

General Terms and Conditions for Air Service Berlin CFH GmbH
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Section I. Conclusion of the contract

§ 1

Delivery of a ticket or written confirmation of the conclusion of the charter contract for chartering an aircraft operated by ASB constitutes a valid contract for the performance of transport services based on the contract and under consideration of the following General Terms and Conditions.

§ 2

Individual tickets are valid for six months from delivery of the ticket, or if mailed via postal service the date of the postmark, unless a different expiration date is explicitly marked on the ticket. With regard to flight operations, the maximum weight per person is 120 kg for the specified transport. Persons with bodyweights exceeding 120 kg must purchase an additional ticket to utilize the transport service.

§ 3

Dates indicated in the charter contract are fixed dates that can only be changed with approval from ASB. Individual provisions of the charter contract, especially with regard to dates and cancellation apply.

§ 4

To the extent that a flight must be cancelled for reasons listed in Section III of these General Terms and Conditions, the parties agree under consideration of the customer's requests for dates on one to three alternative dates. If flights cannot be performed on any of these alternative dates, ASB will refund the ticket price. Refunds are always issued to the payer (receipt, bank statement, or similar) who must present the original ticket. A processing fee in the amount of 15% will be deducted for refunds requested by the customer.

Section II. General rules

§ 1

ASB will not confirm or reserve a flight until payment for the flight has been received. During the reservation process, the customer must state his phone number, weight, and any special circumstances, such as physical disabilities or pregnancy. The customer is only entitled to name up to three alternative flight dates if the first reservation was made within twelve weeks from the receipt of the ticket. If the passenger is not able to appear on the agreed upon flight date, he must submit notification that he cannot appear no later than 3 calendar dates prior to the flight date or provide a suitable person for replacement. If the customer has made the first reservation within four weeks from the receipt of the ticket, he may arrange for two alternative dates. Failure to appear will void the ticket void without replacement.

§ 2

ASB is only obligated to perform the flight if the agreed upon fee for the flight has been received by ASB. The fee is due 14 business days from the date a ticket was mailed via postal service, beginning with the issue date on the ticket. With charter contracts payment is due in compliance with payment terms indicated in the contract. In the event of late payments, ASB has the right to charge a processing fee in the amount of Euro 5.00 per reminder and charge interest in the amount of 3% plus prime of the amount due.

§ 3

The transport of passengers in aircraft is subject to the Warsaw Convention. According to the international regulations of aviation, liability of the air carrier for passengers and cargo is limited to total amounts listed therein. When in doubt, the Warsaw Convention applies. In addition, German Law applies. Claims for damages with regard to transportation cost, return transport cost, or loss of wages to no avail are excluded. This does not apply when ASB is guilty of intent or gross negligence. Otherwise, ASB is only liable in the case of intent or gross negligence.

§ 4

Transport of luggage is excluded unless otherwise specified in these General Terms and Conditions. Luggage may not contain the following items or materials:

- Explosives, fireworks including illumination and signal rockets, combustion engines, ammunition, flammable, non-flammable, deep-frozen, and poisonous gases (such as CS gas, camping gas),
- Flammable liquid agents such as paint and thinners including lighter fluid, flammable solid and other easily flammable materials, and
- Agents that are prone to self-ignite, agents developing flammable or poisonous gases when coming in contact with water, oxidizing agents (such as bleaching powder and peroxide), poisonous (toxic) agents, and pathogenic germs (bacteria and viruses), radioactive materials,
- Corrosive items such as acids, alkaline cells, and mercury,
- Magnetizing agents and other hazardous goods, which are listed in the IATA Regulations for Dangerous Goods.

Excluded from the provisions are medications and medical equipment to the extent they do not jeopardize flight safety. Pets are not allowed, unless explicitly agreed to in the flight confirmation. The responsible air carrier has the right to exclude individual passengers who are under a major influence of alcohol or drugs prior to the flight. In this case, the cost of the ticket will not be refunded.

Section III. Flight operational reservations

§ 1

Whether a flight is performed or not is subject to the current weather conditions. The responsible air carrier has the sole right to decide whether to fly or not. If a flight is not performed, the above-named provisions apply to the agreement for alternative dates.

§ 2

Furthermore, flight performance is subject to compliance with aviation regulations, and with the waterplane also waterway regulations. These regulations may prohibit individual flights. With non-performance of a flight for these reasons, the provisions for the establishment of alternative dates apply.

§ 3

In addition, flights are contingent upon a sufficient load of the aircraft, for which ASB is solely entitled to make a decision. ASB is obligated to notify the customer about the insufficient load no later than three days prior to the confirmed date. ASB has the right to reschedule three times due to an insufficient load before the customer has the right to claim a refund for the full price of the ticket.

Section IV. Aircraft

§ 1

ASB is not required to provide a replacement aircraft of the same or similar type at any time.

§ 2

Only the responsible air carrier decides the number of passengers for flights with the Hi-Flyer. Therefore, liability for a certain duration of a special event based on a separate contract is excluded.

§ 3

The duration of a flight with the hot air balloon is not exactly foreseeable and generally lasts (between) 60 and 90 minutes. Passengers do not have a right to travel a certain distance at any time. The transporting conditions for transport with the hot air balloon additionally apply to flights with the hot air balloon.

§ 4

With flights on the DC3, luggage is only permitted on one-way flights (departure and arrival airports are not identical). Luggage may not exceed a weight of 10 kg per passenger. The customer is explicitly advised, that return flights for one-way flights cannot be guaranteed for reasons listed in Section III. This provision also applies to any one-way flights with any of ASB's other aircraft.

§ 5

Roundtrip and one-way flights do not include reimbursement of any incurred lodging or other return costs.

Section V. Final provisions

§ 1

ASB's price list valid on the date of contract conclusion applies.

§ 2

Special transport regulations apply to travel.

§ 3

If individual provisions are invalid, the remainder of the contract is not affected.

§ 4

Place of fulfillment and legal venue for all claims arising from this contract is Berlin.

**General Terms and Conditions for travel organized by
bluebox GbR Caporaso & Groß [travel & eventmangement]
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The following conditions apply to all business relationships unless otherwise agreed to in writing:

§ 1

Registration and conclusion of the travel contract

The travel reservation is a binding offer to conclude a travel contract with bluebox. Registration may be in writing, by e-mail, verbally, or by phone. It is made by the registrant for all persons included in the registration. The travel contract is concluded when bluebox mails the booking confirmation.

§ 2

Payment terms

A down payment in the amount of 10%, but not less than Euro 50.00, is due at the time the contract is concluded. The remainder of the travel price is payable two weeks prior to travel.

Or: The full travel price must be paid four weeks prior to travel.

The full travel price is due at the time of booking for short-term bookings less than four weeks prior to travel. If payment is not made on time or in full, bluebox has the right to cancel the trip and claim damages in the amount of cancellation fees. Bluebox will not mail the travel documentation until the full payment of the travel price has been received.

§ 3

Services

The content of the travel contract is exclusively determined by the description, illustration, and specified prices in advertising materials and information on the booking confirmation or invoice from bluebox.

§ 4

Service and price changes

Changes or deviations of individual travel services from the agreed upon content of the travel contract that occur after contract conclusion and are not caused by bluebox against an act of good faith, are permitted to the extent that they are not major and don't impact the overall design of the booked trip. Possible warranty claims are not affected. bluebox has the right to service changes if it becomes known prior to beginning travel that individual services cannot at all, or not according to the contract, be performed and similar and reasonable service can be offered for replacement. bluebox is obligated to inform the customer about any service changes immediately to the extent that it is possible and if changes or deviations are not minor. If the period of time between the conclusion of the travel contract and beginning of travel exceeds four months, bluebox may increase the price if such increase is based on circumstances that occurred after conclusion of the contract and were not foreseeable (price increases of carriers, exchange rate changes, fuel cost, fees, deductions, taxes, etc.). The customer then has the right to cancel the contract without paying the fee. bluebox must be notified of the cancellation immediately.

§ 5

Cancellation by the customer

The customer may cancel the travel contract at any time. This also applies to partial cancellations or non-appearance of travel groups. Cancellation must be in writing. Receipt of the travel cancellation by bluebox constitutes the effective date. The following flat fees for travel cancellations apply unless otherwise agreed to:

Up to 28 days prior to travel	10% of the travel price
27 to 14 days prior to travel	25% of the travel price
13 to 07 days prior to travel	50% of the travel price
07 to 01 day prior to travel	75% of the travel price.

A cancellation fee of 100% of the travel price applies in the event of cancellation or non-appearance on the day of travel.

§ 6

Rebooking

If the customer changes names or dates, we will charge a rebooking fee based on the applicable provisions of at least Euro 29.00 per reservation.

§ 7

Cancellation and termination by the host

bluebox may rescind from the travel contract in the following cases or cancel the travel contract after the beginning of travel:

1.

Effective immediately, if the traveler significantly disturbs the trip in spite of a warning from the host or if he behaves in violation of the contract to the extent that the immediate termination of the contract is justified. If bluebox cancels, bluebox retains the right to the travel price, whereby any applicable saved expenses and their advantages will be applied that arose from other applications of the services that were not utilized.

2.

In the event the minimum number of participants has not been reached according to the travel agreement in compliance with the cancellation deadline that is indicated.

3.

Effective immediately if safe travel is in jeopardy due to force majeure or inner or outer unrest.

4.

In addition, the General Terms and Conditions of Air Service Berlin CFH GmbH apply to travel with the DC-3 aircraft, which are printed in Section I, because of the uniqueness of the aircraft. Regulations contained in these conditions apply to the possible inability to perform the air travel accordingly.

§ 8

Warranties and liability

bluebox is liable according to the duty of care of an orderly business man for proper preparation and performance of travel, careful selection of carriers, and the accuracy of the service description. The contractual liability for damages other than injury is limited to three times the travel price to the extent that the incurred damages were not due to intent or gross negligence or to the extent that bluebox is solely responsible for the damages due to a carrier's fault. bluebox is not liable for damages that the traveler incurs due to his own fault or the fault of third parties. The right to change the program due to special events, force majeure, or weather conditions is reserved.

§ 9

Obligation to participate

Employees of local hotels or agencies must be notified of interruptions at the destination immediately. Alternatively, we request immediate notification of the travel organizer. Local employees are not authorized to confirm or acknowledge claims of any kind. The organizer must be given a reasonable deadline to provide a remedy prior to canceling the travel contract. Complaints must be in writing and received by bluebox no later than four weeks after the trip was completed.

§ 10

Place of venue

The traveler can only file suit against the organizer at his location. The place of venue is Berlin.

§ 11

Final provision

bluebox reserves the right to correct errors in advertising materials. If one or more provisions of the contract including these travel conditions is or becomes invalid, the remainder of the entire contract and other conditions is not affected.