

**General Terms and Conditions of Heron Luftfahrt GmbH & Co. KG (hereinafter referred to as „HERON AVIATION“)**

**1. General - Scope**

The following General Terms and Conditions of HERON AVIATION shall be an integral part of any contract between Heron Aviation and any third party according to Section 2 of these General Terms and Conditions. Any agreements diverging from these General Terms and Conditions shall only be valid where confirmed in writing by HERON AVIATION.

That person (natural or legal) become(s) a „Customer“ of HERON AVIATION who book(s) a flight with HERON AVIATION and who is/are therefore the contractual partner of HERON AVIATION. That person(s) become(s) a „Passenger“ who is/are on board the aircraft operated by HERON AVIATION.

Any and all contractual obligations of HERON AVIATION shall be conditional upon the timely availability of all necessary permissions and official regulations, all necessary crew visa as well as all necessary landing, departure and traffic rights. In the event that for HERON AVIATION it isn't possible to fulfil timely all the listed requirements, HERON AVIATION shall be entitled to withdraw from the respective contract, free of any liability towards the Customer or the Passenger.

The Customer shall be responsible for passing these General Terms and Conditions and other notices from HERON AVIATION on to the Passenger(s) completely and promptly. Should the Customer fail to comply with this requirement, the Customer shall be liable to HERON AVIATION against any and all Passenger claims, HERON AVIATION shall be indemnified.

**2. Offers and conclusion of the contract**

A binding flight contract between HERON AVIATION and the potential Customer will only be formed when HERON AVIATION will have sent the Customer a flight booking confirmation and this confirmation is signed by the customer and returned to HERON AVIATION (Confirmation). All flight offers remain subject to availability of the aircraft until HERON AVIATION will have sent the Confirmation. It is the obligation of the Customer to check the Confirmation for correctness and to notify HERON AVIATION immediately about any errors or discrepancies. If the Customer requests changes at a later point in time, HERON AVIATION may either accept or reject such changes at its sole discretion.

**3. Charter flight operation**

The operation of the offered and confirmed flights is subject to the necessary traffic rights, the weather conditions, the technical readiness of the aircraft as well as the exclusion of force majeure. In cases where a part or some parts of a flight route need to be cancelled, HERON AVIATION is entitled to charge just all the actual costs incurred for the flown routes to date to the customer's account. If HERON AVIATION is forced by meteorological or other conditions or any other reason to fly to another airport than the one agreed in the contract, HERON AVIATION is not obligated to assume any costs for a possible continuation of the Passengers to their original destination. The same shall apply mutatis mutandis to return flights.

#### **4. Force Majeure**

Force Majeure means any situation beyond the control of HERON AVIATION. If such a force majeure (e.g technical breakdown, weather, war, fire, epidemics, etc.) prevents the operation of the flight, affects departure or landing at the destination, HERON AVIATION reserves the right to suspend or cancel the services ordered. Alternative airports may also be considered. HERON AVIATION is therefore not responsible for any damage that the Passenger may suffer in this situation. The above listed examples of force majeure do not cover the complete list of all incidents, which are to be considered as such.

#### **5. Charter price and terms of payments**

The chartering of the aircraft via HERON AVIATION takes place according to the written Confirmation. The charter price does not include additional costs for ground transport services (taxi, limousine etc.), extension of airport opening hours, aircraft de-icing, any Passenger taxes, charges, duties and fees and other charges for the utilization of services by such Passengers, including country-specific Passenger taxes, fees and duties. If HERON AVIATION incurs any additional costs, Customer shall pay those to HERON AVIATION in addition to the charter price. The offered fixed prices are calculated according to the information provided from the Customer. If during the flight operation changes will be made according to a request of the Customer or because of an important requirement, these costs shall be paid by Customer additional to the final price. Unless otherwise agreed, the charter price shall be paid before the first (ferry) flight and upon receipt of the invoice from HERON AVIATION immediately without any deductions.

The booking of the payment receipt on HERON AVIATION bank account shall be done at the latest before first (ferry) flight departure. The Customer understands and assent, that meeting this deadline is an essential condition for the fulfilment of the relevant contract with HERON AVIATION. In case of any payment default, that occurred the latest with transgression of the due date without reminder, HERON AVIATION may charge the Customer with interest on the delayed amount to the amount of the currently valid bank interest rates as well as may assert claims for damage caused by undue delay.

#### **6. Liability provisions**

The transport of Passengers is subject to the provisions of the Montreal Convention of 1999. The liability of HERON AVIATION and the aircraft commander for death or personal injury of the Passenger as well as loss of or damage to baggage shall be covered pursuant to insurance and actuarial laws. These provisions shall apply mutatis mutandis to the transport of cargo. Cargo shall only be insured up to the limits specified in the Montreal Convention of 1999 for baggage transported.

In no case shall HERON AVIATION be liable for indirect or incidental losses as well as for damages, including but not limited to loss of profits, lost business, loss of goodwill and loss of opportunity in any way related to the contract or the provision of services hereunder or the failure of or delay in the services. The Customer hereby waives for himself and on behalf of the Passenger(s) any right to such damages.

## **7. Aircraft availability**

In the event of unavailability of the offered aircraft, HERON AVIATION shall be entitled to provide an aircraft of its own fleet which shall be at least of the same quality; in the event of unavailability due to force majeure it may also be an aircraft of its own fleet but of lesser quality. Should HERON AVIATION not be in a position to carry out or complete a flight as agreed for reasons not beyond HERON AVIATION's control, HERON AVIATION shall be entitled to provide another suitable means of transport for the entire flight, or for the uncompleted part of the flight. HERON AVIATION shall be liable for any additional costs incurred only if it has acted willfully or with gross negligence.

## **8. Cancellation and cancellation fees**

In case the Customer withdraws from the contract with HERON AVIATION, HERON AVIATION shall be entitled to account for the actual costs incurred for possible ferry flights, ground services, crew costs, on-board service and other up-front costs.

Furthermore, the Customer shall pay a cancellation fee based as set forth below:

- Up to 6 weeks before the 1st scheduled departure: no cancellation fee;
- up to 14 days before the 1st scheduled departure: 10% of the charter price;
- up to 7 days before the 1st scheduled departure: 20% of the charter price;
- up to 1 day before the 1st scheduled departure: 50% of the charter price;
- less than 24 hours before the 1st scheduled departure: 80% of the charter price.

In the event that a ferry flight already has been performed before the receipt of the Customer cancellation, the Customer shall pay a cancellation fee of 100% of the charter price. Any cancellation by the Customer has to be in writing by letter or email. The time of HERON AVIATION's receipt of the written cancellation notice shall govern the applicable charge.

## **9. Place of performance**

If the Customer is a merchant who has been entered as such in the commercial register or in other permitted cases and for all disputes arising out of the contractual relationship the court of jurisdiction will be that in Freiburg / Breisgau. The contract shall only be subject to German law.