

# General Terms and Conditions of Vienna Airport FBO GmbH, Company Number 166246f, LG (Regional Court) Korneuburg, for Brokerage and Travel Agency Services for Private Jet Charters

## 1. General provisions

(1) The following General Terms and Conditions of Vienna Airport FBO GmbH (hereinafter "VAF") apply to the brokerage of passenger transports provided by external air transport operators (VAF exclusively acts as a "broker") as well as to the brokerage and procurement of specific accommodations, transport services on the ground, catering, and related services for travellers. These General Terms and Conditions are an integral part of the contract between VAF and the traveller, and shall also apply to its conclusion. Any other terms and conditions of contractual partners or third parties shall not apply, even if VAF does not separately object to their validity in the individual case. The contractual partner expressly recognises and agrees to these General Terms and Conditions before concluding the contract.

(2) VAF reserves the right to change or modify these General Terms and Conditions at any time.

(3) A traveller is any person who intends to conclude a contract on travel services or who is entitled to use travel services on the basis of such a contract

## 2. Performance description of VAF

(1) VAF prepares non-binding travel proposals for the traveller in accordance with the information supplied by the traveller. The travel proposals are based on the information of the traveller, which is why incorrect and/or incomplete information supplied by the traveller – in the absence of clarification from the traveller – may form the basis of the travel proposals. When compiling travel proposals, it is possible, for example, to use price, expertise, discounts and other factors as parameters.

(2) If the traveller has a concrete interest in one of the travel proposals submitted by VAF, VAF shall prepare a corresponding travel offer. A contract between the tour operator and the traveller is concluded when the travel offer is accepted by the traveller.

(3) Special requests by travellers which are akin to customer preferences are fundamentally non-binding and do not result in a legal claim, provided these requests have not been confirmed by the tour operator, and can only become an integral part of the contract upon confirmation.

## 3. Obligation of the traveller to provide information and cooperation

(1) The traveller shall provide VAF with all personal and factual information in a timely, complete and truthful manner. The traveller must notify VAF of any issues relating to its person or its fellow travellers, which may be relevant for the preparation of travel suggestions/offers or for the execution of the trip.

(2) The traveller, who is making a booking for themselves or a third party, is considered to be the client and assumes the obligations arising from the contract with VAF (e.g. payment of the fee, etc.).

(3) The traveller shall check all contractual documents for factual correctness of their details/data and for any deviations as well as for incompleteness and, in the event of inaccuracies/deviations/incompleteness, to inform VAF immediately for correction.

(4) The traveller shall immediately and comprehensively report any perceived deviation from the agreed travel services, in acknowledgement of the respective circumstances, so that the tour operator

is able to remedy the deviation, insofar as this is possible or feasible, depending on the individual case. If a breach of contract occurs during the business hours of VAF, the traveller shall notify VAF as well as the tour operator of the violation of contract. The traveller is advised to do this in writing. Outside normal business hours of VAF, the traveller shall immediately notify the tour operator of any violation of contract. In accordance with Article 1304 Austrian Civil Code (ABGB), failure to report a deviation may be considered as contributory negligence in relation to claims for damages. Reporting a deviation does not immediately guarantee services from VAF or the tour operator.

(5) The traveller shall pay the price of the tour agreed within the framework of the travel contract in accordance with the terms of payment. If payment is not made, the traveller shall indemnify and hold harmless VAF for any loss or damage arising to VAF.

## 4. Changes prior to commencement of travel / traveller complaints

(1) VAF shall inform the traveller clearly, comprehensively and explicitly of any changes to the provided services under the contract between the traveller and the tour operator.

(2) The traveller shall be informed that any warranty claims against the tour operator must be enforced within certain periods, and that these periods are in principle not observed by enforcing a claim against VAF. VAF is under no obligation to forward and/or accept corresponding statements or documents.

(3) With regard to any claims of the traveller against the tour operator, VAF is under no obligation to consult the traveller on manner, scope, extent, conditions of entitlement, applicable deadlines or other legally relevant provisions.

## 5. Liability and withdrawal from contract

(1) VAF shall not be liable for the provision of services arranged by VAF or for the provision of services not arranged or confirmed by VAF.

(2) VAF shall only be liable for violations of its contractual obligations in the event of wilful intent and gross negligence by VAF, its employees or agents. Otherwise, the assertion of liability claims shall be excluded. VAF shall not be liable in any way for the actions of third parties. Under no circumstances shall VAF be held liable for the loss of orders, loss of profit, expected but not occurring savings, loss of data, claims of third parties, or any consequential damage whatsoever.

(3) Any damage or possible claims by the contractual partner shall be reported to VAF in writing without delay and no longer than two weeks after the event giving rise to the damage. If the contractual partner fails to notify VAF without delay, the contractual partner shall not be able to assert any claims for damages anymore.

(4) VAF shall not be liable for delays or impossibility of performance caused directly or indirectly by force majeure, such as natural events of particular intensity, war, riots, strike, terrorism, unforeseeable official requirements and any other circumstances resulting in the delay or impossibility of performance without fault on the side of VAF.

(5) VAF shall not be liable for any delays in performance resulting from changes to the flight schedule due to altered legal provisions by involved aviation authorities. VAF shall not be liable in particular in the event that the airway slot or airport slot are changed by the competent authority; this may happen, for example, in case of flight route or airport congestion.

(6) VAF shall also not be liable for any delays in or impossibility of performance due to a technical defect of the relevant aircraft or sudden insolvency by the tour operator. In this event, VAF shall endeavour to find replacement but shall not be liable for any damage or consequential costs arising from their failure to find a suitable replacement to perform the transport at the contractual conditions. In this event, VAF shall be entitled to unilaterally withdraw from the contract without causing any claims or liabilities for VAF; any compensation payments in such case shall be explicitly excluded. The traveller shall be refunded in full for the transportation fee for the travel services that are performed.

(7) With regard to withdrawal from the contract by the traveller, the cancellation conditions of the tour operator shall apply. VAF shall inform the traveller of these cancellation conditions before conclusion of the contract.

## 6. Payment, fee

(1) VAF shall receive appropriate payment of its services. The costs for the services of VAF shall be payable within 14 (fourteen) days after receipt of the invoice; in any event, such payment shall be received at least 8 (eight) days prior to planned departure on the account of VAF. If the booking process takes place at such short notice that this organisational procedure cannot be observed, payment shall be made via credit card.

(2) Business clients: if payment is not made in due time, the contractual partner shall pay the statutory interest for late payment (pursuant to Article 456 Austrian Commercial Code; UGB) at a rate of 9.2 percentage points above the base interest rate of the Austrian National Bank (Oesterreichische Nationalbank). The contractual partner shall also compensate VAF for all pre-litigation reminder and collection costs as well as VAT incurring due to the late payment.

(3) Private clients: if payment is not made in due time, the contractual partner shall pay the statutory interest rate of 4 percentage points for late payment (pursuant to Article 1000 para. 1 Austrian Civil Code; ABGB) unless otherwise agreed. The contractual partner shall also compensate VAF for all pre-litigation reminder and collection costs as well as VAT incurring due to the late payment.

## 7. Data protection

VAF processes personal data exclusively for the purpose of contract performance. This includes storing and processing data in accordance with official regulations. VAF reserves the right to contact the travel company of the contractual partner for the purpose of contract performance.

## 8. Termination

The contract shall end upon performance of the contractual services.

## 9. Place of jurisdiction

(1) The contractual parties agree that the sole place of jurisdiction for any disputes arising from or in connection with these General Terms and Conditions as well as the contract concluded between the contractual parties shall be the competent court with material jurisdiction for 1010 Vienna (Innere Stadt), Austria.

(2) These General Terms and Conditions as well as the contract concluded between the contractual parties shall be subject to Austrian law under exclusion of the UN Sales Convention.

## 10. Closing provisions

(1) There shall be no verbal subsidiary agreements. Any subsidiary agreements shall be made in writing.

(2) If one or several provisions of these General Terms and Conditions or the contract concluded with VAF are or become invalid, the validity of the remaining provisions shall remain unaffected. The entirely or partially invalid provision shall be replaced by an admissible one that most closely corresponds to the economic purpose of the original regulation as well as the original intention of the contractual parties; the same shall apply in case of loopholes.

(3) These General Terms and Conditions are originally written in German, which is binding for all matters in connection with them. All versions of these General Terms and Conditions in other languages are intended merely for ease of understanding and have no legal validity. Specifically, the German version of these General Terms and Conditions shall have priority over any other language version.