

General Terms and Conditions for Business-to-Business Transactions

Quick Air Jet Charter GmbH

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§ 1 Scope

(1) These General Terms and Conditions (hereinafter “GTC”) apply to all carriage services provided by Quick Air Jet Charter GmbH (hereinafter “QAJ”) as an air carrier/air operator, in particular charter and air ambulance flights and other flights for the carriage of passengers, patients, accompanying persons, baggage, and cargo, including all ancillary, additional, and support services related thereto (e.g., mission planning, coordination of ground handling, obtaining permits, medical mission coordination).

(2) These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), legal entities under public law, and special funds under public law (hereinafter collectively the “Client”). Separate consumer GTC apply to contracts with consumers.

(3) To the extent QAJ provides services free of charge in individual cases, these GTC shall apply accordingly; mandatory statutory standards of liability (in particular in the case of gratuitous services) remain unaffected.

(4) These GTC govern exclusively the contractual relationship between QAJ and the Client. Mandatory claims of carried persons under applicable air carriage law (in particular the Montreal Convention and the German Aviation Act (Luftverkehrsgesetz - LuftVG)) remain unaffected.

(5) Any differing, conflicting, or supplementary general terms and conditions of the Client or other third parties shall become part of the contract only if and to the extent that QAJ has expressly agreed to their validity in text form.

§ 2 Definitions

“Client” means the natural or legal person that commissions the carriage service from QAJ, irrespective of whether such person is itself carried or arranges the carriage for third parties (e.g., insurer, assistance company, clinic, authority, company, broker/intermediary).

“Patient” means any person carried for medical reasons, irrespective of whether active medical care is required during the flight.

“Passenger” means any carried person who is not a Patient.

“Accompanying Person” means any person accompanying the Patient, irrespective of whether such person is medical personnel, a relative, or any other person.

“Crew” includes the flight crew (in particular the pilot in command/captain and, where applicable, the first officer), the cabin crew, the medical personnel deployed by QAJ (in particular the flight physician), and any other operational personnel engaged by QAJ.

“Contract of Carriage” means the contract concluded between QAJ and the Client for the performance of one or more flights, including all ancillary and additional services.

“Charter Price” means the total price stated in the order confirmation for the specifically confirmed mission (including any positioning flights), unless expressly agreed otherwise.

“Actual Costs” are all demonstrably incurred external costs and — where expressly provided for in these GTC — internal costs allocable to the order that QAJ has already incurred in connection with the specific order or that have been bindingly triggered by the order (e.g., permits, handling, slot/airport/ATC fees, hotels, transport services, third-party cancellation costs, positioning flights, crew provision, advance services by service providers). Internal costs may be reasonably charged on a lump-sum basis by reference to QAJ’s internal cost accounting to the extent this corresponds to the typical expenditure.

“Third-Party Costs” are external Actual Costs invoiced to QAJ by third parties.

§ 3 Conclusion of Contract, Contracting Parties

(1) Offers issued by QAJ are subject to change and non-binding unless expressly designated as binding.

(2) A Contract of Carriage shall be concluded exclusively upon order confirmation by QAJ in text form (e.g., by email).

(3) The Client is the sole contractual counterparty of QAJ. Accompanying persons, passengers, or other third parties shall not acquire any separate contractual claims against QAJ unless mandatory air carriage law grants direct claims. If the carriage is arranged or commissioned by a third party acting as the “Client,” the Client shall remain QAJ’s contractual counterparty unless expressly agreed otherwise.

(4) No contract for the benefit of third parties is created. Mandatory claims of carried persons under applicable air carriage law remain unaffected.

(5) If the Client acts as a broker/intermediary, it shall nevertheless remain QAJ’s contractual counterparty unless a different contractual structure is expressly agreed in text form.

(6) The Client shall inform passengers, patients, accompanying persons, and other persons involved in the carriage (collectively, the “carried persons”), prior to the commencement of carriage and in text form, of the contents of these GTC and of QAJ’s instructions relevant to safety and performance, and — to the extent possible and reasonable for the Client — shall seek to ensure that they take note thereof. The Client shall instruct the carried persons to comply with the duties to cooperate and rules of conduct set out in these GTC (in particular safety, baggage, dangerous goods, and conduct rules); the Client does not assume any guarantee for the conduct of carried persons.

(7) The Client represents that the Patient, or the Patient's legal representative, has consented to the carriage prior to the commencement of the mission and has been informed of the mission-typical risks of air carriage (including medically required changes to the flight profile).

§ 4 Performance of Carriage, Use of Third Parties

(1) The carriage shall be performed in accordance with the applicable aviation-law, operational, and safety regulations, as well as official orders. The mandatory provisions of aviation law and flight safety shall be controlling in particular.

(2) Departure, arrival, and flight times stated by QAJ are non-binding scheduled times. They are not guaranteed. Delays and changes may result in particular from weather, airspace restrictions, airport/handling congestion, ATC measures, official requirements, security conditions, and medical necessities.

(3) QAJ is entitled to have the carriage performed in whole or in part by another appropriately licensed air carrier (subcharter/use of third parties). There shall be no entitlement to performance of the flight with a specific aircraft, a specific operator, or a specific crew.

(4) If, in an individual case, QAJ expressly acts as an intermediary in the order confirmation, the Contract of Carriage shall be concluded directly between the Client and the operating air carrier. In such case, the Client authorizes QAJ to conclude the Contract of Carriage with the operating air carrier in the name and on behalf of the Client. In that case, QAJ shall owe only the brokerage service; mandatory information obligations regarding the operating air carrier remain unaffected. The operating air carrier shall be solely liable for performance disruptions under the Contract of Carriage; this shall not apply to damages resulting from a culpable breach of brokerage or information obligations or other fault on the part of QAJ. If QAJ receives payments, it does so as collection agent for the operating air carrier unless agreed otherwise.

(5) Force majeure events, official measures, weather conditions, strikes, airspace restrictions, military or security-related events, and comparable circumstances shall release QAJ from its obligation to perform for the duration and to the extent of the impairment; the Client's statutory rights remain unaffected.

§ 5 Technical Impossibility of Performance, Technical Incident

(1) If a flight cannot be commenced or, after commencement, cannot be continued for technical reasons, in particular due to a defect, a technical malfunction, a safety-relevant event, or a restriction required under aviation law (e.g., pursuant to the MEL), this in itself shall not constitute a defect or fault of QAJ; any performance-related or organizational fault shall be assessed in accordance with statutory standards.

(2) QAJ is entitled not to commence or to discontinue the flight if this is required for reasons of flight safety or compliance with aviation regulations. Decisions on commencement, continuation,

discontinuation, or diversion of a flight shall be made exclusively by the pilot in command in accordance with flight safety and the applicable regulations.

(3) The Client shall have no claim to the provision of a replacement aircraft. QAJ shall, however, examine where possible whether substitute carriage or rescheduling can be offered.

(4) Actual Costs already incurred and services already rendered up to the time of non-performance or discontinuation shall be borne by the Client unless QAJ is responsible for the non-performance or discontinuation.

(5) Any further claims shall be governed by § 16; otherwise, claims for damages are excluded to the extent permitted by law.

§ 6 Sanctions, Embargoes, Official Restrictions

(1) The carriage shall be performed only on the condition that no statutory, official, or other binding prohibitions, sanctions, embargoes, or safety-related restrictions prevent performance.

(2) The Client represents that neither the Client itself nor the passengers/patients/accompanying persons designated by it, nor the contemplated travel and payment flows, are subject to any applicable sanctions or embargo regimes, and that the carriage will not result in a violation of applicable sanctions, export control, or anti-money-laundering laws. Upon request, the Client shall provide QAJ with the information required for this purpose.

(3) QAJ is entitled to refuse, not commence, or discontinue the performance of a flight if, due to national or international regulations, official orders, sanctions or embargo regimes, or safety-related assessments, performance is legally impermissible, unreasonable, or operationally impracticable. In such cases, there shall be no claim to performance of the carriage or to the provision of a replacement aircraft.

(4) Actual Costs already incurred, in particular for permits, overflight and landing rights, handling, mission planning, and the provision of crew and aircraft, shall be borne by the Client unless QAJ is responsible for the non-performance or discontinuation.

(5) Any further claims of the Client shall be governed by § 16 and are otherwise excluded to the extent permitted by law.

§ 7 Official Permits, Traffic Rights

(1) Performance of the mission is — where applicable — subject to the timely grant of required official permits, landing rights, and other traffic rights. QAJ shall arrange the measures required for this to the best of its ability; the Client's duties to cooperate remain unaffected.

(2) If required permits/rights are not granted in time despite reasonable efforts, or are granted only subject to unreasonable conditions, QAJ shall be entitled to postpone the mission or withdraw from the contract.

(3) In the cases set out in paragraph 2, the Client shall bear the Actual Costs incurred up to that time and the services rendered unless QAJ is responsible for the impossibility of performance.

§ 8 Prices, Scope of Services, Additional Costs

§ 8.1 Charter Price, Scope of Services

(1) The Charter Price and the specific scope of services are conclusively set out in the respective order confirmation.

(2) Unless otherwise provided in the order confirmation, the Charter Price includes only the services listed below in § 8.2; otherwise, the provisions on additional charges and Third-Party Costs under § 8.3 and § 8.4 shall apply.

(3) Statutory value-added tax shall be charged in addition where applicable and shown separately on the invoice.

§ 8.2 Services Included in the Charter Price

Unless otherwise provided in the order confirmation, the Charter Price includes:

(a) provision of the aircraft, including crew, fuel, and customary incidental flight costs within the scope of the planned flight route;

(b) standard handling at the departure and destination airports, to the extent arranged by QAJ and taken into account in the calculation of the Charter Price;

(c) mission planning and coordination (including obtaining customary flight operations information);

(d) in the case of ambulance/patient flights — if expressly commissioned — medical mission coordination in accordance with the order confirmation.

§ 8.3 Services Not Included in the Charter Price, Additional Charges

(1) Unless expressly stated as included in the order confirmation, the following in particular are not included in the Charter Price and shall be charged separately:

(a) operation with reduced cabin altitude (Reduced Cabin Altitude / Sea-Level / Low-Level Operation): to the extent medically required or requested by the Client, this constitutes a separately remunerated additional service not included in the Charter Price. The amount of the additional charge shall be set out in the specific quote or — if the contract is formed only upon order confirmation — in the order confirmation. To the extent the quote or the order confirmation establishing the contract expressly refers to a surcharge schedule provided to the Client in text form prior to conclusion of the contract, the surcharge stated therein shall be controlling;

(b) ground transportation, ground ambulance/medical transport, hotel and meal costs for passengers/patients/accompanying persons, and other third-party services outside flight operations;

(c) special handling or assistance services (e.g., special handling, additional security services) to the extent these are not covered by § 8.2(b);

(d) official permits, allocated takeoff and landing times (slots), fees and charges for overflight and landing, air navigation charges (air traffic control/ATC), airport charges, ground handling costs, and other comparable fees, to the extent not included in the Charter Price for pricing purposes;

(e) positioning flights, waiting times, parking times, and additional flights/detours caused by the Client or by circumstances within the Client's sphere of risk (e.g., changed requirements, missing documents, additional stops), unless agreed otherwise.

(2) If additional costs arise due to medically required changes to the flight profile (e.g., additional fuel stops), the provisions of § 13 shall apply in addition; identical cost items shall not be charged twice.

(3) QAJ is entitled to request reasonable advance payments for additional services under paragraph 1.

§ 8.4 Actual Costs, Third-Party Costs, Currency Conversion, Administration Fee

(1) External Actual Costs/Third-Party Costs within the meaning of these GTC are fees and charges of third parties (e.g., handling, airport charges, ATC, permits, slots), costs of external service providers (e.g., ground transportation, hotels), and demonstrable bank, payment, and currency conversion fees. Internal Actual Costs are determined in accordance with § 2.

(2) To the extent Third-Party Costs are incurred in a foreign currency, they shall be converted at the reference rate of the European Central Bank applicable on the booking date of the respective third-party service; if no such rate is available, the exchange rate used by QAJ's house bank shall apply. Demonstrable bank and currency conversion fees shall be charged separately.

(3) QAJ passes through Third-Party Costs based on actual expenditure. Unless agreed otherwise, QAJ shall charge an administration fee of 5% (net) on net Third-Party Cost amounts invoiced by third parties. The administration fee shall be charged exclusively on net Third-Party Cost amounts of third parties; internal Actual Cost components are not subject to the administration fee.

(4) QAJ shall itemize Actual Costs, Third-Party Costs, and the administration fee separately on the invoice; to the extent individual Third-Party Costs or Actual Costs are not yet finally known at the time of invoicing, QAJ may invoice them subsequently and/or issue a final invoice.

§ 8.5 Extraordinary Developments in Fuel Costs

(1) To the extent the order confirmation or quote expressly refers to this clause, the calculation of the Charter Price is based on the weekly value of the "Jet Fuel Price Monitor – Europe" published by IATA and applicable on the date of the quote (reference value). If this reference value changes by more than 20% by the publication week immediately preceding performance of the flight, QAJ shall be entitled, in accordance with the following paragraphs, to adjust the Charter Price and, in the event of a cost reduction, shall be correspondingly obliged to reduce it.

(2) If the change in the reference value exceeds 20% and is up to and including 40%, the Charter Price shall increase or decrease by 5%. If the change in the reference value exceeds 40%, the Charter Price shall increase or decrease by 10%.

(3) QAJ shall notify any price adjustment or price reduction promptly upon becoming aware thereof in text form, stating the reference value and the current comparative value. An adjustment under this clause shall be made only once per order. No further fuel-price-related surcharges based on the same cost development shall be imposed.

(4) If the index referred to in paragraph 1 is no longer available, it shall be replaced by a materially comparable successor index published by IATA on the basis of Platts data.

§ 9 Ambulance and Patient Flights, Medical Decision-Making Authority

(1) For ambulance and patient flights, medical indication shall take precedence. Medical decisions, in particular regarding fitness to fly, the necessity of a change in the flight profile (including reduced cabin altitude), the carriage or exclusion of accompanying persons, and medical procedures on board, shall be made exclusively on the basis of medical indication and flight operational safety by the responsible flight physician and/or the pilot in command.

(2) Decisions affecting flight safety shall be made exclusively by the pilot in command. Medical decisions may be adjusted at any time, including at short notice or on site, if the Patient's condition or the operational situation changes.

§ 10 Medical Mission Clearance, Documentation

(1) The performance of ambulance and patient flights is subject to medical mission clearance by the responsible flight physician and the timely submission of the medical documentation required for this purpose.

(2) If required documents or information are not received in full or on time, QAJ shall be entitled, at its reasonable discretion (§ 315 BGB), to postpone the flight or — if postponement is impossible or unreasonable in particular due to statutory crew duty and rest time limits or official framework conditions — to cancel the mission.

(3) In the cases set out in paragraph 2, the Client shall bear the Actual Costs incurred up to that point and the services rendered unless QAJ is responsible for the delay/cancellation; any further rights shall be governed by the statutory provisions and these GTC.

§ 11 Accompanying Persons, Baggage, Special Items

- (1) The carriage of accompanying persons and baggage must be coordinated with QAJ before the flight and is in all cases subject to the final decision of the flight physician and/or the pilot in command, taking into account the Patient's medical condition and flight operational safety.
- (2) If, due to the Patient's medical condition, the carriage of an accompanying person cannot be responsibly permitted, such carriage may also be prohibited at short notice or on site. Any resulting exclusion shall not constitute a defect in performance.
- (3) If baggage is approved for carriage, only one item of baggage per Patient or Accompanying Person, up to 7 kg and with maximum dimensions of 55 x 40 x 20 cm, shall be permitted unless otherwise agreed in text form.
- (4) The applicable dangerous goods, security, and cabin baggage regulations shall apply without restriction. These regulations shall be sent to the Client separately with the order confirmation.
- (5) QAJ and/or the entities engaged by QAJ are entitled, to the extent required under applicable security, dangerous goods, or aviation regulations, to inspect baggage items and carried articles or to require them to be opened, and to exclude prohibited or safety-relevant items from carriage. If a carried person fails to provide required cooperation, QAJ may refuse the carriage of that person and/or the baggage for safety reasons; the Client shall bear any additional expenses arising therefrom unless QAJ is responsible for them.
- (6) The Client shall pass on these requirements to all passengers, patients, accompanying persons, and other persons involved and shall use reasonable efforts to ensure compliance. Violations thereof shall, with respect to the resulting damages and additional expenses, be borne by the Client to the extent permitted by law.

§ 12 Compliance with Crew Instructions, Conduct, Special Cleaning, Cabin Damage

- (1) All persons on board the aircraft, in particular patients, passengers, accompanying persons, and all persons deployed or engaged by the Client, including medical personnel, paramedics, nursing staff, physicians, service personnel, or other employees of the Client, are required at all times to comply fully and without restriction with the instructions of the pilot in command (captain) and the crew.
- (2) The Client shall inform all persons designated or deployed by it of this obligation before the flight and shall use reasonable efforts to ensure compliance with the crew's instructions.
- (3) Any conduct likely to impair or endanger the safety of flight operations, the medical care of the Patient, other persons on board, or the aircraft itself is prohibited. This applies in particular to failure to follow crew instructions, improper handling of medical or flight operational equipment, aggressive or disruptive behavior, and breaches of safety, hygiene, or dangerous goods regulations.
- (4) QAJ is entitled to take appropriate measures in the event of breaches of the foregoing obligations. Such measures include, in particular, excluding individual persons from carriage, restricting the

carriage of accompanying persons or — if required for safety, medical, or operational reasons — discontinuing the carriage.

(5) The Client shall be liable in accordance with statutory provisions for damages and additional expenses caused by a culpable breach of duty by the Client itself, by patients, accompanying persons, persons accompanying patients, or persons for whom the Client is otherwise contractually or statutorily responsible (in particular vicarious agents).

(6) To the extent third parties assert claims against QAJ based on a culpable breach of duty by persons designated, deployed, or engaged by the Client, the Client shall indemnify QAJ against such claims, including reasonable legal defense costs, unless QAJ is responsible for the claim being asserted (in particular due to its own fault or contributory fault).

(7) Necessary special cleaning, disinfection, or decontamination measures, in particular as a result of soiling, contamination, or infectious materials, shall be invoiced to the Client as additional Actual Costs. The same shall apply to demonstrable parking or downtime of the aircraft caused thereby.

(8) The Client shall furthermore be liable in accordance with statutory provisions for damage to the aircraft, the cabin, the interior fittings, and medical or other equipment on board caused by the Client, by patients, accompanying persons, persons accompanying patients, or persons for whom the Client is otherwise contractually or statutorily responsible. Liability shall include the necessary repair, replacement, and restoration costs and demonstrable consequential costs (including parking and downtime costs), to the extent permitted by law.

§ 13 Medically Required Changes to the Flight Profile (Reduced Cabin Altitude)

(1) If a Patient must be carried at a reduced cabin altitude for medical reasons, the demonstrable additional costs thereby incurred shall be invoiced subsequently. Billing of the additional charge under § 8.3(a) shall remain unaffected.

(2) This includes, in particular, additional external Actual Costs caused by the change to the flight profile, such as additional airport/ATC charges, handling and slot costs, costs of additional fuel stops (including fees/handling), required overnight stays for crew or medical personnel, and other demonstrable third-party services. Additional flight time as such — to the extent attributable solely to the reduced cabin altitude — shall be compensated through the additional charge under § 8.3(a); this shall not affect additional external Actual Costs arising specifically due to the extended flight time (e.g., additional fees/handling).

(3) A medically required adjustment of the flight profile shall not constitute a defect in the carriage service. The resulting additional costs shall be borne by the Client.

§ 14 Travel Documents, Client's Duties to Cooperate

- (1) The Client shall provide all travel documents required for the performance of the carriage in full, accurately, and in due time. The respective submission deadline shall be communicated by QAJ for the specific mission in the order confirmation or separately in text form.
- (2) Travel documents include, in particular, passports, visas, residence permits, entry and transit permits, and other documents required by authorities.
- (3) In the case of ambulance and patient flights, this also includes medical reports, diagnoses, and other health-related documents to the extent required for mission planning, the granting of permits, or transmission to authorities. The Client shall ensure that QAJ receives the information required for this purpose in due time.
- (4) If minor passengers are traveling without persons having parental authority, or if animals are to be carried on board, the Client must inform QAJ thereof in advance, as additional documents may be required.
- (5) If animals are to be carried, all documents required for this purpose, in particular health, vaccination, or veterinary certificates, as well as import, transit, or export permits, must be provided in full, accurately, and in due time.
- (6) If passengers, patients, accompanying persons, or animals are rejected or delayed by authorities, airports, or other entities due to missing, incomplete, or invalid documents, the Client shall bear all resulting additional costs, delays, or consequential costs (including rescheduling, parking times, hotel costs, handling/airport fees, and repatriation costs).

§ 15 Discontinuation of Carriage, Death, Repatriation

- (1) If the carriage is discontinued for medical, safety-related, operational, or other reasons, or if a death occurs during the mission, QAJ's obligation to carry shall end to the extent that the discontinuation or adjustment is required for safety, medical, or official reasons.
- (2) In such case, the Client shall bear all Actual Costs incurred up to the time of discontinuation and all subsequent costs, in particular for rescheduling, intermediate landings, parking times, crew support, additional handling/airport fees, and repatriation of the aircraft to its point of origin or to QAJ's home base, unless QAJ is responsible for the discontinuation.
- (3) Any further claims of the Client shall be governed by § 16; otherwise, claims are excluded to the extent permitted by law.

§ 16 Liability

- (1) To the extent claims arising from or in connection with the carriage are subject to the Montreal Convention or other mandatory air carriage liability rules, only their respective conditions of liability

and limitations of liability shall apply; the following provisions shall apply only to the extent they do not conflict therewith.

(2) QAJ shall be liable without limitation in cases of intent and gross negligence, as well as in the event of culpable injury to life, body, or health.

(3) In the event of a slightly negligent breach of material contractual obligations (cardinal obligations), QAJ's liability shall be limited to the foreseeable damage typical for the contract; to the extent permitted by law, its total amount shall be limited to the Charter Price, insofar as claims are not subject to the Montreal Convention or other mandatory liability rules.

(4) Otherwise, QAJ's liability for slightly negligent breaches of duty is excluded.

(5) The foregoing limitations of liability shall not apply to the extent QAJ has assumed a guarantee or procurement risk.

§ 17 Payment Terms

(1) Unless expressly agreed otherwise, invoices issued by QAJ are due for payment without deduction before performance of the flight.

(2) QAJ is entitled to make performance of the carriage conditional upon full payment, an appropriate down payment, or the provision of appropriate security.

(3) The Client may set off claims or assert rights of retention only to the extent its counterclaims are undisputed or have been finally adjudicated.

§ 18 Withdrawal, Cancellation

(1) If the Client withdraws from the Contract of Carriage or cancels the flight, QAJ shall be entitled to demand liquidated damages (cancellation fee) depending on the time of withdrawal or cancellation, calculated on the basis of the Charter Price.

(2) The cancellation fee takes into account, in particular, internal expenses and standby and scheduling costs. The Client remains entitled to prove that QAJ suffered no loss or substantially lower loss; QAJ remains entitled to prove higher loss.

(3) The cancellation fee shall amount to:

a) in the event of withdrawal or cancellation up to 24 hours before the scheduled departure time: 25% of the Charter Price;

b) in the event of withdrawal or cancellation less than 24 hours to 12 hours before the scheduled departure time: 50% of the Charter Price;

c) in the event of withdrawal or cancellation less than 12 hours before the scheduled departure time: 100% of the Charter Price.

(4) If the aircraft has already taken off or the mission has already begun (in particular by means of a positioning flight, commencement of crew duty ("Crew-On-Duty"), or other irreversible disposition), the cancellation fee shall amount to 100% of the Charter Price; no refund shall be made for route segments not flown, to the extent permitted by law.

(5) Irrespective of the cancellation fee, QAJ may additionally claim reimbursement of such Actual Costs as have demonstrably already been incurred or bindingly triggered and are not or no longer cancellable, provided such Actual Costs are not already included in the Charter Price (e.g., official permits, handling, slots, airport/ATC fees, hotels, ground transportation, third-party cancellation costs).

(6) Any statutory rights of withdrawal remain unaffected.

§ 19 Data Protection

(1) QAJ processes personal data in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

(2) Personal data, including health data, shall be processed only to the extent necessary for performance of the Contract of Carriage, mission planning, medical mission coordination, obtaining required permits, compliance with statutory obligations, and safeguarding legitimate interests (e.g., safety, evidentiary purposes, defense against claims).

(3) Data shall be disclosed to third parties only to the extent necessary for contract performance or due to statutory obligations (e.g., authorities, handling agents, permit service providers, medical service providers, insurers/assistance companies), or where another legal basis exists.

(4) The Client shall ensure that it has the necessary authorizations to transmit to QAJ the personal data (including health data) required for performance, and shall inform data subjects about the data processing where it is obliged to do so. Upon request, the Client shall provide appropriate evidence of the necessary authorizations to the extent legally possible and reasonable for it to do so.

§ 20 Jurisdiction, Governing Law

(1) The laws of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract of Carriage shall be Cologne, provided the Client is a merchant, a legal entity under public law, or a special fund under public law. QAJ shall remain entitled to sue the Client at its general place of jurisdiction.

§ 21 Final Provisions

(1) Amendments, supplements, and ancillary agreements to the Contract of Carriage must be made at least in text form to be effective unless a stricter form is prescribed by law. Individual agreements shall take precedence over these GTC (§ 305b BGB).

(2) If these GTC are provided in several languages, the German version shall prevail in case of doubt unless another contract language is expressly agreed in the order confirmation.

(3) If individual provisions of these GTC are or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall replace the invalid provision.