

General Terms and Conditions



§1 Scope of Application

- 1) The services of HTM Helicopter Travel Munich GmbH and HTM Jet Service GmbH & Co. KG - referred to as HTM in the following - are provided solely on the basis of these general terms and conditions.
- 2) These terms and conditions are an agreed component of any contract entered with HTM. They apply to any future contracts even if they have not been explicitly included again.
- 3) With this, HTM opts out of the terms and conditions of the contracting party, and they will not be a basis of this contractual relationship. This applies even if they have not been explicitly opted out from at the formation of the contract.
- 4) Deviating terms of the contracting party are binding for HTM only if HTM has explicitly agreed to them in writing.

§2 Offers and Cancellation Fees

- 1) Any offers or cost estimates from HTM are non-binding until they have been accepted by the contracting party.
- 2) A contract becomes binding once HTM has confirmed the contract in writing.
- 3) Offers will be made on the basis of the performance data of the respective aircraft with the average atmospheric pressure at mean sea level.
- 4) The contracting party recognises that the performance data of an aircraft are dependent on the altitude above sea level as well as on the temperature prevailing on the day of the flight operation. Therefore, the flight times stated in the contract are only approximate times.
- 5) Information on flyers, advertisements, exposés, etc. including the prices are non-binding.
- 6) In case of a cancellation, the following costs apply depending on the period until the date of the flight:
Up to 5 days before the flight: 30% of the total price
Up to 24 hours before the flight: 50% of the total price
Up to 12 hours before the flight: 100% of the total price
- 7) Special user conditions
If the contracting party is a user, deviating from section 6, a general cancellation fee does not apply if the contract has been signed outside of the business premises according to § 312b BGB. However, the user owes HTM a compensation for the services rendered until the time of cancellation if the user has explicitly requested - on a permanent data medium, that the service begins before the expiration of the cancellation period, and if HTM has informed the user according to Art. 246a § 1 Section 2 Clause 1 Number 1 and 3 of the Introductory Act to the German Civil Code.

§3 Service Deadlines, Delay, Impossibility of Performance

- 1) The service deadline starts with the date stated in the booking confirmation. In case of changes requested by the contracting party, the start of the service time depends on the date of the written change request. The booking confirmations are immediately prepared by HTM.
- 2) In relation to salespersons, Section 1 applies under the provision that the service deadlines are non-binding unless a written confirmation of the date is included in the booking confirmation.
- 3) Force majeure, war peril, mobilisation, declaration of a state of emergency and other reasons that are not influenced by HTM and that prevent the delivery of the service, discharge HTM from their service delivery obligation for the time of the hindrance. This applies to any situations that are outside of HTM's reach of power, especially the denial of flight-, route-, or off-field landing permits by the competent authority, as well as the weather conditions, aviation accidents, engine damage, other technical issues, absence of pilots, the delayed provision of fuel through the commissioned supplier and such. HTM is not liable for any damages arisen to the customers in the cases above.
- 4) HTM commits to remove the hindrances arisen in the cases stated in Section 3 with all means available to them at the earliest convenience, whereby the contracting party has to administer any reasonable support. If the hindrance exceeds a reasonable amount of time, both contracting parties may rescind from the contract. HTM is then entitled to offset the delivered services. Compensation claims from HTM are excluded in any of the cases stated in Section 3 and 4.
- 5) Should HTM culpably be in default, the contracting party has to set a grace period of 2 weeks. Compensation claims may only be raised if the default has been caused by HTM due to gross negligence. This also applies to an impossibility of performance caused by HTM.

§4 Approvals, Landing Site, Loading and Unloading, Acceptance

- 1) The contracting party acknowledges that prior to job execution all required regulatory approvals such as departure and landing permits and potentially required special approvals such as low-level flight approval must be available.
Helicopter Distinctions:
 - 1.1) Required regulatory approvals
a) such as approvals for off-site departure and landing permits, potentially required special approvals for the dropping or hoisting of materials, or aerial photography approvals, etc.
b) for off-site landing sites, that are intended for the pick-up of persons or loads. The declaration of consent of the property owner has to be available based on regulatory requirements.
 - 1.2) In general, HTM will seek to obtain the approvals. However, the contracting party commits to support HTM and, if necessary, act on their behalf.
 - 1.3) The off-site landing sites have to be secured by the contracting party in a way that prevents entrance by unauthorised persons during flight operations. It is absolutely necessary that the instructions of the pilots and ground personnel that concern flight operations are followed. HTM is not liable for any arising damage caused by non-compliance with instructions and/or insufficiently secured off-site landing sites. Furthermore, HTM is only liable for intent or gross negligence. The contracting party has to name an employee that is responsible towards HTM for the processing of the contract.
 - 1.4) The off-site landing sites are to be prepared according to the instructions of HTM's employees (no loose objects, dust-free), to be maintained during flight operations and to be restored to its original conditions following the execution of the job. The costs are borne by the contracting party. Should either the loading or the unloading area as determined in the contract change without consent from HTM, or should it become evident prior or during the job execution, that the landing, loading, or unloading site as determined by the contracting party are unsuitable, so that it has to be diverted to a different site, the additional flight time and costs are to be borne by the contracting party.
 - 1.5) Transfer of risk and insurance for external loads
a) HTM is responsible for the danger of cargo flights as soon as the cargo takes off in an aircraft until the time the transported cargo is placed on the ground again.
b) Based on the legal compensation claims with contents under private law, HTM's liability towards contracting parties regarding cargo damages is limited to a maximum of SDR 17,000 per kilogramme of transported goods (according to EU regulation 785/2004). Should additional transport insurance be desired, it has to be applied for separately by the contracting party at their cost, or it has to be requested explicitly from HTM in return for payment prior to the transport by stating the insurance sum.
- 2) The contracting party is obliged to weigh the cargo, to transport it to the agreed landing site complete with a stock list in a timely manner, and to load it onto the means of transport provided by HTM. If the offered fixed prices for a flight operation cannot be adhered to due to the customer's fault (e.g. insufficient preparation of the construction site, an incorrect indication of weight, inappropriate parts for fittings, etc.) and the thereby extended flight times, the customer has to bear the additional costs. The transport of dangerous goods has to be executed in accordance with the IATA regulations for dangerous goods. Goods to be transported are to be prepared in such a manner that the maximum weight stated in the offer or by the pilot is not exceeded.
- 3) The contractor is obliged to equip their personnel with the appropriate and task specific safety equipment (helmet, gloves, safety goggles, safety shoes, safety harness, bright protective wear etc.) during the performance of external load flights of any kind, e.g.: cargo flights with concrete skips or wood transport (logging), assembly flights, etc. In the event of damage or loss, a violation of these requirements will result in the exclusion of any liability or compensation claims towards HTM.

§5 Prices

- 1) Disregarding any previous, individual arrangements, the prices stated on the price list provided by HTM at the time of the contract formation are valid. The offered prices are net prices excluding value-added taxes (VAT) and passenger taxes according to the country-specific regulations (e.g. LuftVStG). The VAT and the passenger taxes are stated separately on the invoice and are to be covered by the contracting party.
- 2) If salaries, wages, resource costs (especially fuel costs), government charges, fees, and taxes, etc. should increase after the booking confirmation or during the job execution, the additional costs are to be charged to the contracting party upon verification. This is also applicable if the contracting party changes the agreed scope of work which results in additional costs for HTM employees (e.g. accommodation expenses, travel expenses, etc.).
- 3) The ferry costs, i.e. flights from the home base of the aircraft to the location determined in the contract, are to be covered by the contracting party, even if these costs are not explicitly depicted in the booking confirmation.
- 4) Any costs that can be allocated to the contracting party based on the work effort may be charged to them with an additional 10%.

§6 Delivery Bills, Flight Reports

The persons signing the bills of delivery or the flight reports are considered by HTM as authorised to accept deliveries and services. These persons are authorised to accept the delivery and service directory by signing the bill of delivery or the flight report.

§7 Liability

- 1) According to the requirements of the Warsaw Convention and the Montreal Convention as well as the Regulation (EG) 785/2004 and (EG) 285/2010, HTM is liable within the scope of the legal requirements to the extent permitted by law.
- 2) Where legally permissible, the liability is limited to intent or gross negligence. The minimum amount of the insurance sum in the case of manslaughter, bodily injury, or personal injury of a passenger amounts to 250,000.00 SDR per person. In the case of delayed passenger transportation, the air freight forwarder is liable up to an amount of 4,694.00 SDR. In terms of baggage, the air freight forwarder is liable only up to an amount of 1,131.00 SDR per passenger. The minimum amount of the insurance sum for the air freight forwarder who operates the aircraft amounts to 19,000 SDR per kilogramme of transported goods. The liability towards third parties (not passengers) depends on the maximum take-off mass of the aircraft. For example, for aircraft with the maximum take-off mass as stated in the table below, the respective minimum insurance sums apply. Furthermore, the respective legal regulations are referred to.

Take-off mass of the helicopter or jet (MTOM) in kg	Minimum insurance sum
< 2700	SDR 3,000,000.00
< 6000	SDR 7,000,000.00
< 12000	SDR 18,000,000.00

Note: The Special Drawing Right (SDR) is a unit of account of the International Monetary Fund (IMF). It contains fixed amounts of the most important global currencies US Dollar, Euro, Yen as well as the British Pound, and is determined daily.

The counter-value to SDR 1.00 is approximately EUR 1.22.

§8 Liability for Defects

- 1) HTM is to be notified of defects in writing and immediately at their premises. In case of a non-timely notice of defects, the delivery or service is considered accepted. To come into effect, orally or telephonically reported notice of defects require a written acknowledgment of receipt. Flight attendants and ground personnel are not entitled to receive a notice of defects. The deadline for the judicial assertion of a further claim for compensation is set on 3 months after the execution of the job. After the deadline has expired, an assertion of a further claim for compensation is not possible unless HTM has committed malicious deception.
- 2) In case of justified notices of defects, HTM replaces the delivered or transported material. HTM may also choose to refund the diminished value. In cases in which HTM is also responsible for material delivery, flight costs are compensated as well. There are no additional claims for compensation.
- 3) The contracting party is liable for damages to the aircraft or third parties that occur due to the transport or dropping of dangerous goods or other items as agreed within the scope of the contract or otherwise necessary.

§9 Passenger Transports in Terms of Charter and Sightseeing Helicopter Flights

- 1) By purchasing a flight ticket (booking confirmation), a contract of carriage has been concluded between the passenger and HTM. The owner of the flight ticket is insured against accidents at the legally required altitude. The baggage carried in the aircraft is also insured at the legally required altitude.
 - 2) The contracting party has to cover any expenses and costs arising due to off-site landings such as the landing and airport fees, storage as well as food and accommodation of the crew, and the risk of inclement weather (e.g. diversion to another airfield).
 - 3) HTM reserves the right to cancel flights for technical or meteorological reasons. The contracting party will be notified of the reasons by HTM immediately.
Helicopter Sightseeing Flight Distinctions
- 3.1) The following additional requirements apply to our sightseeing flights according to our sightseeing programme:
 - 3.2) The ticket only becomes valid after the payment has been received.
 - 3.3) The flight date is determined once one or more aircraft are fully booked. HTM contacts the owner of the ticket to arrange the date in a timely manner.
 - 3.4) The passenger acknowledges that a significant amount of time may pass between the purchase of the ticket and the conduction of the flight due to organisational or meteorological reasons.
 - 3.5) In case of cancellation according to §9 Section 3, the passenger's rights do not become void. In that case, a new date is arranged as soon as possible.
 - 3.6) If a ticket owner rejects a date suggestion made by HTM three times, HTM reserves the right, to reclaim the ticket in return for a refund minus a 20% administrative charge.
 - 3.7) Should a flight not take place within 24 months after the payment of the ticket, the passenger has the right, to cancel the booking and request a refund. Additional claims may not be asserted.
 - 3.8) There is no entitlement to a specific flight date.
 - 3.9) If a passenger withdraws from an already agreed sightseeing flight date within 72 hours of its execution, without providing a replacement, or if they are late or no-shows to an agreed sightseeing flight date, they forfeit their right of transportation without substitution.

§10 Payment

- 1) Flight orders are to be paid in advance - unless otherwise explicitly agreed upon.
- 2) The invoice amount is due upon receipt of the invoice and is to be paid without deduction within 7 days.
- 3) Special agreements require the written consent of both contracting parties.
- 4) The acceptance and exchange of checks is only performed as a means of payment. Costs for discounting and redemption as well as other costs are covered by the customer.
- 5) HTM is entitled to charge 5% interest of the discount rate of the German Central Bank for payments that are not received in due time. A higher interest rate may be charged using respective evidence.
- 6) Should circumstances become known to HTM after the order acknowledgment that would raise doubt regarding the contracting party's creditworthiness, HTM has the right to rescind the contract or to execute only following an advance payment or a provision of security. If the contract is already in the process of execution, HTM is entitled to stop and charge all operations. Regarding the non-performed order parts, HTM may request a provision of security or rescind the contract.

§11 Compensation

A compensation with counterclaims from the contracting party is excluded unless the counterclaim is undisputed or determined without further legal recourse.

§12 Place of Fulfilment and Place of Jurisdiction

- 1) Place of fulfillment for all claims arising from the contract as well as future claims arising from the business relationship is Munich.
- 2) Where legally permissible, the exclusive place of jurisdiction is Munich. This applies especially to salesperson as well as (a) if the contracting party has no general national place of jurisdiction, (b) if, after signing the contract, the contracting party moves their place of business or their usual place of residence from the scope of application of the German jurisdiction, or if the place of residence at the time of the filing of an action is unknown. It is at HTM's discretion to sue the contracting party at their place of jurisdiction.

§13 Miscellaneous

- 1) The legal relationship between the contracting parties is regulated according to German legislation only.
- 2) If for any reason, one or more terms are or become void, the validity of the other terms or the contract is not affected. The lapsed term is to be replaced by a legally valid agreement between both parties, that comes closest to the lapsed term regarding its commercial purpose in a legally approved manner.
- 3) Claims of the contracting party arising from the underlying contract or that are in connection with it, are not negotiable.
- 4) The instructions concerning flight operations from the pilots and ground personnel are strictly to be followed. Compensation claims from the contracting party that arise from the non-compliance with operation instructions are excluded. The contracting party has to name an employee that is responsible towards HTM for the processing of the contract.
- 5) In case of violation of the instructions referred to in Section 3, HTM reserves the right to enforce compensation claims.
- 6) Data protection regulations are available on the HTM website in the respective document.