

# General Terms and Conditions of Carriage of Hahn Air Lines GmbH

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- *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 3. 2. e)).

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

a) Where offers and invoices from HR include the "Airport Package" Section, then all flight-related costs (e.g. airway 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 b-d, 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.

b) 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.

c) 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.

d) 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. 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,
- > a foreign State or foreign Authority, after the finalisation of the contract of carriage, issues a travel warning or security warning for the agreed destination which indicates an increased level of threat to the aircraft or its occupants,
- > Required visas for HR staff, landing permits, overflight permits or other required permissions are not granted 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 Point 1. Rebookings involve a cancellation of the original flight in accordance with the above Point 5.1.a), including the associated legal consequences, and subsequently the conclusion of a new contract in accordance with Point 1 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 Point 5.1.a ) in favour of HR. HR reserves the right to prove greater damage.

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 path) 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 path), 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.

Please refer to Item 17 for details concerning the transportation of Dangerous Goods.

All items, bulky luggage, etc. are only allowed as hand luggage if damage, contamination or hazard to persons and aircraft can be excluded.

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. Liability for lost or damaged baggage**

1. Unless otherwise specified, the liability regulations of the Montreal Convention of 28th March 1999 apply, implemented in Regulation (EU) 889/2002 and related national laws. Compensation for cancellations, delays and denial of boarding is in accordance with Regulation (EU) 261/2004.

2. For international flights, HR's liability for the loss of, destruction of or damage to checked baggage is limited to 19 SDR per Kilogram, and for hand baggage to 322 SDR per passenger. It is assumed that the weight of an item of baggage does not exceed 32Kg. For domestic flights, HR's liability for damage to checked and hand baggage is limited to 1,131 SDR per passenger.

3. In case of damage, loss or destruction of an item of baggage, the passenger must submit a written claim to HR as soon as practicable. In case of damage to an item of checked baggage, the passenger must submit a written claim within seven days, or, in the event that the delivery is delayed, within 21 days of the piece of baggage being placed at the passenger's disposal.

4. HR accepts no liability for damage to hand baggage unless the cause is demonstrably the fault or negligence of HR.

5. If the passenger is partially or wholly to blame for damage caused to the piece of baggage, the amount of liability will be reduced according to the degree of blame apportionable to the passenger. In particular, in the event that a piece of baggage is lost or delayed, the passenger may not inflate their claim for compensation by purchasing inappropriate replacement items.
6. HR's liability will not under any circumstance exceed the documented damage. Claims for resulting or subsequent compensation will only be considered if HR is shown to have caused said damage through demonstrable gross negligence. The provisions of the agreement are not affected.
7. HR is not liable for damage caused by property contained in a passenger's baggage. In such cases, the passenger bears the liability for costs arising from damage caused to themselves or to other passengers.
8. HR is not liable for damages occurring when HR is acting in compliance with applicable laws and regulations, nor is HR liable when passengers do not act in compliance with applicable laws and regulations.
9. Conditions of carriage, including limitations and waivers of liability, apply also to HR's employees and contractors. The total amount of compensation due to such persons may not exceed the liability limits applicable to HR.
10. Unless otherwise stated, none of these conditions purports to waive the limits of liability applicable to HR and contained in the agreement or in other applicable laws.
11. By accepting delivery of an item of checked baggage without objection, the owner of the baggage confirms that it is in good condition and was transported and delivered in accordance with the terms of the contract of carriage.

## **10. 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.

## **11. 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.

By accepting these terms and conditions, the Charterer confirms to HR that they will inform passengers that even if they are in possession of the required and valid travel documents, they may be refused entry by the destination country. In that event, the Charterer is liable for the reimbursement of any costs incurred by HR.

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 currency exchange and health regulations.

By accepting these terms and conditions, the Charterer confirms to HR that the passengers to be transported are not on any current sanctions or no-fly lists, including, but not limited to, those maintained by the United Nations or the European Union, or the USA SDN list.

## 12. 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 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.

3. In the event that we agree to provide services other than flights to the charterer using third-party suppliers, or when we issue transportation documents on behalf of a third party, we act solely as agent for the third-party supplier. In such cases, the third-party supplier's terms and conditions apply and we bear no liability for the supplier's performance, except when there is demonstrable gross negligence by us when the services were contracted.

4. The following terms of liability apply for surface transportation: We are only liable for damage to life, body and health which result from willful misconduct or gross negligence on the part of Hahn Air or one of its employees. In case of any other damage we are only liable if there is demonstrable gross negligence.

## 13. 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.

## 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, 53113 Bonn, Deutschland, (<https://www.bundesjustizamt.de/Luftverkehr>)).

## 15. Non-binding translation

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

## 16. Miscellaneous

Due to the structural limitations of our aeroplanes, we are regrettably unable to offer carriage to passengers who are unable to use the stairs to embark or disembark. Mobility aids and wheelchairs up to a size of 75cm x 50cm x 27cm will be carried free of charge. Battery-powered wheelchairs cannot be carried.

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.

## 17. Dangerous Goods

In order to ensure your safety on board, the transportation of certain items in baggage or hand luggage is prohibited by law.

- > Briefcases with built-in alarm devices or pyrotechnical devices and smart baggage with integrated, non-removable lithium batteries
- > Explosives, fireworks, flares
- > Pressurized containers containing irritant gases, self-defense sprays, camping gas
- > Containers with flammable liquids such as lighter fuel, paint, varnish, cleaning agents
- > Items that ignite easily, such as matches
- > Substances that emit flammable gases upon contact with water
- > Oxidizing substances, such as bleaching powder, peroxides
- > Poisonous (toxic) and infectious substances, such as mercury, bacteria and virus cultures
- > Radioactive materials and items
- > Corrosive substances, such as acids, alkalis, wet cell batteries
- > Strongly magnetic materials
- > Petrol-operated equipment and tools that contain minimal amounts of petrol (e.g. for test purposes)
- > Electro shock weapons, such as tasers
- > Self-balancing electronic devices which are powered by lithium batteries (lithium-powered personal devices) such as Hoverboards, Mini-Segways, Airwheels, Scooters, eBikes, eWheelchairs or other mobility aids with lithium batteries

### Rules for electronic lighters & safety matches

- > You are allowed to carry a cigarette lighter on your person if it is intended for personal use and is filled with (fully absorbed) liquid gas fuel. The carrying of safety matches is also only allowed on your person.
- > The carriage of all lighters, petrol and storm lighters, lighters filled with unabsorbed fuel, butane gas lighters and cigar lighters, lighter fuel or refills is forbidden in checked in baggage.

### Dangerous items in cabin baggage

- > Please also be aware that certain items are allowed in cabin baggage but not in checked in baggage. These items have to be removed if cabin baggage cannot be accommodated in the cabin. This concerns such items as safety matches and lighters; spare lithium metal or spare lithium ion batteries, and e-cigarettes.