



General Terms and Conditions

MAP Executive Flight Service GmbH

§ 1

The following terms and conditions apply to all services offered by **MAP** Executive Flight Service GmbH irrespective of whether offered under its registered company name or **map** Executive Flight Service – its registered Trade Mark; both are referred to as **map** hereafter.

§ 2

The legal relationship between **map** and the customer is in accordance to these General Terms and Conditions, without the explicit acceptance of the customer being required. Any deviations to these General Terms and Conditions shall be in writing only.

map reserves the right to change and alter these General Terms and Conditions at any time without prior notice. Should the General Terms and Conditions be altered between the placing of the order and its fulfilment the new version shall be the applicable version. The new version shall be applicable under the prerequisite that the customer has been informed of all changes relevant to the scope of the respective contract. If the customer objects to any of the changes he is required to report this in writing hence making the altered changes ineffective. Otherwise, the customer accepts any revised terms and conditions as soon as their access has been assured. The customer's own general terms and conditions – if there are any – do not apply to the legal relationship between the customer and **map**, even if this is not explicitly stated.

§ 3

The services offered by **map** are any of the services within the possible and approved scope of work, offered to a customer at any one time. Any order for services shall be placed as soon as possible, but in any case giving enough lead time to prepare and execute the order. For certain services national laws and regulations apply and the lead-time required by the respective authorities and/or entities for the specific territories must be taken into consideration and apply (e.g. landing or over flight permissions). **map** takes no responsibility and cannot be held responsible or liable for any or all services, which cannot be fulfilled due to the late placement of the order by the customer. In no case **map** is responsible for consequential damages irrespective of its nature or cause.

§ 4

The services offered by **map** are charged in accordance with the prices stated in the latest official price list, individual offer, or contract.

Whenever **map** uses third party service providers in accordance with the official price list (e.g. arranging handling) the fees charged by **map** cover only the coordination of the service and not the service itself. The actual service (e.g. aircraft and passenger handling, fuel,...) - which has been coordinated by **map** on behalf of the customer - will be invoiced and shall be paid in addition to the fees as per above.

§ 5

Payments for services expedited by **map** for the customer are immediately due upon receipt of the invoice and shall be settled at the latest within 8 calendar days from the invoice date – unless agreed otherwise in writing - without any deductions of any kind. For the avoidance of doubt no bank fees shall be borne by **map**. Any payment is to be credited against the oldest debts irrespective of any dedication mentioned in the transfer.

The debtor is the person or entity who orders any of the services offered by **map**, unless it is obvious that this person or entity is acting on behalf of a third party. If it is not obvious and if it is not proven by the circumstances that the person or entity ordering services is acting on behalf of a third party and (legally) entitled to do so, then this person or entity shall be considered debtor. In any case it is agreed that the person or entity ordering a service will be considered codebtor.

Any payment will be counted towards the oldest outstanding amount. Delays in payment will be penalised with 17 % interest per annum. Should the secondary market net yield for loans in further sense (table 5.4. of the Austrian National Bank based on September 1st, 2005) be raised an additional 3% of the previously mentioned interest rate of 3% per annum, the interest rate will be altered accordingly without further notification. Any and all costs and expenses in connection with debt collection, including but not limited to, costs for debt collecting agencies, lawyers and legal proceedings are to be solely paid by the debtor and will become part of the debt.

map reserves the right to refuse to render any services – even if a service has been confirmed by **map** - as long as a customer's account is delinquent. In such a case, the customer does not have the right to make any claims or objections due to non-fulfilment of any existing contract and Customer undertakes to indemnify and compensate **map** for any and all damages – including lost revenue – caused by the late payment and subsequent stop of service(s).

§ 6

The aircraft owned or leased by the debtor and operated by **map** shall be pledged as collateral for all claims of **map**.

§ 7

Any and all claims or objections have to be made in writing within 14 calendar days after occurrence or receipt of invoice, whatever occurs first. Claims or objections made at a later point in time may be rejected by **map** without any further comment or liability to **map** and without relieving the customer from its obligation to pay the full amount invoiced – plus any late fees and interest if applicable. If no claim or objection is received within the period as per § 7 the Customer expressly and explicitly agrees that the invoice is accepted and legally binding and enforceable or waives any right which might be based on or in connection with the occurrence.

§ 8

For flight planning services the responsibility for the correct and complete flight preparation and planning rests solely with the commanding pilot. Any discrepancies must be reported to **map** and corrected before the actual flight is commenced.

Certain data delivered by **map** is based entirely or partly on data provided by the customer, e.g. aircraft weights, aircraft loading data, fuel quantities and distribution thereof. **map** has to rely on this data received and has no obligation to verify the correctness of the information. Therefore, **map** takes no responsibility for calculation errors caused by incorrect data delivered by the customer or its representative.

Performance calculations are the responsibility of the commanding pilot. This includes the loading of the aircraft in such a way that all legal regulations and requirements can be satisfied in full.

The final responsibility remains with the commanding pilot. **map**'s responsibility is limited to deliberate negligence or wilful misconduct of an employee of **map** in a leading position and

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excludes any and all consequential damages irrespective of its nature or cause.

map cannot be made responsible for higher forces.

map takes no responsibility for any services rendered by a third party even if the service has been arranged by **map**.

§ 9

Data required to successfully execute services may be stored in **map**'s (electronic) databases; this includes personal data on customers or passengers. The customer agrees to this procedure.

§ 10

map reserves the right to postpone, cancel or redirect a flight at all times due to war or warlike events that may lead to war, or any fact – including but not limited to meteorological conditions or technical status of the aircraft - which might or in **map**'s view could potentially endanger the safe execution of the flight concerned without accepting any liability for financial or other disadvantages or losses even when the postponement, cancellation or redirection is decided upon on short notice. The decisions whether a flight can be carried out, or not incumbents solely with **map**.

§ 11

In the case that a flight cannot be carried out or the start of said flight is delayed due to technical or other safety related reasons **map** will try, as far as possible and reasonable, to arrange an alternative means of transport, but accept no liability for any disadvantages or losses to the customer that occurs due to cancellation or delay.

§ 12

The customer recognizes expressly the rights of **map** to refuse any passengers or person to board or be transported if the person suffers from an infectious disease, is under the influence of alcohol or drugs, transports or plans to transport onboard the aircraft illegal substances of any sort or anything of an illegal nature that is considered a breach of the law or can be punishable by law either in the country of origin, destination, over flown or in Austria.

In such a case the payment obligation of the client shall pertain to the actual costs occurred by **map** as well as damage costs and lost revenue.

§ 13

In the case of cancellation of an order by the client, the client is liable for all costs incurred.

The following cancellation fees shall become payable with immediate effect should Charterer cancel the flight contract for any reason.

Charterer shall advise Carrier in writing of his cancellation of the flight contract.

In this event, the following cancellation fees will be charged:

Until 10 days prior departure: 10% of the flight price, minimum 1.000.- EUR

9-7 days prior departure: 20% of the flight price;

6-3 days prior departure: 40% of the flight price;

3-1 days prior departure: 60% of the flight price;

24 hours before departure: 80% of the flight price;

If the Charterer cancels the order less than 12 hours before the planned execution of the service the full (100%) contract value is to be paid.

§ 14

It is the responsibility of each individual passenger to ensure that all entry requirements for the planned itinerary are met. This includes but is not limited to visa and custom requirements. **map** is not liable for any loss suffered out of this title and may claim compensation for any loss suffered by **map** – especially fines which have to be paid by the operator or additional flights necessary.

§ 15

Austrian law shall exclusively govern all legal relationships.

§ 16

The competent court in Vienna, Handelsgericht Wien (Innere Stadt) Austria shall have exclusive jurisdiction, as far as legally admissible

§ 17

In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such provision shall be deemed modified to the extent necessary to render it valid and enforceable and legal. All other provisions shall remain unchanged and in full force and effect. If individual regulations of these general terms and conditions should be or become futile or should be or become otherwise ineffective, the validity of the remaining regulations is not influenced.

§ 18

The failure of **map** in any one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege or option herein conferred upon or reserved to such party, shall not be construed as a waiver of any future breach of any covenants or conditions or of the right to enforce the same or to exercise such privilege, option or remedy.