

GENERAL TERMS AND CONDITIONS

Introduction:

The legal aspects of the relationship between you and our company are regulated solely by the laws of the Federal Republic of Germany. The following General Terms and Conditions of Business elaborate and augment these laws. This English translation is provided merely for your convenience. For legal purposes, the original German version is considered binding.

Any contradictory Terms and Conditions of Business with which you may operate are hereby expressly waived.

Information on data processing

The agency agreement requires us to collect the following information: name and address, including e-mail address, phone number and other information required by us to perform our obligations under this agency agreement. This usually does not only include your data, but also the data of third parties, such as the data concerning the passengers seeking carriage on the charter flight and that you make available to us or that we collect from the passengers on your behalf.

We refer to the following points 1 and 2 of these conditions for more details.

1. Our Role and Appointment

You require a charter flight. We will assist you both in making preparations for the flight as well as in its execution. We will arrange all of the details for you. This includes advising you regarding the proper choice of an aircraft and airline. We will subsequently negotiate a charter contract with the chosen airline in accordance with your requirements and conclude a contract with the airline on your behalf. Hence, the charter contract is a contract solely between you and the airline.

1.1

As far as it has been stipulated, we will make all arrangements related to the organisation of catering, check-in and any other specific wishes related to the flight according to your instructions.

We reserve the right to change the airline, i.e., switch from the chosen airline to another licensed airline with comparable standards, if unusual circumstances arise that, in our estimation, provide justification for such a decision.

1.2 Data protection

1.2.1

We will only collect and process data

- for which the data subjects have granted us a corresponding declaration of consent pursuant to Article 6 para. 1a GDPR, or
- that we require for the performance of our contractual obligations pursuant to Article 6 para. 1b GDPR, or
- that we require to perform statutory obligations pursuant to Article 6 para. 1c GDPR, or
- on the basis of a legitimate interest pursuant to Article 6 para. 1f GDPR

1.2.2

We will generally only disclose data to third parties to the extent disclosure is required to perform our contractual obligations, or to perform your contractual obligations on your behalf.

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Because the scope of the data required for air carriage varies from case to case and depends on the flight destination, the legal situation at the time of the flight and/or the personal carried, we do not verify which data in the individual case is absolutely necessary to be disclosed and which data is not. With regard to the personal data you or the person seeking carriage discloses to us on a voluntary basis, we assume that we are authorised to disclose all such data on the basis of the data subjects' corresponding declaration of consent granted to the respective airline and/or the authorities pursuant to Article 6 paragraph 1a GDPR.

1.2.3.

We will only store the personal data as long as it is needed to achieve the purpose of processing, or if storage is required under a statutory retention period. Data will only be stored for longer periods on the basis of a declaration of consent and only for as long as the consent is not revoked.

1.2.4 Rights of data subjects:

Data subjects have the right to receive information concerning the processing of their data free of charge, to request their data to be completed, to have their data deleted or blocked under certain conditions, to object against the processing, to revoke consent to the processing with effect on the future and to lodge a complaint with the relevant supervisory authority. (See Art. 7 para. 3; 15 to 18; 20; 21; 77 GDPR)

2. Your Role and Appointment

2.1

You are fully responsible for fulfilling the obligations arising from or in connection with the charter contract that we have concluded on your behalf.

You will complete all travel and/or cargo documents as required by us or by the airline as soon as possible. You are responsible for ensuring that properly completed documents are provided to all passengers and carriers in keeping with the applicable requirements so that all passengers and carriers are able to adhere to the provisions set out in these documents.

2.2 Data protection

You warrant to us that the data of third parties which you pass on to us have been collected in a lawful manner and that we are authorised to process these data and to disclose them to third parties for the purpose of performing our contractual obligations.

2.2.1

You expressly confirm that the prerequisites stipulated in Article 6 para. 1a GDPR and/or Article 6 para. 1b GDPR and/or Article 6 para. 1c GDPR and/or Article 6 para. 1f GDPR have been satisfied.

2.2.2

You undertake to indemnify us against all claims by data subjects, other third parties and authorities brought against us on the grounds of a failure to satisfy the GDPR prerequisites set out in the preceding clause.

3. Price of the Charter

You are to pay the charter price by the agreed deadlines as specified in the charter contract.

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The price can vary according to the provisions of the charter contract due to surcharges for fuel, insurance, currency rates or other surcharges that the airline is allowed to add under the charter contract. If you are an entrepreneur as defined under Section 14 of the German Civil Code, you hereby agree to consider such changes to be binding.

The charter price as well as all of the other fees provided for in our contract are calculated exclusive of VAT and general sales taxes. You are responsible for the additional payment of such taxes according to the rate applicable at the location where taxes are assessed.

All payments are to be made in the mutually agreed currency. They are to be made on time. In the event that no prior agreement regarding a deadline has been reached, such payments are to be made at least seven working days before the date on which the first flight departs.

It is not possible to offset such payments unless the claims used to offset such payments are uncontested or have become res judicata. A right to withhold performance due to alleged claims arising from or in connection with other contracts or legal relationships is not recognised.

If even a single payment is not made by the agreed deadline, you will be considered to be in default, without requiring specific notice or the granting of a grace period. If the grace period deemed by us to be appropriate has passed, we are entitled to cancel the contract without prejudice to any other rights and legal remedies and to apply default charges according to the legal rate.

4. Cancellation and Termination

You are allowed to cancel the contract by providing us with written notice. In such an event, you must remit the cancellation fees as stipulated by your contract with us.

We can terminate the contract immediately by provided written notice when

You have committed a breach of contract that cannot be remedied or which is not remedied within a period of time that we have deemed to be appropriate;

or

When you have suspended, ceased or threatened to suspend or cease the fulfilment of obligations or a partial obligation arising from or in connection with your contract with us or the charter contract that we have concluded on your behalf. This also includes the cessation of payment or the threat to cease making payments;

or

when after the conclusion of our agreement or the charter contract it becomes evident that you will no longer be able to fulfil your obligations and fail to provide a bond demanded for this reason;

or

when bankruptcy proceedings in a court of law or bankruptcy proceedings by authorities comparable to German court or similar proceedings according to the laws of your legal domicile have been initiated against you or a petition to this effect has been submitted.

In the event of our terminating the agreement for one of the reasons cited above, you shall be obliged to pay cancellation fees as listed above without prejudice to any proof of greater damages.

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This will not prejudice the legal right to restate or terminate contracts due to frustration of purpose or due to termination for a compelling reason.

5. Areas of Responsibility

We are not a carriage provider and are therefore unable to assume liability for carriage, which is exclusively performed by the airline.

We assume no responsibility for alterations, delays or diversions of departures or arrivals unless these are a direct result of a breach of our obligations as determined by our contract with you.

We cannot be held responsible for any failure to secure necessary licenses or to adhere to international provisions unless these are a consequence of our failure to exercise the caution required in transport when nominating an airline.

You recognise that the captain of the aircraft makes decisions regarding the operation of the aircraft according to his absolute discretion in the interest of ensuring the safety of the aircraft, the passengers, the crew or the cargo. You agree that all decision made by the captain of the aircraft are binding for all parties and passengers.

In the event that your passengers do not conform with these decisions or orders, you will be held responsible. We are not liable for decisions made by the captain of the aircraft or any consequences thereof, including any negative impacts on our obligations arising from or in connection with this agreement.

We emphasise that we have chosen the airline with the care as it is usual in the ordinary course of business. Beyond this, we provide no assurances and guaranties in relation to the quality, financial strength or solvency of the airline or other third-party service providers.

6. Liability

We are not liable for actions, omissions or errors committed by third-party service providers over which we have no direct control.

We are not liable for delays, non- or poor performance of obligations arising from or in connection with the contract with you when they are due to events that we are unable to influence. This includes force majeure, weather conditions, unrest, uprisings, war, lockouts, strike or industrial action, fire, lightning, embargoes or similar limitations.

In the event that we are deemed to be liable for damages, indemnification will only be due in cases of slight negligence under the condition of loss of life, physical injury, impairment to health, or a breach of fundamental contractual obligations. We are also only liable for deliberate or negligent breaches of obligation by our legal representatives or agents to the same extent. In all other cases, liability for negligence is excluded.

With the exception of cases of intent or gross negligence, we are not liable for incorrect information, implied assurances, or liability due to any other grounds resulting from a breach of contract law or laws of obligation. With the exception of cases of deliberate or grossly negligent breach of duty, this exclusion of liability also applies to damages caused by our employees, agents, contract partners or other any other service providers that we commission, and which are to be attributed, on whatever grounds, to us.

With the exception of cases of deliberate or grossly negligent breach of duty, liability shall be limited to 75 % of the charter price.

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7. Extent of the Contract

The written contract that we have concluded with you represents the entire extent of all agreements reached between the two contract parties. No verbal agreements have been made. They would also have no validity. Amendments to this contract must be made in writing.

Notification of a cancellation or termination must be provided in writing and addressed to us or to your main place of business, or to the address that you provide us/we provide you in the contract as a mailing address or as the address of an authorised recipient.

If one of the provisions of the contract is deemed to be invalid, this does not prejudice the validity of the other provisions. In the event that one of the provisions is invalid, we mutually agree to restate this provision in a manner that largely corresponds with our original commercial purpose.

In the event that one of the provisions in these Terms and Conditions is deemed unenforceable for any reason, this will not affect the enforceability of the other terms and conditions.

8. Choice of law and jurisdiction

This agreement is subject to the laws of the Federal Republic of Germany.

If you are a merchant, legal entity under public law, or a special public fund, or have no general place of jurisdiction in Germany, Cologne is deemed to be the jurisdiction for the resolution of claims or disputes arising from or in connection with this contract.

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PAS – Professional Aviation Solutions GmbH

Lustheide 85
51427 Bergisch Gladbach, Germany
Geschäftsführung: Birte Kipke
Amtsgericht Köln HRB 80798 / USt.ID-Nr.DE293867914
phone: +49 2204 70 60 60
email: info@pasflights.com

Frankfurter Sparkasse

€ IBAN: DE85 5005 0201 0200 5414 55
\$ IBAN: DE82 5005 0201 0254 0161 54
SWIFT/BIC: HELADEF1822

Commerzbank

€/ \$ IBAN DE11 5004 0000 0582 0113 00
SWIFT/BIC COBADEFFXXX