General Terms and Conditions (GTC)

AIR LLOYD Flight Services GmbH
Richthofenstraße 124 · 53757 Sankt Augustin
Local Court of Siegburg · HRB 6245

§ 1 Scope, Contracting Parties & Form

1. These General Terms and Conditions (GTC) apply to all contracts, transportation services and other services provided by AIR LLOYD Flight Services GmbH (hereinafter referred to as "AIR LLOYD" or the "Air Carrier").

2. Any terms and conditions of the customer that deviate from these GTC shall apply only if AIR LLOYD has expressly agreed to them in text form or in writing.

3. Where these GTC require agreements to be made in writing or in text form, transmission in text form within the meaning of Section 126b of the German Civil Code (BGB), e.g. by email, shall be sufficient to satisfy the formal requirement.

§ 2 Offers, Conclusion of Contract, Additional Costs & Commercial Flights

1. Offers made by AIR LLOYD are subject to change and non-binding unless expressly designated as binding. A contract shall only be concluded upon AIR LLOYD issuing an order confirmation in writing or in text form, or upon performance of the service.

2. For individually commissioned flights and commercial flights, offers are based on the performance data of the respective helicopter under standard conditions. If relevant operating factors change (e.g. airfield elevation, outside temperature or payload requirements), AIR LLOYD reserves the right to adjust the scope of performance as required for operational and flight-safety reasons.

3. Unless otherwise stated in individual commercial offers, any additional variable costs incurred (in particular authority and landing fees, parking costs, approach fees and crew expenses) shall be charged separately based on the actual costs incurred.

§ 3 Vouchers & Price Guarantee

1. Vouchers are generally transferable to third parties. Personalised promotional or prize-draw vouchers may only be transferred in accordance with the applicable promotional terms and conditions.

2. Vouchers issued for a specific flight service (e.g. a 30-minute sightseeing flight) are subject to a 12-month price guarantee from the date of issue. If such a voucher is redeemed after the 12-month period has expired, the customer shall be required to pay any difference between the original purchase price of the voucher and the applicable selling price of the flight service at the time the booking is made. The

statutory three-year period for redeeming the monetary value of the voucher shall remain unaffected.

§ 4 Consumers' Right of Withdrawal

For distance contracts, consumers have a statutory right of withdrawal subject to the following provisions:

- Contracts for flights booked for a specific date or time: Pursuant to Section 312g (2) No. 9 of the German Civil Code (BGB), there is no right of withdrawal for contracts for the provision of services relating to leisure activities where the contract provides for a specific date or period of performance.
- Purchase of vouchers only: Consumers have the right to withdraw from the purchase of a voucher within 14 days of conclusion of the contract without giving any reason. A clear declaration in text form (e.g. by email) is sufficient to exercise this right. In the event of a timely withdrawal, all amounts paid shall be refunded without undue delay.

§ 5 Scope of Services, Minimum Number of Participants, Block Time & Seat Allocation

1. Minimum number of participants for individual tickets/shared flights: Sightseeing flights booked using individual tickets shall only be operated when the helicopter is fully occupied, i.e. when all available passenger seats are booked. AIR LLOYD reserves the right to combine or postpone flight dates until the required minimum number of participants has been reached. Passengers booked together shall only be entitled to travel together on the same flight if an exclusive or charter flight has been booked.
2. Flight time & block time: The flight time stated in the offer, voucher or ticket shall, in accordance with standard aviation practice, be understood as block time (the total experience/operating time from starting the engines/rotors, through the flight, until the rotors have come to a complete stop after the flight, including the safety briefing and passenger boarding and disembarkation). This expressly refers to the total operating time of the helicopter and not solely to the actual minutes spent airborne.
3. Seat allocation: Seats in the helicopter shall be allocated exclusively by the pilot in command/operator, taking into account weight, balance and flight-safety requirements ("Weight & Balance"). Passengers shall have no entitlement to a particular seat.

§ 6 Binding Flight Dates, Rebooking, Punctuality & No-Shows

1. Binding flight dates & rebooking: Confirmed flight dates are binding on both parties.
    - Rebooking to another date is possible up to 14 days before the agreed flight date, subject to an administration fee. The customer shall remain entitled to demonstrate that AIR LLOYD incurred no costs or substantially lower costs as a result of the rebooking.

- From the 13th day before the scheduled flight date onwards, rebooking by the customer shall no longer be permitted.

2. Punctuality: Passengers must arrive at the specified meeting point at least 30 minutes before the agreed flight time in order to avoid delaying the safety briefing and flight preparations.

3. No-show: If a passenger fails to arrive or arrives too late for the scheduled flight and the flight can therefore no longer be performed, the passenger's entitlement to transportation and the corresponding voucher or ticket shall expire without compensation, provided that the passenger is responsible for the late arrival or failure to appear.

§ 7 Flight Cancellations, Changes to Services & Force Majeure

1. If a flight cannot take place due to adverse weather conditions, flight-safety considerations, official orders, unforeseeable technical defects despite proper maintenance, or failure to reach the required minimum number of participants, AIR LLOYD shall be released from its obligation to provide the service on that date.

2. In the cases referred to in paragraph 1, the parties shall arrange an alternative date as soon as reasonably possible.

3. Rejection of alternative dates / cancellation and refund: If, following a cancellation, AIR LLOYD offers the customer at least three reasonable and suitable alternative dates and the customer rejects all such dates without good cause, AIR LLOYD shall be entitled to cancel and reverse the contract. In this case, the amount paid/value of the voucher shall be refunded to the customer, less an administration fee of 10%.

4. If, despite several attempts, no alternative date can be arranged within a period of 12 months from the first cancellation, and the customer is not responsible for this, the flight price shall be refunded in full. Any further claims (e.g. reimbursement of travel or accommodation expenses) are excluded unless AIR LLOYD has acted intentionally or with gross negligence.

§ 8 Passenger Obligations & Weight Information

1. Weight information: When booking, passengers are required to provide their actual body weight, including clothing, truthfully and accurately. If the passenger's actual weight on the day of the flight differs from the stated weight by more than 5%, or if the maximum permitted weight per seat/helicopter is exceeded, the passenger may be excluded from transportation for safety reasons. In such a case, the passenger's entitlement to transportation shall expire without compensation.

2. Prohibition of dangerous goods: For safety reasons, passengers are strictly prohibited from carrying dangerous objects or substances on board the helicopter or on their

person, in particular explosive, fire-hazardous, highly flammable, corrosive or toxic substances, as well as weapons.

3. Instructions: All instructions given by flight and ground personnel must be strictly observed. Seat belts must be worn throughout the flight. Access to the airfield is permitted only when accompanied by ground personnel.

4. Exclusion from transportation: Persons who are under the influence of alcohol, drugs or medication, or whose behaviour poses a risk to flight safety, shall be excluded from transportation. No refund shall be provided in such cases.

§ 9 Liability & Insurance

1. Liability arising from air transportation: Liability for personal injury, property damage and damage caused by delay in connection with air transportation shall be governed by the applicable mandatory statutory provisions, in particular the German Aviation Act (Luftverkehrsgesetz – LuftVG), the Montreal Convention, and Regulations (EC) No. 785/2004 and No. 2027/97, as amended from time to time.

2. General liability: AIR LLOYD shall be liable in accordance with the applicable statutory provisions for damage falling outside the scope of mandatory statutory air-carriage liability and for injury to life, body or health. In the event of a slightly negligent breach of material contractual obligations ("cardinal obligations"), AIR LLOYD's liability shall be limited to the foreseeable damage typical for this type of contract. Liability for other cases of slight negligence is excluded.

§ 10 Final Provisions

1. The laws of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the case of consumers, this choice of law shall apply only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of AIR LLOYD (Siegburg / Bonn).

3. Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The applicable statutory provisions shall apply in place of the invalid or unenforceable provision.

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