



## **General Terms and Conditions of DigaJet GmbH**

### **§ 1 Scope of Application**

For all business relations with DigaJet GmbH (hereinafter referred to as DigaJet), the following General Terms and Conditions (GTC) shall apply in the version valid at the time of conclusion of the contract. The GTC apply equally to natural persons and legal entities under private and public law. DigaJet does not recognize any general terms and conditions of business of contractual partners or other third parties that deviate from or contradict these GTC, unless DigaJet has agreed to their validity in writing (compensation clause).

Customers in the sense of these GTC are all persons who have booked a flight with DigaJet and are therefore contractual partners of DigaJet.

Passengers in the sense of these GTC are all persons who are on board a flight operated by DigaJet.

### **§ 2 Conclusion of the Contract**

As a result of a flight booking request from the customer, DigaJet sends the customer a non-binding invitation to submit an offer (so-called invitatio ad offerendum) together with the present GTC. A legal claim of the customer does not arise from the sending of the invitation. The submission of a legally binding offer within the meaning of § 145 BGB (German Civil Code) for the conclusion of a charter contract takes place on the basis of the non-binding invitation of DigaJet and after the customer has taken note of the GTC by sending the signed offer to DigaJet. DigaJet accepts this binding offer transmitted by the customer by sending the booking confirmation within the meaning of § 146 BGB (German Civil Code). The charter contract is therefore only concluded after DigaJet has sent the flight booking confirmation to the customer. The customer's claim to the performance of the flight at the conditions contained in the offer therefore only arises after receipt of the booking confirmation by DigaJet.

The customer is obligated to check the confirmation for accuracy as soon as possible and to notify DigaJet immediately of any inaccuracies.

### **§ 3 Obligation to perform; Obligation to pay**

DigaJet undertakes to transport all passengers booked on the flight from the agreed place of departure to the contractually agreed destination at the agreed time of departure, provided that there are no reasons from § 7 of these GTC that prevent the transport. It is pointed out that the flight times stated in the booking confirmation depend on the allocation of airport slots and the actual flight times may therefore deviate by up to 2.5 hours (earlier or later) from the contractually



agreed departure time. A time window of +/- 2.5 hours deviating from the agreed departure and arrival time is therefore considered to be in accordance with the contract.

With the booking confirmation, the customer receives an invoice from DigaJet, which is due for payment immediately after receipt of the invoice by the customer. The invoice amount must be received in DigaJet's account without deduction no later than 12 hours before the contractually agreed departure time. The timely settlement of the invoice is an essential condition for the fulfillment of the charter contract. The settlement of the invoice is made by transferring the full charter price to the DigaJet bank account specified in the invoice. The only accepted currency is the Euro (EUR).

The customer is obliged to send all valid travel documents required for the execution of the flight in the sense of § 9 of these GTC of each passenger booked on the flight to DigaJet at least 24 hours before the contractually agreed departure time. The same applies to all documents required for the carriage and entry for the carriage of pets.

The customer is obliged to forward the contents of the present GTC to all passengers booked on the flight and to point out their applicability.

#### **§ 4 Tail-Swap; Contract Performance by Third Parties**

DigaJet reserves the right to make changes at short notice regarding the booked aircraft, on the premise that the flight will be operated by an aircraft of comparable type and size from DigaJet's fleet ("tail-swap").

DigaJet is entitled to use the services of third parties in whole or in part for the fulfillment of its contractual obligations. Third parties in this sense are in particular sub-charter or third-party charter operators. In the event that the contract is performed by a third party, the flight will be performed by an aircraft comparable in type and size.

#### **§ 5 Composition of the Charter Price; Additional Costs**

The contractually agreed charter price results from the booking confirmation. The charter price includes transportation from the agreed departure point to the destination point as well as all flight-related ancillary costs, Eurocontrol and air traffic control charges, arrival and departure fees, landing fees and first-class catering according to individual wishes, as well as crew expenses and crew overnight accommodation.

Not included in the charter price are airport handling charges outside the normal operating hours of the respective airport as well as any de-icing and hangar costs incurred. Additional costs may



also be incurred when using ground transportation services between airports as well as between city terminals, as well as when using on-board means of communication (such as satcom telephone, etc.).

The final invoice for the charter price including all additional costs mentioned in § 5 will be sent to the customer after the flight has been performed and is due for payment immediately upon receipt.

### **§ 6 Cancellation; Rebooking**

DigaJet is entitled to charge the customer the following costs in the event of cancellation of the flight after receipt of the booking confirmation (conclusion of the contract) or in the event of non-arrival of the booked flight by the customer:

- up to 7 days before departure:  
25% of the charter price
- less than 7 days, but more than 48 hours before departure:  
50 % of the charter price
- less than 48 hours before departure and no-show: 100% of the charter price

The aforementioned deadlines are calculated from the time of receipt of the cancellation by DigaJet. Cancellation by the customer must be made in writing. The flight is also considered a no-show if the passengers do not show up in full at least 30 minutes before the contractually agreed departure time.

DigaJet will deduct expenses saved from the cost of the charter price, if such expenses have been incurred. The customer is at liberty to prove that DigaJet has suffered no damage or considerably less damage. The right of DigaJet to assert further claims for damages remains unaffected.

The customer has no general claim to contract adjustment and rebooking of the flight. § 313 BGB remains unaffected.

### **§ 7 Right to Refuse Transportation**

DigaJet is entitled to refuse transportation of one or more passengers booked on the flight if there are important reasons, in particular those that lie in the person of the passenger, which pose a danger to the safety of the flight or the health of the passenger himself or the persons traveling with him. Important reasons entitling to denial of carriage are in particular

- if DigaJet becomes aware that the passenger has violated the orders of the aircraft commander according to § 11 on a previous flight;

- if the identification of the passenger is not possible beyond doubt by comparing the persons named in the passenger list for the booked flight or if a passenger is not listed on the passenger list;
- if refusal of carriage is necessary for reasons of safety, order or health of other passengers, crew or aircraft commander;
- if the transport constitutes a violation of official or legal requirements;
- if the passenger's behavior, condition or mental or physical state (including through the effect of alcohol consumption or drug abuse) is detrimental to the safety of the flight or the well-being of other passengers or crew;
- if there are doubts that the passenger's state of health allows safe transportation without special medical care and the passenger cannot present a medical certificate stating that participation in the flight is safe; this applies in particular to an existing pregnancy, the existence of which the passenger is obliged to point out from the 25th week of pregnancy;
- if the passenger refuses to undergo a security check of his person or baggage, or if the security check creates a risk that cannot be eliminated (see in particular List of Carriage of Dangerous Goods and Other Objects, § 10);
- if the passenger is not in possession of all required valid travel documents as defined in § 9 or wishes to enter a country for which he/she does not have valid entry documents or refuses to present such documents to the crew.

The decision to deny promotion will be made by the aircraft commander at his discretion within the scope of his decision-making authority governed by § 11.

### **§ 8 Withdrawal; Compensation**

DigaJet is entitled to withdraw from the contract for good cause. An important reason exists in particular,

- if the customer does not meet his payment obligation as defined in § 3, in particular the agreed charter price has not been received in DigaJet's account at least 12 hours before the contractually agreed departure time; in this case, DigaJet is entitled to demand compensation for damages in the amount specified in § 6. Saved expenses will be deducted accordingly;
- if there is a justified right to refuse carriage within the meaning of § 7; in this case DigaJet is entitled to demand compensation for damages in the amount specified in § 6. Saved expenses will be deducted accordingly;
- if a corresponding slot is not available for the agreed flight time after conclusion of the contract, over which DigaJet has no influence;



- the execution of the flight is made impossible by an event that does not fall within the risk area of DigaJet, in particular in cases of force majeure, such as severe weather, earthquakes, floods, volcanic eruptions, other natural disasters, war, terrorism or strike;
- the German Foreign Office has issued current travel warnings and security advisories for the agreed destination, which give rise to fears of danger to the aircraft or persons.

The consequences of withdrawal are governed by § 346 BGB. The right of DigaJet to claim damages remains unaffected.

DigaJet is especially entitled to claim damages in case of damage to the aircraft. Customers and passengers are liable for all damage to and in the aircraft and its equipment caused by the customers and passengers or other third parties from their area.

### **§ 9 Travel Documents**

The customer and passengers are responsible for ensuring that they have all the travel documents required for the booked flight. The customer is responsible for the correctness and completeness of all documents and for ensuring that passengers carry all travel documents required for entry and exit, such as passport, visa, vaccination certificate, entry forms, etc.

Both the customer and the passengers are aware that the entry requirements can also change at short notice. It is therefore recommended that customers and passengers inform themselves shortly before departure about the current entry requirements (e.g. on the website of the Foreign Office and on the pages of the embassies of the respective travel or transit country).

DigaJet is not liable for damages resulting from the incorrectness or incompleteness of the travel documents. This applies in particular to flight delays resulting from the fact that the documents were not complete in time.

### **§ 10 Prohibition of the Carriage of Dangerous Goods and Other Objects**

No items may be carried that are likely to endanger the aircraft or persons on board the aircraft. The Customer is obliged to inform all passengers prior to the commencement of the flight about the list of items prohibited in hand luggage and/or in baggage on the basis of Regulation (EU) No.185/2010 Annex 4-C, 5-B (cf. Annex) and IATA Dangerous Goods Regulations. If the passenger carries on his person or in his luggage items prohibited by the applicable law, in particular weapons or other dangerous tools or liquid substances of any kind (except such liquids which the passenger carries in his hand luggage for use during the journey), he shall notify the aircraft commander thereof prior to departure. Reference is made to § 7 of the GTC.



DigaJet is not liable for damages in connection with the carriage of prohibited items in violation of this regulation. The customer indemnifies DigaJet against all claims made against DigaJet due to a violation of the carriage ban.

### **§ 11 Decision Authority of the Aircraft Commander**

Customer and passengers are aware that the aircraft commander has full decision authority and is entitled to take all necessary measures at any time to ensure the safety of passengers, crew and aircraft. This includes, but is not limited to, the authority to decide on the modification of the offered payload and seating capacity, on passengers and cargo, and on the loading, distribution and unloading of cargo and baggage. In particular, the aircraft commander is entitled to exercise the right to refuse carriage provided for in § 7. The aircraft commander is responsible for deciding to deviate from the planned routing and to make a (deviating) landing. The commander is entitled to prohibit the execution of a flight from the beginning or to divert a flight immediately if the behavior of passengers makes this necessary from the point of view of safety and with regard to the health of passengers or crew members traveling with them.

Passengers are obliged to follow the instructions of the aircraft commander and the crew on board without exception.

### **§ 12 Liability; Compensation**

DigaJet's liability for damages resulting from any secondary breaches of duty is limited to intent and gross negligence. Liability for damages due to force majeure is excluded. The exclusion of liability applies in particular in cases of force majeure (see § 8), official orders or requirements and safety risks. The provisions of the Warsaw Convention or the Montreal Convention as well as the EU Directive 2027/97 shall remain unaffected, if relevant and applicable.

Furthermore, such claims for damages by the customer are excluded, which are justified as a result of a refusal of carriage by DigaJet in the person of the customer or the passenger or failure to comply with a lawful instruction of the aircraft commander.

In the event of damage to property and financial loss caused by negligence, DigaJet shall only be liable in the event of a breach of an essential contractual obligation, but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract; essential contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely.

Additional costs arising from the fact that the customer does not follow an instruction of the aircraft commander or the travel documents are not fully available, are to be borne by the customer. This



applies in particular if the passenger's behavior results in a delayed departure (for example, if a new slot is required).

DigaJet reserves all defenses and limitations of liability applicable under the Warsaw Convention and the Montreal Convention, except as provided in Article 25 of the Warsaw Convention or Article 22 (para. 5) of the Montreal Convention.

### **§ 13 Applicable Law; Place of Jurisdiction**

For all legal relations arising from this contract or during the performance of the carriage, German law is applicable in addition to these GTC, at the opening of the scope of application, including the provisions of the Montreal Convention or the Warsaw Convention, as well as the relevant EC – regulations.

The exclusive place of jurisdiction for all legal disputes with merchants, legal entities under public law or special funds under public law is Cologne.

**State: 21.08.2023**

#### **Notes:**

The respective carriage is subject to the regulations and limitations of liability as well as other provisions of the Montreal Convention, insofar as such carriage constitutes "international carriage" within the meaning of the Convention.

#### **Notes concerning transport within the European Union only:**

#### **Basis of this Information:**

These provisions are based on the Montreal Convention of May 28, 1999, which was implemented in the European Community by Regulation (EC) No. 2027/97, as amended by Regulation (EC) No. 889/2002, and by national legislation of the Member States of the European Community.

#### **Legal Note:**

This notice is required by Regulation (EC) No. 889/2002, however, this notice does not constitute a basis for a claim for damages, nor can it be used to interpret the provisions of the Montreal Convention. This notice is not part of the charter contract between DigaJet and the customer. DigaJet assumes no responsibility for the accuracy of the contents of this notice.

Note according to the Annex to Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02 Air carrier liability for passengers and their baggage.





This notice summarizes the liability rules to be applied by Community air carriers under Community law and the Montreal Convention.

### **Compensation for Death or Personal Injury**

There are no maximum amounts for liability in the event of death or personal injury to passengers. For damages up to an amount of 113,100 Special Drawing Rights (SDR), the air carrier may not object to claims for damages. Claims exceeding this amount may be averted by the air carrier by proving that it was neither negligent nor otherwise at fault.

### **Delays in the Carriage of Passengers**

The air carrier is liable for damage caused by delay in the carriage of passengers unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Liability for damage caused by delay in the carriage of passengers is limited to 4,694 SDRs.

### **Destruction, loss or damage of luggage**

The air carrier is liable for the destruction, loss or damage of baggage up to an amount of 1,131 SDRs. In the case of checked baggage, liability is strict, unless the baggage was previously damaged. In the case of unchecked baggage, the air carrier is liable only for culpable conduct.

### **Higher liability limit for luggage**

For flight safety reasons, the weight of baggage is limited, the weight limit varies depending on the type of aircraft. The luggage, which is considered too heavy or too big by the crew, may not be carried on board. A higher liability limit applies if the passenger makes a special declaration and pays a surcharge at the latest at check-in. Complaints about baggage in the event of damage, delay, loss or destruction of baggage, the passenger must notify the air carrier in writing as soon as possible. In the case of damage to checked baggage, the passenger must report it in writing within seven days, and in the case of delayed baggage within 21 days, after it has been made available to him.

### **Periods for Filing Claims**

Legal actions for damages must be brought within two years, beginning with the date of arrival of the aircraft or the date on which the aircraft should have arrived.

### **List of Prohibited Items**

The items listed below may not be carried by passengers in their checked baggage unless DigaJet has been notified in a timely manner of the carrying of one of these items and DigaJet has received appropriate approval from the appropriate authority to carry the item in question in checked baggage:

Explosives, incendiary materials, and explosive and incendiary devices capable of causing serious injury or endangering the safety of the aircraft, including



- Explosives, incendiary materials, and explosive and incendiary devices that are or appear to be capable of causing serious injury or endangering the safety of the aircraft
- Munitions
- Blasting caps
- Detonators
- Replicas or imitations of explosive devices
- Mines, grenades or other military explosive devices
- Fireworks and other pyrotechnic articles
- Smoke canisters and smoke cartridges
- Dynamite, gunpowder and plastic explosives
- Rifles, firearms, and other devices designed to shoot projectiles that are capable of, or appear to be capable of, by shooting a projectile
- cause serious injury
- Firearms of all kinds, such as pistols, revolvers, rifles, shotguns
- Toy weapons, replicas and imitations of firearms, which can be mistaken for real weapons
- Parts of firearms, except telescopic sights
- Air-operated and CO2 weapons, such as air, spring and pellet pistols and rifles or so-called "ball bearing guns
- Signal pistols and starting pistols
- Bows, crossbows and arrows
- Launchers for harpoons and spears
- Slingshots and catapults
- Stunning devices specifically designed to cause anesthesia or immobility
- Shock anesthesia objects
- Stun guns, tasers and stun batons
- Apparatus for livestock stunning and killing
- Infectious substances and infected live animals
- Disabling chemicals, gases and sprays, mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays
- Pointed or sharp objects that can cause serious injury
- Chopping tools, such as axes, hatchets and cleavers
- Ice axes and ice picks
- Razor blades
- Teppichmesser
- Carpet knives

- Knife with a blade length over 6 cm
- Scissors with blade length over 6 cm measured from the hinge
- Martial arts equipment with a point or sharp edge
- Swords and sabers
- Tools that can cause serious injury or endanger the safety of the aircraft
- Crowbar
- Drilling machines and drills
- Cordless drills
- Tools with a blade or shaft longer than 6 cm that can be used as a weapon, such as screwdrivers and chisel
- Screwdriver and chisel
- Saws, including portable battery saws
- Soldering lamps, bolt guns and pneumatic nailers
- Blunt objects that, when used as an impact weapon, can cause serious injury
- Baseball and softball bats
- Truncheons and batons, like manslaughterers
- Martial arts equipment