



## **Framework Agreement covering the Arrangement of Air Services**

Between

**the Customer**

- hereinafter referred to as "*Principal*" -

and

**NORDAVIA Flug GmbH, Innocentiastraße 32, 20144 Hamburg**

- hereinafter referred to as "*Supplier*" or „*NORDAVIA*" -

The Principal and the Supplier will jointly be referred to as the "*Parties*" within this contract.

### **Preliminary remark:**

NORDAVIA primarily arranges airline transportation services for the carrying out of charter flights in the following areas

- Group trips
- Incentives
- Events
- Congress trips
- Company shuttle
- Exchange of cruise passengers
- Orchestra tours
- TV and film teams
- Sport events/players and fans
- Flights for authorities

- Governmental flights
- Business trips
- Express shipments
- Ambulance flights.

Within this scope, the Principal makes use of the services offered by NORDAVIA.

The Parties enter into the present Framework Agreement for the purpose of the future cooperation between the Parties within the framework of the planning, performance and arrangement of air travels by NORDAVIA.

With regard to the concrete transportation services which will have to be arranged individually, the Parties will enter into so-called individual agreements in each case.

Provided that the individual agreements entered into by the Parties for the rendering of concrete services by the Supplier will not include any provisions which deviate in whole or in part, the legal relationship between the Parties shall be subject to the provisions stipulated in this Framework Agreement.

Within the framework of the concrete rendering of its services (individual agreement), NORDAVIA will - in its own name and its own account - regularly enter into a contract with an air transport company of its own choice covering the performance of air services (Main Contract).

With regard to the internal relationship, the Parties agree that the respective Main Contract entered into by NORDAVIA and the air transport company will be concluded for the account of the Principal.

## **§ 1**

### **Arrangement of Air Services**

1. With regard to the external relationship concerning the air transport company, NORDAVIA in its own name and its own account enters into a contract covering the performance of transportation services with a properly equipped, manned and fuelled aircraft (Main Contract).

The Main Contract always specifies the air transport company (and/or airline) entrusted with the performance of transportation services, the aircraft type, the seats available, the luggage allowance per passenger as well as flight data and air routes.

2. The Parties agree that regarding the internal relationship, the conclusion of the Main Contract by NORDAVIA will be effected for the account of the Principal.

The Principal gives the undertaking that the Principal will exclusively entrust NORDAVIA with the coordination of any tasks required to be done in connection with the performance of air transportation services by the air transport company and that neither the Principal nor any third party will contact the air transport company commissioned by the Main Contract.

If the Principal violates this contractual obligation, the Supplier will be entitled to extraordinary termination of the Framework and of the Individual Agreement without notice for an important reason.

## § 2

### **Principal's rights in case of default regarding the Main Contract**

1. NORDAVIA assigns to the Principal any claims and rights in case of material deficiencies or deficiencies in title with regard to the Main Contract covering the rendering of transportation services as well as any other additional warranty claims against involved subcontractors or other third parties. The Principal accepts this assignment.
2. The claim to performance of the Main Contract as well as claims to compensation for damages suffered by the Supplier shall not be assigned to the Principal.
3. The Principal shall not be entitled to any claims or rights against the Supplier due to defaults in connection with the performance of transportation services under the Main Contract. Nor will the Supplier be liable for consequential damages suffered by the Principal because of defaults regarding the Main Contract.
4. The Supplier points out that the air transport companies in the rendering of their services within the framework of the Main Contract always exclude defaults caused by force majeure, war or warlike activities, hostilities, riot or civil war, arrest, quarantine measures, strike, lock-outs or industrial stoppages (irrespective of whether they are caused by disputes between the air transport company and its employees or between third parties and whether the air transport company can be blamed for this), by the behaviour of airport companies and their employees, facilities of the airports used or of the air traffic control; and the same shall apply to defaults caused by other circumstances, unless the air transport company is responsible for these.

The supplier points out that the general conditions of the air transport companies generally do not allow a termination of the main contract if this termination is conducive to contract another air transport company.

5. The limitation of liability mentioned above is laid down against the background that the Supplier economically only owes the arrangement of air transport and that after deduction of the air transportation fees and further expenses in connection with the Main Contract, he will only be entitled to payment of his services in connection with the arrangement and coordination of his contractual obligation.

6. As far as claims and rights have been assigned to the Principal, the latter commits himself to asserting these claims and rights in his own name.
7. The Principal shall be obliged to inform NORDAVIA immediately and comprehensively about any assertion of claims and rights due to material deficiencies or deficiencies in title against the air transport company.

Nordavia will handover to the principal all information which are necessary to enable him to obtain all rights according § 2 section 1.

### **§ 3**

#### **Main Contract**

NORDAVIA shall be obliged to make sure that the air transport company engaged by NORDAVIA commits itself for its part to carrying out the flight service with an adequate substitute in case of cancellation. This adequate substitute may either be provided by aircraft of the commissioned air transport company or by outside aircraft, as well (sub-charter).

In cases of force majeure, the obligation to provide a substitute will be excluded in accordance with the definition in § 2 sect. 4.

As the parties with regard to the internal relationship have agreed that the respective main contract will be concluded for the account of the principal, it is clarified again that the principal is obliged to identify the supplier from any claims of the air transport company towards the principal which are based on Acts or statements of the principal.

### **§ 4**

#### **Obligations of NORDAVIA**

1. Apart from the arrangement of transportation services in accordance with § 1 of this Contract and the services rendered by NORDAVIA in connection with the instruction of the air transport company (§ 1 sect.1 of this Contract), NORDAVIA shall render a number of additional services in connection with the performance of the arranged air service.
  - a) NORDAVIA provides the Principal with a contact/project manager for each Individual Agreement. The project manager comprehensively supports the Principal and makes decisions in the interest of the Principal in urgent cases and/or in case of non-availability of the Principal.
  - b) The Supplier shall advise the Principal for example in connection with applicable civil aviation acts, regarding appropriate aircraft, slots and appropriate starting and landing grounds.
2. Further services rendered by NORDAVIA such as, for example, feeder service, corporate identity and/or customize-appearance-service as well as flight

attendance, individual catering and in-flight entertainment programmes will be agreed upon by the Parties within the framework of the Individual Agreements.

## § 5

### **Obligations of the Principal**

1. The Principal shall be obliged to transmit at the respective maturity dates the remunerations specified in each Individual Agreement entered into in addition to this framework Agreement to an account specified by NORDAVIA, without charging costs or imposing conditions.
2. The Principal shall be obliged to accept the transportation services specified in each Individual Agreement entered into in addition to this Framework Agreement in accordance with the terms laid down in the respective Individual Agreement.
3. The Principal shall himself be responsible for compliance with all regulations important for the carrying out of the trip (e. g. pass, visa and health regulations, also with regard to animals taken along) as well as for the completeness of the travel records (travel documents, passport, visa, vaccination card, etc.). The Principal is aware of the fact that in case of non-compliance the airline will be entitled to refuse transportation and to demand compensation from the Principal and/or travel participant for any costs and disadvantages caused by this non-compliance.

The Principal will be responsible to NORDAVIA for any damages incurred to NORDAVIA owing to the fact that people attending the trip do not comply with the travel regulations or that travel documents are incomplete.

The Principal ensures that passengers and luggage are on time at the check-in point. Additional costs which might be charged by the airline for waiting periods caused by belated passengers will be born by the Principal.

4. In order to ensure the safety of aircraft, people attending the trip and of the crew, the Principal will also be responsible for ensuring that all passengers/people attending the trip follow the instructions of the commander.

## § 6

### **Reimbursement of expenses and compensation**

1. NORDAVIA shall be entitled to reimbursement of any expenses incurred in connection with the performance of the services and to payment of the agreed compensation.

Expenses and compensation are subject to the amounts specified in the Individual Agreements and will frequently be compounded by NORDAVIA and specified as “*all-inclusive price*” in the Individual Agreement.

2. The all-inclusive price specified in the respective Individual Agreement shall be due and payable as follows:
  - a) 20 % of the all-inclusive price on conclusion of the Individual Agreement,
  - b) additional 80 % of the all-inclusive price 40 days before the flight date at the latest.

The partial amounts becoming due shall immediately be transmitted to the account specified by NORDAVIA in the Individual Agreement, without charging costs or imposing conditions.

3. NORDAVIA shall be obliged to use the incoming amounts primarily for fulfilling its payment obligations towards the commissioned air transport companies.
4. As far as services rendered by NORDAVIA and/or by the commissioned air transport company are liable to sales tax, the Principal will be obliged to pay the respective applicable statutory sales tax in addition.

## § 7

### **Termination of contract**

1. The Principal shall be entitled to terminate this Framework Agreement any time. If at the time of termination there are still mutual obligations on the part of the Parties from Individual Agreements that have already been entered into, the Parties will fulfil these obligations in accordance with the provisions stipulated in this Framework Agreement.
2. Furthermore, the Principal shall be entitled to terminate the respective Individual Agreement any time by written explanation to NORDAVIA.
3. In case of termination of Individual Agreements by the Principal, the Principal shall be obliged to pay to NORDAVIA the amounts specified in the following as flat-rate reimbursement of expenses and compensation for damage:
  - a) 20 % of the all-inclusive price agreed in the Individual Agreement if the Individual Agreement – from the date of its conclusion - is terminated up to 60 days before the first flight date,
  - b) 60 % of the all-inclusive price up to 31 days before the first flight date,
  - c) 80 % of the all-inclusive price up to 15 days before the first flight date,
  - d) 100 % of the all-inclusive price up to 48 hours before the first flight date.

The date of termination (receipt of the declaration of notice by NORDAVIA) shall be decisive for the calculation of the above-mentioned periods.

4. In case that the Principal is in delay of payment by more than 5 calendar days, NORDAVIA shall be entitled to withdraw from the Main Contract with the air transport company and to terminate without notice the Individual Agreement correspondingly concluded with the Principal afterwards.
5. Both Parties shall any time be entitled to extraordinary termination of this Framework Agreement and of the Individual Agreements without notice for an important reason.
6. In case of extraordinary termination for an important reason on the part of the Supplier and in case of termination in accordance with figure 4, the Principal shall also be obliged to pay the flat-rate reimbursement of expenses and compensation for damage in accordance with figure 3 of this paragraph.
7. The Principal will not be obliged to pay the flat-rate reimbursement of expenses and compensation for damage in accordance with figures 3, 4, 5 and 6 if he furnishes evidence that the Supplier has suffered a smaller damage.
8. The termination requires to be made in writing and the statutory written form shall be regarded as complied with if facsimile or e-mail are being used. The declaration of notice has to specify the person giving notice and the respective Individual Agreement that is being terminated.

## **§ 8**

### **Price basis**

1. In case that the price basis underlying the calculation deviates by more than 10 % or if an individual item of the calculation (for example the fuel price, landing fee, handling charges, de-icing costs, etc.) deviates by more than 5 %, the Principal will be obliged to refund the Supplier such price increases.
2. The same shall apply if NORDAVIA is obliged with regard to the commissioned air transport company – or to another third party commissioned by NORDAVIA in the rendering of its services – to bear costs which have been caused by one of the above-mentioned deviations.
3. At request of the Principal, NORDAVIA will provide the Principal with the documents and records available to it proving such deviations.

## **§ 9**

### **General terms and conditions of the air transport companies**

1. NORDAVIA points out to the applicable air transport companies' general terms of transportation for air passengers and luggage as well as to the general terms and conditions of the air transport companies.

2. The Principal commits himself to informing the persons attending a trip about the content of these terms and conditions – particularly with regard to prices/payment, travel documents, rebooking, cancellations, changes/changes of flying time, termination of the contract due to exceptional circumstances, liability, travel records, check-in, transportation of luggage, not allowed luggage, excess luggage and special luggage, transportation of small children, children and young persons, transportation of pregnant women, behaviour of air passengers and to the use of electronic devices.

The Principal will independently inform himself about the content of the above-mentioned terms and conditions to the full extent.

### **§ 10 Final provisions**

1. Any obligations assumed by NORDAVIA under this contract shall only be effective provided that there are no conflicting relevant mandatory legal requirements and they are only accepted subject to the granting of approvals that might be necessary and furthermore under the provision that the necessary official decisions and conditions can be complied with.
2. Any modifications of and supplements to this contract require to be made in writing in order to be effective. This shall also apply to a change of this written form clause.
3. Should one or several provision(s) of this contract prove to be invalid later on, this shall not affect the validity of the other provisions and the invalid provision(s) will be replaced by such a legally effective provision deemed to be wanted and declared which is closest to the purpose of the invalid provision(s) and of the whole contract, taking into account good faith, common usage and the customs and practices applicable in similar business transactions.

The contracting Parties commit themselves to submitting supplementary declarations as far as such will be necessary.

4. This Framework Agreement and its performance is subject to the law of the Federal Republic of Germany.
5. Exclusive jurisdiction and place of performance shall be Hamburg. It is up to the supplier to alter the place of performance to the place of jurisdiction of the principal.

Hamburg, 10.May 2012