

## General Terms and Conditions for Transactions with Consumers

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 flights and air ambulance flights, as well as 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, and medical mission coordination).

(2) These GTC apply exclusively to consumers within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) (hereinafter the “Customer”). Separate business-to-business GTC apply to contracts with entrepreneurs.

(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 the contractual relationship between QAJ and the Customer. 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 Customer shall not become part of the contract.

### § 2 Definitions

“Customer” means the natural person who commissions the carriage service from QAJ, irrespective of whether that person is carried personally or arranges the carriage for third parties.

“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 Customer 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” means all demonstrably incurred external costs 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, third-party positioning flights, and additional positioning flights to the extent billed externally).

### **§ 3 Conclusion of Contract, Contracting Parties**

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

(2) A Contract of Carriage shall come into existence exclusively upon QAJ's Order Confirmation in text form (e.g., by email).

(3) QAJ's sole contractual counterparty is the Customer. Accompanying persons, passengers, or other third parties shall not acquire any independent contractual claims against QAJ unless mandatory air carriage law grants direct claims.

(4) If the Customer arranges the carriage for third parties, the Customer shall inform them, prior to the commencement of carriage, of the obligations relevant to them (in particular safety rules, baggage rules, dangerous goods rules, and rules of conduct) and shall use best efforts to ensure compliance with such obligations.

### **§ 4 Performance of Carriage, Use of Third Parties**

(1) 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 decisive in particular.

(2) Departure, arrival, and flight times stated by QAJ are generally non-binding scheduled times unless a fixed time has been expressly confirmed in the Order Confirmation. Delays and changes may arise in particular due to weather, airspace restrictions, airport/handling congestion, ATC measures, official requirements, security situations, and medical necessities.

(3) QAJ shall be entitled to have the carriage performed, in whole or in part, by another duly licensed air carrier (subcharter/use of third parties). There shall be no entitlement to have the flight operated with a particular aircraft, by a particular operator, or by a particular crew. Mandatory information obligations concerning the operating air carrier remain unaffected.

(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 Customer and the operating air carrier. In that case, QAJ shall owe only the intermediary services; mandatory information obligations concerning the operating air carrier remain unaffected.

(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 Customer's statutory rights remain unaffected.

### **§ 5 Technical Impossibility of Performance, Technical Incident**

(1) If a flight cannot be commenced, or cannot be continued after commencement, for technical reasons, in particular due to a defect, a technical malfunction, a safety-related event, or an aviation-law restriction required by law (e.g., under the MEL), QAJ shall inform the Customer thereof without undue delay and, where possible, offer substitute carriage or rescheduling.

(2) QAJ shall be entitled not to commence or to discontinue the flight if this is necessary for reasons of flight safety or in order to comply with aviation-law requirements. Decisions on departure, continuation, discontinuation, or diversion of a flight shall be made exclusively by the pilot in command in accordance with flight safety requirements and the applicable regulations.

(3) If QAJ is unable to offer reasonable substitute carriage, or if the Customer rejects reasonable substitute carriage, either party may withdraw the contract with respect to the unperformed services; payments already made shall be refunded accordingly. Claims for damages shall be governed by Section 16.

### **§ 6 Sanctions, Embargoes, Official Restrictions**

(1) 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) QAJ shall be entitled to refuse, not to commence, or to discontinue a flight if, due to national or international regulations, official orders, sanctions or embargo rules, or safety-related assessments, performance would be unlawful or unacceptable from a safety standpoint.

(3) If the flight cannot be performed for the foregoing reasons, either party may withdraw the contract with respect to the unperformed services; payments already made shall be refunded.

(4) Actual Costs shall be borne by the Customer only to the extent they were caused by incorrect or incomplete information provided by the Customer or the Customer is otherwise responsible for the non-performance.

(5) Any further claims shall be governed by Section 16.

## **§ 7 Official Permits, Traffic Rights**

(1) Performance of the mission shall, where applicable, be subject to the condition that the necessary official permits, landing rights, and other traffic rights are granted in due time. QAJ shall arrange the measures customarily required for this purpose; the Customer's cooperation obligations remain unaffected.

(2) If necessary permits/rights are not granted in due time despite reasonable efforts, or are granted only subject to unreasonable conditions, either party may terminate the contract with respect to the unperformed services by withdrawal; payments already made shall be refunded accordingly.

(3) Actual Costs shall be borne by the Customer only to the extent the Customer is responsible for the impossibility of performance or the Actual Costs were triggered by information/documents originating from the Customer's sphere that were incorrect, incomplete, or submitted late.

## **§ 8 Prices, Scope of Services, Additional Costs**

### **§ 8.1 Charter Price, Scope of Services**

(1) The Charter Price and the specific scope of services shall be determined conclusively by the respective Order Confirmation.

(2) Unless otherwise provided in the Order Confirmation, the Charter Price includes only the services listed below in Section 8.2; in all other respects, the provisions regarding additional charges and Actual Costs under Sections 8.3 and 8.4 shall apply.

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

### **§ 8.2 Services Included in the Charter Price**

Unless otherwise provided in the Order Confirmation, the following are included in the Charter Price:

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

(b) standard handling at the departure and destination airports, insofar as arranged by QAJ and taken into account for calculation purposes in the Charter Price;

(c) mission planning and coordination (including the procurement of customary flight-operational information);

(d) in the case of air ambulance/patient flights, medical mission coordination in accordance with the Order Confirmation, to the extent expressly commissioned.

### **§ 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): if medically required or requested by the Customer, this constitutes a separate additional service subject to separate remuneration and is not included in the Charter Price. The specific amount of the additional charge shall be stated separately in the specific offer or, if the contract comes into existence only upon the Order Confirmation, in the Order Confirmation; only the amount stated there shall become part of the contract;

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

(c) special handling or support services (e.g., special handling, additional security services), insofar as these do not fall under Section 8.2(b);

(d) official permits, slots, overflight/landing fees, ATC fees, airport charges, and comparable fees, to the extent these are not included in the Charter Price for calculation purposes;

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

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

(3) QAJ shall be entitled to require reasonable advance payments for additional services under paragraph 1.

#### **§ 8.4 Actual Costs, Currency Conversion**

(1) Actual Costs within the meaning of these GTC are all external costs and expenses arising in connection with the mission that are not included in the Charter Price, in particular third-party fees/charges (e.g., handling, airport fees, ATC, permits, slots), costs for external service providers (e.g., ground transportation, hotels), and demonstrable bank, payment, and currency-conversion charges.

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

(3) QAJ shall recharge Actual Costs on the basis of actual expenditure. Unless otherwise agreed, QAJ shall charge an administrative fee of 5% (net) on third-party Actual Costs (net). The administrative fee shall be charged exclusively on third-party Actual Costs.

(4) QAJ shall show Actual Costs and the administrative fee separately on the invoice; if, at the time the invoice is issued, certain Actual Costs have not yet been finally determined, QAJ may bill them subsequently or issue a final settlement.

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

(1) In air ambulance and patient flights, the medical indication takes priority. Medical decisions, in particular regarding fitness to fly, the need for an adjustment of 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 operational flight safety by the responsible flight physician and/or the responsible pilot in command.

(2) Decisions affecting flight safety shall be made exclusively by the responsible 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) Performance of air ambulance and patient flights shall be subject to the medical mission clearance of the responsible flight physician and the timely submission of the medical documentation required for that purpose.

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

(3) In the cases referred to in paragraph 2, QAJ shall invoice services rendered and Actual Costs incurred up to that point only to the extent the Customer is responsible for the delay/cancellation; otherwise, the statutory provisions shall apply.

## **§ 11 Accompanying Persons, Baggage, Special Items**

(1) The carriage of accompanying persons and baggage must be coordinated with QAJ prior to the flight and shall in all cases remain subject to the final decision of the flight physician and/or the responsible pilot in command, taking into account the Patient's medical condition and operational flight safety.

(2) If, due to the Patient's medical condition, the carriage of an accompanying person cannot be justified, such carriage may be prohibited even at short notice or on site. Any resulting exclusion shall not constitute a defect in the carriage service with respect to the Patient.

(3) If the carriage of baggage is approved, 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 rules shall apply without restriction. These rules shall be sent to the Customer separately together with the Order Confirmation.

(5) Violations may result in delays, additional costs, or, where required for safety reasons, exclusion from carriage. Additional costs shall be borne by the Customer only to the extent the Customer is responsible for the cause.

(6) QAJ and/or the entities engaged by QAJ shall be entitled, to the extent required under applicable security, dangerous goods, or aviation regulations, to inspect items of baggage and articles carried or to require that they be opened, and to exclude prohibited or safety-relevant items from carriage. If a carried person fails to provide required cooperation, QAJ may refuse carriage of that person and/or the baggage for safety reasons.

(7) Any additional expenses arising from the foregoing shall be borne by the Customer only to the extent the Customer is responsible for the cause. The Customer shall communicate the requirements under paragraph 6, as well as the rules transmitted with the Order Confirmation under paragraph 4, to the persons involved and shall use best efforts to ensure compliance.

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

(1) All persons on board the aircraft, in particular Patients, Passengers, and Accompanying Persons, are obligated to follow the lawful instructions of the responsible pilot in command (captain) and the Crew to the extent required for safety, medical, or operational reasons.

(2) Conduct likely to impair or endanger the safety of flight operations, the Patient's medical care, other persons on board, or the aircraft itself is prohibited.

(3) In the event of breaches of the foregoing obligations, QAJ shall be entitled to take appropriate measures. Such measures include, in particular, excluding individual persons from carriage, restricting the carriage of accompanying persons, or, where required for safety, medical, or operational reasons, discontinuing the carriage.

(4) Necessary special cleaning, disinfection, or decontamination measures, in particular as a result of soiling, contamination, or infectious materials, shall be charged to the Customer as additional Actual Costs to the extent the Customer or persons carried by the Customer culpably caused such circumstances. The same shall apply to demonstrable standstill or downtime of the aircraft caused thereby.

(5) The Customer shall be liable under the statutory provisions for damage to the aircraft, the cabin, the interior fittings, and medical or other equipment on board that is culpably caused by the Customer or persons carried by the Customer. This includes necessary repair, replacement, and restoration costs as well as demonstrable consequential costs (including standstill/downtime costs), to the extent permitted by law.

(6) To the extent third parties assert claims against QAJ arising from a culpable breach of duty by the Customer or persons carried by the Customer, the Customer shall indemnify and hold QAJ harmless from such claims, including reasonable legal defense costs, to the extent the Customer is responsible for the claim; this shall not apply to the extent QAJ is at fault or contributorily at fault.

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

(1) If a Patient must be carried with reduced cabin altitude for medical necessity, the demonstrable additional costs thereby incurred shall be charged subsequently. The invoicing of the additional charge under Section 8.3(a) shall remain unaffected.

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

### **§ 14 Travel Documents, Customer Cooperation Obligations**

(1) The Customer is obligated to provide all travel documents required for performance of the carriage in full, correctly, and in due time. The relevant deadline for submission shall be communicated by QAJ on a mission-specific basis in the Order Confirmation or separately in text form.

(2) Travel documents include, in particular, passports, visas, residence permits, entry and transit authorizations, and any other documents required by public authorities.

(3) In air ambulance and patient flights, this also includes medical reports, diagnoses, and other health-related records to the extent required for mission planning, the granting of permits, or transmission to public authorities.

(4) If passengers, patients, accompanying persons, or animals are rejected or delayed by public authorities, airports, or other entities due to missing, incomplete, or invalid documents, and the Customer is responsible therefor, the Customer shall bear the resulting additional costs, delays, or consequential costs (including rescheduling, stand-by 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 perform carriage shall end to the extent the discontinuation or adjustment is required for safety, medical, or official reasons.

(2) In that case, QAJ shall invoice the services rendered up to the time of discontinuation as well as the Actual Costs incurred up to that point.

(3) Subsequent costs (in particular intermediate landings, stand-by times, care of the crew, additional handling/airport fees, and the necessary repatriation of the aircraft) shall be charged only to the extent they are necessary and QAJ is not responsible for the discontinuation.

(4) Any further claims shall be governed by Section 16.

### **§ 16 Liability**

(1) To the extent claims arising out of or in connection with the carriage are subject to the Montreal Convention or other mandatory rules of liability under air carriage law, only the conditions of liability and limitations of liability set forth therein 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 and in the event of culpable injury to life, body, or health.

(3) In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), QAJ's liability shall be limited to the foreseeable damage typical for the contract.

(4) In all other respects, QAJ's liability for slightly negligent breaches of duty shall be excluded.

### **§ 17 Payment Terms**

(1) Unless expressly agreed otherwise, QAJ's invoices shall be due for payment in full, without deduction, prior to performance of the flight.

(2) QAJ shall be entitled to make performance of the carriage conditional upon full payment. In individual cases, QAJ may waive full prepayment in text form or accept a declaration of assumption of costs or security sufficient for QAJ; there shall be no entitlement thereto.

(3) The Customer may set off counterclaims only to the extent such counterclaims are undisputed, have been finally adjudicated, or are ready for decision. The Customer may assert a right of retention only to the extent the counterclaim arises from the same contractual relationship.

### **§ 18 Withdrawal, Cancellation**

(1) If the Customer withdraws the Contract of Carriage or cancels the flight, QAJ shall be entitled to demand liquidated compensation (cancellation charge) depending on the timing of the withdrawal/cancellation, calculated by reference to the Charter Price.

(2) The cancellation charge takes into account the expenses expected to be saved in the ordinary course of events and any alternative use of the aircraft. To the extent QAJ actually realizes saved expenses or alternative use in an individual case, such benefits shall be credited against the

cancellation charge. Saved expenses include, in particular, fees, taxes, and charges that accrue only if the flight is actually operated/the passenger is actually carried.

(3) The Customer shall remain entitled to prove that QAJ incurred no loss or a substantially lower loss; QAJ reserves the right to prove a higher loss.

(4) In addition to the cancellation charge, QAJ may demand reimbursement of such Actual Costs as have demonstrably already been incurred or bindingly triggered and can no longer be canceled, to the extent 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).

(5) The cancellation charge shall amount to:

a) in the event of withdrawal/cancellation up to 7 days before the scheduled departure time: 10% of the Charter Price;

b) in the event of withdrawal/cancellation less than 7 days and up to 24 hours before the scheduled departure time: 25% of the Charter Price;

c) in the event of withdrawal/cancellation less than 24 hours and up to 12 hours before the scheduled departure time: 50% of the Charter Price;

d) in the event of withdrawal/cancellation less than 12 hours before the scheduled departure time: 80% of the Charter Price.

(6) If the aircraft has already taken off or the mission has already begun (in particular by positioning flight, crew on duty, or other irreversible disposition), the cancellation charge shall amount to 100% of the Charter Price unless QAJ realizes a benefit through alternative use.

(7) Any statutory rights of withdrawal remain unaffected. Any statutory rights of withdrawal remain unaffected to the extent they mandatorily exist in the individual case.

## **§ 19 Data Protection**

(1) QAJ processes personal data in compliance 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 necessary permits, compliance with legal obligations, and safeguarding legitimate interests (e.g., safety, recordkeeping, defense against claims).

(3) Personal data shall be disclosed to third parties only to the extent necessary for performance of the contract or required by law (e.g., public authorities, handling agents, permit service providers, medical service providers), or where another permissible legal basis exists.

(4) Where required, the Customer shall ensure that the Customer 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 to the extent the Customer is obligated to do so. Upon request, the Customer shall provide suitable evidence of the necessary authorizations to the extent legally possible and reasonable.

## **§ 20 Jurisdiction, Applicable Law**

(1) The laws of the Federal Republic of Germany shall apply. In contracts with Customers whose habitual residence is in another state, mandatory consumer protection provisions of that state shall remain unaffected.

(2) The place of jurisdiction shall, to the extent legally permissible, be the Customer's place of residence or the statutory venue. QAJ may sue the Customer at the Customer's general place of jurisdiction.

## **§ 21 Final Provisions**

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

(2) If these GTC are provided in multiple languages, the German version shall prevail in case of doubt, unless a different contract language is expressly agreed in the Order Confirmation.

(3) Should individual provisions of these GTC be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory provisions.