

## X-Operations - GENERAL TERMS AND CONDITIONS

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### 1. Applicability; Conclusion of contract

- 1.1. These General Terms and Conditions (GTC) are the complete and exclusive statement of the understanding between X-Operation (hereinafter called "X-O") and the Client with respect to the services which X-O and the Client contemplate that X-O will perform for the Client, or for which X-O will arrange performance for the Client ("Services"), from time to time, at the request of the Client. X-O shall provide its services exclusively on the basis of the following General Terms and Conditions. They shall also apply to all future business relations, even if they are not expressly referred to. By requesting and receiving any or all of the services of X-O, Client agrees to be bound by the terms and conditions contained herein.
- 1.2. Deviations from these General Terms and Conditions and other supplementary agreements with the Client shall only be effective if they have been confirmed by the X-O in writing.
- 1.3. Terms and conditions of the Client, if any, shall not be accepted unless expressly agreed otherwise in writing on a case-by-case basis. No separate objection of X-O to the Client's GTC shall be required.
- 1.4. If any provisions of these General Terms and Conditions are ineffective, the effectiveness of the remaining provisions and the contracts concluded on the basis of the same shall not be affected. The ineffective provision shall be replaced by an effective provision which comes as close as possible to the meaning and purpose of the ineffective one.
- 1.5. X-O offers shall be subject to change without notice and non-binding.

### 2. Scope of services; Client's duties to cooperate

- 2.1. The scope of the services to be rendered shall be based on the specifications of X-O quotation or the range of services offered by X-O valid at the time of the order. Subsequent modifications of the services shall be subject to X-O's written confirmation. When executing the order X-O shall be free in its discretion within the framework specified by the Client.
- 2.2. The Client shall make accessible to X-O completely and in time all information and documents required for rendering the service. The Client shall notify X-O of all circumstances that are relevant to execution of the order, even if they become known only in the course of execution of the order. The Client, if not otherwise agreed, shall bear the costs incurred due to the fact that work has to be done again by X-O or is delayed because of his incorrect, incomplete or subsequently modified specifications,.
- 2.3. If a Client has placed an order at too short notice, X-O reserves the right to refuse it whenever a correct fulfilment of services can no longer be guaranteed. In this case, X-O will indicate expressly this circumstance. If a Client orders X-O to fulfil the service knowing of this circumstance, X-O will not be liable for services that could not be fulfilled correctly due to this reason.
- 2.4. Client shall maintain, in force, policies of insurance providing insurance coverage with respect to Client's flight operations, including, without limitation, aircraft hull and liability insurance covering bodily injury to passengers and other persons and other property damage. Client agrees that X-O shall be entitled to the benefit of such insurance to satisfy Client's indemnification obligations to X-O and Client hereby waives subrogation rights thereunder.
- 2.5. The Client expressly agrees that X-O will electronically collect, store and process the data provided by the Client (name, address, e-mail address, credit card data, bank details) for purposes of performance of the service.
- 2.6. The Client shall further be obliged to examine the documents made available for execution of the flight, delivered by X-O, in particular with respect to "weight & balance" calculations, flight planning and aeronautic information service (NOTAMs, weather briefings) and aerodrome data. Regardless of these results, the Client is under no circumstances released from its legal and professional obligations to control the results, which are delivered by X-O.
- 2.7. At all times Client shall maintain, in force, policies of insurance, providing insurance coverage with respect to Client flight operations area, including, without limitation, aircraft hull and liability and including appropriate war insurances plus covering bodily injury to passengers and other persons and other property damage.

### 3. External services; Commissioning of third parties

- 3.1. X-O may perform the services requested by the Client either directly or by or through Providers. X-O shall not be responsible for any misconduct or negligence on the part of any Third party provider appointed by X-O.
- 3.2. X-O has developed and continues to develop a worldwide network of International service providers to coordinate servicing the aviation needs of X-O's clients, and of third party provider to provide certain services and goods arranged by X-O and its Providers.
- 3.3. Providers and 3rd party provides may be unrelated to X-O, or may be related to X-O as joint ventures, corporate subsidiaries, or in other forms. All Providers and 3rd party provides act as independent Agreement or/and X-O does not have the right to supervise and does not supervise details of their operation, and shall not be liable for and does not accept liability for their acts and omissions. X-O sole obligation shall be to use ordinary care in the selection of such Providers and X-Os. The foregoing shall remain true notwithstanding that X-O may directly or indirectly, share or participate in the revenues or profits arising from the activities of a Provider.

### 4. Fees

- 4.1. Cost estimates provided by X-Operations shall be non-binding.
- 4.2. Prices and charges for Flight Support Services shall be those published by X-O in its current price list or agreed in the quotation provided to the client. The charges set out in the price list are for the services of X-O and do not include third party charges and disbursements such as:
  - Fees paid for landing or departure or other permits and clearances,
  - Third party charges for communications, any other charges, fees or taxes, including without limitation navigation charges, imposed or levied by the airport, customs or other governmental or quasi-governmental authorities against the Client or X-O in connection with the Client's flight, or
  - Expenses and disbursements incurred with or disbursed to third parties in connection with parking, stopover, and handling of flights, other flight support arrangements, and/or charges for delayed or cancelled flights or cancelled guaranteed hotel reservations.
- 4.3. Prices for any services rendered by X-O and which are not expressly covered by or listed on current the price list, shall, if not agreed upon at the time of request, be determined by X-O in its reasonable discretion.
- 4.4. All cash expenses incurred by the X-O shall be reimbursed by the Client.
- 4.5. The price-details in X-O price-lists are subject to change and non-binding. Where it is not explicitly noted, the prices announced by X-O are without VAT. Misprints are reserved.

### 5. Payment

- 5.1. X-O will submit invoices for sales of its Services to Clients which will be payable in full immediately upon receipt of the invoices.
- 5.2. Invoices shall be issued once a month.
- 5.3. Unless questioned or disputed in writing by the Client within 10 business days of receipt of the invoice in question, all invoices shall be deemed correct and accepted by the Client. All Client questions or inquiries should be by letter, fax, or email. Invoice inquiries pertaining to services by third parties will be forwarded by X-O along with letters of inquiry to the third party with a copy to the Client.
- 5.4. In case of default in payment X-O shall be entitled to demand the applicable statutory default interest but at least be entitled to charge default interest of 12 % p.a.. In the event of delayed payment, the Client undertakes to reimburse the dunning fees and collection charges incurred by X-O for the necessary legal measures, and shall take as the basis for this reimbursement at least the amounts set down in the decree of the BMWA (Federal Ministry of Economics and Labour) relating to the highest rates payable to collection agencies. As far as the dunning process is operated by X-O, X-O is entitled to charge a sum of EUR 25.00 for every reminder issued.. Incoming payments shall be credited against the oldest debt.

- 5.5. In the event that the Client defaults on payment of invoices or delays payment beyond 14 days, X-O reserves the right to discontinue Services and X-O shall not be in breach of contract if it suspends Flight Services or additional services until receipt of funds.
- 5.6. Client agrees to likewise pay and reimburse X-O for all cash and credit advances and fees plus incurring an administration charge of 7%.
- 5.7. The Client shall not be entitled to set off claims of X-O against his own claims unless the Client's claim has been recognised by X-O in writing or ascertained by court.
- 5.8. Client agrees that X-O does not have control over the submission of invoices by third party service providers. Consequently, all services incurred by Client are the sole responsibility of Client irrespective of the time elapsed between delivery of those services and request for payment by third party provider of said services.
- 5.9. X-O shall not be held liable for and Client shall indemnify X-O from any loss resulting from any expenses charged to X-O by the Client or any member of the aircraft crew and thereafter deemed improper by the Client upon receipt of X-O invoice.
- 5.10. Unless it is agreed otherwise, the Client bears the costs for bank wire transfers.

## 6. Liability

- 6.1. In cases of slight negligence X-O shall not be liable for damage to property or pecuniary loss suffered by the Client, be it indirect or direct damage, lost profit or consequential damage resulting from a defect, damage due to default, impossibility, breach of obligation, culpa in contrahendo or due to defective or incomplete performance. The harmed party shall have to prove gross negligence.
- 6.2. Any liability of X-O for claims asserted vis-à-vis the Client on the ground of services rendered by X-O shall be expressly excluded, provided that X-O complied with its duty to inform or if it was unable to see such a duty, even due to slight negligence. X-O shall in particular not be liable for costs of legal proceedings, lawyer's fees of the Client or costs of publication of judgments or for claims for damages, if any, or other claims of third parties; the Client shall indemnify and hold harmless X-O in this respect.
- 6.3. X-O shall not be responsible for any failure to fulfill any Service undertaken by X-O at the request of the Client if fulfillment has been delayed, hindered, interfered with or prevented by any circumstances whatsoever which are not within the reasonable control of X-O. X-O shall not be liable for any delays, stoppages, changes or other nonperformance of any Services to the extent that events leading to delays, stoppages, changes or other nonperformance are due to matters beyond the reasonable direct control of X-O.
- 6.4. X-O, its shareholders, executive directors, officers, employees and agents shall not be liable to any Client for any errors in judgment or any acts or omissions that do not constitute gross negligence or willful or wanton misconduct of X-O. The sole liability of X-O and the exclusive remedy of Client, for any injury or damage to the Client arising out of the Services and/or products requested of, arranged by, or furnished by X-O or its suppliers to the Client, shall be the remedy specified in this section.
- 6.5. For damages suffered by the client, X-O's liability is limited to a maximum to the net sales price of the concerned ordered services

## 7. Data protection (visual emphasis according to court decisions)

- 7.1. The Client expressly agrees that the Agency will electronically collect, store and process the data provided by the Client (name, address, e-mail address, credit card data, bank details, etc.) for purposes of performance of the contract and Client service as well as for its own advertising and promotion purposes. The Client agrees to be sent electronic mail for advertising purposes until further notice.
- 7.2. Security against interception or misuse of information transmitted over the Internet cannot be assured. Client hereby assumes the security risk and acknowledges that X-O is not responsible for the interception or use by third parties of any confidential information so transmitted. X-O shall be entitled to make reference to its business relationship with the Client on its own advertising media, including but not limited to its website, by referring to the Client's business name and business logo, with the Clients having the right to revoke his consent at any time.
- 7.3.

## 8. Applicable law

- 8.1. The Agreement and all mutual rights and duties resulting therefrom as well as any claims between X-O and the Client shall be subject to Austrian substantive law, and UN Sales Law shall be excluded.

## 9. Place of performance and place of jurisdiction

- 9.1. The place of performance shall be the registered office of X-O.
- 9.2. The agreed place of jurisdiction for all legal disputes arising between X-O and the Client in connection with this contractual relationship shall be the court having jurisdiction over the subject-matter and X-O's registered office. Notwithstanding the foregoing X-O shall be entitled to sue the Client at his general place of jurisdiction.