

General Terms of Business
CCF manager airline GmbH
Valid from: 22 September 2006

GENERAL

In addition to legal regulations the following terms of business are part of the charter agreement between the contract partners:

1. Booking and Payment

- 1.1 Booking may be made in writing, verbal or by phone.
A booking becomes obligatory through:
- client's receipt of carrier's confirmation of a given order,
- client placing an order in writing or
- a charter contract.
The total amount of the agreed charter price shall be credited to carrier's account no later than 3 working days before flight, and at the latest, prior to boarding.
- 1.2 If the time period between confirmed booking and date of flight is greater than 8 weeks, carrier reserves the right to modify the charter price to allow for any increase in fuel costs, airport fees etc. If the price increase is greater than 10 % of the agreed charter price, both sides may cancel the contract within 10 days.

2. Transport Services

- 2.1 Time schedules as indicated in carrier's confirmation of given order or the charter contract are binding for the carrier. Carrier can only held liable for delays and other disturbances during flight operations in case of own responsibility according to § 8. Passengers have to take care of arriving in good time prior to departure. Carrier cannot be held liable for delays caused through late arrival of passengers.
- 2.2 Transportation of unaccompanied children under the age of 12 years requires prior agreement by carrier.
- 2.3 Carrier reserves the right to refuse transportation of passengers and/or goods, if:
- a) this measure is required for reasons of safety and/or order;
 - b) this measure is required to avoid an offence against regulations of the states to be departed from, overflowed or landed at;
 - c) passenger's behavior, condition or mental or physical state of health is in such a manner that:
 - he requires special support through the carrier which pilots cannot provide or could only provide through unacceptable expenditure;
 - he causes considerable and/or repeated disturbances or his presence would be unacceptable to other passengers;
 - if he endangers himself, other persons or objects.
- 2.4 Should the aircraft had to perform an alternate landing because of e.g. weather conditions, the aircraft will be repositioned to the original planned airport solely at customer's request and expense. If the aircraft remains at the alternate airport for it's next leg or flight back home, any not used charter costs will be credited or refunded to customer.
- 2.5 Should – even after closing of this contract – a route change, being beyond carrier's influencing control, become necessary, any hereby induced additional flying time respectively additional cost shall be borne by charterer.
- 2.6 In case of unavailability carrier may substitute the booked aircraft by an adequate type of aircraft.

3. Baggage

- 3.1 Every passenger may carry 7 kg of baggage.
- 3.2 For safety reasons, dangerous articles such as those listed below, must not be carried in passenger's baggage:
- a) any materials which may endanger the aircraft, it's interior or passengers, especially explosives, compressed gases, oxidizing, radioactive, magnetizing, flammable, toxic or aggressive substances, furthermore liquids of all kind (except those liquids being carried by passenger in hand baggage to be used during flight);
 - b) any objects prohibited by the states to depart from, to be overflowed or to land at;
 - c) live animals. Pets may be carried after previous agreement.
- 3.3 If passenger/client wishes to carry either on person or in baggage weapons of any kind, especially guns, slashing or thrust weapons or spraying devices of any kind, to be used for attack or defense, or objects which may give the impression of weapons, ammunition or explosive materials, he has to inform the carrier upon booking, and at the latest, in good time prior to departure. The carrier may transport such items if they are carried as cargo or checked baggage according to the dangerous goods regulations. Especially weapons and ammunition are to be packed separately. The above does not apply to Police Officers or other certified security personnel being authorized to carry weapons for fulfillment of their duties. These persons have to secure their weapons in a manner, that they can be fired unintentional by no means.

4. Immigration and Customs Formalities

- 4.1 Passenger/client himself/itself is responsible for all official and personal documents required for the planned flight.
- 4.2 Client is liable to the carrier for expenses of any kind arising from neglect of entry requirements by the passengers.
- 4.3 If a passenger by order of the authorities has to be carried back to his place of departure or any other place because of refusal to travel over or enter, the client has to pay for that additional transport. Carrier may use passenger's cash being in carrier's possession, or overpayment of client for not used transportation to cover the

fees for above additional flights. Any payment for flight to the place of rejection is not refundable.

- 4.4 Passenger has to attend the search of his baggage through Customs or Security Officers upon their request. Carrier cannot be held liable for damage resulting from neglect of applicable regulations.
- 4.5 Carrier will not be liable for refusing the transportation of a passenger when in good faith one has to assume that authoritative regulations do not permit the transportation. This does not apply in case of premeditation and gross negligence by the carrier.

5. Services on Board

- 5.1 Current magazines and newspapers will be held available on board the aircraft.
- 5.2 Catering and free bar are on principle included in the charter price. For special wishes exceeding the cost of usual services a surcharge may apply.

6. Taxes, Duties, additional Services

Taxes, duties and any other fees being exacted through governmental agencies, any other authorities and/or airports in connection with passengers or their use of services, have to be paid extra, as far as not included in the charter price. Especially the following services are not included: VIP-Services, navigator costs, surcharges for airport extension, surcharges for customs services and fuel services outside the normal operation hours.
Furthermore not included are

- costs/expenditure for aircraft de-icing or preventive hangarage, as far as the safe operation of an ordered flight, including eventually required positioning flights, is concerned
- costs/expenditure for ferry flights because of no parking space being available at destination airport.

7. Cancellation of Booking / Contract

- 7.1 Passenger/client may cancel a booked flight or a contract at any time prior to departure. The time of incoming of the cancellation in carrier's business premises is authoritative. The cancellation must reach the carrier during common office-hours.
- 7.2 In case of cancellation through passenger/client the carrier is entitled to raise a flat cancellation fee, which is calculated from the agreed charter price as follows:
Upon cancellation
- until 72 hours prior to departure 10 %
 - until 24 hours prior to departure 20 %
 - until 12 hours prior to departure 30 %
 - within 12 hours prior to departure or no-show 50 %
- In case passengers board at other airports than Cologne (CGN) and therefore a positioning flight is required, the following conditions apply for the period of 24 hours prior to departure:
- upon cancellation within 24 but no later than 3 hours prior to departure for positioning flight 50 % of the agreed charter price
 - upon cancellation within 3 hours prior to departure for positioning flight 75 % of the agreed charter price
 - upon cancellation after aircraft has departed for positioning flight 100 % of the agreed charter price
- Passenger/client may prove that the detriment to the carrier was less than the charged cancellation fee.
- 7.3 In case the booked flight will be performed through subcontractor, this company's cancellation policy shall apply.

8. Liabilities and Limitations

- 8.1 Carrier is liable for the correct flight performance according to the Warsaw Convention regarding transport of passengers and baggage. Carrier cannot held liable for additional transportation expenditure caused by alternate landings as well as for flight cancellations and delays due to events on which carrier is having no influence, like strike, SLOTS, technical defects and Force Majeure. Passenger/client has to make every effort to keep appearing damage as low as possible and in particular has to inform the carrier about the possibility of the formation of an especially high damage. Any damage has to be reported to the carrier in writing immediately.
- 8.2 Carrier is not held liable for damages not caused by the carrier.
- 8.3 Claims resulting from transportation come under the statute of limitation 6 months after the agreed day of transportation, claims resulting from injuries or death come under the statute of limitation 3 years after the agreed date of transportation.
- 8.4 If the booked flight is performed through a subcontractor, this company's liability limitations shall apply.

9. Additional Agreements, Venue

- 9.1 Any additional agreements must be done in writing.
- 9.2 Any dispute arising under a charter contract shall be settled according to German law. Venue for both contract partners shall be Cologne, Germany.
- 9.3 In the event of differences between the English and the German text in these general terms, the German text shall be definitive.