

General Business Conditions and transportation conditions for luggage and objects.

MALIAIR Luftverkehr GmbH (subsequently air carrier).

Complementary to the current legal regulations, the following contract regulations are the content of transportation contract closed by both contractual partners.

1. Flight booking and Payment

1.1

A flight booking can be made in writing, orally or telephonically. The booking is binding as soon as the transportation contract has been made. Every air transportation contract is subject to the general business conditions of MALIAIR GmbH. The general business conditions can also be retrieved at www.maliair.com

1.2

The valid terms of payment are those stipulated in the transportation contract.

1.3

If a prepayment is agreed, the air carrier can refuse transportation if the payment has not been made at least one hour before the agreed departure time.

Additionally the air carrier can refuse transportation if the client refuses to make the whole or partial payment before departure. The air carrier in this case is not liable for possible damages or disadvantages resulting from this. The air carrier is entitled to demand an adequate compensation from the client.

2. Services

2.1

The air carrier is responsible for the transportation from the departure until the destination airport of passengers, luggage and other goods, as long as there are no legal restrictions concerning the transportation of certain goods.

2.2

Specific measures to maintain air safety, e.g. the deicing of the aircraft due to bad weather conditions are not included in the price. The decision to carry out these safety measures lies exclusively with the air carrier. These costs are billed to the client without additional markup.

2.3

The air carrier is responsible for services and provisions on board according to the air transportation contract agreement.

2.4

As long as not agreed otherwise, the booking prices and fees are included in the transportation from airport to airport.

2.5

The air carrier has the prerogative of hiring other carriers as subsidiaries other than the one mentioned in the contract. The client in this case is not entitled to claim indemnities.

3. Flight Schedules

3.1

Flight schedules stipulated in the air transportation contract are vitally important. In case of other types of disruption of the flight operation which may lead to property or economic damage, the air carrier and or subsidiary carriers will only be liable for grossly negligent or intentional behavior within the scope of the legal regulations.

3.2

The client must ensure that the clearance of passengers, luggage, and other freight goods be made no later than 20 minutes before the departure

schedule. A shorter clearing time must be stipulated in writing. The air carrier will not be liable for damages caused by late arrival of passengers as well as late check in of luggage and other freight.

4. Transportation Regulations

4.1

The client must inform its passengers about the regulations concerning them as stipulated in the following regulations and any other matters with respect to their flight ticket, especially concerning transportation limitations and transportation debarment. The client exempts the air carrier from any claims made against it caused by lack of information by the client to the passenger.

4.2

The client must make sure that the passenger follows all the regulations of the countries from where he departs, which are over flown and that are approached to land such as being able to present entry and departure documents, health certificates as well as other documents which are mandatory in the different countries. The air carrier is not liable for disadvantages which may arise by not following or not complying with the regulations and instructions given.

4.3

The passengers may not carry the following as luggage:

4.3.1

Articles which are capable of endangering the aircraft as well as persons or objects on board, or which are prohibited due to legal regulations or decrees by the country where the aircraft will touch down.

4.3.2

Objects which according to the air carrier or its subsidiaries are prohibited due to their weight, size or that because of their form are not suitable for transport.

4.4

Upon request the passenger must assist the customs agents or other agents in the search of his checked in or not checked in luggage.

4.5

The air carrier or its subsidiary carrier may deny transport:

4.5.1

If it is necessary due to security and orderliness.

4.5.2

If the measure is necessary to avoid an infringement of regulations in the countries from which are being departed, or that are being approached or flown over.

4.5.3

When the behavior, the condition or the physical condition are such that the passenger requires special support by the air carrier and the air carrier is not able to fulfill these or only with too great of an effort.

4.5.4

When the passenger exposes himself, other people, or objects to danger, or his presence can not be tolerated by the passengers on board.

4.6

If the passenger carries objects of any kind with him or in his luggage, that in their external form or description have the appearance of weapons, ammunition, explosive materials. This must be notified to the air carrier before boarding.

4.7

When using electronic devices on board the passenger must follow the instructions of the crew. All flights are non-smoking.

4.8

The transportation of animals must be approved by the air carrier or its subsidiary carriers. In any case this must be previously notified.

4.9

The air carrier is not liable if in good faith it decides that a transport does not comply with the regulations and as a consequence denies the transportation.

5. Taxes, customs charges, expenses, fines

5.1

Diverse taxes, customs charges and other charges imposed by government, regional or other authorities and airport authorities are to be paid additionally, unless specified that they are already included in the ticket price.

5.2

The air carrier is entitled to incur expenses related to the booking, can however not be obliged by the passenger to do so. The passenger and client are liable for themselves and at the same time are co-debtors for their refunding.

5.3

In case the air carrier must pay fines, deposit an amount or make additional disbursements because a passenger has not followed the entry, journey through regulations or the required documents are not available, the passenger and the client are liable for the refunding of these monetary fines.

6. Withdrawal from the Air Transportation Contract

6.1

The client may withdraw from the air transportation contract any time before entering transportation. The transportation is considered commenced when the aircraft begins its operation or is in motion with its own strength. The commencement of the transportation also includes movements of the aircraft which are required for repositioning it in the departure or destination airports.

6.2

In case of a withdrawal of the transportation contract the air carrier has a claim of withdrawal rates which are calculated from the flight fare as follows:

- 4 weeks or more before transportation date, 25%

- 2 weeks or more before transportation date, 50%
- 1 week or more before transportation date, 75%
- 1 week or less before transportation date, 85%

Any modifications to the above rates must be accorded in writing in the air transportation contract.

6.3

If the client withdraws from the air transportation contract after the transportation is considered initiated, he must pay the full amount of the ticket price.

6.4

Important for the withdrawal of the air transportation contract is the filling out of the withdrawal declaration which is available in the offices of the air carrier.

6.5

The air carrier may withdraw from the air transportation contract up to 14 days before transportation without being liable towards the client.

7. Liability

7.1

The air carrier is liable for any damages that may arise concerning air transportation according to the agreement of Montreal in the valid version, as well as the EU-decree 2027/97 in the version of the decree 889/2002

7.1.1

In a trip to a final destination or stop over in an country other than the departure country, the transportation of the passenger may be subject to the agreement of Montreal which limits the liability of the air carrier to death, physical injury or other health injuries, for loss, damage or delay of luggage and hand luggage.

7.1.2

The air carrier is not liable for flight control related delays, or cancellations (especially technical malfunctions of the airplane) or flight deviations e.g. weather related or due to high air traffic density, also in case of acts beyond control such as government agency interferences , sabotage, strikes etc. The decision to carry out a flight even with any of the above mentioned events is left to the criteria of the individual air carrier or its subsidiary carriers. Crucial in this case is the criteria of the crew.

7.2

The air carrier is not liable for damages not caused directly or indirectly by a passenger.

7.3

The air carrier is not liable if it can prove that its personnel or other people responsible for the carrying out of the transportation contract, have taken all the necessary measures to avoid the damage or the it was not possible to take these measures.

7.4

The liability of the air carrier can in no case surpass the evidenced damage. The air carrier is not liable for collateral damage or secondary damage as well as damage compensation of penal nature.

7.5

Lawsuit is barred in the case of luggage damage if the damaged person does not immediately report the damage and in international flights no later than 7 days upon receipt of the luggage. The complaint must be made in written form and must be done within the stipulated time period.

8. Final Terms

8.1

Oral arrangements are not valid and are only valid if they are confirmed in written form.

8.2

If a regulation is invalid in the air transportation contract or in the air transportation stipulations because it contradicts enforced law, the validity of the air transportation contract and air transportation regulations will not be affected.

8.3

Stipulations in the air transportation contract and air transportation conditions may not be changed, limited or excluded by agents, personnel or subsidiaries of the air carrier.

8.4 Preclusion Period for Lawsuits

A lawsuit for compensation may only be made within a preclusion period of 2 years, starting from the date the aircraft arrived at the point of destination, the day the aircraft should have arrived, or the day in which the transportation was interrupted.

8.5

Jurisdiction for both parties is Judenburg, Austria. Austrian law shall be used in the transportation contract.