

GENERAL TERMS AND CONDITIONS
of
AMTRAS AEROMED GMBH
Rahmannstrasse 11
65760 Eschborn, Germany

Governing Law and Binding Language:

These General Terms and Conditions shall be governed by and interpreted in accordance with German law, regardless of the client's country of origin or the place of performance.

The German-language version of these General Terms and Conditions shall be the sole legally binding version.

The English translation is provided for convenience only and is not certified. In the event of any discrepancies or ambiguities, the German version shall prevail.

Note: Section 13 of these General Terms and Conditions applies to all contracts, including those with international clients.

1. GENERAL PROVISIONS

1.1 AMTRAS aeromed GmbH ("Provider") arranges, organizes and conducts worldwide medical escort services for individuals who are ill, injured, or otherwise in need of assistance ("Patient") on commercial flights. These transports are accompanied by qualified medical personnel ("Medical Escort") and are provided to companies and private individuals ("Client").

1.2 These General Terms and Conditions ("GTC") apply to all agreements between the Provider and the Client unless expressly agreed otherwise in writing.

1.3 To organize and conduct medical escort services, the Provider operates a dedicated travel department responsible for:

- booking flight tickets and related travel services via international reservation systems,
- working with consolidators (ticket wholesalers), and
- bundling of all services that are medically appropriate and/or necessary into the overall product "Medical Flight Escort."

1.4 If additional touristic services such as hotel accommodation etc. for accompanying relatives are requested in addition to the "medical escort flight" product, these services are subject to statutory value-added tax (VAT), are not considered part of the VAT-exempt medical treatment pursuant to § 4 No. 14 of the German VAT Act (UStG), and will be invoiced separately at the applicable VAT rate. (see 1.5)

1.5 SALES TAX AND NATURE OF SERVICE

Medically indicated flight escort services provided by qualified medical personnel and intended for the diagnosis, treatment, alleviation, or prevention of illness are considered medical treatment within the meaning of Section 4 No. 14 of the German VAT Act (UStG) and are therefore exempt from VAT.

The Provider emphasizes that only medically necessary services qualify for this exemption. Additional or organizational services, especially those without medical necessity (e.g., travel escorts without medical qualifications, hotel bookings for relatives, or non-essential comfort services), may be subject to VAT.

The VAT classification is determined on a case-by-case basis, depending on the nature and purpose of the commissioned service. The Provider separately itemizes VAT-exempt medical services and taxable ancillary services in offers and invoices.

For services provided to business clients outside Germany, the reverse charge mechanism pursuant to Section 13b UStG may apply. In such cases, no German VAT is charged, provided the legal requirements are met (e.g., a valid VAT ID).

The place of supply is determined in accordance with Section 3a UStG. For other services provided to EU or non-EU business clients, taxation generally occurs in the country of the recipient.

2. OFFER AND CONFIRMATION

2.1 The provider issues a quote stating the estimated total price and the applicable payment terms. The quote is non-binding and subject to change until a contract is validly concluded.

2.2 A contract is concluded when the client accepts the quote and the provider confirms such acceptance.

The client's acceptance must be submitted in text form, in particular by e-mail or via electronic platforms. By accepting the quote, the client acknowledges and agrees to the validity of these General Terms and Conditions (GTC).

Confirmation by the provider is given by sending a travel itinerary that includes the relevant pickup, arrival, and flight times.

The start of service is defined as the scheduled takeover time of the traveler or patient, as stated in the itinerary.

2.3 Quoted costs are based on the planning status at the time of the offer. Any additional expenses due to unforeseen events (e.g., overnight stays, medical emergencies, transport delays or changes) shall be borne by the Client and included in the final invoice.

2.4 The Provider is not liable for services performed by third parties (e.g., airlines, ambulance services) unless such damage is caused by the Provider's gross negligence or intent.

2.5 Offers are subject to the availability of medical escorts, transportation resources, regulatory permits, and required approvals.

2.6 The Client is responsible for submitting all required planning information completely and accurately. This includes personal data, passport details, body measurements (if needed), medical records, and copies of travel documents. Inaccurate or missing information may result in additional costs payable by the Client.

2.7 Medical reports must not be older than 10 days and must be provided in German or English. If in another language, a certified translation must be supplied at the Client's expense.

2.8 If the Patient is under legal guardianship or has a legal representative, written consent from the representative must be provided.

2.9 The Client is solely responsible for ensuring that all documents required for the journey are complete, valid, and available in due time. This includes, but is not limited to, passports, visas, medical certificates, entry permits, and any vaccination or test documentation.

The Provider does not verify the validity or completeness of such documents and accepts no liability for delays, denial of boarding, refusal of entry, quarantine, fines, or deportation caused by missing or invalid documents.

In particular, if entry to the destination or transit country is denied, the Client shall bear all resulting costs, including but not limited to return transport, accommodation, rebooking fees, administrative efforts, and any additional escort service required.

3. PAYMENT

3.1 The applicable currency is indicated in the offer and on the invoice.

3.2 Payment is generally due in advance and must be received within five (5) business days after the contract confirmation, and no later than 48 hours before the scheduled departure of the Medical Escort. The Provider is not obliged to begin providing services before full payment is received. In the event of payment default, and following an unsuccessful payment reminder, the Provider may withdraw from the contract. Costs incurred up to that point will be invoiced.

3.3 If payment on invoice is agreed upon, it must be settled within the agreed or statutory period without deductions. Late payments are subject to the statutory interest rates under Section 288 of the German Civil Code (BGB).

3.4 No additional fees may be charged to consumers for standard payment methods (e.g., bank transfer, credit card). Any transaction fees apply only in a business-to-business (B2B) context.

4. CHANGES AND CANCELLATION

4.1 Changes or cancellations must be communicated to the Provider in writing without delay. The time of receipt determines the applicable deadline. Change and cancellation fees are specified in the offer and calculated individually. If no specific fees are provided, the following default fees apply:

4.2 Cancellation Fees:

Based on average costs for planning, ticket cancellations, short-term rebookings, staffing, and administrative efforts:

- **Up to 72 hours** before the start of the medical transport: A cancellation fee of **EUR 750.00** will be charged.
- **Less than 72 hours** before the start of the medical transport: **All costs already incurred** (e.g. outbound travel for the medical escort, non-refundable ambulance bookings, hotel reservations, administrative services, etc.) will be charged in **addition to a cancellation fee of EUR 750.00**. The total amount may equal or even exceed the originally agreed price for the medical transport.

The Client may provide proof that no or significantly lower damages were incurred.

4.3 The Provider reserves the right to pass on additional costs resulting from travel plan changes due to external factors or third parties.

4.4 The Provider is committed to keeping change and cancellation costs as low as possible.

5. NON-PAYMENT

5.1 In the event of late payment, the Provider may charge reminder fees, statutory interest, and initiate legal proceedings.

5.2 The Client shall reimburse all costs incurred by the Provider in the enforcement of legitimate claims, including attorney and court fees, to the extent permitted by law.

6. INFORMED CONSENT AND COOPERATION

6.1 The client is obliged to provide a current medical certificate of fitness to fly prior to the start of the journey, or to enable the provider to assess fitness to fly. Additional costs may apply for this assessment. If no proof of fitness to fly is available, the provider is entitled to refuse the transport.

6.2 The Patient or their legal representative shall be informed of the procedure and typical risks associated with the medically escorted transport.

6.3 The information shall be provided in German or English and shall include the planned itinerary, means of transport, qualifications of the Medical Escort, typical medical risks, and available alternatives. In case of language barriers, the Client must provide an interpreter.

6.4 The consent of the patient or their legal representative must be provided in writing. In exceptional cases, verbal consent is also permitted. If no valid consent is available, the transport will not be carried out.

6.5 In emergencies where no consent is available, services may be provided based on the presumed will of the Patient.

6.6 If the Patient's capacity to consent is in doubt and no authorized representative is available, the Provider may refuse to conduct the transport unless immediate risk to the Patient's health necessitates otherwise.

6.7 The Patient or their legal representative expressly acknowledges and confirms in writing having been fully informed about the procedure, potential risks, available alternatives, and all significant medical aspects of the planned services. The Provider shall not be liable for any disclosed risks

7. SERVICE DELIVERY

7.1 All decisions related to the execution, modification, or termination of the trip shall be made by the responsible medical personnel in the best interest of the Patient. The Provider accepts no liability for the mode of transport chosen by the Client but will provide support in assessing options.

7.2 If the chosen destination is medically inappropriate, the Provider may modify the travel plan or refuse the transport.

7.3 If the Patient poses a risk (e.g., infectious disease, aggressive behavior), the Provider may interrupt or cancel the journey. Any costs incurred to that point shall be borne by the Client.

7.4 THE PROVIDER SHALL NOT BE LIABLE FOR ANY DELAYS OR FAILURE TO PERFORM DUE TO FORCE MAJEURE EVENTS, INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, EPIDEMICS/PANDEMICS, WAR, TERRORISM, STRIKES, GOVERNMENTAL ACTIONS, FLIGHT BANS, OR ANY OTHER UNFORESEEN CIRCUMSTANCES BEYOND THE PROVIDER'S REASONABLE CONTROL. THE PROVIDER SHALL PROMPTLY NOTIFY THE CLIENT UPON OCCURRENCE OF ANY SUCH EVENT AND MAY MODIFY OR CANCEL THE SERVICE WITHOUT LIABILITY.

7.5 If errors attributable to the Provider occur, they shall be corrected at no cost. If such correction delays the transport by more than 72 hours, the Client may withdraw from the contract without penalty.

8. TRAVEL ARRANGEMENTS

8.1 Upon request, the Provider may arrange additional travel services beyond the „Medical Escort“ service product. Any contracts for such services are concluded directly between the Client and the respective third-party providers.

8.2 The Provider is only responsible for the proper arrangement of these services and assumes no liability for their execution by third parties.

8.3 The cancellation conditions of the respective third-party provider apply. Additionally, the Provider charges a service fee of 5% of the booking value to

cover internal administrative efforts. This fee is non-refundable in case of cancellation, unless the Client proves that no or significantly lower effort was incurred. This service fee is subject to VAT and will be invoiced separately at the applicable VAT rate, unless the reverse charge mechanism applies.

8.4 For intermediary services that do not qualify as medical treatment, the statutory value-added tax (VAT) will be stated separately, provided the place of performance is in Germany and the service does not qualify as a tax-exempt export or other tax-exempt service under applicable VAT law.

9. LIABILITY AND LIMITATION OF LIABILITY

9.1 The Provider is liable without limitation for damages arising from injury to life, body, or health caused by intentional misconduct or negligence of the Provider.

9.2 EXCEPT IN CASES OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, THE PROVIDER'S LIABILITY FOR DAMAGES OTHER THAN PERSONAL INJURY IS LIMITED TO THE TOTAL CONTRACTUAL PRICE. LIABILITY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL DAMAGES OR LOST PROFITS IS EXPRESSLY EXCLUDED, EXCEPT IN CASES OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS

9.3 THE PROVIDER SHALL NOT BE LIABLE FOR THIRD-PARTY SERVICES, EXCEPT IN CASES OF INTENTIONAL MISCONDUCT OR NEGLIGENCE BY THE PROVIDER IN SELECTING OR SUPERVISING THIRD-PARTY SERVICE PROVIDERS. IN SUCH CASES, LIABILITY SHALL BE LIMITED TO THE TYPICAL, FORESEEABLE DAMAGES, EXCEPT IN CASES OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

9.4 THE PROVIDER SHALL NOT BE LIABLE FOR MEDICAL ERRORS, TREATMENT ERRORS, OR OTHER BREACHES OF DUTY COMMITTED BY INDEPENDENTLY ACTING SUBCONTRACTORS OR FREELANCE MEDICAL PROFESSIONALS, PROVIDED THAT SUCH INDIVIDUALS ARE NOT EMPLOYED BY THE PROVIDER. THE SELECTION OF SUCH PROFESSIONALS IS CARRIED OUT WITH DUE DILIGENCE AND IN CONSIDERATION OF THE REQUIRED PROFESSIONAL QUALIFICATIONS.

9.5 THE APPOINTED MEDICAL PROFESSIONALS UNDERTAKE TO COMPLY WITH RECOGNIZED MEDICAL STANDARDS AND TO PROMPTLY INFORM THE PROVIDER OF ANY RELEVANT INCIDENTS. THEY ACT INDEPENDENTLY WITHIN THE SCOPE OF THEIR PROFESSIONAL LICENSING. IN THE EVENT OF GROSSLY ERRONEOUS OR NEGLIGENT PERFORMANCE, THE PROVIDER EXPRESSLY RESERVES THE RIGHT OF RECOURSE AGAINST THE RESPONSIBLE INDIVIDUAL.

9.6 THE PROVIDER EXPLICITLY POINTS OUT THAT THERE IS NO LIABILITY INSURANCE COVERAGE FOR ANY SERVICES RENDERED IN THE UNITED STATES OF AMERICA OR IN CANADA.

Accordingly, any contractual or tortious liability of the provider for damages of any kind arising in connection with services rendered in the USA or Canada is excluded to the extent permitted by law. This includes, in particular, claims for compensation, pain and suffering, consequential damages, financial losses, or punitive damages under foreign jurisdictions.

By placing an order involving a transport to or from the USA or Canada, the client acknowledges and accepts full personal responsibility for all associated risks, including the possibility of legal claims by third

parties, and agrees to indemnify and hold harmless the provider from any such claims.

10. LUGGAGE, DOCUMENTS, AND VALUABLES

10.1 The Client must inform the Provider about the number, size, and weight of the luggage. Excess baggage may be transported separately at the Client's expense.

10.2 The Provider shall only be liable for the loss of or damage to luggage in cases of gross negligence or intent.

10.3 The Client must carry valuables and essential documents personally or ensure their secure storage. It is recommended that the Client obtain luggage insurance.

10.4 The agreed service includes the transport of one large piece of luggage (up to approx. 23 kg / 50 lbs) and one small carry-on item (up to approx. 8 kg / 17 lbs) per accompanying person. The transport of additional luggage, oversized baggage, or mobility aids (such as wheelchairs or walkers) is not guaranteed. Additional charges may apply.

Unregistered excess baggage or bulky items may be excluded from transport due to space or safety constraints. The Client is responsible for providing timely and complete information regarding the intended luggage and any special equipment.

11. CUSTOMS AND VISA REQUIREMENTS

11.1 The Client is responsible for ensuring compliance with all entry, customs, and visa regulations.

11.2 The Provider does not inspect the contents of luggage and assumes no liability in this regard.

12. DATA PROTECTION

12.1 The processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR). A detailed privacy policy, including information on the responsible parties, purposes of processing, legal grounds, data retention periods, rights of the data subjects, and complaint options, will be made available to the Client upon request. The privacy policy is also accessible on the Provider's website.

12.2 The Provider complies with all data protection regulations applicable in the European Union. For international clients, including clients from the United States and Canada, the Provider adheres to applicable GDPR requirements, even if data is processed outside of the U.S. or Canada.

13. GOVERNING LAW AND JURISDICTION

13.1 The laws of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be – to the extent legally permitted – Frankfurt am Main, Germany.

13.3 For consumers, this choice of law shall only apply to the extent that it does not deprive them of mandatory legal protections of the country in which they have their habitual residence.

13.4 In the event of a foreign-language translation of these Terms and Conditions, only the German version shall be legally binding. The translation is provided for convenience only. In the event of discrepancies, the German version shall prevail.

13.5 Before initiating legal proceedings, both parties shall endeavor to reach an out-of-court settlement.

13.6 The provider is not obliged to participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG).

14. **EXCLUSION OF RIGHT OF WITHDRAWAL**

In accordance with § 312g (2) No. 1 and No. 9 of the German Civil Code (BGB), the statutory right of withdrawal does not apply to the medical services provided by the Provider, as these services are specifically tailored to the Patient's individual medical needs, require detailed personal planning, and commence explicitly after binding contractual confirmation."

With acceptance of the offer, the client expressly declares:

- that they have been informed about the exclusion of the right of withdrawal
- that the execution of the service will begin before the expiry of the statutory withdrawal period
- and that they thereby lose their right of withdrawal.

15. **SEVERABILITY CLAUSE**

Should any provision of these GTC be or become ineffective, the remaining provisions shall remain valid. In such a case, the ineffective provision shall be replaced by the applicable statutory provision.

Effective 1 July 2025