



GENERAL TERMS AND CONDITIONS

1. Applicability, Conclusion of the Contract

- 1.1. These general terms and conditions (GTC) - in addition to the offer and/or the standard service agreement - constitute the complete and exclusive agreement between Axturis Flight Service (hereinafter "AFS") and the client regarding the services that AFS shall provide to the client or for which AFS shall arrange the provision to the client ("Services") and shall apply to all future business relationships, even if they are not explicitly mentioned. By requesting and utilizing services from AFS, the customer agrees to these terms and conditions.
- 1.2. Deviations from these GTC and supplementary agreements with the customer are only effective if they have been confirmed in writing by AFS.
- 1.3. The customer's terms and conditions are not accepted unless they have been expressly confirmed in writing by AFS. A separate rejection of the customer's terms and conditions by AFS is not required.
- 1.4. Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the purpose of the invalid provision
- 1.5. Offers from AFS are subject to change and non-binding, unless otherwise stated.

2. Scope of services; customer's obligations to cooperate

- 2.1. The scope of services is defined in the specifications of the AFS offer or the AFS service offer valid at the time of the order. Changes to the scope of services must be confirmed in writing by AFS. AFS has a free hand in the execution of the order within the scope of the customer's specifications.
- 2.2. The customer shall provide AFS in good time with all information and documents necessary for the provision of services and shall inform AFS of all relevant circumstances. The customer shall bear the costs arising from incorrect, incomplete or subsequently changed information.
- 2.3. AFS reserves the right to refuse orders at short notice if proper service provision can no longer be guaranteed. In this case, AFS will expressly point this out to the customer. If the customer is aware of these circumstances and nevertheless commissions AFS, AFS shall not be liable for improper performance.
- 2.4. The customer is obliged to take out insurance for his flight operations, including but not limited to fuselage and liability insurance. The customer grants AFS the right to use these insurances to fulfill its indemnification obligations and waives subrogation rights.
- 2.5. The customer must always maintain insurance for the flight area, including appropriate war insurance and liability insurance for personal injury and property damage.
- 2.6. The customer must check the documents provided by AFS for the execution of the flight, in particular weight & balance calculations, flight planning and aeronautical information services (NOTAMs, weather reports) as well as airport data. Regardless of the results, the customer remains legally obliged to check these parameters.

3. External services; commissioning of third parties

- 3.1. AFS may provide the requested services directly or via providers. AFS is not liable for the misconduct or negligence of third parties engaged by AFS.
- 3.2. AFS has developed a worldwide network of international service providers to coordinate the needs of AFS clients and to provide certain services.
- 3.3. Providers and third-party providers may be independent or affiliated with AFS, e.g. as joint ventures or subsidiaries. All vendors and third-party providers act as independent contractors and AFS is not liable for their acts or omissions, except for gross negligence in the selection of these vendors.

4. Fees

- 4.1. Cost estimates from AFS are non-binding, unless the offer is explicitly binding.
- 4.2. Prices and fees for flight service consultations are based on the current price list of AFS or the offer submitted to the customer. Fees for third parties and expenses are not included in the prices, e.g:
 - Fees for landings or takeoffs, permits and clearances,
 - fees for communication with airports, customs or fees charged by authorities,
 - expenses for parking permits, stopovers or handling of flights as well as fees incurred for delayed/canceled flights and hotel cancellation fees
- 4.3. Prices for services not listed in the current price list are determined by AFS at its discretion.
- 4.4. All cash expenses incurred by AFS will be reimbursed by the customer.
- 4.5. The prices in the AFS price lists are subject to change and are binding in their current version. Unless otherwise stated, prices are exclusive of VAT. Printing errors are reserved.

5. Payment

- 5.1. AFS shall invoice the customer for its services, which shall be paid in full immediately upon receipt.
- 5.2. Invoices will be issued monthly, but AFS may, at its discretion, issue separate invoices for each service provided.
- 5.3. Unless objected to in writing within 10 working days of receipt, all invoices are deemed to be correct and accepted. Complaints may be made by letter or e-mail.
- 5.4. In the event of late payment, AFS is entitled to charge the statutory default interest. The customer shall reimburse AFS for all necessary reminder and collection costs.
- 5.5. In the event of late payment or delay of more than 14 days, AFS reserves the right to suspend services until payment has been received.
- 5.6. The client shall reimburse AFS for all cash and credit advances plus an administration fee of 7%.
- 5.7. The customer is not entitled to set off claims of AFS against his own claims, unless these have been recognized by AFS in writing or established by a court of law.
- 5.8. AFS has no control over invoicing by third parties, unless AFS is the contractual partner. All services incurred by the customer are the sole responsibility of the customer regardless of the timing of the third party payment request.



5.9. AFS is not liable for losses due to expenses caused by the customer or the crew that are deemed unreasonable after receipt of the invoice.

5.10. The customer bears the costs of bank transfers, unless otherwise agreed.

6. Liability

6.1. In the event of slight negligence, AFS shall not be liable for property damage or financial loss suffered by the customer. The injured customer must prove gross negligence.

6.2. AFS is not liable for claims against the customer based on the services provided by AFS, provided that AFS has fulfilled its duty to provide information or could not recognize this due to slight negligence.

6.3 AFS is not liable for unfulfilled services if these were delayed, hindered or prevented by circumstances beyond the control of AFS.

6.4. AFS and its employees are not liable for errors or omissions that are not due to gross negligence or willful misconduct. The liability of AFS is limited to the insured value of AFS.

7. Data Protection

7.1. The customer agrees that AFS may electronically store and process the data provided by the customer in order to fulfill the contract.

7.2. The security of data transmitted via the Internet cannot be guaranteed. The customer assumes the risk and acknowledges that AFS is not responsible for the interception or use of confidential information by third parties.

7.3. AFS is entitled to refer to its business relationship with the customer in advertising media; the customer may revoke this consent at any time.

7.4. Our privacy policy can be found at www.axturisflightservice.com/privacypolicy.

8. Applicable Law

8.1. This agreement is subject to Austrian law, the UN Convention on Contracts for the International Sale of Goods is excluded.

9. Place of performance and jurisdiction

9.1. The place of performance is the registered office of AFS.

9.2. The place of jurisdiction for all disputes arising is the court responsible for the registered office of AFS. However, AFS is entitled to sue the customer at his general place of jurisdiction.