

General Terms and Conditions of Carriage of Aero-Dienst GmbH for Executive Transports as of 15th February 2023

1. Area of application

The General Terms and Conditions of Executive Carriage below shall be applicable to any and all executive carriage agreements concluded between Aero-Dienst GmbH (hereinafter “ADN”) and customers. With the present General Terms and Conditions any General Terms and Conditions of the customer (hereinafter “Customer”) shall be rejected. ADN shall not be deemed to have accepted such terms even upon ADN’s failure to repeat this express rejection after receipt of a copy of any such terms.

2. Contract conclusion and payment

Upon the Customer’s request, ADN may submit an offer. The Customer may agree to the offer in writing, by telephone or e-mail. Acceptance of the offer shall establish a transport service order. Unless agreed otherwise, the flight fees must be credited to the ADN account 7 days before any flight departs.

3. Services

- 3.1 The times indicated in the transport service order, the flight schedule or elsewhere shall be binding for ADN. ADN shall not be liable for delays and other interruptions in flight operations unless such delays and interruptions are the fault of ADN (as set out in Clause 8). The Customer shall ensure that the passengers are at the airport early enough to be checked in for the agreed departure time. ADN shall not be liable for delays in the passengers’ arrival.
- 3.2 If the aircraft specified in the service offer happens not to be available, ADN shall be free to substitute an aircraft of the same specification from its own fleet. If unavailability is due to Force Majeure, ADN shall be free to substitute another aircraft from its own fleet. Should no aircraft from ADN’s fleet be available, ADN shall endeavour to provide a substitute aircraft.
- 3.3 The charter fee shall include the costs for the crew, crew accommodation, landing/handling fees, air traffic control fees, business class catering, open-bar beverages, passenger fees and air safety fees;
- 3.4 The charter fee shall not include fees for upgraded catering, extended airport opening hours, obtaining additional flight rights and special services (e.g. use of satellite phone/internet, VIP attendance/terminals) as well as de-icing the aircraft on the ground, if necessary. Such fees shall be charged as incurred and be billed separately.
- 3.5 The carriage of children up to full 12 years of age not accompanied by adults must be arranged with ADN beforehand.

3.6 ADN may refuse the carriage or continued carriage of any passengers if

- a) the measure is necessary for reasons of safety and order;
- b) the measure seems necessary for the avoidance of a breach of national laws in the countries of origin, transit and layover/destination;
- c) the passenger's behaviour, condition and mental or physical constitution is such that the passenger needs special attention and support from ADN, to the extent that the flight captain is not in a position to provide such support, or provide it without unreasonable effort and expense, if the passenger has created considerable or repeated inconvenience or if other passengers cannot reasonably be expected to tolerate the passenger's presence or the passenger poses a threat to themselves or other persons or objects.

4. Luggage

4.1 Unless agreed otherwise, each passenger shall be allowed a maximum of 20kg of luggage.

4.2 The passenger may not carry as luggage:

- a) Objects that may endanger the aircraft or persons or objects on board including without limitation explosives, compressed gases, oxidising, radioactive or magnetising materials, flammable materials, toxic or aggressive materials as well as liquids of any type or nature (except for liquids in the Patient's carry-on luggage for consumption during the trip);
- b) Objects whose transportation is prohibited under the laws of the countries of origin, transit and layover/destination;
- c) Objects the flight captain deems unsuitable for transport due to their weight, size or nature.
- d) Live animals, dogs, cats, pet birds and other pets shall be allowed upon prior announcement and registration.

4.3 If the passenger carries upon their person or in their luggage weapons of any type, including without limitation firearms, cut and/or thrust weapons, spraying devices suitable to be used for attack or defence purposes, ammunition and potentially explosive materials or objects whose shape or marking seem to suggest weapons, ammunition or potentially explosive materials such items must be declared to ADN prior to departure. ADN may allow the transportation of such objects only if they are carried according to the requirements for the transport of dangerous goods as freight or check-in luggage. The latter does not apply to law enforcement officers and security personnel required to carry weapons in the course of their duty. They must hand over their weapons to the flight captain on duty prior to departure.

5. Administrative formalities

5.1 The Customer's passenger must comply with any mandatory requirements in the countries of origin, transit and layover/destination. The same shall apply to relevant ADN rules and instructions. ADN shall not be liable for the consequences resulting from the passenger's failure to procure the necessary documents or non-compliance of the relevant requirements or instructions.

5.2 The passenger must be able to produce the entry and exit documents, medical certificates and any other documentation the relevant countries may lawfully require. ADN shall have the right to exclude from transportation any passenger not complying with the relevant regulations or whose documentation is incomplete. ADN shall not be liable in relation to the Customer for losses or expenses resulting from the Customer's passenger's failure to comply with the relevant requirements.

5.3 Any other provisions notwithstanding, the Customer is under obligation to pay the applicable flight fees if ADN is obligated to take the passenger to another destination because a transit or destination country denies the passenger entry. For payment of such flight fees, ADN may use monies paid by the Customer for unused transport capacities or Customer monies in the possession of ADN. ADN shall not reimburse the transport cost incurred up to arrival at the place of denied entry or expulsion.

5.4 Should ADN be obligated to pay fines or make security deposits or make any other expenses due to the Customer's passenger's failure to comply with the relevant entry or exit regulations in the respective country or failure to produce the documentation required on the basis of such regulations in a timely manner, the Customer shall be under obligation, upon ADN's request, to reimburse such sums paid or deposited.

5.5 Any passenger shall be obliged, when requested, to attend the inspection of check-in or carry-on luggage by customs or other officers. ADN shall not be liable for any damage or loss incurred due to non-compliance with the above provision.

5.6 Also, ADN shall not be liable for refusing transportation if there was good reason for ADN to believe that a passenger could not be transported due to non-compliance with requirements relevant in ADN's view. This does not apply to intent or gross negligence on the part of ADN.

5.7 The Customer shall ensure the passengers' compliance with the provisions of the present General Terms and Conditions of Executive Carriage.

6. Force Majeure

6.1 A party affected by a Force Majeure event shall be released from its contractual obligations for as long as such Force Majeure event continues and to the extent of its impact. Force Majeure shall mean any event that is beyond the respective party's control and that the party cannot avoid even by exercising the utmost care that can be reasonably expected from the party and that prevents the party from performing its obligations in full or in part, including, without limitation, fire damage, floods, strikes and legitimate lockouts as well as disruptions to business operations that are not self-inflicted and government/administrative orders. Supply problems and other defaults in performance, also on the part of partners in the business partner's upstream supply chain, such as suppliers, shall be deemed Force Majeure events only if an event as defined in Clause 6.1 prevents such partner from providing their contractual services.

6.2 The affected party shall notify the other party without delay if a Force Majeure event occurs or ceases to exist and use their best endeavours to remedy the Force Majeure event and to limit its impact to the greatest extent possible.

6.3 If a Force Majeure event occurs, the parties shall liaise regarding the next steps and determine whether or not any services outstanding while the Force Majeure event exists will be provided afterwards. Notwithstanding the above, ADN may rescind the relevant service agreements (e.g. service orders) if the Force Majeure event considerably impairs or prevents the delivery or service provision and if such disturbance is not only temporary. In the case of temporary disturbance, the deadlines for the delivery or performance shall be extended or the dates of delivery or performance shall be postponed for a period that equals the duration of the disturbance plus an adequate lead time. Where accepting the delivery or service is unreasonable for the Customer as a result of the delay, they may rescind the agreement by giving ADN written notice without delay. This shall not affect either party's right to terminate the agreement for good cause if the Force Majeure event continues for a longer period of time.

7. Taxes

All taxes and other dues imposed by federal, local and other authorities and by airport operators relative to the Customer's patient or for the services received by the passenger shall be payable in addition to the flight fees unless they are contained in the flight fees.

8. Rescission

8.1 The Customer may rescind a contract at any time prior to the start of the event. Such rescission shall take effect upon receipt of the notice on ADN premises. The notice must be received in writing by 4:00 p.m. of a working day, otherwise the rescission will be assigned to the following working day.

8.2 In the case of the Customer's rescission of a contract, ADN shall be entitled to lump sum rescission or cancellation fees calculated in line with the percentages of the offered price below:

prior to the booking	4 weeks before departure or earlier:	10%
4 weeks	to 2 weeks before departure:	25%
2 weeks	to 1 week before departure:	40%
1 week	to 2 days before departure:	60%
	to 24 hours before departure:	80%
	later:	100%

The Customer shall be free to prove that damage or loss was not material or in any case significantly below the lump sums indicated above.

9. Liability

9.1 ADN shall not be liable for any damage except where such damage results from the intentional or grossly negligent breach of duty by ADN or by any of ADN's legal representatives or employees, servants or agents. Such limitation of liability shall not apply to damage in respect of personal injury (life, limb and health) and in the event of material breach. Material obligations are obligations central to the performance of the agreement, compliance with which the Customer can rely on. In the event of material breach by ADN and/or any of their legal representatives or employees, servants or agents, the liability for damage to property or financial loss shall be limited to the extent of the foreseeable damage as is typical for this type of loss. Any liability for loss of profit, saved expenditure and other indirect or consequential damage shall be excluded.

9.2 By way of derogation from 9.1, ADN shall not be liable for the cancellation or delay of flights for which ADN is not directly responsible. This shall not affect the applicable provisions of the Warsaw and Montreal conventions. This waiver of liability includes, without limitation cases of Force Majeure and circumstances beyond the control of ADN, such as obstructions by the authorities or other third parties, requirements of agencies and authorities (e.g. landing and overflight rights) or other mandatory requirements, embargos, blockades, strikes, lockouts, war (including undeclared war) or war-like incidents, inner unrest, natural disaster, weather conditions and security risks. ADN shall not be liable for the actions of other airlines, handling services providers or their employees or for any objects left on-board by passengers.

9.3 The Customer shall be liable without limitation for damage to the aircraft or cabin caused by passengers. The same shall apply to additional flight or security personnel hired by the Customer. The Customer's liability shall be independent of any liability agreements between the Customer and passengers or flight and security personnel hired by the Customer.

10. Confidentiality

10.1 The parties (hereafter "Recipient") shall treat all information

- a) which the other party (hereafter "Disclosing Party") has expressly classified as confidential by written communication, or
- b) which is proprietary as defined in Section 23 of the German Act on the Protection of Trade Secrets (GeschGehG) including, without limitation, know-how, or
- c) which is protected by industrial and other property rights, e.g. draft material for software (cf. Section 69 a (1) of the German Copyright Act (UrhG)), or
- d) which is governed by the bank secrecy or a similar confidentiality requirement or is of similar nature as information protected by the bank secrecy requirement, or
- e) whose nature suggests that ADN has an interest in keeping such information confidential

and which the Recipient becomes aware of in the framework of the business relationship with the Disclosing Party, including, without limitation, the content and terms of conditions of agreements, and shall treat such information as a trade secret (within the meaning of Section 23, GeschGehG)

and/or confidentially and not disclose such information to third parties for a period of three years after the termination of the agreement.

10.2 The Recipient shall use the information obtained exclusively for the purpose of performing the service order and/or agreement and make it available exclusively to staff, contractors and/or subcontractors who require such information for the performance of the agreement on a need-to-know basis.

10.3 The recipient undertakes to ensure that their staff, contractors and/or subcontractors and the staff of such contractors and/or subcontractors who have access to the information comply with the above confidentiality requirements, and shall take reasonable steps to enforce such compliance.

10.4 At the Disclosing Party's request, the Recipient – as instructed by the Disclosing Party – shall destroy without delay all information which the Recipient obtained in whatever form (digital or analogue) from the Disclosing Party or from third parties on behalf of the Disclosing Party in the framework of the cooperation or recorded in writing or saved and which is subject to the confidentiality requirement under Clause 10.1 above and confirm – at the Disclosing Party's request – such destruction to the Disclosing Party in writing, or return such information to the Disclosing Party. This shall also apply to any copies in whatever form. The Recipient shall have no right of retention, for whatever legal reason. This shall not affect the Recipient's legal record-keeping requirement. This shall also apply to the replacement of IT system components which shall be modified in a manner to ensure that any information still contained on such components is not readable. Where agreed with the Disclosing Party, the Recipient shall destroy such components under supervision in compliance with the relevant data protection requirements.

10.5 The Customer acknowledges that their information related to the respective contractual relationship will be exchanged within ADN and ADAC SE (public limited company under European law) and the companies affiliated with ADAC SE pursuant to sections 15ff of the German Stock Corporation Act (AktG).

10.6 The confidentiality requirement hereunder shall not apply to information

- a) which the Recipient legally obtained from any other source authorised to disclose such information;
- b) which was in the public domain at the time the agreement was concluded or became public subsequently without any breach of the Recipient's obligations;
- c) which has to be disclosed and made public as required by law or following a court order or requirement of any governmental agency or authority. To the extent this is permitted and possible, the Recipient shall inform the Disclosing Party before any such disclosure to allow action to be taken against such disclosure. The Recipient shall in any case inform the Disclosing Party after any such disclosure.

The Recipient shall be under obligation to provide proof for the exclusion from confidentiality as set forth above.

11. Compliance

11.1 In connection with their contractual relations, the contracting parties are required to comply with the relevant legal provisions as amended from time to time. This includes without limitation anti-corruption and anti-money laundering laws, as well as anti-trust, labour and environmental protection laws.

11.2 Each of the parties shall undertake reasonable efforts to ensure the compliance with the respective obligations of the parties under the present Clause 11 by any third parties contracted in the performance of an agreement.

12. Final provisions

12.1 With a view to any disputes arising in connection with the contractual relationship, the parties submit to the jurisdiction of the courts in Nuremberg/Germany. ADN shall also have the right to bring legal action at the court of jurisdiction at the Customer's seat of business.

12.2 The contractual relation shall be governed by German law.

12.3 The invalidity or unenforceability of any provision hereunder shall not have the effect of absolving the Customer from complying with the remainder of the contract. The remaining provisions shall not be invalidated or rendered unenforceable thereby.