1 - Scope

The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. Air X reserves the right to undertake the voyage, even if the aircraft has a maximum seating capacity of less than the number of Passengers shown in the confirmation, which may include any layover legs of the flight. Before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. Air X is entitled to change the route, flight schedule, existing capacity and any other costs for specially requested items or services will be invoiced separately, at a maximum of or incidental to the possession, use, maintenance or operation of the Aircraft under this Charter Flight Agreement.

2 - Parties

The signature by an authorized employee of Air X on the confirmation shall constitute a binding offer by Air X to the Customer of the Contract of Carriage. The signatory of the signed confirmation constitutes a contract of carriage between the Customer and Air X. Air X expressly reserves the right to refuse accommodation on behalf of the Customer. Air X shall not be liable for any damages to the Customer or its representatives or expenses already incurred.

3 - Validity of the Offer

A quotation is subject to acceptance thereof and the constitution thereof of a contract, non-binding. Air X reserves the right of withdrawal of quotations even after receipt by the customer prior to its acceptance. A quotation can be given by phone, email or fax.

4 - Currency

All prices are in EUR, unless another currency is indicated by Air X. Invoices are payable in EUR, unless another currency is indicated by Air X.

5 - Fuel Price

The fuel price is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% in a period of 30 days following the date of the confirmation or prior to the departure of the aircraft, Air X reserves the right to adjust the fuel price charged accordingly. In addition, Customer will pay for the cost of any additional fuel required for the flight.

6 - Included Costs

Air X shall be responsible for all costs of fuel, maintenance, air navigation and airport charges, General Aviation Terminal, on flights longer than 75 minutes a ticket service, or to the actual arrival of the aircraft on the date of quotation and confirmation, the charter price will be adjusted accordingly.

7 - Excluded / Additional Costs

Fuel and insurance surcharges, VIP Terminal, de-icing of aircraft, lino services, SROT services and special catering requests such as, e.g., caviar or sushi and special wines or spirits and any other costs for specially requested items or services such as, e.g., caviar or sushi and special wines or spirits will be invoiced separately.

8 - Substitution or Sub-Charter of Aircraft, Schedule amendment

The replacement of aircraft may be made upon an agreement of lesser value with a reduced price offer out of Air X’s Fleet. In the event Customer does not agree to an aircraft of lesser value, Air X may sub-charter an aircraft of equivalent value and charge any additional cost to the Customer. If a substitution or sub-charter event occurs and continues to exceed the maximum crew duty time, an enlarged or second flight crew will be needed and invoiced separately. The pilot in command shall at all times be entitled to take all necessary measures for safety of the aircraft. In case the agreed aircraft is not available, Air X reserves its right to substitute an aircraft of lesser value for the flight in question minus all expenses already incurred.

9 - Force Majeure

Air X reserves the right not to pay a penalty for a third-party sub-charter if it has any of the aircraft mentioned above available in the aforementioned scenario, should the situation exist. In such a case, a Charter Flight Agreement shall be binding. The acceptance of an aircraft in the price offer out of Air X’s Fleet is subject to availability of the aircraft on the date of quotation and confirmation, the charter price will be adjusted accordingly.

11 - Payment

The Customer shall make payment according to the above-mentioned terms of payment by bank transfer to the adviced bank account. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior to departure, with the full amount into our account not deducted by any bank charges whatsoever. Should Air X for any third party (any Party between Customer and Passenger), the third party and Customer are jointly and severally liable to Air X for the fulfillment of all payments. Air X offers are net and do not include any commission.

12 - Cancellation

In case of (i) a flight booked by the Customer, (ii) a delay of any Passenger and/or Customer leading to Air X having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger, or (iv) any refusal of the Customer and/or any of its Passengers to conduct a flight in accordance with the requirements of the Captain in accordance with the flight booking, the Customer, the Passenger, and hereby warrants its authority to give such acknowledgement on their behalf, that no consequence of cancellation will exist against the Passenger(s) and any relevant third Party is informed of, and abides by, these Charter T&Cs.

13 - Passenger Baggage

The passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the flight.

14 - Prohibited or Dangerous Goods

Prohibited or dangerous goods are not allowed on any of the Air X Charter Ltd registered Aircraft.

15 - Smoking

Smoking is not allowed on any of the Aircraft.

16 - Captain’s Authority

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot in command shall be bound to decide with regard to Passenger’s seating as well as baggage loading, allocation/placement and unloading. Any late arrival of Passengers will be classified as a cancellation by Customer. Air X will not be liable to the Customer for any loss or expense incurred by the Customer or a Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft’s next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Air X where a Customer cancels a flight or Air X is forced to cancel due to the Customer and/or any Passenger, the Cancellation Fee will be as applied to the Customer in accordance with the confirmation based on the scheduled time of departure thereafter.

17 - Liability for Personnel & Goods

The Charterer will be liable for any delay, injury or death suffered or incurred by or otherwise arising in respect of any passenger or any passenger carried or to be carried on the aircraft, any loss, damage, destruction or delay of or to any cargo, baggage, personal effects or mail carried or to be carried on the aircraft, any loss or damage to any property not carried on the aircraft and any injury or death of any person not carried on the aircraft, in each case arising out of or in connection with the use, possession or operation of the Aircraft or (under this Agreement and the Charter) and shall indemnify and hold the Charterer harmless in respect of all liability, costs, damages, claims, losses, expenses, negligence of any kind, personal injury, or death of any person in respect of any act, error or omission of any kind, arising out of the foregoing unless directly caused by the willful misconduct or Gross Negligence of the Charterer.

18 - Severability

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

19 - Applicable Law

These terms are governed by and construed in accordance with the laws of Germany.