

- TRUSTAIR-
GENERAL TERMS AND CONDITIONS

1. Supplier of Services

Name: TrustAir Aviation Korlátolt Felelősségű Társaság

Seat: H-9099 Pér, Petőfi u. 1.

Registration number: 08-09-026981

European tax number: HU25140433

Address: H- 1112 Budapest, Budaörsi út 161.

Phone: +36 1 309 1109

Fax: + 36 1 309 1191

E-mail: office@trustair.hu

(**"Supplier"**)

2. General Rules

2.1. These **"General Terms and Conditions"** regulates the usage of the Supplier's medical ambulance flight services (with special respect to the air transport of sick and wounded patients, medical staff and other attendants, drugs, medical materials, transplants, and donors) or „corporate, passenger, last minute cargo” transport and related services (**"Service(s)"**). The Supplier provides his medical ambulance flight services as well as the „corporate, passenger, last minute cargo” and related services – besides other collaborators – with the support of service providers carrying out aircraft operating activities.

2.2. Within the framework of the provided services it is possible to pursue passenger as well as non-passenger transporting activities (the latter is called as **"Cargo"**) and in both cases these General Terms and Conditions shall be applied.

2.3. These General Terms and Conditions shall be further applied also in the case if the Service is received without any remuneration (free of charge).

2.4. These General Terms and Conditions shall be further applied also in the case if beyond air transport vehicle other means of transportation vehicle is used for providing Services.

2.5. Special or unique conditions shall not be considered as a part of the published General Terms and Conditions however the possibility of concluding separate agreements occasionally with appropriate conditions to the certain type of the transaction is not excluded. Any condition differing from the General Terms and Conditions is valid only if it is expressly specified as such in writing.

2.6. The transport vehicles used for providing the Services are not necessarily owned by the Supplier, the operator of them is not the Supplier even if the Supplier is the owner. The operation of transport vehicles — based on contractual agreement between the Supplier and the related third party – are performed by a third-party. Supplier undertakes to reimburse damages caused by the activity of the third-party (freighter) to the Contracting Party according to Section 12.

2.7. With placing an order (see Section 4.2. below) the Contracting Parties expressly accepts these General Terms and Conditions. The same applies to those stipulations of the General Terms and Conditions of which the Supplier in its offer expressly notifies the Contracting Party about, which may differ from the legislation or the usual contractual practice or the terms applied between the parties earlier.

3. Contracting party

3.1. The Services provided by the Supplier is received by the Contracting Party or the person specified by the Contracting Party (“**Passenger**”).

3.2. If the order for Services is placed directly by the Passenger and/or the person having control over the Cargo, then the Passenger and/or the person having control over the Cargo shall be deemed as Contracting Party.

3.3. If the order for Services is placed to the Supplier by a third-party on behalf of the Passenger or the person having control over the Cargo (“**Intermediary**”), the conditions of the cooperation between the Supplier and the Intermediary shall be specified in a separate contract (made by the Intermediary directly or on behalf of the represented person). In this case the Supplier shall not examine whether the Intermediary is duly entitled to represent the Passenger and/or the person having control over the Cargo. (The Passenger and/or the person having control over the Cargo and/or the Intermediary shall be considered as “**Contracting Party**” in the course of applying this General Terms and Conditions.)

4. The conclusion of Contract, method and alteration, reservation

4.1. In return of a verbal or written call for offer by the Contracting Party – including the indication of the departure and arrival stations; the Passengers; the exact description and number of Cargo; the number, content and size of the Passenger’s baggage and any other possible further questions – the Supplier sends an offer which includes the exact path to the General Terms and Conditions. If in 72 (seventy-two) hours after sending an offer the Supplier does not receive a specific order the validity of the previously sent offer expires.

4.2. The order shall be placed by the Contracting Party written or in e-mail and the “Contract” concludes with the e-mail confirmation by the Supplier. Even though the Supplier does not carry on aircraft operation activity, in certain respect the ruling of the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed on 12 October 1929 in Warsaw and amended at the Hague on 28 September 1955, further amended at Montreal on 25 September 1975 with the 4th Montreal Protocol (together “**Warsaw Convention**”) and the Convention for the Unification of Certain Rules for International Carriage by Air signed on 28 May 1999 in Montreal (“**Montreal Convention**”) have to also be applied. The Contract concluded according to the above and the document which might be electronically sent by the Supplier shall be considered as plane ticket as ruled by the Article 3 of the Warsaw Convention and shall be also considered as freight document as ruled by the Article 3 Section 1 of the Montreal Convention. The verbal confirmation of the Supplier or the verbal modification of the former Contract shall not be deemed as a contract, thus the conclusion and modification of the Contract shall be made in a form as it is specified above.

4.3. The Contract on receiving Services only covers a previously determined transport route. Any changes in the terms of the Contract made by the Contracting Party shall be announced in advance. In case of medical ambulance flight it has to be announced 4 (four) hours before the commencement of Service providing at the latest, in any other cases it has to be announced 8 (eight) hours before the commencement of Service providing at the latest (in both cases based on the UTC time of departing station), provided however that any additional costs may occurred arising from this has to be borne by the Contracting Party. In case of the request for modification announced within the above-mentioned

time limits, the Supplier shall make its utmost for granting the request, however if in spite of the efforts the modification cannot be placed and preformed, the Supplier shall not be liable for this in any respect. If the request for modification announced in the set time limit, the Supplier recalculates the pricing of the modified Services and notifies the Contracting Party on this. If the previous consideration originally agreed in the Contract is decreased more than 15% due to the request for modification, the Supplier shall be entitled to receive the total originally agreed consideration for the Service provided however that he will be entitled to receive the difference between the previously agreed and the modified consideration as a penalty for breach of contract. If the request for modification is announced after the expiry of the time limit the Supplier is not obliged to perform it. However should the Supplier still perform the modification the conditions specified in this section shall apply.

4.4. If the Contracting Party does not use the Services, even though the Contract was made, (including the cases when his modification request announced whether within or outside the time limit cannot be granted for any reason, and the Contracting Party does not want the Services to be made pursuant to the original Contract), or interrupts receiving the Services any time before the set time the Supplier is entitled to the amounts specified hereunder in Section 5 as penalty for breach of contract (in case of interruption of receiving the Services, the Supplier shall be entitled to the proportionate fee considering the Services provided until the interruption. If the fee is lower than the amount specified in Section 5 hereunder, the difference till the amount specified in Section 5 the Supplier is entitled to the difference as penalty for breach of contract). Supplier is further entitled to resale the service capacity released before the date of expiry.

4.5. The Supplier is entitled to assign its rights and obligations under the Contract to a third party without the consent of the Contracting Party at all times, with the simultaneous noticing obligation of the Contracting Party thereof. The Contracting Party is entitled to make a written cancellation of the Services (withdraw the Contract) without penalty within 3 (three) days after receiving the said notice, or if there is less time remaining until the commencement of providing Services than until the commencement of providing the Services. In this case the Supplier shall be free from all responsibility. In lack of cancellation the Supplier shall not be liable towards the Contracting Party for the performance of the Contract the third party affected by the assignment shall bear all responsibility in this respect. The Contracting Party is entitled to assign the rights and obligations under the Contract to a third party in any form exclusively upon the previous written consent of the Supplier.

5. Terms of cancellation

5.1. Following entering into the Contract the Contracting Party is entitled to cancel the Services (withdraw the Contract) and/or the interrupt the already commenced Services exclusively in writing and upon having paid the penalties for breach of contract hereunder:

- 20% of the full Service price originally stipulated in the Contract, if the cancellation occurs 72 (seventy-two) hours before the supply of Services begins at the latest (according to UTC time of the departing station),
- 30% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 72 (seventy-two) but at least 48 (forty-eight) hours before the supply of Services begins (according to UTC time of the departing station),
- 40% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 48 (forty-two) but at least 24 (twenty-four) hours before the supply of Services begins (according to UTC time of the departing station),
- 50% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 24 (twenty-four) but at least 12 (twelve) hours before the supply of Services begins (according to UTC time of the departing station),

- 80% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 12 (twelve) hours before the supply of Services begins or at the commencement of the supply of Services at the latest (according to UTC time of the departing station),
- 100% of the full Service price originally stipulated in the Contract, if the cancellation occurs any time following the commencement of supply of Services (the commencement of supply of Services means the engine start) (according to UTC time of the departing station).

5.2. In case of cancellation/interruption of the Services regarding transfer of transplants and donors – differing from Section 5.1 above – the Contracting Party shall pay penalties for breach of contract hereunder:

- 10% of the full Service price originally stipulated in the Contract, if the cancellation occurs 6 (six) hours before the supply of Services begins at the latest (according to UTC time of the departing station),
- 20% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 6 (six) but at least 4 (four) hours before the supply of Services begins (according to UTC time of the departing station),
- 50% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 4 (four) but at least 2 (two) hours before the supply of Services begins (according to UTC time of the departing station),
- 20% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 6 (six), but at least 4 (four) hours before the supply of Services begins (according to UTC time of the departing station),
- 80% of the full Service price originally stipulated in the Contract, if the cancellation occurs less than 2 (two) hours before the supply of Services begins or at the commencement of the supply of Services at the latest (according to UTC time of the departing station),
- 100% of the full Service price originally stipulated in the Contract, if the cancellation occurs any time following the commencement of supply of Services (the commencement of supply of Services means the engine start) (according to UTC time of the departing station).

6. Fees

6.1. The prices of Services are announced in the offer sent by the Supplier with the consideration of any and all costs may occur (especially, but not limited to the landing fees, duties, parking fees, navigation fees, managing costs, customs, airport surcharges, accommodation costs, catering services costs of the Passengers and also for the staff, etc.). The fee includes — unless otherwise ruled – all costs (including the transportation of Passenger’s baggage), excludes however the following items, which shall be billed separately above the Service fee:

- fee of possible use of ground ambulance service and all related costs (including the airplane landing strip permission fee),
- fee of possible use of rescue helicopter and all related costs,
- the costs of airport ambulance services,
- the costs of the possible modification of flight altitude according to the health conditions of the Passenger,
- the costs of night flights,
- the airport noise-load fees,

- de-icing fees,
- costs of changes in time schedule,
- all costs arising from possible modification request of the Contracting Party/Passenger.

6.2. Any additional costs and expenses may occur due to amendment of effective rules of law shall be charged on the Contracting Party. The same applies to all expense item included in the Service fee, of which possible rising during the completion of Services at any time shall cause the automatic raise of Service fee with the amount of rising of the given expense item.

6.3. Unless otherwise stipulated in the Contract prices determined therein shall be deemed as not including VAT.

6.4. The Service contains transmitted services thus the final amount of the bill shall include in also the fee of the transmitted services.

7. Method of payment, guarantees

7.1. The Supplier may request the consideration for the provided Services from the Contracting Party – unless stated otherwise by a customized agreement – on the day of the usage at the latest. The fee of the provided Services shall be paid against invoice, without any deduction. The date of the payment shall be the date when the fee is credited on the Supplier's bank account or if other payment method was specified, the date of payment shall be the date from which the Supplier is entitled to dispose over the amount indicated in the invoice.

7.2. For the assurance of the use of the Services and settlement of consideration, the Supplier may:

- a) ask for a credit card guarantee, during which the consideration of the ordered and confirmed Services shall be locked,
- b) ask for advance payment in respect of a part or as a whole of the service fee.

7.3. The Contracting Party shall complete its payment in EUR or HUF and/or in any other currency accepted by the Supplier.

7.4. Any costs and expenses related to the chosen payment method shall be borne by the Contracting Party.

7.5. Default interest shall be paid in case of delayed payment by the Contracting Party. The default interest shall be calculated daily according to as follows:

- if the payment is in EUR, the default interest is equivalent to: the reference interest rate published by the European Central Bank and applicable on the first day of the calendar half-year affected by the delay plus 8%-point / year
- if the payment is in HUF, the default interest is equivalent to: the reference interest rate published by the Hungarian National Bank and applicable on the first day of the calendar half-year affected by the delay plus 8%-point / year
- if the payment is in any other currency, the default interest is equivalent to: the reference interest rate published by the issuing bank and applicable on the first day of the calendar half-year affected by the delay plus 8%-point / year (in the lack of this the money market rate plus 8%-point / year shall be applicable)

7.6. Should for any reason the consideration of Services do not fully settled by the compensation, the Supplier is entitled to unilaterally decide on its own competence, that to which items (main debt, cost and expenses, interests) the sum of the part compensation shall be accounted.

8. The refusal of performance of Contract, the termination of service obligations

8.1. The Supplier is entitled to terminate the Contract with immediate effect, (or to withdraw it) and to refuse the performance of Services, or to interrupt it if the Service providing has already commenced, provided that:

- a) the Passenger does not use properly the transport vehicles used for the Services ,
- b) the Passenger/Contracting Party's attitude does not correspond with the safety rules of the transport vehicle (including also the exceeding of the weight limit of the luggage), or its regulations (including but not limited to the violation of the regulation on the weight, content, size and control of the luggage), or behaves objectionable and rude on the collaborating persons, or if the Passenger/Contracting Party is under the influence of alcohol and other drugs, or behaves threatening, injurious and in any other unacceptable manner,
- c) the Passenger suffers from an infectious disease (except the case of providing Services as medical flight)
- d) the Contracting Party and/or the Passenger and/or the baggage of the Passenger (the baggage means under this General Terms and Conditions every baggage handed over from the Passenger and checked in for carriage in the hold of an aircraft and cabin baggage – namely all baggage not considered as checked in baggage and the baggage held by the Passenger) and/or the Cargo is not in compliance with the regulations and local rules of the departing/intermediate/arrival stations (meaning the absence of any necessary travel documents, the failure of compliance with the entry/transit/exit regulations)
- e) the Contracting Party does not fulfil its advance payment obligation or any other payment obligation until the date which was previously stipulated,
- f) the Supplier and/or the captain (or other person in charge) of the transport vehicle used for providing the Services considers it necessary for any security reason or for avoidance of non-compliance with the respective regulations and local rules of the departing/intermediate/arrival stations,
- g) a Force Majeure event occurs and/or the possibility of occurrence and/or the threat of occurrence hereof has arisen.

8.2. Should the Contract not be performed or interrupted for the reasons above, the Contract shall be terminated and the Supplier is not obliged to pay any damages. The liability of the Contracting Party shall be determined in Section 11 hereunder.

9. Provision of Substitute Services

9.1. In the case if the Supplier fails to provide the Services stated in the Contract due to circumstances attributable to the Supplier (e.g. overbooking/over-undertaking), the Supplier shall provide/propose the Services on the confirmed price and until the term stipulated therein – or until the cease of the obstruction – by another transport vehicle, possibly with the same or with better facilities and with the same or bigger size. Any additional costs related to providing the substituting transport vehicle shall be borne by the Supplier.

9.2. If the Supplier duly fulfils the obligations stated in the above and/or the Contracting Party accepted the proposed substituting transport vehicle and/or refused it for any reason, the Contracting

Party cannot claim for damages. In the latter case the Supplier shall solely refund the already paid part of the consideration to the Contracting Party and shall be discharged from any further liability.

10. The Rights and Obligations of the Contracting Party

10.1. The Contracting Party shall be entitled to proper use the transport vehicles and other devices used for the Services, as provided in the Contract.

10.2. The Passenger shall be entitled to take baggage on board of the aircraft used in performing the Services, depending on the decision of the captain of the aircraft (or other person in charge) based on the transport vehicle and the total number of passengers. The packaging of the baggage shall be made by the Contracting Party in a way to be able to maintain the safe transportation if handled with average care all times. If the Contracting Party fails to fulfil it the Supplier is free from all liability for any damage made related to this failure. The baggage shall not contain any dangerous item or goods which could be a potential threat to the aircraft or the persons, and/or goods which are forbidden by the rules of the departing/intermediate/arrival stations. Furthermore the items enlisted in the Annex.1 hereto shall not be taken on board (neither in cabin baggage, nor as a checked in baggage, or Cargo).

10.3. Should the Supplier and/or the captain of the aircraft (or other person in charge) deem that the baggage and/or Cargo taken on the aircraft breaches any safety and/or other mandatory regulations – even in sizing, weight or content – he is entitled to open (up) the baggage, even without the presence of the Passenger (Contracting Party), and if necessary, the transportation of the baggage and/or the Cargo may be refused. In such cases the Supplier is free from all liability.

10.4. The Contracting Party shall hand the Cargo over to the Supplier on the departing station (airport) of the used aircraft and take the Cargo over from the Supplier on the arrival station (airport) or the Contracting Party must arrange for that the Cargo be given over on the departing station to the Supplier and taken over on the arrival station. The Contracting Party shall carry out the transportation to the handover station and the transshipment from the takeover station at its own risk and expense. The Contracting Party shall further bear full responsibility for the content, packaging, weight and size of the Cargo.

10.5. The Contracting Party and/or the Passenger shall comply with every prescribed and applied rules of the departing/intermediate/arrival station (including submission to the official investigation); the Passenger shall also comply with the instructions given by the staff of the Supplier and/or the captain (or other person in charge) of the aircraft used in providing the Services. The Contracting Party bears the responsibility for complying with the necessary specifications for travelling (including also the travel and any other documents for entering/transiting/exiting). In this respect, the Contracting Party shall not refer to any information given by the Supplier.

10.6. The Contracting Party shall pay the consideration of the ordered Services until the due date and way as specified in the Contract.

10.7. The Contracting Party shall be responsible for the Passenger's ability regarding its age, mental and physical condition to travel, and to proper use of the transport vehicles and other devices used in providing the Services, as well as approaching and leaving them. The former stipulations are not applicable in case of medical flight services, respectively. The Contracting Party shall ensure, that the persons under 18 (eighteen) years of age and/or the complete or partial legally incapable persons under the responsibility of the Contracting Party and/or the Passenger would only be on board of the aircraft used in providing the Services under the supervision of an adult, legally capable person. If a disabled or legally incapable person would use the aircraft, the Supplier shall only undertake to provide Services within the confines of medical ambulance flight Services.

10.8. The Contracting Party shall file a complaint against the Services provided by the Supplier in 5 (five) working days after providing the Services (in case of damaged baggage, the time-limit of 5 (five) working days shall run from the date on which the baggage was received). The Supplier undertakes to manage complaints filed in writing (or recorded by the Supplier) within this term. The Contracting Party's right to complain shall cease on the 5th working day after providing the Services (receiving the baggage). The stipulations contained in this section do not affect the regulations on complaint handling (protest) specified in the provisions of the Montreal Convention to be applied in case of international carriage by air, if those are applicable. Should the Contracting Party qualify as consumer and any provision on complaint handling stipulated in this section is in contradiction with any rules of the relevant mandatory legislation on consumers, than this mandatory provisions shall be applicable.

Relevant data for complaint handling:

- seat of the Supplier: H-9099 Pér, Petőfi u. 1.
- place of complaint administration: H-1112 Budapest, Budaörsi út 161.
- address of the Supplier: H-1112 Budapest, Budaörsi út 161.
- e-mail address of the Supplier: office@trustair.hu
- webpage of the Supplier: www.trustair.hu
- telephone number of the Supplier: 00 36 1 309 11 09
- the name and address of the competent Conciliation Committee regarding the seat of the Supplier: Conciliation Committee attached to the Chamber of Commerce and Industry for Győr-Moson-Sopron County, H-9021 Győr, Szent István u.10/a. (H-9001 Győr P. O. Box 673) (Any out of court dispute between the consumer and the Supplier regarding the quality of Services, conclusion and completion of Contract, falls within the competence of the Conciliation Committee: for the purpose of this attempting to reach a settlement, and in case of failure making a decision for the purpose of ensuring the enforcement of consumer's right in easy, fast, efficient and cost effective way. The Conciliation Committee shall be entitled to give advice at the request of the Supplier or the consumer on the rights and liabilities of the consumer.)

11. The liability of the Contracting Party for damages

The Contracting Party shall be liable for any and all damages and disadvantages caused to the Supplier or a third-party by the Contracting Party and/or the Passenger and/or accompanying persons, and/or any person falling under their responsibility (including but not limited to the damages occurred for the reasons enlisted in Section 8.1 a)-e) and the damages resulting from the non-completion or not appropriate completion of the obligations by the Contracting Party specified in this Contract.) This liability shall exist also in cases when it does not qualify as a breach under this Contract, or if the aggrieved party is entitled to ask for compensation directly from the Supplier or a third-party.

12. The liability of the Supplier for damages

12.1. The Supplier takes responsibility for any and all damages to the Contracting Party occurred in the transport vehicles used for performing the Services caused by the wrongful act of the Supplier or its employees to the Passenger and/or to the Cargo.

12.2. The information published in advance by the Supplier regarding the period of the flight and/or the transportation and/or the date of the departure and/or the arrival date, is based on estimation. The Supplier shall not be liable for the possible exceeding of or any changes in the aforementioned information. In addition to the above, in the case of providing medical ambulance flight Services, the

Supplier is not bound to perform within a certain time limit, however, the Supplier shall inform the Contracting Party about any possible deviation from the deadline undertaken beforehand within the shortest reasonable period of time (giving a phone call is deemed as a means of informing the Contracting Party). In the case of providing non-medical ambulance flight Services; the Supplier is solely bound by the deadline as of the 5th (fifth) hour following the previously undertaken deadline. In the case of the failure in this, the Supplier shall pay liquidated damages equaling to 10% of the originally stipulated total net value of the consideration as a flat rate, but does not have any further liability. The Supplier shall also inform the Contracting Party about any possible alteration of the deadline undertaken beforehand within the shortest reasonable period of time (giving a phone call is deemed as a means of informing the Contracting Party).

12.3. Harmful events beyond the control of the Supplier and/or his employees – regardless of their foreseeability – that occur due to an unavertable reason (e.g. a Force Majeure events, or events determined in Section 8.1 f), etc.) shall be excluded from the scope of the liability of the Supplier. Any additional cost deriving from such events and related to the performance of the Contract shall be borne by the Contracting Party.

12.4. Furthermore Supplier shall neither be liable for any harmful events that were caused by the Contracting Party and/or the Passenger himself or occurred by the facilitation of the Contracting Party and/or the Passenger (including inter alia the failure of compliance or due compliance with the articles regarding the Contracting Party and/or the Passenger under this General Terms and Conditions). Any additional cost deriving from such events and damages of the Supplier related to the performance of the Contract shall be borne by the Contracting Party.

12.5. The Contracting Party shall report the damage suffered by him immediately without delay (but within 3 (three) days upon the arrival to the destination at the latest), and present any necessary information that might be required for the clarification of the harmful event or for the administrative report/administrative proceeding. Failure to do this results in the termination of the Supplier's liability for damages.

12.6. The Supplier is only liable for the valuables, securities, bonds, jewelry, precious metals, cash, business documentation or any similar objects, if he has explicitly taken the object in question in custody. In this case, the burden of proof shall be borne by the Contracting Party.

12.7. Damages of fragile or perishable objects entirely fall out of the scope of the liability of the Supplier.

12.8. The Supplier shall not be liable for any harmful event that occurs due to the decision and/or the conduct of the captain (responsible conductor) of the transport vehicle used for performing the Services.

12.9. The liability of the Supplier in connection with the performance of the Contract – regardless of the reason thereof (including the liability for damages due to an extraordinary flight event/accident) is extended up to the amount of the net service fee, i.e. is limited to the net service fee. Should this amount exceed the amount payable by the insurer according to the insurance of the freighter referred to in Section 2.6., then the liability of the Supplier is limited to the amount payable by the insurer based on this insurances, excluding the willful misconduct by the Supplier as well as liability for death, or injury or illness.

12.10. In the case of a willful misconduct, and damages causing death, injury or illness, the Supplier shall fully compensate the damages (direct loss in the assets, the loss of profits, and the costs necessary to eliminate the pecuniary disadvantages) of the Contracting Party.

12.11. The liability of the Supplier – contrary to the above rules – for the damages falling under the scope of the Montreal Convention and/or the Warsaw Convention shall be restricted as described below provided that (i) the liability limit amount shall be reduced by the amounts refunded by the actual freighter and its insurer and (ii) the claim for damages shall be primarily enforced against the actual freighter and its insurer:

- Death and injury of Passengers:

- o The Supplier is only liable for damage sustained in case of death or bodily injury of a Passenger if the accident which caused the death or injury took place on board of the aircraft or in the course of any of the operations of embarking or disembarking. The liability for damages in connection with the death or injuries of the Passengers is limited to 100,000 SDR (Special Drawing Rights).

- o The Supplier is not liable for the death or the deterioration of the state of health of the carried persons during a medical ambulance flight except for the case of wrong medical practice.

- Damage of baggage:

- o The Supplier is liable for damage sustained in case of destruction or loss of, or of damage to the checked in baggage upon condition only that the event which caused the destruction, loss or damage took place on the board of the aircraft or during any period within the checked baggage was in the custody of the Supplier. However, the Supplier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the Supplier is liable if the damage resulted from its fault or of its employees or agents.

- o The liability of the Supplier in connection with baggage is limited to 1,000 SDR.

- Damage of goods:

- o The Supplier shall be liable for damages in the event of destruction, loss or waste of goods provided that the event causing the damage took place during the air carriage (the air carriage comprises the period during which the goods being in the custody of the Supplier). However, the Supplier shall not be liable if and to the extent it proves that the destruction, or loss of, or damage to the goods resulting from one or more of the followings:

- a) inherent defect, quality or deficiency of the goods;

- b) defective packing of the goods performed by a person other than the Supplier or its employees or agents;

- c) act of war or an armed conflict;

- d) act of public authority carried out in connection with the entry, exit or transit of the goods.

- o The liability of the Supplier is limited to an amount of 17 SDR per kilogram in the case of destruction, waste or loss of the goods.

- Delay:

- o The Supplier shall be liable for damages caused by any delay of air of carriage of Passengers, baggage or goods. Nevertheless, the Supplier shall not be liable for damages caused by the delay if it proves that he and his employees and agents took all reasonably necessary measures to avoid the damage or he proves that it was impossible to take such measures by him, his employees or agents.

- o In the case of damage caused by delay in the carriage of persons, the liability of the Supplier for each Passenger is limited to 4,150 SDR.

- o In case of carriage of baggage, the liability of the Supplier in the case of delay is limited to 1,000 SDR for each Passenger.

o In the case of carriage of goods, the liability of the Supplier in the case of delay is limited to an amount of 17 SDR per kilogram.

• Notice of complaints in due course:

o Receipt by the person entitled to handover of checked baggage or goods without complaint shall be deemed as prima facie evidence that the same has been delivered in good condition and in accordance with the document of carriage. In the case of damage, the person entitled to handover must submit its complaints to the Supplier immediately after the realization of the damage, but within seven days as of the date of receipt in the case of checked baggage and fourteen days as of the date of receipt in the case of goods at the latest. In the case of delay, the complaint must be submitted within twenty-one days from the date on which the baggage or goods h are delivered. Every complaint must be made in writing and submitted or sent within the deadlines above. If no complaint is made within the deadlines above, no suit can be initiated against the Supplier, except in the case of fraud of the Supplier.

• Action for damages:

o The Montreal Convention sets forth special jurisdictional rules regarding the actions for damages. In order to enforce claims for damages, every legal proceeding shall be commenced within 2 years from the arrival date of the aircraft or the date when the aircraft should have arrived.

13. Force Majeure

13.1. Any reason or circumstance being out of the control of the Supplier („**Force Majeure**”) shall release the Supplier from completing its contractual responsibilities until these reasons or circumstances exist. This exemption of the Supplier is independent from the fact that the Force Majeure event was foreseeable or not.

13.2. The events below shall be considered particularly, but not limited to as Force Majeure events:

- a) the temporary and/or final mechanical failure of the aircraft used in providing the Services,
- b) the overburden of the airspace and/or airports involved in supplying the Services,
- c) adverse weather conditions,
- d) adverse natural phenomena (e.g.: volcanic eruption, flood, earthquake, conflagration, squall)
- e) fire,
- f) power break,
- g) strike,
- h) riot,
- i) mutiny,
- j) revolution,
- k) civil unrest,
- l) civil war,
- m) revolt,
- n) civil disobedience,
- o) war,
- p) suspension of work,

- q) traffic blockade,
- r) the unavertable interference of a third-party,
- s) export- and import prohibition,
- t) embargo.

14. Applicable law, proceeding court

14.1. In the legal relationship between the Supplier and the Contracting Party the relevant provisions of the Hungarian law, especially the Act V of 2013 on the Civil Code and any other related regulations shall be applicable. The mandatory rules of the departing/intermediate/arrival stations shall be applicable respectively on the carriages made under the rules of the Contract. For the cases qualifying as international carriage some of the provisions of the Montreal Convention are also applicable provided however that the Supplier does not carry out actual freight activity.

14.2. Any dispute resolution deriving from this Contract shall be settled by courts having exclusive competence and authority in Hungary. This rule shall not affect the right of the Contracting Party to choose according to the provisions of the Montreal Convention and/or any replacing international agreements on the actions for compensation regarding international air transportation, accordingly.

15. Webpage

15.1. The Supplier does not have any influence on the content of any article /theme owned by a third-party and linked or referred to on its website and thus shall be free from all liability in this respect.

15.2. The arrangement of the webpages, the diagrams, pictures and logos used, as well as the collection of individual contributions are protected by copyrights.

15.3. When visiting the Supplier's webpage, a recurring cookie (a small text file) is formed and saved on the user's computer. The cookie enables the user to be recognized when visiting the Supplier's internet pages, making it easier for the user to browse the site (automated recognition, list of the favorite suppliers, etc.).

15.4. In order to track its webpages the Supplier uses an analytical tool which produces a data series, and tracks how users use its webpage. When visiting the site, the system creates a cookie for the purpose of recording information related to the visit and to gain data which cannot be linked with the person of the user. This tool helps to improve the online user experience and enhances the user friendliness of the website. The analytical tool, under any circumstances shall not be used to gather personal information. Most internet browsers accept cookies automatically, though users have the opportunity to delete these or automatically reject them. As all browsers are different, to check how the cookie-preferences could be set, select the "Help" function on the browser toolbar. Nevertheless, it is possible that the user will not be able to use certain features on the webpage if decides not to accept the cookies.

16. Data management

16.1. Supplier manages the below personal data of the Passenger, and the Passenger shall make the below personal data available for the Supplier:

- a) surname and given name;
- b) nationality or stateless status;
- c) number, type, date of expiry and code of the issuer state of the travel document;
- d) birth date;

- e) place of entry;
- f) place of departure, transit and arrival;
- g) data relating to seat reservation, purchase of ticket and payment method;
- h) data on the seat occupied on the aircraft and his baggage;
- i) special needs with respect to the service;
- j) address, telephone number, e-mail, gender;
- k) further data determined by the relevant international treaty.

16.2. Supplier manages the personal data of the Passenger of the medical ambulance flight on medical condition and medical history to the extent that is required for providing the Services.

16.3. The Supplier – in order to facilitate the execution of official measures against illegal immigration – on the basis of the data provided by the Passenger or its trustee, manages the following personal data of Passengers (which personal data shall be made available by the Passenger to the Supplier) entering into a Member State of the European Union or to a state participating in an agreement concluded with the Council of the European Union on the participation in the implementation, application and development of the Schengen acquis based on article 6 of the Protocol integrating the Schengen acquis into the framework of the European Union (hereinafter together: Schengen border state):

- a) surname and given name;
- b) nationality or stateless status;
- c) number, type, date of expiry and code of the issuer state of the travel document;
- d) birth date;
- e) place of entry to the Schengen border state;
- f) place of departure, transit and arrival.

16.4. In order to ensure the safety of air transport and the safety of passengers, the Supplier, on the basis of the data provided by the Passenger or its trustee, is entitled to manage the following personal data of Passengers (which personal data shall be made available by the Passenger to the Supplier) travelling from outside of a Schengen border state to Hungary as their place of arrival or transit, or from Hungary to a state outside of a Schengen border state:

- a) surname and given name,
- b) gender,
- c) flight number,
- d) departure and arrival time of the flight,
- e) place of departure, transit and arrival,
- f) record locator code,
- g) date of issuance of the ticket,
- h) name and number of persons travelling together with the Passenger,
- i) contact details given by the Passenger, especially the address of the place of residence or stay, phone number and e-mail of the Passenger and the persons travelling together with the Passenger,

- j) all available information on payment and billing, except transactional details of credit cards or bank accounts which are not related to the travel transaction,
- k) flight ticket details, especially the name of the issuer airline and the ticket number,
- l) information on travel conditions, and
- m) the modification of data specified in sections a) - l) above.

16.5. The Supplier forwards the managed data exclusively to organizations and persons determined by law and to persons participating in providing the Services (to the extent required for the performance of their tasks).

17. Notifications

Any statement, request or notification regarding the conclusion, performance or termination of the Contract shall be made in writing via registered letter to the following address of the Supplier: H-1112 Budapest, Budaörsi út 161., and/or to the postal address of the Contracting Party indicated in the Contract, or to the registered seat (address of central administration) of the parties which can be determined from public registers. Furthermore it may be transferred to the following e-mail address of the Supplier: office@trustair.hu or to the e-mail address of the Contracting Party indicated in the Contract.

18. Miscellaneous

18.1. The modification or supplement of the Contract shall be made in written form or at least in e-mail, likewise the agreement declaring difference from the requirement of literacy. Verbal agreements, if any, are abolished with the entry into force of the Contract.

18.2. In the case if any provision of the present General Terms and Conditions is invalid, ineffective or unenforceable, this fact does not concern the validity and effectiveness of other provisions. In such a case Supplier is entitled to substitute the invalid, ineffective and unenforceable provision with a valid, effective and enforceable provision which is in accordance with the economic purpose of the invalid, ineffective and unenforceable provision. In case if the Contracting Party qualifies as a consumer and any provision of the present General Terms and Conditions violates any mandatory provision of the relevant act on consumers, if such mandatory provision is not directly applicable, its invalid, ineffective or unenforceable nature does not affect the validity and effectiveness of other provisions.

18.3. The General Terms and Conditions and the written clauses differing from the General Terms and Conditions include all conditions of the agreement between the Supplier and the Contracting Party. The Contract does not include in the business practices established in previous business relationships. Likewise, practices known and used by parties in contracts of similar nature neither become part of the Contract.

18.4. The present General Terms and Conditions are worded in Hungarian and English language. In case of any differences between the Hungarian and English version, the wording of the Hungarian version prevails.

Annex:

1. List of Dangerous Goods

- TRUSTAIR - LIST OF DANGEROUS GOODS

In order to guarantee the safety of the flight, it is forbidden to the Passengers to bring on board - separately or in their luggage - the materials and devices as listed below.

1. **Explosive materials** (e.g.: ammunition, fireworks... etc.)
2. **Gases** (e.g.: propane, oxygen, gases in a frozen state... etc.)
 - a. **Flammable Gas**
 - b. **Non-flammable Gas**
 - c. **Poisonous Gas**
3. **Flammable Liquid** (e.g.: lighter fluid, gasoline, alcoholic beverage with a higher alcohol content than 70%... etc.)
4. **Flammable or hazardous materials** (e.g.: matches, or any material of which can be flammable at a touch, friction or hit... etc.)
 - a. **Flammable Solid**
 - b. **Spontaneously Combustible Material**
 - c. **Dangerous When Wet Material**
5. **Oxidizer** (e.g.: bleach or other peroxides... etc.)
 - a. **Oxidizer**
 - b. **Organic Peroxide**
6. **Corrosive Materials** (e.g.: acid, alkali... etc.)
7. **Poison - Toxic** (e.g.: insecticides, extirpators... etc.)
8. **Infectious Substances** (e.g.: bacteria, virus... etc.)
9. **Radioactive Material**
10. **Miscellaneous**
 - a. **Any kinds of firearms, guns and rifles** (e.g.: spear gun, any means of firearms and those parts, flare guns, air rifle, stunning/shocking devices... etc. *Excluding the firearms related to police, sporting - and competitive use.*)
 - b. **Piercing- and slashing weapons or any sharp objects** (e.g.: axe, cleaver, spear, lances, icepick, ice skates, dagger, knife, scissors... etc.)
 - c. **Mauling or crushing devices** (e.g.: baseball bat, ice hockey sticks, fishing rod, or any martial-arts devices...etc.)













THE LIST ABOVE IS NOT COMPLETE. WE RESERVE THE RIGHT TO CHANGE THE CONTENT OF THE LIST WITHOUT NOTICE, IF IT IS NECESSARY FOR ANY SAFETY AND/OR OPERATING REASON.




WE RESERVE THE RIGHT, THAT THE CAPTAIN OF THE AIRCRAFT, IN ORDER TO MAINTAIN THE SAFETY OF THE FLIGHT, SHALL REMOVE ANY MATERIALS OR DEVICES FROM THE BOARD OF THE PLANE OR FROM THE LUGGAGE AFTER LEARNING OF THEM, IF IN HIS OWN CONSIDERATION THE SAID MATERIAL OR DEVICE HAZARDING THE SAFETY OF THE FLIGHT.

THE FORMER LIST DOES NOT EXTEND TO ANY MEDICAL DEVICES OR DEVICES OR MATERIAL NECESSARY FOR THE PROPER FULFILLMENT OF THE SERVICES ON BOARD, OR WHICH ARE

NECESSARY FOR RELOADING OR USING OF THE DEVICES OR INSTRUMENTS USED IN FULFILLING SUCH MEDICAL SERVICES.

IF ON THE BAGGAGE TO BE TAKEN ON-BOARD OR TO BE CHECKED IN BY THE PASSENGER INDICATED ANY OF THE FOLLOWING SIGNS OR IF ITS CONTENT BELONGS IN ANY OF THE HEREUNDER ENLISTED CATEGORIES, IT IS FORBIDDEN TO TAKE THE BAGGAGE ON BOARD OR CHECK-IN THE BAGGAGE ACCORDINGLY:

Labels	Description
	Explosives
	Flammable Gas
	Non-Flammable Gas
	Poisonous Gas
	Flammable Liquid
	Flammable Solid
	Spontaneously Combustible Material
	Dangerous When Wet Material
	Oxidizer
	Organic peroxide
	Corrosive
	Poison - Toxic

	Infectious Substances
	Radioactive Material
	Miscellaneous