



Effective: 01APR2019 – REV00

Terms and Conditions for ProJet 24 GmbH

By requesting and receiving any or all of the services of "ProJet 24 GmbH", Client agrees to be bound by the terms and conditions contained herein.

1. These Terms and Conditions are the complete and exclusive statement of the understanding between ProJet 24 GmbH ("PJ24") and the Client with respect to the services which PJ24 and the Client contemplate that PJ24 will perform for the Client, or for which PJ24 will arrange performance for the Client ("Services"), from time to time, at the request of the Client.

These Terms and Conditions supersede any and all prior terms and conditions promulgated by PJ24.

The Terms and Conditions may not be modified or altered except by written instrument signed by PJ24.

2. In order to provide the Services, PJ24 may from time to time use information, data or technology provided or licensed to PJ24 by third parties. Such parties shall be third party beneficiaries of all rights of PJ24 and of all duties owed by Client to PJ24 under this Agreement. All weather information, flight planning and other services or products provided hereunder are advisory only, and Client remains primarily and finally responsible to verify the accuracy thereof before use. Neither PJ24 nor its suppliers shall be liable to the Client or third parties for errors, delays, or interruptions in providing services or products, or any errors in judgment, or any of their own acts or omissions, including their own negligent acts or omissions.

3. Under no circumstances are third parties performing Services, arranged by PJ24 for the Client, servants, partners, joint ventures or agents authorized to act for, or bind, PJ24.

PJ24 makes no representations or warranties, express or implied, whatsoever as to the competence or standard of Services, available from third parties, arranged by PJ24 at the request of the Client. PJ24 does agree to follow its standard procedures in the selection of Services, agents and third parties which PJ24 deems, in its sole and absolute discretion, most advisable for the provision of Services. PJ24 will not deviate from its standard procedures in selection of Services, agents and third parties, unless the Client requests such a deviation and the deviation is agreed upon by PJ24 in advance of the undertakings of PJ24.

4. PJ24 shall not be responsible for any failure to fulfill any Service undertaken by PJ24 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 PJ24, or by compliance with any order or request of any national, port, transportation, local or other authority or of anybody or person purporting to act for such authority. PJ24 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 PJ24.

ProJet 24 GmbH

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Volksbank Wien AG
IBAN AT39 4300 0436 8421 7003
BIC VBOEATWW

Company Registration No. (Firmenbuchnummer): FN 504436v | Landesgericht Korneuburg | VAT No. (UID): TBA



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PJ24 shall not be responsible for the failure of third parties to render Services to the Client. PJ24 shall have no liability for loss or damages, including but not limited to loss or damages which may arise from errors, delays or interruptions in providing the Services. Client shall have sole responsibility for determining the usability of any information, data or Service provided hereunder.

5. PJ24 may perform the Services requested by the Client either directly or by or through its agents. PJ24 shall not be responsible for any misconduct or negligence on the part of any agent appointed by PJ24.
6. Client agrees that PJ24 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.
7. PJ24 AND ITS SUPPLIERS SHALL HAVE NO RESPONSIBILITY FOR AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY EXPRESSED OR IMPLIED WITH RESPECT TO THE UNDERLYING SUBSTANTIVE CONTENT OF THE INFORMATION MADE AVAILABLE TO CLIENT, OR WITH RESPECT TO ANY FLIGHT PLAN SERVICES OR OTHER INFORMATION SUPPLIED TO CLIENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Security against interception or misuse of information transmitted over the Internet cannot be assured. Client hereby assumes the security risk and acknowledges that PJ24 is not responsible for the interception or use by third parties of any confidential information so transmitted.
8. In no event will PJ24 or its suppliers be liable for any damages, including, without limitation, consequential, special, incidental, indirect or exemplary damages arising out of the provision or the attempt to provide Services or products hereunder in excess of the amount paid by Client pursuant to the invoice, but in no event more than € 50,00 for each invoice transaction.
9. PJ24, 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 PJ24. The sole liability of PJ24 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 PJ24 or its suppliers to the Client, shall be the remedy specified in this section.
10. The Client does release and covenants not to sue PJ24 and will, at its own expense, defend any action and hold PJ24 harmless from and against all claims, liabilities, losses, expenses, fees and damages arising from actions, or inactions, of the Client involving Services and from any loss of, or damages to property, or injury to any person arising out of the performance of the Services unless solely caused by the gross negligence or willful misconduct of PJ24, its officers, servants or employees.

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11. 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 PJ24 shall be entitled to the benefit of such insurance to satisfy Client's indemnification obligations to PJ24 and Client hereby waives subrogation rights thereunder.
12. To the extent PJ24 provides flight plans or any other services or products through third - party suppliers those suppliers shall be third party beneficiaries of the provisions above that deal with disclaimer of warranty, limitations of liability, insurance, release, and indemnification.
13. Neither party shall be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including, but not limited to, acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labour unrest, interruptions in the delivery of required Services, failure of communication services, or shortages or failures of other critical materials or services.
14. PJ24 will submit invoices for sales of its Services to Clients which will be payable in full within 10 days after receiving of invoices. In the event that the customer defaults on payment of invoices or delays payment beyond 21 days, PJ24 reserves the right to discontinue Services, charge interest at 3% per month and bring suit to collect all amounts due.
15. These Terms and Conditions shall be governed by Austrian Law. The parties agree that the court of justice is Landesgericht Korneuburg.
16. If any provision of these Terms and Conditions is or becomes ineffective or invalid, this ineffectiveness or invalidity shall not effect the other provisions, which shall remain in full force and effect. In such a case, PJ24 and the Client shall negotiate to agree on a substitute provision which reflects the business purpose of the ineffective or invalid provision.

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