

General Terms and Conditions of Business

The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in writing by Smartline Luftfahrt GmbH. Should other operator's aircraft be used as sub-charter, the Terms and Conditions of Transport of these operators apply together with the regulations of the country they are based in as well as the Montreal Agreement.

1. All offers are without engagement, depend on availability and are subject to all traffic rights.

2. Terms and Condition of Transport.

The subject of this contractual agreement is the transport of passengers and / or goods from point of departure to destinations as stated in the Smartline Luftfahrt GmbH offer for charter. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel and the aircraft.

3. Charges

The prices stated in the offer are firm and calculated according to the customers individual requirements. Extra costs due to necessary operational changes may be charged at a later date.

4. Passengers attention is drawn to the fact that according to Article 3 of the Montreal Convention, the transport of passengers on a flight where the final destination or the intermediate points of landing are situated in a country other than the country of origin of the flight, may governed by the Montreal Agreement, and that the liability of the carrier and / or crew in respect of death or bodily injury to passengers as well as damage to or loss of baggage, will be limited as set out in the above Convention. These limits may be less than 10.000,00 Special Drawing Rights in respect of death of bodily injury.

5. Unless Montreal Convention is not applicable no liability limits apply for death of bodily injury, and the defence that they have taken all necessary measures to avoid the damage is not used for the first 113,100.00 Special Drawing Rights of any such claim.

6. Passengers are reminded that the instructions given by the pilot (and other members of the crew or agents of the carrier) shall be followed at all times while on board the aircraft, embarking there from and on airfields.

7. The ordered route, the proposed points of landing as well as other dates of flight may be changed at any time especially if caused by technical, operating or security reasons without any claim of tort for the passenger.

8. Availability

Smartline Luftfahrt GmbH reserves the right to provide the charterer with another similar aircraft at any time should the offered / booked aircraft be unavailable. Smartline Luftfahrt GmbH may charge all extra costs arising to the charterer; however the charterer may cancel the flight should this be the case.

9. Brokerage

Should Smartline Luftfahrt GmbH fly by order of a third party (brokerage), the broker as well as the charterer are liable for the payment of the flight.

10. Terms of Payment

Transport of passengers and / or goods stated in our offer are usually payable immediately. In general the flights are performed against advance payments only. In case of invoicing payments are to be made immediately without any deduction. A payment which has not been received within 7 days of the invoicing date is considered late and actual interest charges are added to the initial amount.

11. Cancellation

In the event that the charterer cancels a flight already ordered, the company is entitled to 10% administration fee of the agreed price, unless otherwise stated on the front page

of this agreement or agreed in writing.

30 to 8 days prior to departure 20% of agreed price

7 to 4 days prior to departure 50% of agreed price

72 hours or less prior to departure 80% of agreed price

12. Severability

If any one or more clauses of the terms shall 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.

13. Applicable Law

These terms are governed by and construed in accordance with international aviation laws and the laws of Austria and are performable in Bregenz, Austria.

Smartline Luftfahrt GmbH

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