

General terms

Star Wings Dortmund Luftfahrtgesellschaft mbH – D-175 EG

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1. General / Scope

1.1. Definitions:

Terms and expressions used in the text below shall have the following meaning provided the text itself or the context do not expressly stipulate otherwise.

1.2. Contractor:

Contractor shall be the company Star Wings Dortmund Luftfahrtgesellschaft mbH.

1.3. Principal:

Any person having closed an agreement with the company Star Wings Dortmund Luftfahrtgesellschaft mbH as well as any person or entity which is being conveyed, or is to be conveyed, or which hands over any good to be transported, save for members of the crew, can be a Principal.

2. Fulfilment of Contract/Sub-Contractors:

2.1. In order to fulfil the obligations resulting from such agreement, Contractor may use, wholly or partly, services of any third party, in particular other sub-contractors. This shall include use of an aircraft other than the aircraft mentioned in an offer or agreement in order to fulfil a contract. In addition, Contractor may use licenced third party staff as substitute for own airline staff in order to fulfil a contract.

3. Payment Obligations of Principal:

3.1. Upon receipt of an invoice or equivalent billing statement, payment shall become due and payable without deduction provided nothing on the contrary has been agreed in writing between the Parties.

- 3.2. In the event Principal does not pay after having received a reminder of Contractor after payment being due and payable, Principal shall be in default upon receipt of such reminder. Even without reminder Principal shall be in default if a time-limit per calendar has been fixed for payment. Principal shall be in default at the latest if he does not pay within 30 days of a payment becoming due and payable, and receipt of invoice or equivalent billing statement. This shall only apply toward a Principal who is a consumer if invoice or billing statement specifically indicated to this consequence. Besides, statutory provisions shall apply.
- 3.3. Pecuniary debts shall be subject to interest during default. Default interest shall be 8 per cent points above the basic interest rate as far as Principal is an enterprise in the meaning of § 14 BGB [German Civil Code]. Contractor shall not be excluded to claim higher interest rates for another legal reason in case of default. Furthermore, claiming of further damages shall not be excluded.
- 3.4. Principal shall be prohibited to set-off against other claims toward Contractor. In the event of delayed or incomplete payment, Contractor shall be entitled to cancel performance of a flight with costs and to refuse transportation.

4. Delayed Flights

- 4.1. Contractor shall only be liable for possible damage resulting from delays or other disruptions of air traffic if Contractor is at fault. Provisions of Montreal Treaty as well as Warsaw Treaty shall remain unaffected as far as applicable.
- 4.2. Principal shall be under an obligation to reimburse expenses and claims asserted by third parties toward Contractor if a period of time has been exceeded during which an aircraft has been provided to Contractor for use in accordance with an agreement because passengers, luggage or freight have not been provided on time, or because travel documents, or other documents, or proof necessary for transportation have not been provided / not been provided on time. The same shall apply if a period of time has been exceeded due to acts or omissions the Principal is responsible for.
- 4.3. Principal shall at least owe possible fees of airport providers, air-traffic control providers and additional expenses for waiting times and extension of necessary flying times.
- 4.4. Furthermore, Contractor's claiming of further damage beyond this shall not be excluded.

5. Withdrawal Due to Default:

- 5.1. In addition to general statutory rights of withdrawal, Contractor shall be entitled to withdraw with immediate effect for good cause. Such good cause shall be in particular:
 - Principal's inability to pay, in particular application for insolvency proceedings by Principal or any third party, and other similar financial difficulties;
 - if securities requested by Contractor are not provided;
 - flight itself is impossible due to circumstances equivalent to force majeure;
 - if regulatory authorities issue precise safety instructions as regards respective departure or destination (travel safety warning) which lead to assume possible danger for aircraft or passengers.

- 5.2. In lieu of withdrawal, Contractor shall be entitled to offer fulfilment/performance at a later point in time.
- 5.3. Any declarations in relation to a withdrawal require written form in accordance with §§ 126 et seq BGB. However, qualified electronic signature in accordance with the German Signature Act in case of electronic transmission is unnecessary. Notification, however, needs to bear a sender's name and needs to be assignable.

6. Fees in Case of Withdrawal by Principal (cancellation fees):

- 6.1. Should Principal withdraw from a contract prior to an agreed date of flight, the following fees are applicable as compensation toward Contractor:

After closing of agreement:	5 % of agreed remuneration, at least EUR 500.-
96 hours prior to first flight, beginning of flight	10 % of agreed remuneration
72 hours prior to first flight, beginning of flight	20 % of agreed remuneration
48 hours prior to first flight, beginning of flight	40 % of agreed remuneration
shorter period of time:	80 % of agreed remuneration

Authoritative for determination of time-limits shall be receipt of withdrawal notice at the Contractor's.

7. Remuneration of Third Party Company:

- 7.1. In the event of withdrawal by Principal, any remuneration charged by third parties for regular fulfilment shall be owed by Principal with their full amount. Information on costs incurred by third parties and agents resulting from withdrawal will be provided toward Principal separately.

8. Changes/Rebookings:

- 8.1. Any changes of flight route, destination, and possible scope of transportation shall be possible without any additional expenses up and until 24 hours prior to beginning of flight as far as a precise aircraft is available, and necessary permits of third parties, in particular regulatory authorities (landing permits and slots) and aviation companies, have been granted. Changes within a shorter period of time prior to flight shall be subject to an additional charge of at least EUR 500.- to be paid by Principal.
- 8.2. In case of withdrawal from such changed or rebooked flight, aforementioned terms and conditions are applicable.
- 8.3. For assessment of remuneration / replacement, the respective higher amount shall apply as far as such change would have resulted in a lower remuneration in case of fulfilment.

8.4. Contractor reserves the right to claim further compensation in excess of the aforementioned lump-sum compensation.

8.5. In the event Principal is a consumer in the meaning of the provisions of the German Civil Code, he may reserve the right to produce evidence that no damage has occurred, or a lower damage than claimed with the aforementioned lump-sum compensation.

9. Contractor's Liability for Unenforceability:

9.1. In the event of cancellation or delay of flight, Contractor shall not be liable if such cancellation or delay does not at least result from gross negligence, and cause for it is not within the Contractor's domain. Such exclusion of liability shall be applicable, in particular, in case of force majeure as well as impairments by regulatory authorities/governmental acts, or any other third party's acts having influence on a flight, such as strike, lockout, war or war-like situation.

9.2. Any liability of Contractor for damages caused by acts of other aviation companies, service providers or customs clearance providers and their agents, or in relation to items left behind aboard by passengers or others shall be excluded.

9.3. Liability in case of injuries to life, limb or health shall be depended on statutory provisions.

9.4. Contractor's liability shall be excluded if Contractor took any reasonable measures in order to prevent damage, which can be proven, or if suitable measures seemed impossible.

9.5. As default which the Contractor is not responsible for, and which impairs fulfilment of contract or renders it impossible, shall in particular be considered such outside the reasonable control of the Contractor, and shall e. g. include the following:

- weather conditions preventing a flight;
- overburdened airspace or airports and their facilities;
- refusal to grant or withdrawal of possible required traffic or overflying permits abroad as well as landing, take-off and other permits;
- natural disasters, force majeure and equivalent events

10. Data Protection

10.1 The personal data required for operating a flight will be collected and processed exclusively for the purpose of implementing the transport agreement by the above-mentioned responsible party within the meaning of Art. 4 para 7 DS-GVO (European Basic Data Protection Regulation), the legal basis being Art. 6 para 1 lit. b) DS-GVO.

10.2 Your personal data will only be forwarded to recipients of any companies involved in this contractual relationship, e.g. to obtain landing rights. Furthermore, statutory regulations exist for the transmission of personal data, e.g. to safety authorities. The legal basis concerning this is Art. 6 para 1 lit. c) DS-GVO.

10.3 In addition to that, we might process your data based on a legitimate right of the company, Art. 6 para 1 lit. f) DS-GVO.

10.4 The storage period is limited to the period that is necessary for the fulfilment of the agreement. Data is automatically deleted in accordance with the statutory retention requirements.

10.5 You have the following rights concerning personal data pertaining to your person towards the responsible party:- Right to Information,- Right to Correction or Deletion,- Right to Limitation of Processing,- Right to Objection to Processing,- Right to Data Transferability.

In addition to that, you have the right to complain about how we process your personal data to the relevant supervisory authority for data protection, the State Representative for Data Protection and Freedom of Information North Rhine-Westphalia (LDI).

10.6 Please find further information on data protection on our website at www.starwings.com/Datenschutz

11. Final Provisions:

10.1. Any changes of and amendments to an agreement, in particular withdrawal or revocation of this written form requirement, require written form.

10.2. Agreements shall be exclusively subject to the laws of the Federal Republic of Germany, in particular the Aviation Act and pertinent provisions, Montreal Treaty, Warsaw Treaty, regulation (EC) No. 2027/97 of the Council of the European Union dated 9 October 1997.

10.3. Exclusive place of jurisdiction in relation to all disputes resulting from contracts with Contractor shall be the Amtsgericht [local court] or Landgericht [regional court] Dortmund in accordance with subject-matter jurisdiction, as far as the Principal is not a consumer in the meaning of § 14 BGB.

10.4. Should a provision of these Standard Terms and Conditions be or become, partly or wholly, invalid or unenforceable, the remaining provisions shall remain unaffected. In such case, a contract shall be implemented with a regulation which comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply to possible legal gaps in this contract which are to be replaced by a provision the Parties would have reasonable agreed, taking into consideration the intentions and objectives of this contract, had they been aware of this legal gap.