

**WDL Aviation GmbH & Co. KG, Flughafen Köln/Bonn, Flugzeughalle 6, 51147 Köln, Germany**

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**§ 1 Extent of Validity**

1. The following General Terms and Conditions apply to all and every business-, contractual- and legal relationships between WDL Aviation GmbH & Co. KG and the persons employed in performing their obligation („WDL“) on the one hand and WDL's customers, users and clients („Client“) on the other hand. Every service by WDL including future services, planning, preparation and performance of flights in particular, shall be exclusively provided on the basis of these General Terms and Conditions, unless otherwise agreed and confirmed by WDL. Proof of other agreements rests with the client.
2. Additionally WDL's Terms of Transportation for passengers and baggage are applicable to the transport of passengers and baggage.

These General Terms and Conditions are issued in a German and an English version. The German version is legally binding and part of the parties' contractual relationships. This English version is for convenience of understanding only.

**§ 2 Offer and Conclusion of Contract**

1. The offers (charter offers) by WDL are subject to change without notice and not binding. The legally effective conclusion of this contract requires the written confirmation of the order (charter confirmation) by WDL.
2. Contracts are concluded subject to WDL receiving the necessary landing-, take off and traffic rights. In case WDL does not obtain these rights, WDL is entitled to withdraw from the contract. WDL is not liable for any damages, provided WDL has taken all necessary steps to obtain these rights, or if this was the client's obligation. The client insofar indemnifies and holds WDL harmless against possible claims of third parties.
3. In case of withdrawal from the contract pursuant to § 2 section 2 of these Terms and Conditions WDL is entitled to charge a cancellation fee pursuant to § 4, if obtaining the rights was the client's obligation.
4. All contractual obligations of WDL are subject to the provision that relevant mandatory legal provisions are not conflicting, the necessary permits are granted and the necessary decisions and requirements of the authorities are issued and can be fulfilled.

**§ 3 Prices/Invoices/Payment**

1. The agreed prices only cover the services stipulated in the order confirmation/charter confirmation from WDL. Possible additional costs due to late-, night- or holiday-handling or due to a necessary alternative landing or de-icing will be additionally invoiced to the client.
2. The agreed prices do not in any case cover costs for the transport of passengers, their baggage or freight from and to the airport, costs for endorsements, customs clearance, customs fees, airport tax, passenger tax, cost of security controls and security fees and similar passenger or freight dues.
3. Insofar as the price for passenger flights includes catering, WDL's standard catering is agreed upon, unless different catering is confirmed by WDL in writing.

4. Should fuel prices increase by more than 5% between the conclusion of the contract and the actual flight performance, this change shall be passed on to the client by WDL Aviation GmbH & Co. KG. The same is applicable to an increase of the dollar exchange rate.
5. Should there be a period of more than 3 months between the date of the order confirmation/charter confirmation from WDL and the date of the flight and an increase of the insurance premium of more than 10%, this increase shall be passed on to the client.
6. All prices are net prices plus legal VAT, provided WDL's services are subject to VAT.
7. The agreed prices must be paid by the client to WDL prior to the agreed departure time, unless WDL formally agrees to a different arrangement. WDL shall be discharged from any obligation to render services, if full payment is not effected by client until departure time. In case WDL agreed to a different arrangement, the invoices from WDL must be paid within 14 days after receipt without deduction.
8. Payment must generally be effected by wire transfer in EURO free of bank service charges and fees (no currency checks) to:  
  
National-Bank AG  
Bank Code: 360 200 30  
Account No.: 906 10 10  
SWIFT: NBAG DE 3E.  
IBAN: DE59 3602 0030 0009 0610 10  
  
Otherwise WDL shall be entitled to pass on bank service charges, fees and exchange losses to the client.
9. The client is only entitled to set off his claims against WDL, if his claims are undisputed or absolutely determined.
10. Should the client be in arrears with payments, he is obliged to pay late interest in the amount of 8%-points above the base interest rate of the ECB. This does not affect WDL's right to claim for further damages for delay.
11. The Client's payments shall be applied first to the costs, then to the interest and then to the respectively longest standing claim of WDL against the client.

#### **§ 4 Cancellation by the Client**

1. Should a client wholly or partly terminate/cancel a concluded contract without WDL being in default, the client shall pay the following cancellation fees:
  - 10% of the agreed flight price upon cancellation from the day of the written order.
  - 20% of the agreed flight price upon cancellation less than 60 days before departure.
  - 40% of the agreed flight price upon cancellation less than 30 days before departure.
  - 60% of the agreed flight price upon cancellation less than 07 days before departure.
  - 85% of the agreed flight price upon cancellation less than 48 hours before departure.

Any cancellation must be made in writing. Should a cancellation be received after the scheduled departure time, the client shall pay 90% of the agreed price.
2. The client is permitted to provide proof that the damage would not have occurred or be substantially lower than stipulated by the above cancellation fees.
3. Should WDL incur additional costs in case of termination/cancellation of parts of the contract/flight order without WDL being in default, i.e. ferry costs, standing and parking fees, the client must bear these costs in addition to the cancellation fee pursuant to § 4 section 1. In case of termination/cancellation of parts of the contract by the client, WDL is entitled to cancel the entire contract at its discretion. In this case the cancellation fee pursuant to § 4 section 1 shall be calculated according to the part of the contract terminated/cancelled by the client.

4. Should WDL during an existing business relationship waive once or several times the right to charge cancellation fees in case of termination/cancellation of a contract, this waiver only affects the concrete individual case. It cannot be construed as a waiver of the right to charge cancellation fees in future cases.
5. Should the client fail to pay the agreed price by departure time and no other terms of payment are agreed (§ 3 section 6), the client shall pay 90 % of the agreed price, if WDL does not perform the flight.
6. Notwithstanding the provisions of § 4 section 1, section 2, section 3, section 4 and section 5, the client must pay the agreed price in full, if the cancellation is made to award the contract and/or flight to one or several other companies or the cancelled flight or flights is/are performed by one or several other companies. This applies accordingly should payment not be made in time pursuant to § 3 section 6.

### **§ 5 Services rendered / Performance of flights**

1. WDL is entitled to deviate from the flight schedule, seating capacity, the max. baggage allowance per passenger or the max. payload due to circumstances WDL is not accountable for.
2. Times indicated in the flight schedule and the transport documents are approximate times. WDL does not guarantee to comply with these times and is entitled to deviate from the agreed times and flight schedule times, if forced by circumstances beyond WDL's control or for flight security reasons.
3. At any time the Captain of the aircraft is entitled to take any necessary safety measures. He is fully authorized to make decisions regarding passengers, loading, distribution, tie-down and unloading the transported baggage and freight. It is at his absolute discretion, if and how the flight is performed, if there are any deviations from the scheduled route and where the aircraft lands or stops over.
4. The entire transport capacity of the chartered aircraft shall be at the client's disposal. Capacity not used by the client may be used by WDL for employees and relatives, subject to prior agreement.
5. Client shall guarantee that the passengers, their baggage as well as freight will be at the check-in counter and/or the place of delivery of freight in time according to the local conditions, but at least 1 hour prior to the agreed departure time.
6. In case the aircraft cannot start at the scheduled time from the starting point or after a stop-over and this delay is caused by the client, his passengers, their baggage or his freight or employees and agents or by incomplete documentation or client's overbooking, WDL shall delay the departure for an appropriate time, provided that this delay does not have any substantial effects on WDL's flight-operation or would cause WDL substantial costs or is incompatible with any of WDL's subsequent flight assignments. Otherwise WDL has the right to perform the flight without any further delay or to refuse the performance of the flight and to cancel the contract and claim the rights as set forth in § 4. In the event of a cancellation the client indemnifies and holds WDL harmless against any possible claims of Third Parties.
7. When a flight confirmed by WDL according to § 2 section 1 cannot depart on time for technical or flight operational reasons, the client is entitled to cancel the contract not until six hours after the scheduled departure time. The same applies should the performance of a flight be interrupted due to technical or flight operational reasons.
8. Client undertakes to issue the travel and transport documents, in which WDL must be named as carrier, to the passengers, unless WDL resumed this formally and in writing.
9. The documents necessary for the performance of the flight will be issued by WDL. Client will supply no later than 48 hours before the scheduled departure time all necessary information and documents regarding passengers, baggage and freight to WDL, unless otherwise agreed in writing. At the same time WDL must have a final passenger list, where any special characteristics must be indicated, such as: „Transit passenger from ....., disability/handicap, diseases, assignment of special seats etc.“

10. Client is responsible for all damages due to missing valid documents (identity card, passport and endorsements) which are necessary for the performance of the booked flight. So far client indemnifies and holds WDL harmless against possible claims of Third Parties. Client will reimburse WDL all costs arising due to the fact that WDL has to transport a passenger back to the departure place or to another place by order of an authority because he is not allowed to enter a country (transit- or destination country). This applies accordingly to all penalties or other expenses WDL must pay or deposit.
11. Client is liable for all damages due to incorrect or incomplete travel documents or transport documents or not providing or issuing such documents. The same applies to incorrect or incomplete information and documents to be provided to WDL pursuant to § 5 section 9 or their non-delivery and also to any damages due to client's overbooking (does not affect § 5 section 6). Client will insofar indemnify and hold WDL harmless against claims of Third Parties.
12. Client guarantees that perishable, fragile and very sensitive objects (such as computer, electronic devices etc.), photo-equipment, money, jewellery, precious metals and other valuables as well as business documents, samples and live animals shall be transported as baggage or air freight only after consultation with WDL. WDL shall not be liable for objects contained in the baggage contrary to this requirement.

Important pharmaceuticals, valuables or fragile objects may not be contained in the baggage as a rule, but must be carried in the hand luggage or separately declared.
13. Client guarantees that containers under gas pressure (spray can, oxygen bottles etc.), explosives (pyrotechnic articles, ammunition etc.), highly inflammable materials and liquids (fuel, alcohol etc.), corrosive or oxidizing materials, poisons, tear gas, radioactive materials, mercury as well as magnetic materials are brought aboard the operated aircraft only with WDL's knowledge and formal approval.

Client guarantees that the freight to be transported is suitable for air transport and appropriately packed (pursuant to the IATA's rules for transportation of dangerous goods for air transport).
14. The passenger is not permitted to transport weapons of any kind, firearms, cut and thrust weapons and ammunition in particular. Objects which can be diverted from their intended use (such as toy pistols, razors, nail scissors, tail combs, syringes) are prohibited in the cabin.
15. Special baggage must be declared in any case. The entitlement to transport of special baggage is only given, if formally confirmed by WDL. Special (excess) baggage includes sporting equipment, such as bicycles, golf equipment, surf boards, skis, diving equipment, but also wheel chairs or big musical instruments. Available capacities and applicable safety rules are material to the transport of special baggage.
16. Client guarantees that freight and baggage to be transported do not contain objects suitable to harm the aircraft or people or their transport based on the laws and regulations or other provisions of any state to be flown over during the flight.
17. Client guarantees that the freight to be transported is suitable for air transport and appropriately packed.
18. Client guarantees that only bags, objects etc. are brought on board as hand luggage with a max. size of not more than 55 x 40 x 23 cm and a max. weight of 8 kg per passenger. Should size or weight be exceeded, WDL is not obligated to transport these objects. The Captain's right to determine a lower max. weight per seat due to security reasons pursuant to § 5 section 3 remains unaffected.
19. Deviations from the agreed flight route and schedule upon the client's request shall only be performed after WDL's written approval. In any case the client will bear any additional costs arising from this.
20. WDL is entitled to refuse transport, without thereby giving the client the right to cancel the contract, of:
  - a) persons who suffer from contagious diseases or who may represent a risk to the safety of the flight or who are guilty of a breach or the attempted breach of regulations from aviation authorities, the border police or customs provisions;
  - b) baggage or freight, which is apt to cause a risk to the safety of the flight;
  - c) children between 2 and 12 years of age. Before the age of 12 children may only travel when accompanied by an adult who's at least 18 or brothers and sisters who are at least 16. Transport of children aged 6 to 12 requires the prior arrangement with us.

- d) from the 28th week of pregnancy a woman must present a medical document of non-objection, not older than 7 days, prior to travelling. Otherwise transport may be refused. When a return flight is booked it must be considered that the traveller may need an additional document of non-objection for the return flight, especially if this is scheduled for more than 7 days later.

21. When transporting goods, WDL is only obliged to inform the recipient, if this was agreed formally.

## **§ 6 Liability, Impairment of Performance**

1. Client is liable towards WDL for all damages caused with intent by him, the passengers or their baggage, the loading or the transport of freight or caused by assigned Third Parties. In the event of the transport of dangerous goods - in particular those defined in § 5 section 13 - the Client is liable even if the transport is known to WDL or was approved by WDL.
2. WDL is not liable for impairment of performance due to force majeure/acts of God such as war or similar events, hostilities, uprising or civil war, arrest, seizure or obstruction by government bodies or other persons, quarantine measures as well as strike, lockout or walkout. In the event of a strike, lockout or walkout at WDL, WDL is entitled to an extraordinary termination of the contract without prior notice.
3. WDL's liability under § 5 section 7 and § 5 section 20 is limited to the waiver or reimbursement of the agreed price for the respective part of the route and/or the respective passenger, baggage or freight. This limitation does not apply in the case of intent on WDL's part.
4. In the case of injuries to life, body or health WDL is liable pursuant to the legal regulations. Otherwise WDL is liable towards the Client only for damages he caused by gross negligence or intent. Should the Client be a Registered Trader according to the German Commercial Code WDL's liability is limited to damages caused by its intent.
5. When WDL is not liable towards the Client, the Client indemnifies and holds WDL harmless against claims of Third Parties.
6. The exclusion or limitation of WDL's liability as well as the provision regarding the indemnity against claims of Third Parties correspondingly applies in favour of WDL's staff and the persons employed by WDL too.
7. The carrier's no-fault liability pursuant to § 44 to § 49c Air Traffic Act remains unaffected up to the legal minimum sum of liability.

## **§ 7 Extraordinary Termination**

1. The right of extraordinary termination for important reasons remains unaffected.
2. WDL may terminate executed contracts extraordinarily and without notice, should
  - a) the Client breach material obligations of the contract, in particular if he does not effect complete and timely payment of the agreed price pursuant to the agreed terms;
  - b) an application be made for insolvency proceedings pertaining to the Client's assets or should the right of free disposal of his assets be taken away from the Client partly or completely or should the Client be in financial difficulties or stop payments.
3. In cases of a justified extraordinary termination by WDL, particularly the ones defined in § 7 section 2, Client must pay the cancellation fees pursuant to § 4.

## **§ 8 Miscellaneous**

1. WDL is entitled to transfer the fulfilment of its obligations pursuant to the contract concluded with the Client to Third Parties partly or completely.
2. These General Terms and Conditions as well as the entire legal relationship between WDL and Client are governed by German Law and the respective, current version of the General Terms and Conditions for passengers and baggage of WDL and, if applicable, the Montreal Convention regarding the standardization of the provisions for international air transport in the respectively applicable version.
3. Client guarantees that each passenger is able to take note of WDL's General Terms and Conditions of Transport of Passengers and Baggage. They are an essential part of the contractual relationships between WDL and the Client.
4. Should individual provisions of this agreement be or become invalid or impractical, the remaining contents of this agreement shall not be affected. The invalid or impractical provision or gaps shall be replaced by the provision, which comes closest to what the contracting parties intended, had they considered this point upon concluding the contract.
5. Should the Client be a Trader, legal entity under public law or public special property or have no place of general jurisdiction in Germany, Cologne shall be, at WDL's discretion the Client's domicile too and the exclusive place of jurisdiction for both parties with regard to any disputes arising from the contractual relationship.
6. These General Terms and Conditions are issued in a German and an English version. The German version is legally binding and part of the parties' contractual relationships. The English version is for convenience of understanding only.
7. All references made to paragraphs and sections refer to the corresponding provisions in these General Terms and Conditions.