may endanger the aircraft or persons after the conclusion of the transport contract for the agreed destination,
- Required visas for HR staff, landing permits or overflight rights are not issued by foreign authorities without this being the fault of HR or
- Prevailing weather conditions at the destination or along the flight route make a flight or landing at the destination or an alternate landing at a location other than the destination impossible.

Should such a situation prior to the flight be foreseeable, HR is required to inform the Charterer thereof immediately in order to allow the Charterer to make a decision regarding a cancellation of the contract. Mutual claims do not arise in these cases, particularly any claims for damages by the Charterer.

2. Rebookings are changes to the flight date, time of flight or the flight schedule or the flight destination at the request of the Charterer after conclusion of the contract in accordance with Clause I. Rebookings involve a cancellation of the original flight in accordance with the above Point V.1.a), including the associated legal consequences, and subsequently the conclusion of a new contract in accordance with Point I of these TCCs. In the event of a rebooking, insofar as only the destination but not the date of the flight is changed, only a liquidated damages claim in the form of an additional fee to the amount of EUR 500.00 plus VAT will be charged instead of a cancellation fee in accordance with Section V.1.a) in favour of HR. HR reserves the right to prove greater damage just as the proof of lesser damage or even no damage to HR remains unaffected for the Charterer.

3. HR is not obliged to accept amendments made after commencement of the flight. HR can refuse rebookings after the commencement of the flight, in particular when this results in compliance with the statutory rest periods for crew no longer being guaranteed. If the flight routing is changed by a rebooking after the commencement of the flight, then the HR fee is determined according to the ratio between the number of the calculated flight hours contained in the original offer and the actual flight hours flown, whereby HR at least has claim to the original fee agreed upon without consideration of the rebooking. Should an intermediate landing take place at the request of the Charterer contrary to the original contract of carriage, the Charterer is obliged to pay for all additional costs arising therefrom.

6. Termination of the flight, diversions and intermediate landings

1. Should HR not be able to fulfil its contractual obligation because of a failure of the aircraft due to technical or operational reasons or force majeure (especially due to the prevailing weather conditions at the destination or along the flight path) after the commencement of the flight, then the Charterer is liable for a pro rata fee payable according to the ratio between number of the calculated flight hours contained in the original offer and the actual flight hours flown plus any other possible additional expenses incurred by HR.

2. Should, due to force majeure, (especially due to the prevailing weather conditions at the destination or along the flight path) a landing at the destination airport not be possible and an alternate landing be required, HR does not assume the cost of transporting the passengers to the originally agreed destination nor the additional costs otherwise incurred as a result of the alternate landing. The Charterer is liable in this case for a pro rata fee payable according to the ratio between the number of the calculated flight hours contained in the original offer and the actual flight hours flown plus any other possible additional expenses incurred by HR.

3. Should, due to force majeure, (especially due to the prevailing weather conditions at the destination or along the flight route) a landing at the destination airport not be possible and a return flight to the departure airport be either requested by the Charterer or be unavoidable due to the circumstances, then the Charterer is liable for a pro rata fee payable according to the ratio between the number of the calculated flight hours contained in the original offer and the actual flight hours flown plus any other possible additional expenses incurred by HR. In this case, flight hours comprise the total distance travelled, i.e. from the outward and return journeys.

4. Should, due to force majeure (especially due to the prevailing weather conditions at the destination or along the flight route), a landing at the destination airport not be possible and therefore an intermediate landing be necessary, the Charterer is obliged to bear all resulting costs.

7. Delays due to Charterer behaviour

If the time during which the Charterer is entitled to use the aircraft as agreed is exceeded because passengers, baggage or cargo shipments are not ready on time, because travel documents or other documents required for the transport are missing or because of any other act or omission of the Charterer, its employees, agents or passengers, the Charterer shall be liable for demurrage in accordance with the fee schedule of the respective airport as well as reimbursement of expenses for additional ground and flight times. The Charterer is also obliged to reimburse HR all further documented costs incurred by the non-implementation or delay of the flight.

8. Transport of dangerous goods and other items

Only a person's own luggage may be carried. No items which are likely to endanger the aircraft may be carried. Each passenger is obliged to inform themselves prior to the flight of the list of items prohibited in carry-on baggage or checked baggage. Should the passenger be carrying dangerous goods on his person or in his luggage, in particular weapons or weapon-like objects, he must notify the aircraft commander thereof prior to departure in accordance with Section 27 para. 4 of the Transportation Act and Section 11 of the Aviation Security Act. The aircraft commander shall decide on the mode of transportation and is entitled to refuse carriage if persons or the aircraft are endangered as a result. All items, bulky luggage, etc. are only allowed as hand luggage if damage, contamination or hazard to persons and aircraft can be excluded. For details, please click here.
HR reserves the right to have a search of the luggage of the passengers prior to departure carried out by HR officials to ensure safety and order under Section 12 of the Aviation Security Act.

9. Decision-making powers of the aircraft commander

The aircraft commander is entitled to take all necessary safety measures at any time.
In that regard, he has full power to make decisions concerning the amendment of the payload and seating capacity offered, the passengers and goods as well as the loading, distribution and offloading of cargo and luggage. Similarly, the commander shall make all necessary decisions as to whether and in what way the flight is conducted, deviated from the route and where a landing is made. The commander is entitled to deny flight to undeclared persons and to prohibit the operation of a flight prior to its commencement or divert a flight immediately, should the behaviour of passengers so require it from a safety perspective and taking into consideration the personal rights of others on board. In these cases, the HR claim for payment of the charter price remains and the Charterer is obliged to pay for any additional costs arising from the measures taken.

10. Transport documents and travel documents

Transportation documents are issued by HR. The Charterer must provide HR with a passenger list no later than 24 hours prior to departure and provide all the necessary documents and information. The Charterer is responsible for the accuracy and completeness of these documents. The Charterer is responsible for ensuring that passengers are provided with all travel documents necessary for entry and exit such as passports, visas, vaccination certificates, etc. The Charterer shall be liable for all damages arising from the inaccuracy and incompleteness of its information and documents or from late or improperly issued documents. The Charterer shall also be liable for compliance with the applicable exchange and health regulations.

11. Liability

1. HR shall not be liable for the cancellation and delay of flights provided HR is at least not responsible for gross negligence in the context of such incidents and HR and the persons acting on its behalf have taken all reasonable measures to avoid damage or were prevented from taking such measures. This disclaimer applies especially in cases of force majeure, restrictions by government agencies or other third parties, strikes, lockouts and war or war-like incidents. HR is also not liable for the actions of other airlines, handling companies or their agents as well as for items left on board by passengers. Furthermore, liability for loss of life, or damage to body and health is governed by legal regulations. The exclusion or limitation of HR liability applies mutatis mutandis to all implementing agents, employees and other persons.

2. The Charterer will accept unlimited liability for damage to the plane or the aircraft interior, even without proof of fault of the offending passenger. The same applies to additional aircrew employed by the Charterer. The liability of the Charterer applies regardless of any liability agreement between the Charterer and passenger or the aircrew employed.

12. Agreement on place of jurisdiction and applicable law

1. Should the Charterer be a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Offenbach/Main for all disputes arising out of agreements between HR and the charterer.

2. German law is applicable to this agreement.

13. Non-binding translation

In cases of doubt, the German text of these TCCs is decisive.

14. Public Alternative Dispute Resolution regarding Air Transportation

In accordance with section 57 a) of the law implementing the EU Directive on the Alternative Dispute Resolution concerning consumer protection affairs, Hahn Air is participating in the Alternative Dispute Resolution procedure established by the German Federal Ministry of Justice (Schlichtungsstelle Luftverkehr, Adenauerallee 99-103, Bonn, 53113, Deutschland, (https://www.bundesjustizamt.de/Luftverkehr).

15. Miscellaneous

Should individual provisions of these terms and conditions of carriage be or become invalid, the validity of the remaining provisions remains unaffected. The parties shall agree to replace ineffective regulations with those effective regulations which come closest to them.