AIR AUGSBURG
CHARTER

General Conditions of Carriage for Passengers and their Baggage ("GCC")
Air Augsburg GmbH ("Air Augsburg")

1. Contractual scope of application

1.1. The following contractual regulations apply to the contract of carriage to be concluded or concluded between Air Augsburg and the customer.

1.2. Any general terms and conditions of the customer deviating from the GTC shall be expressly rejected. These shall only apply with the prior written consent of Air Augsburg.

1.3. The customer may be a consumer or an entrepreneur.

2. Definitions

Passenger

The "passenger" is any natural person who is or is to be carried in an aircraft with the consent of Air Augsburg.

Airlines

The "air carrier" is an air transport company with a valid operating license.

Contractual and Executing Carrier

"Contractual Carrier" means a person who has concluded a contract of carriage subject to the FMC with a passenger or a person acting on behalf of the passenger.

"Actual Carrier" means a person other than the Contractual Carrier who, by agreement with the Contractual Carrier, is obliged and authorized to perform the carriage in whole or in part.

ICAO

ICAO is the International Civil Aviation Organization

IATA

IATA is the International Air Transport Association

Entrepreneur

An "entrepreneur" is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity (Section 14 (1) BGB).

Consumers

A "consumer" is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession (Section 13 BGB).

Competent authority

The "competent authority" is all authorities that are authorized to take administrative acts and measures against the air carrier, the aircraft, the crew of the aircraft, the passengers (in particular the aviation, customs and tax authorities, immigration authorities, police and regulatory authorities).

Legal regulations

"Legal regulations" are legal regulations and legal acts that prescribe a certain behavior or the organization of facts for or in connection with the transport or the provision of additional services. They contain requirements, prohibitions or authorizations and may be laid down in laws, ordinances or statutes or comparable foreign legal regulations. This also includes sovereign measures of an authority in the field of public law to regulate an individual case with external effect, with which abstract-generic legal regulations and legal acts are implemented in individual cases.

Luggage or piece of luggage

Baggage" or "piece of baggage" means all items for the use of the passenger. Unless otherwise , this term includes both checked and unchecked baggage of the passenger. Checked baggage is the baggage in the care of the air carrier. Unchecked baggage is the baggage of a passenger with the exception of checked baggage

Air travel

An "air journey" is several flights that are part of a single transportation service.

Dangerous goods

Dangerous goods are substances and objects which, due to their nature, properties or condition, may pose a risk to public safety and order, in particular to the general public, to important common goods, to the life and health of humans, animals and other property in connection with transportation. Which goods are to be classified as dangerous goods is regulated by the ICAO in the technical guidelines for the safe transportation of dangerous goods by air ("ICAO T.I.").

Special liability regulations are

- the German Air Traffic **Act ("LuftVG")**;
- Council Regulation (EC) No 2027/97 of 09.10.1997 on air carrier liability in respect of the carriage of passengers and their baggage by air" as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13.05.2002 ("**Regulation (EC) 2027/97"**);
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on May 28, 1999 ("**Montreal Convention" or "MC**")
- the "Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed in Warsaw on October 12, 1929, or this in the version amended by the Hague Protocol of September 28, 1955 and the Additional Agreement to the Warsaw Convention concluded in Guadalajara on September 18, 1961 ("Warsaw Convention").
- and the other regulations mentioned in § 44 LuftVG

3. Subject matter of the contract

The customer concludes a contract with Air Augsburg for the carriage of persons or goods by aircraft. Air Augsburg is a contractual carrier within the meaning of the Convention, i.e. it concludes a contract of carriage within the meaning of Art. 39 of the Convention with a passenger or a person acting on behalf of the passenger, in this case the customer, and undertakes and authorizes another person, the actual carrier, to perform the carriage in whole or in part on the basis of an agreement.

The contractually owed transportation may include one flight or several flights with one or more aircraft.

Instead of providing a transportation service, Air Augsburg shall not as a contractual air carrier in individual cases, insofar as it expressly indicates this, but merely as an agent for air transportation services. In addition, Air Augsburg may also arrange other third-party services in connection with the transportation owed.

4. Obligations of Air Augsburg

4.1. Air Augsburg is committed,

- to select one or more suitable air carriers to perform the transportation and to commission them to perform the transportation;
- to obtain the information necessary for the performance of the transportation and to make it available to the operating air carrier
- to arrange any additional services from third parties ("service providers") requested by the customer at the customer's expense as far as possible;
- to coordinate the performance of transportation with the air carriers or the provision of services with the service providers and to support them where necessary;

4.2. Air Augsburg shall fulfill its obligations, in particular the selection of air carriers and, if applicable, service providers, with the diligence of a prudent businessman.

5. Obligations of the customer

5.1. The customer guarantees that:

- the passengers and baggage are fit for carriage (passengers and baggage are not fit for carriage if the condition of the passenger or baggage poses a risk to the health or safety of the passengers and/or crew members or third parties);
- there are no reasons either in the person of the customer (as a natural or legal person) or in the person of the respective passengers which would result in their transportation being a violation of legal regulations and
- the transported baggage does not contain anything that would cause its transportation to be a violation of legal regulations.

5.2. The customer shall provide Air Augsburg with a list of passengers for the respective flight segment at least 48 hours before the respective flight as well as any other information required Air Augsburg or the air carrier in order to operate the flight in accordance with the statutory regulations. The customer is responsible for ensuring that the information provided to Air Augsburg is correct and complete.

5.3. The customer shall inform all passengers of the departure time of each flight segment and ensure that all passengers and baggage are at the departure airport no later than the check-in time specified in the charter confirmation.

5.4. The customer shall ensure that all passengers on the respective flight comply with all legal regulations (in particular entry and exit regulations, health regulations) to, via or from which the respective aircraft used for transportation departs. The customer is further responsible for ensuring that all passengers have the necessary travel documents (in particular identity documents, visas, medical documents) required for entry into, transit through or departure from a country , from or over which the aircraft used for transportation flies during the course of the flight.

5.5. Neither Air Augsburg, the air carrier nor the service provider shall be liable to the customer, the passengers or a third party if Air Augsburg, the air carrier or the crew of an aircraft used for transportation refuses to carry a passenger or if a service provider refuses to provide services because Air Augsburg or a passenger has violated the provisions of paragraphs 5.1. to 5.4. In this respect, the customer shall indemnify Air Augsburg and the air carriers operating the flight against any damages incurred and expenses incurred by them; this shall also apply in favor of the vicarious agents and assistants employed by them for the performance of the flight.

5.6. The customer is obliged to provide each passenger with the information attached as **Annex 1** on the "Liability of air carriers for passengers and their baggage".

5.7. The customer is obliged to provide each passenger with the information on the suitability of baggage attached as **Annex 2.**

6. Ticket

If requested by the air carrier or if this is necessary for other reasons, Air Augsburg will provide the customer with the tickets (or a collective ticket) provided by the air carrier. The customer is responsible for ensuring that each passenger receives his/her ticket(s) (or a copy of the collective ticket) before the respective flight.

7. Airlines

7.1. The operation of the respective aircraft and the execution of the flight are the responsibility of the air carriers commissioned to carry it out.

7.2. The pilot in command (captain), as the legally authorized person, must ensure the maintenance of safety and order on board the aircraft in flight and is authorized to take the necessary measures in accordance with the statutory provisions. All persons on board must follow the instructions of the pilot or his representatives (regularly the other crew members).

7.3. In particular, the captain or his representatives have the right to determine all flight operations and safety-related matters at their reasonable discretion (Section 315 BGB). This includes, in particular, the decision on whether and how to carry out the flight (in particular the choice of flight route, deviations from the flight route, time of take-off and landing, place of landing, behavior on board).

7.4. In addition to the GTC, the Conditions of Carriage of the air carrier commissioned to operate the respective flight segment, insofar as they exist, shall apply to the operation of the flight or the respective flight segment. The customer must

ensure that passengers are aware of these and shall be liable if passengers do not with the provisions contained in the conditions of carriage of the air carriers operating the flights, insofar as they are to the passengers (duty of care pursuant to Section 241 (1) BGB).

7.5. The customer shall bear all additional costs arising from detour of the aircraft due to adverse weather conditions or other reasons and events beyond the control of Air Augsburg or the air carrier.

8. Conclusion of the contract of carriage

8.1. Unless expressly designated as binding, all offers made by Air Augsburg are non-binding (subject to change).

8.2. The customer requests the desired transportation from Air Augsburg, stating the place of departure and destination and the number of passengers and, if necessary, specifying additional transportation requirements (e.g. size and type of aircraft, type and quality of catering, feeder services) ("charter request"). A request can be made verbally (by telephone) as well as in text or higher-value form. It does not constitute a binding offer by the customer. Accordingly, the sending of an order form to the customer by Air Augsburg (even if pre-filled) does not constitute a legally binding offer by Air Augsburg.

8.3. After checking whether or under what conditions Air Augsburg can carry out the requested transportation, Air Augsburg shall send the customer a transportation offer ("charter offer") in text or higher-value form, in which the customer is informed of the price and the conditions of transportation, among other things. This may deviate from the customer's transportation requests communicated in the charter request.

8.4. If Air Augsburg accepts the charter offer, it shall send the customer the unconditional acceptance of the charter offer in text or higher-value form ("charter order"). A charter order transmitted subject to reservation or changes to the conditions shall be deemed to be a new charter request from the customer.

8.5. A contract for the requested transportation service ("Charter Contract") shall only come into effect upon receipt of a confirmation of the charter order ("Charter Confirmation") sent to the customer by Air Augsburg in text or higher-value form. Acceptance of the charter order can also be declared by carrying out the transportation of a passenger.

8.6. If, after the charter order has been placed, the customer requests transportation that deviates from the charter order or the charter confirmation, Air Augsburg shall endeavour to make this possible, but shall not be obliged to do so. If it complies with the customer's wishes, the customer shall bear the associated additional costs.

8.7. If the charter contract is not limited to the carriage of Air Augsburg as a passenger, the latter is obliged to obligate every other passenger in whose favor it concludes the contract of carriage to comply with the contractual and statutory obligations or to point out the obligations of the passengers.

9. Transportation charge (charter price), terms of payment, default

9.1. The price of transportation ("Charter Price"), the prices for ancillary costs (see Clause 9.3) and the price for additional services (together the "Total Price") are set out in the Charter Confirmation. These may be adjusted by Air Augsburg in accordance with Clause 10 of these GTC.

9.2. The charter price is based on price-determining factors such as the distance between the place of departure and the destination to be determined in accordance with legal and operational requirements and the operating time required for this. The operating time is the calculated period between the removal of the brake blocks before take-off and the application of the brake blocks after landing (block time).

9.3. If the customer is an entrepreneur and unless expressly stated in the charter offer, the charter price does not include any taxes, duties or other charges levied by a competent authority ("charges") or other necessary fees levied by third parties for the performance of the transportation. This also applies to the costs and expenses incurred for travel and accommodation of the crews, landing fees, fees for route navigation services, handling by Handling service providers as well as aviation security charges, de-icing charges, ground or terminal handling charges, charges for special opening hours of an airport/port, permit fees, demurrage charges or security charges at airports. The aforementioned charges, costs and expenses have in common that they are not directly caused by the operation of the aircraft, but are incurred in connection with the performance of the transportation. Costs of this type are referred to in these GTC as "ancillary costs". Air Augsburg will subsequently invoice the customer for "ancillary costs".

9.4. If the customer is a consumer, prices are quoted as a total price including ancillary costs and applicable VAT. Ancillary costs not foreseeable at the time the charter offer is made, in particular de-icing costs and the costs of repositioning the aircraft, are not included in the total price and will be charged subsequently as incurred. De-icing costs are incurred if it is necessary to prevent icing for reasons of flight safety due to the risk of icing. The amount of the de-icing costs depends in particular on the de-icing agent to be used, the size of the respective aircraft and the provider of de-icing at the respective airport/port and therefore cannot calculated in advance. This also applies to the costs of repositioning, which may necessary if the airport/port or the provider of a parking space at the destination does not or cannot offer a parking space. In this case, after landing at the destination, the aircraft must be moved to another airport/port for parking and to pick up the passengers again at the destination if this is necessary to continue the flight.

9.5. Unless expressly agreed otherwise in the charter offer, the charter price does not include any subsequent changes to the itinerary or the use of airport lounges, satellite telephone, WiFi, the use of a hangar or upscale catering (e.g. vintage wines and champagne).

9.6. Insofar as ancillary costs are included in the charter price and were calculated per passenger on the basis of a number of passengers specified in the charter offer for a specific flight, Air Augsburg will recalculate the additional or reduced costs on the basis of the actual number of passengers carried after completion of the flight.

9.7. The charter price invoiced by Air Augsburg in accordance with the charter contract as well as the ancillary costs and prices for additional services invoiced accordingly shall be paid without deductions (e.g. cash discount) and on the agreed due date. If no due date has been agreed, the charter price and the ancillary costs shall be due for payment immediately in accordance with § 278 BGB.

9.8. Valid currencies for payment of the charter price and additional costs are Euro and US Dollar. The underlying currency for the respective charter contract is specified in the charter offer.

9.9. The customer must pay the charter price by bank transfer, unless otherwise agreed with Air Augsburg. If Air Augsburg gives its consent to a credit card payment, Air Augsburg reserves the right to charge a lump sum of 2% of the payment amount. The flat rate must be shown in the charter offer or in text form to the customer when consent is given.

9.10. Further or deviating terms of payment may result from the respective charter contract or the charter confirmation.

9.11. The customer shall be in default of payment if he does not make payment within 30 days of the due date and receipt of an invoice or equivalent payment schedule; this shall only apply to an Air Augsburg consumer if special reference been made to these consequences in the invoice or payment schedule. If the time Air Augsburg, who is not a consumer, shall be in default no later than 30 days after the due date and receipt of the consideration.

9.12. If the customer defaults on payment of the transportation fee, Air Augsburg must pay default interest in accordance with § 288 BGB and the customer can claim other damages caused by default.

10. Right to adjust the charter price and the price for additional services

If there is a period of more than thirty (30) days between the charter offer and the start of the journey, Air Augsburg is entitled to pass on to Air Augsburg price increases by the airline or the service provider as well as increases in ancillary costs, insofar as these are included in the charter price, which are due to circumstances over which Air Augsburg, the airline or the service provider has no influence (e.g. increase in airport charges or operating materials), by means of a corresponding increase in the charter price or the prices for additional services. Air Augsburg will inform the customer of such increases immediately after Air Augsburg has been informed by the respective airline or service provider. If the customer is a consumer, in this case the customer has the right to withdraw from the transportation contract within three (3) days of receipt of the information by sending a declaration of withdrawal in text form.

11. Observance of check-in time, examination of baggage, third party consent requirement, no-show

11.1.1. The customer declares that he is aware that the (departure) flight can only take place on schedule and punctually if the passengers arrive at the departure airport/port sufficiently in advance and check in for the flight, as the check-in of passengers takes time depending on the destination and departure airport/port. Unless a check-in time is communicated to the customer or the passengers in the charter offer or by subsequent communication from Air Augsburg, the lead time shall be at least one (1) hour.

11.1.2. The customer declares that he is aware that the air carrier or its vicarious agents may inspect the baggage and refuse to carry baggage if it is unsuitable for air transportation or if transportation is prohibited by law or official order in a country to which, over which or from which the flight departs.

11.1.3. Flight times or times for the provision of additional services specified in the charter contract are planned times and not fixed dates and are not guaranteed. Flight times and the execution of the respective flight are regularly dependent on the consent of third parties, in particular the responsible authorities (e.g. on the allocation of an airport slot and take-off and landing permits). Air Augsburg is therefore entitled to change the flight times and times for the provision of additional services, insofar as this is necessary to obtain such consent.

11.1.4. If the necessary consents of third parties are refused, Air Augsburg shall be released from the obligation to fulfill the charter contract and shall not be liable for damages and expenses incurred by Air Augsburg or the passengers as a result, unless the refusal of consent is (partly) caused by a culpable breach of duty by Air Augsburg, the airline or its vicarious agents.

11.1.5. Insofar as the customer is obliged to obtain consents within the meaning of Clause 11.1.4, the customer shall be liable to Air Augsburg and the air carrier for all damages and expenses incurred by Air Augsburg as a result of the fact that consent is not given or is given late, provided the refusal to give consent is justified by the customer and

customer is at fault and the refusal of consent is not culpably caused or contributed to by Air Augsburg, the air carrier or their vicarious agents.

11.1.6. If the (departure) flight or the provision of an additional service is postponed at the request of the customer or the passengers or is delayed due to a culpable breach of duty by the customer or the passengers, the customer shall compensate Air Augsburg for all damages and expenses incurred by Air Augsburg or the air carrier as a result.

11.1.7. none of the passengers booked for the flight in question appear for boarding thirty (30) minutes before the scheduled departure time (no-show), this shall be deemed a withdrawal by the customer and the provisions of Clause 14 shall apply accordingly.

12. Aircraft On Ground (AOG)

12.1.1. If the aircraft scheduled for the respective flight is not airworthy or operational (AOG) or if the flight or the flight journey cannot be carried out for other reasons that are not within the sphere of Air Augsburg, Air Augsburg may refuse the transportation service. In this case, the customer is entitled to withdraw from the charter contract insofar as the transportation services owed have not yet been provided and he or the passengers have no interest in a partial service.

12.1.2. In the cases mentioned in Clause 12.1.2, Air Augsburg will the passengers immediately that the flight or the flight journey cannot be carried out.

12.1.3. In the event of withdrawal from the charter contract, Air Augsburg will immediately refund the charter price paid by the customer or ancillary costs paid, insofar as these are not attributable to the part of the transportation service already provided or insofar as ancillary costs have not already been incurred and are non-refundable.

12.1.4. Notwithstanding the provisions of Section 12.1.1, Air Augsburg will use its best endeavors to carry out the carriage with an aircraft suitable for the flight or the air journey, if possible of the same or comparable type. Should the replacement transportation lead to increased costs for Air Augsburg and must therefore increase the charter price or if this foreseeably leads to higher ancillary costs, Air Augsburg will obtain the customer's consent before carrying out flight or air travel. With the granting of consent, the increased charter price is agreed and the customer agrees to the increased additional costs.

13. Change of flight or flight journey

13.1.1. Air Augsburg is not obliged to agree to a request by the customer to change the flight or the flight journey (hereinafter "change request"), in particular as a change to the flight or flight journey requires the consent of the contracted air carrier or the respective service provider or the commissioning of another air carrier.

13.1.2. However, Air Augsburg will make every effort to comply with the change request. Should the change request lead to increased costs for Air Augsburg and should it therefore have to increase the charter price or should this foreseeably lead to higher additional costs, Air Augsburg shall obtain the customer's consent before carrying out the flight or air travel. With the granting of consent, the increased charter price is agreed and the customer agrees to the increased additional costs.

14. Liability

14.1. Liability of Air Augsburg

14.1.1. Air Augsburg shall be liable in accordance with the statutory provisions unless otherwise agreed below.

14.1.2. Air Augsburg is liable for the transportation of passengers and their baggage in accordance with the special liability regulations, insofar as they are applicable to the flight or air travel.

14.1.3. As a contractual carrier, Air Augsburg is not responsible for claims under Regulation (EC) No. 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

14.1.4. In the event that none of the special liability provisions with regard to the provision of the transportation service, the parties agree that the provisions of the Montreal Convention (MC) shall apply accordingly. This applies in particular with regard to the exemption from liability in favor of the air carrier pursuant to Art. 20 MC, the limitation of liability pursuant to Art. 21 para. 1 MC and the maximum limits of liability pursuant to Art. 22 MC.

14.1.5. For damages other than those regulated in the FM (e.g. due to incorrect advice or in connection with the provision of services), the parties agree on a maximum liability amount in the amount of Art. 22 I FM. The maximum amount of liability shall not apply if Air Augsburg or its vicarious agents have caused the damage intentionally or through gross negligence or for damage resulting from injury to life, limb or health.

14.1.6. The provisions of Section 14.1.5 above shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, breach of duties arising from the contractual obligation or . They also apply to claims for compensation for futile expenses.

14.2. Liability of the customer

14.2.1. The customer shall be liable in accordance with the statutory provisions.

14.2.2. The customer is responsible for any fault on the part of passengers who are entitled to transportation under the charter contract, analogous to § 276 BGB (liability for vicarious agents).

15. Force majeure

15.1. A case of force majeure is any unforeseeable, serious event, such as war, terrorist conflict, epidemics or labor disputes, which is beyond the control of Air Augsburg and which prevents Air Augsburg from fulfilling its obligations in whole or in part.

These are in particular:

- Bad weather, traffic restrictions, unforeseeable technical faults on the aircraft for which Air Augsburg is not responsible or circumstances which result in the aircraft not being airworthy or otherwise not being ready for operation,
- fire damage, floods, strikes as well as operational disruptions or official orders and lawful lockouts for which they are not responsible

- War, civil war, civil unrest or warlike events and those arising independently of the state of war from the enemy's use of instruments of war as a consequence of one of these dangers;
- terrorist or political acts of violence, regardless of the number of persons involved. This includes any action by persons or groups of persons to achieve political, religious, ethnic, ideological or similar goals that are likely to spread fear and terror among the population or parts of the population and thereby exert influence on a government or state institution or part thereof;
- Epidemics and pandemics;
- Dangers of nuclear energy or other ionizing radiation;
- any sanction or prohibition imposed by a state, country, international governmental organization or other competent authority which prevents the performance of a contractual obligation; or any other act of the aforementioned institutions which prevents the performance of a contractual obligation and the cause of which lies outside the sphere of influence of Air Augsburg.

15.2. In the event that Air Augsburg is prevented from fulfilling its contractual obligations, Air Augsburg must notify the customer immediately of the occurrence and, if applicable, the subsequent cessation of force majeure. Air Augsburg shall make every effort to eliminate or minimize the effects of force majeure.

15.3. In the event of force majeure, the contracting parties undertake to adapt the contract to the changed circumstances in good faith. For the duration of the force majeure and insofar as the force majeure prevents or restricts the fulfillment of Air Augsburg's obligations, Air Augsburg shall be released from its contractual obligations and shall not owe any compensation in this respect. In addition, Air Augsburg may withdraw from the contract if it is foreseeable that an agreed fulfillment date will be exceeded by more than seven (7) days.

15.4. Services already rendered up to the occurrence of force majeure shall be reimbursed by the customer, as shall any ancillary costs incurred up to that point.

16. Withdrawal (Cancellation)

16.1. Until the transportation service has been provided in full, the customer may withdraw from the contract (cancel) with regard to the part of the transportation service not yet provided in accordance with § 648 BGB by sending a declaration of withdrawal in text form to Air Augsburg. In the event of withdrawal by the customer, the customer shall be obliged to pay cancellation fees, insofar as this has been stated in the charter offer and thus agreed. If no cancellation fees have been agreed, Air Augsburg's claim to payment of the charter price shall be governed by the statutory provisions, in particular § 648 BGB.

16.2. The statutory provisions on withdrawal from the contract of carriage remain unaffected.

17. Consumer dispute resolution

17.1. The EU Commission has set up a website for online dispute resolution between businesses and consumers (ODR platform), which consumers can access at http://ec.europa.eu/consumers/odr/.

17.2. Air Augsburg is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

18. Data protection

18.1. In order to fulfill the transport obligation, it is necessary for Air Augsburg to process personal data within the meaning of Art. 4 of the General Data Protection Regulation (GDPR) in whole or in part by automated means or - in the case of non-automated processing - to store personal data in a file system. The customer gives his consent to this in accordance with Art. 6 para. 1 a GDPR, insofar as processing or storage is not already lawful for other reasons in accordance with Art. 6 para. 1.

18.2. Insofar as Air Augsburg processes or stores personal data of passengers in the aforementioned sense in order to fulfill the transport obligation, Air Augsburg will obtain their consent in accordance with Art. 6 para. 1 a GDPR.

18.3. Air Augsburg is obliged to provide each passenger with the **attached** as **Annex 3**.
" **Privacy Notice for Air Augsburg and Passengers** ".

19. Final provisions

19.1. If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from or in connection with the charter contract shall be Augsburg or the customer's registered office, at Air Augsburg's discretion. However, the exclusive place of jurisdiction for legal action against Air Augsburg shall be Augsburg. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

19.2. The charter contract is subject to the law of the Federal Republic of Germany.

19.3. The charter contract represents the entire agreement between the contracting parties. Amendments and additions to the charter contract must be made in writing. The waiver of this formal requirement must also be in text form.

19.4. The customer shall only be entitled to set-off insofar as his claim is undisputed or has been legally established. The customer is not entitled to assign rights arising from the charter contract without the prior written consent of Air Augsburg. § Section 354 a HGB remains unaffected by this.

19.5. Air Augsburg is entitled to use subcontractors.

19.6. The charter price and the terms of payment are confidential and may not disclosed to third parties without the prior consent of Air Augsburg. Excluded from this are third parties who are consulted by the respective party as professional advisors or to whom there is a legal obligation to disclose.

AIR AUGSBURG
CHARTER

Annex 1 - Liability of air carriers for passengers and their baggage

Summary of the regulations in accordance with Regulation (EC) 2027/97.

This notice summarizes the liability rules to be applied by Community air carriers in accordance with Community legislation and the FMC.

1. Compensation for death or personal injury

There is no maximum amount for liability for death or personal injury of passengers. For damages up to an amount of 128,821 SDRs (rounded to EUR 158,660 as at 30.04.2025), the air carrier may not raise any objections to claims for damages. The air carrier can avert claims exceeding this amount by proving that it has not acted negligently or otherwise culpably.

2. Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment within 15 days of identifying the person entitled to compensation in order to immediate economic needs. In the event of death, this advance payment shall not be less than 16,000 SDRs (rounded to EUR 19,706 as at 30.04.2025).

3. Delays in the transportation of passengers

The air carrier is liable for damage caused by delay in the carriage of passengers unless it has taken 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 5,346 SDRs (rounded to EUR 6,584 as at 30.04.2025).

4. Delays in the transportation of baggage

The air carrier is liable for damage caused by delay in the carriage of baggage 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 carriage of baggage is limited to 1,288 SDRs (rounded to EUR 1,586 as at 30.04.2025).

5. Destruction, loss or damage to luggage

The air carrier is liable for the destruction, loss or damage of baggage up to an amount of 1,288 SDRs (rounded to EUR 1,586 as at 30.04.2025).

In the case of checked baggage, liability exists regardless of fault, unless the baggage was already damaged beforehand. In the case of unchecked baggage, the air carrier is only liable for culpable conduct.

AIR AUGSBURG
CHARTER

6. Higher liability limit for luggage

A higher liability limit applies if the passenger makes a special declaration at the latest at check-in and pays a surcharge.

7. Complaints about luggage

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 event of damage to checked baggage, the passenger must report this in writing within seven days, and in the case of delayed baggage within 21 days of the baggage being made available to him.

8. Liability of the contracting and operating air carrier

If the operating air carrier not the same as the contracting air carrier, the passenger may address his complaint or claim for compensation to either of the two carriers.

9. Time limits for legal action

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

10. 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.

AIR AUGSBURG
CHARTER

Appendix 2 - Information about transportation of unsuitable or restricted baggage

The following list of unsuitable or restricted items is not exhaustive.

- Objects and substances that are capable of endangering crew members, passengers, other persons or the aircraft as well as third party property,
- The dangerous goods listed in the ICAO T.I.. These include, in particular, explosives, compressed gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic or aggressive substances and also liquid substances of any kind (with the exception of liquids carried by the passenger in his hand baggage for consumption and use during the journey).
- Individual lithium batteries or lithium accumulators (as used in electronic consumer goods such as laptop computers, cell phones, watches, cameras, etc.) may only be carried in hand baggage. A maximum of two individual lithium batteries or accumulators with a watt-hour capacity of up to 160Wh may be carried as replacement cells for electronic consumer goods. The transportation of individual batteries or accumulators with a watt-hour output of 100 Wh to 160 Wh requires the approval of the aircraft commander.
- If the passenger carries weapons of any kind on his body or in his luggage, in particular (a) (b) ammunition and explosive substances, (c) objects which by their external form or marking give the appearance of weapons, ammunition or explosive substances, must be reported to the air carrier or the captain of the aircraft used before the start of the journey. The carriage of such items is only permitted they are carried as checked baggage in accordance with the provisions on the carriage of dangerous goods.
- Objects which, in the opinion of the air carrier or the captain of the aircraft used for carriage, are unsuitable for carriage due to their weight, size or nature.
- Animals, dogs, cats, domestic birds and other pets and farm animals may only be brought on board or transported with the consent of the air carrier and the captain of the aircraft. If consent is given, carriage is subject to the condition that the animals are accompanied by valid health and vaccination certificates, entry permits and other entry or transit documents required by the respective countries and, unless they are recognized assistance dogs or assistance animals, are properly enclosed in shipping cages or approved transport containers. The air carrier and the captain of the aircraft are entitled to determine the type and manner of transportation and to limit the number of animals permitted on a flight.
- Other items listed in the Annex to Regulation (EC) No 2320/2002 establishing common rules in the field of civil aviation security.
- Substances that fall under the Narcotics Act (BtMG) of the Federal Republic of Germany.

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Appendix 3 – Privacy Notice for Air Augsburg and Passengers

The following data protection information applies from 30 May 2025 and is based on the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation – “GDPR”).

Who is the Data Controller?
Air Augsburg GmbH, Edisonstraße 6, D-86399 Bobingen, Germany (hereinafter also referred to as "Air Augsburg", "we", or "us") hereby informs you how your personal data is processed in connection with our services.

Who can I contact?
If you have any further questions about data protection in connection with our website or the services offered there, please contact the Data Protection Officer of Air Augsburg GmbH:

Please direct any information requests to our Data Protection Officer at the following postal address:
Air Augsburg GmbH
Data Disclosure
D-86399 Bobingen
or via email at: **datenschutz@airaugsburg.com**

Please note that if you contact us via email, the correspondence is not encrypted.

Why do we process your data (purpose of processing) and what is the legal basis?
We process personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

We process personal data for the performance of contractual obligations pursuant to Art. 6(1)(b) GDPR. This includes in particular:

- Sale, rebooking, and refund of flight tickets
- Sale and provision of flight-related services, e.g. delivery of à-la-carte menus, in-flight meals, and baggage services
- Customer communication, e.g. sending booking confirmations and providing flight-related information
- Management of the check-in and boarding process, from invitation and document verification to processing of waiting lists and baggage handling
- Collection and transmission of contact data required by local authorities due to mandatory legal provisions and thus necessary for fulfilling the transport contract
- Lounge access
- Receiving and handling customer feedback and inquiries

We also process your data to safeguard our legitimate interests in accordance with Art. 6(1)(f) GDPR, for example:

- To send you relevant information regarding your booked flight and destination
- For the prevention, investigation, and prosecution of crimes such as credit card or identity fraud, or misuse of discounts and special fare offers

- To assert legal claims, including debt collection and legal defense in case of disputes
- For audit purposes
- To ensure IT security, the operation of IT systems, and airline operations, including data use for testing purposes

- To anonymize personal data and use it subsequently for training purposes involving artificial intelligence, such as chatbots
- To ensure flight safety
- For advertising purposes, unless you have objected to the use of your data
- To create aviation statistics
- To compile statistics for improving our products and services. In individual cases, we create customer profiles for this purpose using reservation data; however, these profiles are immediately anonymized and not used for evaluating or predicting personal preferences
- To communicate with you if there is an existing or prospective business relationship with you or your employer (business contacts)
- For planning support services and optimizing punctuality

We process your data based on your consent pursuant to Art. 6(1)(a) GDPR for specific purposes, in particular:

- To send newsletters with regular offers from Air Augsburg
- To receive targeted information and offers from Air Augsburg and partner companies
- For market research and customer surveys
- For personalized use of the website and tailored offers, including profiling
- To support processes related to website use
- For analytical purposes to optimize our services

We process your data to verify COVID-19 related travel documents. This is based on your consent to the verification of such documents pursuant to Art. 9(2)(a) GDPR.

Any consent given may be withdrawn at any time. This also applies to consent given before the GDPR came into effect, i.e. before 30 May 2025. The withdrawal of consent does not affect the lawfulness of processing prior to the withdrawal.

On what obligations is the processing of your data based?
We process passenger data based on legal obligations pursuant to Art. 6(1)(c) GDPR.

Where legally required, we process personal data to fulfill our commercial and tax retention obligations or legal security requirements (e.g. § 7 of the German Aviation Security Act – LuftSiG). For details on retention periods, refer to the section “Data Retention Period”.

Transmission of data to immigration authorities:

- Based on the German Act on the Processing of Passenger Name Record Data for the Implementation of Directive (EU) 2016/681 (Fluggastdatengesetz – FlugDaG)
- Based on the Trade and Cooperation Agreement between the EU and the United Kingdom
- API data (Advance Passenger Information), pursuant to Directive 2004/82/EC, transmitted to certain countries (e.g. the USA) to meet entry and exit requirements
- Insofar as we are obliged to participate in international travel control measures

Transmission to health authorities:

- For pandemic control purposes

We process passenger data based on our legal obligations pursuant to Art. 9(2)(g) GDPR.

Where legally required, we process personal data to verify your health status as necessary for entry into the relevant country.

Which personal data must you provide?
Where the provision of data is required by law or contract, the corresponding fields on our online forms are marked as mandatory. These must be completed to allow us to provide the desired contract or service.

How long are your data stored?
Your personal data are deleted once they are no longer necessary for the stated purposes. However, we may be obliged to retain your data until the end of statutory retention periods (e.g. under the German Commercial Code, Tax Code, or Anti-Money Laundering Act), generally six to ten years. For the establishment, exercise, or defense of legal claims, we may retain your data until the expiration of applicable limitation periods (generally three years, up to 30 years in some cases). After these periods, data are routinely deleted.

Who receives your data?
Depending on the legal basis (contractual fulfillment, legitimate interest, consent, or legal obligation), your data may be shared with the following categories of recipients:

- Affiliates of Air Augsburg pursuant to § 15 of the German Stock Corporation Act (AktG)
- Contracted processors, e.g. ground handling service providers and additional service providers
- Other airlines and ground transport service providers involved in transport
- Other service providers, e.g. for website provision, newsletter distribution, feedback processing, or aviation statistics
- Public authorities and agencies, e.g. based on immigration laws or criminal investigations

Personal data may be transferred to third countries or international organizations. Appropriate safeguards in accordance with legal requirements are in place to protect your data.

Where there is no legal basis or adequacy decision by the European Commission, EU Standard Contractual Clauses are used.

More information on EU Standard Contractual Clauses can be found in Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

What are your data protection rights?
Air Augsburg is committed to fair and transparent data processing. You have the following rights under the GDPR, provided legal requirements are met:

- Right of access (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR)
- Right to erasure (“right to be forgotten”) (Art. 17 GDPR)
- Right to restriction of processing (Art. 18 GDPR)
- Right to data portability (Art. 20 GDPR)
- Right to object (Art. 21 GDPR)

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To exercise your rights, email **datenschutz@airaugsburg.com** and include the following:

- Name
- Postal address
- Email address

If you send a copy of your ID, please black out all information except your first name, last name, and address.

Please note that we will use your personal data to process your request and verify your identity in accordance with Art. 6(1)(c) GDPR.

You also have the right to lodge a complaint with a supervisory authority pursuant to Art. 77 GDPR in conjunction with § 19 BDSG. The supervisory authority responsible for Air Augsburg is:

Bayerisches Landesamt für Datenschutzaufsicht
Postfach 1349
91504 Ansbach
Germany

Information on your right to object under Art. 21 GDPR
You have the right to object at any time, on grounds relating to your particular situation, to the processing of your personal data based on Art. 6(1)(e) or (f) GDPR, including profiling based on those provisions.

We will cease processing your data unless we can demonstrate compelling legitimate grounds that override your interests, rights, and freedoms, or where processing is necessary for the establishment, exercise, or defense of legal claims.

Where your personal data are processed for direct marketing purposes, you have the right to object at any time. This also applies to profiling related to direct marketing.

If you object to processing for direct marketing, we will no longer process your data for such purposes.

Your right to object regarding the use of information society services may be exercised using automated means based on technical specifications, notwithstanding Directive 2002/58/EC.