



GENERAL TERMS AND CONDITIONS OF VOYAGE AIR

PREAMBLE

The General Terms and Conditions set forth hereunder shall govern all business relations, contracts and privities of contract between Voyage Air (subsequently referred to herein as: "Voyage Air") and its clients, users and customers (subsequently referred to herein as: "Customer").

Voyage Air hereby reserves the right to modify these Terms and Conditions from time to time in its sole discretion, without notice, and the latest version of Terms and Conditions shall control.

SECTION 1 BINDING CONTRACT

(1) Voyage Air offers transportation services in the area of commercial air transportation on demand.

(2) The Customer understands that the following Terms and Conditions shall be made part of any contract between Voyage Air and the Customer, as if fully stated therein, upon consummation of a Customer order. In no event shall any terms and conditions provided by the Customer bind Voyage Air

(3) These Terms and Conditions supersede any prior representation by Voyage Air in any advertising, catalogues, written documents and/or the webpage of Voyage Air or any agreements between the Customer and Voyage Air whether written or oral.

SECTION 2 FORMATION OF CONTRACT

(1) Offers for charter air services by Voyage Air are subject to change without notice. Voyage Air reserves the right to revoke offers even after such offers are received by the Customer until such offers are properly accepted by Customer in writing.

(2) Any oral declarations by Customer upon Voyage Air shall in no event bind Voyage Air in any way. Any agreement between Customer and Voyage Air must be in written form [according to Sec. 126b of the German Civil Code]. No binding contract shall be deemed to have been formed without an express agreement in writing. Voyage Air is entitled to renege any of its contractual duties, in the event it cannot confirm the identity of the Customer or communicate with the Customer. As a rule, Voyage Air shall assume this is the case, if the Customer is not a natural person or a natural person without a regular domicile in Germany.

(3) All contracts are subject to and expressly contingent upon Voyage Air obtaining all necessary rights for takeoff and landing, any and all applicable air traffic permits and other administrative authorizations. If such permits, authorizations, and/or rights are not acquired by Voyage Air for any reason whatsoever, Voyage Air is entitled to terminate the contract without any obligation to indemnify the Customer or otherwise refund any monies to the Customer and/or any third parties.

SECTION 3 PERFORMANCE OF CONTRACT AND LIABILITY

(1) It is understood by Customer that all times of departure and/or stated flight durations within an order confirmation of any agreement are approximations. In the case of delay or cancellation of the flight, Voyage Air shall only be held liable in the event prevention of such delay or cancellation was reasonably achievable or if Voyage Air did not undertake any measures to prevent such delay or cancellation. Voyage Air shall not be held liable for any delay or cancellation due to force majeure or other unforeseeable events, due to obstructions by public authorities or third parties or due to strike, lockout, war and warlike events. It shall be deemed as an unforeseeable event if a delay or cancellation is caused because a flight permit is not provided by the air traffic control.

(2) In the event of any delay by the Customer, Voyage Air shall make a reasonable effort to defer the departure. If a subsequent order is jeopardized by a delay of the Customer, Voyage Air is entitled to withdraw the aircraft without any substitute. In this case, the Customer has to pay the full agreed upon flight price.

(3) Voyage Air reserves the right to assign any or all of its duties hereunder to third parties.

(4) In the event of non availability of the selected aircraft for technical reasons, Voyage Air shall make a reasonable effort to procure a substitute aircraft with specifications that are reasonably equal to the originally selected aircraft, and, if necessary, Voyage Air reserves the right to substitute a lower-grade aircraft. In the event the Customer does not approve such substitution, Voyage Air shall be entitled to provide a substitute aircraft with specifications that are reasonably equal to the originally selected aircraft by sub-chartering through another air carrier. Additional costs caused hereby can be passed on to the Customer.

(5) In the event the Customer expressly requests such performance, Voyage Air may assist in its contractual duties to the benefit of third parties, provided that in no event shall any third parties in any way have any enforceable rights against Voyage Air, and further provided that the Customer shall make any such third parties fully aware that they are subject to all duties under Sections 5 through 6 of these General Terms and Conditions, subject to any information requirements under Section 11 paragraph 3, and subject to the notice requirements under Regulation NO°202/97 of the European Community.

(6) Voyage Air operates exclusively as a broker of flights.

This includes the brokerage of flight services and other individual services in the context of a business procurement according to German laws § 675 BGB.

Voyage Air transfers the execution of transport services to aeroways GmbH.

The flight will be operated by aeroways GmbH, an approved airline. Date, route, planned aircraft type, equipment, etc. are named to the respective offer subject to necessary changes.

The liability of Voyage Air and its agents for arranging air transport services for the carriage of passengers, cargo and / or baggage within and outside the European Community is subject to the limitations of the Air Traffic Act and the Montreal Air Traffic Convention

The liability of Voyage Air and its agents for consequential damages is in each case limited to gross negligence or intentional causation.

The provisions of the Montreal Air Traffic Agreement remain unaffected.

The liability of Voyage Air and its vicarious agents in the event of death, bodily injury or damage to health of a passenger is only governed by the German Aviation Act and the aeroways GmbH Terms of Business, in international carriage by the provisions of the Montreal Air Traffic Convention and the aeroways GmbH Terms and Conditions.

The liability of Voyage Air is not extended by Council Regulation (EC) No 2027/97 on the liability of air carriers in the event of an accident, since that scheme only applies to the operating carrier (aeroways GmbH). "

SECTION 4 THE FLIGHT

(1) Voyage Air must comply with any and all applicable air traffic regulations in carrying out any and all appointments. (2) The decision to carry out, cancel, or carry out any flight on a different route shall be in the sole discretion of the commandant of the aircraft.

(3) The commandant is entitled to cancel or abort a flight if the flight or any portions thereof cannot be carried out in accordance with any applicable legal and/or air traffic regulations e.g., lacking flight permissions, or if other conditions like weather, terror alerts or similar circumstances prohibit performance.

SECTION 5 CARRIAGE OF LUGGAGE

(1) The transportation agreement also applies to passenger baggage. Every passenger is entitled to carry items weighing up to 20 kg. The transportation of bigger and heavier items must be expressly agreed upon by Voyage Air in advance. The passengers are not allowed to carry the following items as passenger baggage:

- Without limitation, any items that may harm the aircraft or persons or items on board of the aircraft, especially explosives, gases, oxidizing, radioactive, magnetizing, inflammable, poisonous, corrosives or liquid materials of any kind, except for liquids carried by passengers in their hand baggage for personal use during the journey;
- Items that are prohibited from being transported as per the laws, rules, and/or regulations of any states that Voyage Air shall take-off from, fly over, or land in;
- Items that are, in the opinion of the captain, not appropriate for transportation due to their weight, their size, or their nature;
- Any animals, especially dogs, cats or other pets are only accepted upon prior announcement.

(2) Passengers carrying weapons, ammunition or explosives must expressly notify Voyage Air before the beginning of the flight. The same rule applies to items that give the impression (from their appearance or their identification) of being weapons, ammunitions or explosive materials. Voyage Air shall only permit transportation of such items if they are transported in accordance with any applicable rules governing the transport of dangerous goods, but only as checked-in luggage, not personal carry on luggage. The latter does not apply to policemen who are authorized and obligated to carry weapons according to their service duty, provided that such policemen surrender their weapon to the responsible captain at the beginning of the flight.

(3) As a strict rule, Voyage Air only transports luggage which belong to or can be assigned to specific, identifiable passengers.

SECTION 6 TRANSPORTATION OF THE PASSENGER

(1) All transport documents shall be issued by Voyage Air. The Customer is obligated to provide Voyage Air with all necessary information and documentation for that purpose. The Customer shall be held liable for all damages resulting from any false or incorrect information or from any omissions of information, documentation or forms issued late or improperly. The Customer is responsible for ensuring that all passengers have any and all travel documents necessary for entry and exit, such as passports, visas, vaccination certificates, etc. Voyage Air is entitled to deny any passenger transportation whose documents for entry and exit are incomplete. Voyage Air is not liable for any losses or expenditures resulting from the non-compliance with rules for entry and exit.

(2) Transport of children younger than 12 years without an accompanying adult requires the express permission of Voyage Air.

(3) Voyage Air may refuse transportation or continuation of transportation of any passenger or may cancel any reservation, if:

- Such measure is necessary for reasons of security and order;
- Such measure is necessary to avoid a conflict with the rules of states of take off, overflight and destination;
- Personal conduct, condition or state of health or state of mind is of a kind that the person suffers from infectious illness;
- the person requires special support from the airline which can not be granted by the captain, or if such support would cause disproportionate inconvenience;
- the person causes substantial or repeated annoyance, or his / her presence will be intolerable to other passengers;
- the person exposes himself /herself, other persons or objects to danger.

SECTION 7 GENERAL CONDITIONS FOR PAYMENT

(1) The agreed upon charter price is to be paid by the Customer in full at least three working days from the date the respective invoice was issued. Respective SWIFT message must be faxed to «Carrier» Voyage Air is entitled to refuse or delay performance if payments are delayed or incomplete. It is the Customer's sole responsibility to verify the due and complete payment. Further entitlements of Voyage Air shall remain unaffected hereby. Voyage Air reserves the right to demand, in its sole discretion, and only by written agreement (Sec. 126b German Civil Code), the amount completely or partly later than ten days before the departure of the flight. Any written agreement can only be disposed of or modified by another agreement in written form.

(2) The Customer shall be deemed to be in default if the outstanding balance on such Customer's account has not been satisfied 30 days after the receipt of a written invoice indicating such outstanding balance. All payments shall be applied to the account first to any collection costs incurred by Voyage Air (reminder fees, litigation costs) before default interests and before claims in the order of their decreasing age. Contradictory orders of the Customer shall be effectless. cheques and bills will only be accepted on account of performance and shall be subject to deduction of applicable discount charges and note charges. cheques will only be accepted in lieu of cash if they are covered and the money is transferred. Discount charges are immediately payable and will be charged from the due date of the entitlement independent of the acceptance of the bill.

(3) Voyage Air is entitled to pass additional incurred costs on to the customer as price increases if the period of time between the order and the departure exceeds 4 months. If such price increase exceeds 10 % of the price of the flight, both parties are entitled to withdraw from the contract within 10 days of notification the other party.

SECTION 8 RIGHTS OF RETENTION AND CHARGING

(1) The Customer can solely set off with legally binding or indisputable counterclaims. The exercise of a right of retention is excluded.

(2) SECTION 09 CANCELLATION BY THE CUSTOMER

(3) Should the Customer withdraw from the agreement for any reason, Voyage Air is entitled to charge the following cancellation fees:

- | | | |
|--|-------|-----------------|
| (4) – After signed charter agreement | 20% | of agreed price |
| (5) – 72hrs before departure | 25 % | of agreed price |
| (6) – 48hrs before departure | 40 % | of agreed price |
| (7) – 24hrs before departure | 50 % | of agreed price |
| (8) – Less than 24hrs before departure | 100 % | of agreed price |

(9) If any passengers whose names were submitted by the Customer fail to board the flight at the appointed time, Voyage Air reserves the unconditional right to charge the Customer the agreed upon flight price.