

GENERAL TERMS OF CHARTERING

Dear Customer The following provisions are an essential part of the broker agreement (chartering agreement) between you as customer and us as a chartering broker. They supplement the legal regulations §§ 675, 631 ff. German Civil Code that are applicable here and complete them. IQJETS is not an airline and does not operate, maintain or own any charter planes. We solely act as a broker for the chartering of airplanes.

1. Conclusion of Contract

1.1 With your booking order, which can be placed orally, in writing, by phone, by fax or electronically (email/Internet), you offer us the firm conclusion of an broker agreement involving chartering services, which comes into effect after our declaration of acceptance. The conclusion of contract is not bound to any certain form. If the order is placed electronically, we principally only initially confirm receipt of your order electronically. A confirmation of receipt does not represent an acceptance of the broker agreement.

1.2 When acting as an broker for charter services, this does not form the basis for a charter agreement in terms of Charter Contract Law. The act of mediating merely covers the mediating of an agreement between you and the desired airline (service provider). For this reason, agreements on behalf of the charterer are concluded subject to the terms and the limitations of liability of the chartered airline.

1.3 For the contractual relationship between you and the airline, the airline's General Terms of Carriage as well as the legal stipulations of the corresponding airworthiness certificates of the chartered airlines by the corresponding authorities and further permits or certificates that are necessary for the flight apply, according to the laws of the state where the airplane is registered or other states to be flown over – insofar as applicable to the respective flight – as well as the provisions of the Montreal Agreement.

2. Obligations of Contract of Charter Broker

2.1 Our contractual duty to perform comprises the execution of the charter agreement to be mediated, the charter agreement concluded between us and the corresponding advice.

2.2 We have the right to deviate from your booking specifications if, according to the circumstances, we may presume that you would approve of the deviation. This only applies insofar as it is not possible for us to inform you of the deviation in advance and to ask for your decision, especially if the time delay caused by this would endanger the performance of your unconditionally concluded broker agreement or would make it impossible.

2.3 When disclosing details and information, we are liable in the scope of law and the contractual agreements for the correct

choice of the source of information and the proper disclosure of the information to you. An agreement on the obligation to provide information with a contractual primary obligation to provide information is only concluded with a corresponding express agreement.

2.4 IQJETS does not act as an air transport company and therefore does not assume liability for injuries, damages, death, loss, accident or delays caused by action or failure of the airline company or third parties in conjunction with the broker agreement.

3. Entry Regulations, Visa and Insurance

3.1 Please observe the information provided by the respective airline on passport, visa and health regulations including the deadlines for obtaining documents possibly necessary. It is your responsibility to obtain passport, visa and health documents. All disadvantages arising from the non-compliance to these regulations go to your detriment unless the non-compliance is caused by the culpable provision of wrong or no information by us.

3.2 A corresponding duty of disclosure or duty to provide information only exists for us if particular circumstances known or recognizable to us make it necessary to provide express information.

3.3 Corresponding duties to provide information on our part are restricted to providing information from suitable sources of information, in particular from up-to-date, sources usual for this line of business or the disclosure of information from foreign embassies, consulates or tourism authorities. In this respect, we have no particular duty to enquire without express agreements to this effect. We can also fulfil our duty to provide information by pointing out to you the necessity to make your own particular enquiries at the appropriate sources of information.

3.5 The preceding provisions accordingly apply in relation to the information about customs regulations, entry regulations of the health policy as well as in relation to prophylactic health provisions by you and your travellers.

3.6 We recommend the conclusion of travel cancellation insurance as well as an insurance policy to cover the costs of return transport in the event of an accident or illness. There is no further duty to provide information about other insurance possibilities, scope of insurance, insurance cover and terms of insurance

of travel insurance policies.

3.7 We are not obliged to obtain visas or other documents necessary for travel without particular express agreement in writing.

3.8 We are not liable for the issuance of visas and other documents and for their punctual arrival unless the circumstances leading to the non-issuance or late arrival were caused by us culpably or we contributed towards them.

4. Terms of Carriage

Solely the General Terms of Business and the Terms of Carriage of the respectively named airline (service provider), which you can find in printed form in the brochure, catalogue or on the website of the respective airline, which you usually have at hand, solely apply for the performance as well as payment of the charter services merely procured by us. When booking by phone or in writing as well when booking by email, you can also forebear the possibility of taking note of the contents of these General Terms of Business in advance if you nevertheless agree to the validity of them, in order to immediately conclude the binding agreement on charter services.

4.1 If the departure of the flight is hindered or delayed by you or anybody acting in his name including (but not restricted to) passengers who have not arrived 20 minutes prior to the scheduled time of departure, the flight can at our discretion, and without any liability whatsoever, depart as scheduled and we or the chartered airline can cancel this contract or the flight concerned and cancellation fees will be applied in accordance with the charter agreement.

4.2 Should the airplane no longer be available or be inoperable prior to the scheduled time of departure, IQJETS can, at their own discretion, offer appropriate assistance in finding a suitable replacement airplane.

4.3 Should, for reasons that are not under the influence of the airline, an airplane be redirected from its destination, then the flight is regarded as completed when the airplane lands at another destination.

4.4 Should the chartered airline for any reason (including bankruptcy or a financial ruin that affects the chartered airline), not be in the position to render the agreed services, only the chartered airline can be of assistance.

5. Charter Price and Payments

5.1 The customer must pay the "charter price" to IQJETS immediately on demand by

bank transfer into the given bank account and additional fees or amounts are due and to be paid immediately on receipt of the invoice in accordance with the charter agreement. Payments must be effected within five (5) workdays, but at least two (2) workdays prior to the first departure. The usual credit cards are accepted for payment, possible surcharges, however, and an additional handling fee amounting to 5% will be invoiced to the customer. Insofar as not otherwise agreed upon and stated on the invoice, all payments are to be effected prior to departure. All payments are to be made in Euros without deductions such as offsetting, counterclaims, discount, reduction or retention.

5.2 The charter price includes the costs during the charter flight such as fuel, oil, maintenance, landing, hangar, ground handling and the wages and expenses of the flight staff. All other costs including (but not restricted to) charges, ground charges, duties, clearing charges, luggage check charges, customs duties, taxes, airport and passenger taxes, ground and cabin staff, accommodation are solely invoiced to the customer, insofar as not otherwise specified in the charter agreement.

5.3 If a payment has not been received by the time stated in 5.1, IQJETS can, irrespective of the delay, discontinue services and cancel the agreement without any further liability to the customer. The term of payment represents an essential part of the agreement.

5.4 We provide an online service for the purpose of finding prices and reservations for the chartering of airplanes. You can find the estimated prices on the www.ijets.com website. They are provisional and do not include VAT (insofar as available). The estimated prices are calculated in Euros and include the positioning of the airplane and landing charges (where applicable). All estimated prices are to be understood subject to the availability of the airplanes, availability of the cabin staff, flight restrictions to non-flight periods, traffic laws, available landing slots, opening hours of the airports and night surcharges (if applicable). Estimated flight times are calculated by means of the airplanes chosen and the average cruising speed and do not include any times for refuelling stops (where applicable), ground taxis and possible alternative routes.

6 Amendment Fees and Cancellation Fees
6.1 As the booking broker, we are usually charged the costs of the booked transport by the service provider. In this respect, we are obliged and authorized to collect the transport price for the service provider and to claim it in our own name at or out of court. Any remuneration effected, as the case may be, by the service provider to us has no influence on the price you have to pay. Other means of payment, however, are not excluded by this; they always conform to the service provider's terms.

6.2 If you consider it necessary to cancel or amend the charter agreement in part or

as a whole, inform IQJETS or the chartered airline immediately. Amendment fees/cancellation fees incurred: These fees increase the later the cancellation or amendment is made and can amount to 100%. The cancellation and amendment fees applied are stated in the charter agreement.

6.3 In the event of a customer cancelling a booked flight, a passenger being late and/or customer that leads to the airline having to cancel the booked flight, non-appearance of the customer and/or passenger or customer and/or passenger refusing to participate in the flight according to the captain's instructions or according to the General Terms of Agreement, and/or for reasons of flight safety, that leads to the captain considering it necessary to cancel the scheduled flight, the following cancellation fees apply, to be paid by the customer. 10% of the charter price if the cancellation is received one week prior to the flight at the latest. 30% of the charter price if the cancellation is received 72 hours prior to the scheduled departure at the latest.

50% of the charter price if the cancellation is received 48 hours prior to the scheduled departure at the latest.

70% of the charter price if the cancellation is received 24 hours prior to the scheduled departure at the latest.

100% of the charter price if the cancellation is less than 24 hours prior to the scheduled departure.

7 Reimbursement of Expenses

7.1 We have the right to demand payment in accordance with the terms of payment of the airline insofar as they are available.

7.2 We have the right but are not obliged to advance the payments of the charter price you have to make to the service provider in full or in part insofar as we consider this necessary in the scope of executing the booking order and in order to reach the purpose of performance in accordance with your presumed will.

7.3 Even in the case of cancelling the charter agreement (cancellation), we can demand payments made on your behalf or payments still due by you (cancellation fees) to the service provider. This reimbursement can amount to the full price of the charter service; incidentally, it is based on the General Terms of Business and Carriage of the airline concerned. We are not obliged to check the grounds for and amount of the compensation for cancellation or cancellation fees passed on to you in this way. It is your duty provide evidence to the service provider that no or significantly less damage than the cancellation fee stated by the service provider was incurred.

7.4 We have no influence on price changes by the airline. We have the right to pass on price changes that have occurred and permissible claims if we are charged the corresponding fees by the airline.

7.5 We can demand reimbursement of fees incurred according to the preceding items 6.1 to 6.4 from you without express agreement on the legal basis of the reimbursement of expenses.

7.6 You cannot counter any claims against the chartered airline against our claim for the reimbursement of expenses, in particular due to the insufficient fulfilment of the mediated charter agreement, namely neither by means of retention nor offsetting. This does not apply insofar as we have caused or have contributed towards a culpable breach of our own contractual duties or are liable to you for any counter claims asserted by you for any other reason.

8 Cancellation by the Airline or the Charter Broker

The airline or the charter broker also has the right under the following conditions to withdraw from the contract or cancel the contract:

- a) Without observing a time limit if the traveller continues to disturb the performance of the flight despite a call to order, his behaviour endangers others or behaves contrary to the contract in any other way;
- b) Without observing a time limit if the performance of the flight is significantly impeded, endangered or affected adversely due to forces or strikes unforeseeable at the conclusion of contract;
- c) The customer discontinues in full or to a large part his business activities or threatens to interrupt or discontinue them;
- d) If IQJETS is of the justified opinion or if it is probable that the customer will harm the esteem of IQJETS or weaken its trading position;
- e) If necessary permits and authorizations required for the performance of the flight probably cannot be obtained in time according to the judgement of IQJETS.

9 Payment of the Charter Broker

9.1 We have the right to demand a special fee from you for our services insofar as this is agreed. Such a fee agreement can be concluded by a written indication on our part.

10 Travel Documents

10.1 Together with you, we are obliged to check the contract and charter documents issued by the airline and passed on to you, in particular the correctness and completeness of confirmations of booking and other charter documents, especially in view of the consistency to the booking and the charter agreement. In doing so, you are obliged to complain to us without delay on the event of recognizable mistakes, deviations, missing documents or other discrepancies. If you do not comply with this obligation, then a pos-

sible claim for compensation according to the legal regulations of the duty to avert, minimize or mitigate loss (§ 254 German Civil Code) can be restricted or fully excluded. Liability to pay compensation on our part does not apply at all if the circumstances described here were not recognizable for us and we were not responsible for them.

11 Complaints

11.1 We expressly point out that charter agreement guarantee claims, compensation claims from the carriage agreement and charter insurance regulation claims made in due time cannot be asserted against us. In the event of complaints or any other assertions of claims against the chartered airline or insurance company, our obligation is restricted to the provision of all information and documents that are of importance, in particular the disclosure of names and addresses of the service providers or insurance companies. Particularly, we are not obliged to accept and/or pass on corresponding declarations or documents. Should we, however, on the grounds of a special agreement, take over the task of passing on written claims against the service provider or insurance company concerned in due time, we are only reliable for the punctual receipt by the recipient if we ourselves have caused a failure to observe a time limit intentionally or grossly negligently.

11.2 We are neither obliged nor allowed to give you advice regarding possible claims against the chartered airline or insurance company, e.g. in particular regarding the type, extent, amount, conditions for claims and time limits to be adhered to or other legal regulations. In this respect, we refer you to the airline's General Terms of Business and Carriage and, in addition, in the case of flight carriage services, to the information about flight passenger rights in the event of overbooking, cancelling, delays and late arrivals, damage to passengers and luggage published on the website <http://www.lba.de>.

12 Liability of the Charter Broker

12.1 Insofar as we have not assumed a corresponding contractual obligation without an express agreement, we are not liable for the conclusion of agreements with the airline to be chartered and corresponding with your booking request.

12.2 Without an agreement expressly referring to this or promises, we, as charter broker, are not even liable for shortcomings arising in the performance of the service and damage to persons or property occurring to you in connection with the chartered travel service.

12.3 Possible own liability on our part arising from the culpable breach of our obligations as a broker shall remain unaffected by the preceding provisions.

12.4 Our liability as charter broker is limited to intent and gross negligence insofar as we do not breach our primary contractual duties or claims from the broker agreement for injury to life, body or health are concerned.

12.5 We are not liable for economic damage or consequential damage, indirect or special damage or loss (including losses in profit or expected savings) arising from or in connection with the performance or non-fulfilment of a flight or other obligation of IQJETS in the scope of this agreement and the entire liability of IQJETS from or in connection with this agreement.

13 Exclusion of Claims and Expiry

13.1 Claims against us due to the performance of counter-contractual charter broker services are to be asserted against us within an exclusion period of three months after the appearance of the claim and the recognition of the circumstances from which claims could result. After the expiry of this time limit, claims can only be asserted in the event that you were not to blame for being prevented from observing the time limit.

13.2 Your claims from the broker agreement, in particular those due to a breach of duties from the charter agreement, expire in one year beginning with the end of the year in which the claim appeared and you have or must have become knowledgeable of the circumstances justifying the claim without gross negligence, unless these claims are based on injury to life, body or health or an intentional or grossly negligent breach on our part.

14 Data Policy

14.1 The personal data made available to us is electronically collected, stored and processed, passed on to the airline insofar as this is necessary to fulfil the agreement.

14.2 We would like to inform you in writing, by phone and/or by electronic post about the latest offers in the future and assume your consent insofar as it is not recognizable to us that you do not wish such information and you do not make use of the possibility to disagree to the use of your data. If you do not wish information to be sent, please inform us at the address stated below.

15 Choice of Law, Court of Jurisdiction, Severability Clause

15.1 Solely German law applies to the entire legal and contractual relationship between you as customer and us as charter broker.

15.2 In the event of claims against us as charter broker, our court of jurisdiction is Munich.

15.3 In the event of claims by the charter broker against the customer, the domicile of the customer is decisive. For claims against cus-

tomers, businessmen, corporate bodies under public or private law with their domicile or common place of residence abroad or whose domicile is unknown at the time of asserting the claim, the registered office of the charter broker's court of jurisdiction is regarded as agreed upon. 15.4 Should one provision of these General Terms of Chartering be or become invalid, the validity of the chartering agreement or all other provisions shall remain unaffected.



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