



General Conditions of Business and Carriage  
of  
**TYROL AIR AMBULANCE GmbH**  
(hereinafter TAA)

## 1. Definitions

Unless otherwise clearly indicated from the immediate context, the terms used in these conditions shall have the following meaning:

### 1.1 Interpretation of the provisions

The headings of the individual articles are intended simply for greater clarity and may not be used in interpreting the provisions.

### 1.2 Alterations and waivers

None of our agents, servants or authorised parties is entitled to supplement, alter or waive these General Conditions of Business and Carriage or any other provisions.

### 1.3 Definitions

#### “TAA”

Stands for Tyrol Air Ambulance GmbH

#### “Customer”

This refers to person(s) who have concluded the air transport agreement with TAA as principal.

#### “Passenger” / “Patient”

This refers to person(s) who is/are to be transported in an aircraft according to the ticket with the exception of the crew members.

## 2. Area of application

- 2.1 These General Conditions of Business and Carriage apply to all services by TAA to business customers, unless divergent agreements are defined in writing in the relevant agreement.
- 2.2 The version valid at the time the agreement was concluded shall apply. Deviations from this and any other supplementary agreements with the customer are only effective if defined in writing.
- 2.3 The General Terms of Business of TAA thus apply to future agreements, even if these are not expressly mentioned or agreed.



- 2.4 Contrary or divergent conditions of the Customer shall not be recognised by TAA unless their validity has been expressly agreed in writing. Counter confirmations by the Customer referring to its General Terms and Conditions are hereby expressly contradicted. There is no need for any further objection to the Customer's General Terms and Conditions by TAA.
- 2.5 The Customer is responsible for the correct and prompt transmission of information as well as other communications by TAA to the Passenger/Patient. If the Customer is in breach of this condition, the Customer shall indemnify TAA from any claims by the Passenger/Patient.
- 2.6 If individual provisions of these general terms and conditions should be or become invalid or void, this shall not affect the validity of the remaining provisions. The parties agree to replace invalid or void provisions with valid provisions that reflect as closely as possible the intent of the invalid or void provisions.
- 2.7 The offers from TAA are subject to confirmation and are non-binding. Sketched, illustrations, drawing, measurements, weights, route information or other service data is only binding if this is expressly agreed in writing.

### **3. Laws and regulations**

Transport according to the General Conditions for Carriage of TAA are particularly subject to

- a) the provisions of the "Agreement to Standardise Certain Provisions in Relation to Carriage in International Air Transport plus Declarations" (hereinafter referred to as the "Montreal Agreement") and/or
- b) the provisions of Regulation (EC) No. 889/2002
- c) Regulation (EC) No. 261/2004
- d) there appropriate the Warsaw Agreement and subsequent agreements
- e) other legal standards.

### **4. Prices**

- 4.1 Unless otherwise agreed, all the prices, amounts and payments are in euro.
- 4.2 The price quoted does not include ground transport unless this has been explicitly indicated. TAA can organise ground transport at the request of the customer. Based on the actual costs incurred, the amount for ground transport will be billed separately. On receipt of the provider's invoice, the Customer will receive a separate invoice from TAA. The premium charged by TAA is 10%.
- 4.3 If the flight has to be carried out at SEA-LEVEL/LOW-LEVEL cabin pressure on an unplanned basis, a 10% surcharge will be imposed on top of the standard price for the transport route.



- 4.4 De-icing and anti-icing costs incurred during an order shall be charged separately to the customer afterwards according to actual costs.
- 4.5 Ground time of more than 2 hours for patient transfer shall be charged at EUR 400 for each hour begun.
- 4.6 In the event that it is unexpectedly necessary for the crew to spend the night at the destination, the actual accommodation costs shall be charged, but no less than EUR 600.
- 4.7 If, for reasons for which TAA is not responsible, the scheduled destination airport can no longer be reached (weather conditions, airport closure for a particular reason), the flight will be to the nearest available airport. The resulting costs shall be charged.
- 4.8 If, in the event of unforeseeable and unavoidable complications, it is necessary to abort the transport mission and to temporarily take the patient to a hospital, the resulting additional costs shall be charged. TAA is not responsible for covering the hospital costs resulting from this.
- 4.9 If delays occur during the flight for which TAA is not responsible and that result in additional costs (e.g. overnight accommodation, costs for night landings, etc.) these shall be charged to the Client.
- 4.10 If payments are made by credit card, we shall impose a surcharge of +5% on the gross invoiced amount.
- 4.11 TAA reserves the right to impose a surcharge of +5% on third party services that are booked by credit card payment at the request of the customer.

## **5. Payment conditions**

The payment agreements upon which the relevant agreement is based arise from the request confirmation. Unless otherwise agreed, the total amount is payable prior to the start of the implementation of the request. If the agreed payment is by invoice, this is due immediately on receipt of the invoice without deduction. A payment is only deemed to have taken place when TAA has access to the outstanding amount. In the event of a default in payment, the statutory default interest shall be paid if the contracting party is an entrepreneur, but at least 12% p.a. default interest.

Billing will be in euro. The euro amount is also the determining factor if foreign currency amounts are indicated in the invoices next to the amount in euros. Incoming foreign currency amounts shall be credited with the euro equivalent obtained from the foreign currency amount. Likewise, services received that are invoiced by third parties in foreign currencies shall be converted to euro on the date the service is rendered and charged to the customer. The



conversion rate used will be the valid OANDA foreign currency rate on the date the service is rendered +2% conversion surcharge, but at least euro 21.40.

## **6. Brokerage of transport services and subcontractors**

### **6.1 Contract fulfilment of TAA by third parties**

TAA reserves the right to fulfil its contractual obligations in full or in part through third parties, whereby in these cases TAA shall continue to remain responsible for the booked transport.

### **6.2 Brokerage of transport services**

TAA is exclusively responsible for the transport services rendered by it. In some cases TAA will act as an intermediary for the transport service between the customer and a third party operator. In these cases, TAA will not be liable as the carrier, but merely operates as an intermediary. The exclusive liability and control with regard to all aspects of the flight order including, however not limited to, availability of the aircraft, price, start and end of the stipulated flights, operation, control, medical service and security of the flight shall be borne by the third party operator.

At the choice of TAA the commissioning of the third party operator can either be carried out directly by TAA or TAA may conclude a separate contract in the name of the customer. The customer hereby authorises TAA to conclude contracts with the third party operator according to its business terms and conditions as its representative, in the name and by order of the customer. In this case TAA will charge the flight price to the customer and forward this to the third party operator without delay.

TAA does not assume any liability for the third party operator and will not be liable for any damages, losses, injuries or costs, which may be suffered or incurred by the customer. The customer shall indemnify TAA from all liability, claims, costs (including lawyer's and court costs) with regard to the responsibility of TAA towards such a third party operator.

## **7. Further conditions for the provision of service**

- 7.1 No later than 1 hour prior to departure, TAA shall receive a written medical report about the patient from the Client. If this report is not available before the flight, TAA can postpone the flight accordingly. If this is no longer legally possible because of the crew's service and rest times, TAA shall cancel the flight and charge a cancellation fee according to item 8 plus any costs already incurrent, in particular according to item 4.
- 7.2 All requests, in particular involving the transport of two patients, shall only be confirmed after checking and approval of all the medical data or all patients by the flight doctor. The flight doctor is entitled to refuse to carry a patient if the overall medical situation at local level is significantly different from the medical report and transport would endanger the life of the patient. Despite this preliminary examination, the laws of physics during the flight mean that it is impossible to completely exclude complications, as all transport places additional stress on a patient.



- 7.3 The flight doctor is entitled to refuse a planned transport (delivery or pickup unaccompanied by the TAA crew) if it is necessary to provide the patient with intensive medical care during ground transport.
- 7.4 The flight doctor is entitled to refuse to carry a patient if the overall medical situation at local level is significantly different from the medical report and transport would endanger the life of the patient. In this case, the overall costs for deployment shall be charged to the customer. TAA shall inform the Client accordingly and shall proceed having consulted with it.
- 7.5 Luggage is restricted to 1 suitcase of 20 kg + 1 hand luggage of 6 kg for single transports and 1 hand luggage of 6 kg per person for double transports. Any additional luggage will be left behind! TAA is not responsible for any luggage left behind. The flight crew is entitled to inspect the contents of the luggage on security grounds according to air traffic law.
- 7.6 The carrying of an accompanying person must always be arranged with the dispatch centre and is always subject to the approval of the flight doctor.
- 7.7 If, for unexpected reasons (e.g. technical problems), delays occur, except in cases of gross negligence or intent, TAA shall be entitled to reschedule the flight. If this results in a delay of more than 6 hours, the Customer shall be entitled to cancel the flight without incurring cancellation costs. In such cases, the Customer shall only be charged for the costs incurred.

## **8. Liability**

### **8.1 Liability for personal injury**

If a Customer is killed, physically injured or otherwise harmed with regard to his/her health on board an aircraft or while entering or exiting said aircraft, the liability of TAA shall be regulated by:

- the Regulation (EC) No. 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air, as amended by the Regulation (EC) No. 889/02 of 13 May 2002;
- regarding international, and therefore cross-border carriage within the meaning of an agreement supplementary to its provisions (primarily the Montreal Convention and, where relevant, the Warsaw Convention) as well as;
- additionally according to the Conditions of Business and Carriage of TAA.

## 8.2 Liability for baggage damages

The liability of TAA for damages resulting from the destruction, damage and loss of baggage and the personal items of the customer shall be determined according to

- the Regulation (EC) No. 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air, as amended by the Regulation (EC) No. 889/02 of 13 May 2002;
- regarding international, and therefore cross-border carriage within the meaning of an agreement supplementary to its provisions (primarily the Montreal Convention and, where relevant, the Warsaw Convention) as well as;
- additionally according to the Conditions of Business and Carriage of TAA.

## 8.3 Supplementary regulations for all damaging events

- The liability of TAA shall in no case exceed the proven damages.
- TAA is only liable for indirect or consequential damages if these were caused by gross negligence or wilful intent. This shall not apply to indirect or consequential damages from the death of a person, or the injury to the body or the health of a person, which is due to a negligent breach of duty by TAA.
- Liability of TAA is excluded for those damages that were suffered due to and particularly as a result of the illness and/or the basic health impairment of the Customer who is to be transported. Neither will TAA be liable if the damage is caused by an inaccurate diagnosis and/or treatment error as well as other medical errors. TAA will in particular not be liable for the actions or omissions of the crew.
- If the damage was also caused by the contributory negligence of the Customer, the standards of the applicable law with regard to the exclusion or the reduction in the compensation obligation with contributory fault of the harmed Customer will apply. This shall also apply if the harmed Customer does not satisfy his/her obligation to reduce and minimise damages.
- TAA shall not be liable for damages, which are suffered by fulfilment of statutory regulations or due to the fact that the Customer did not fulfil the obligations arising from these regulations.
- An action for damages can only be filed within a 2 year limitation period / exclusion deadline. The calculation of the relevant limitation period will begin on the day on which the aircraft arrived at its destination or at which it should have arrived at its destination or at which the carriage was interrupted or terminated.
- The provisions of the agreement shall remain unaffected by the aforementioned regulations.





## 9. Cancellations and route changes

- 9.1 TAA must be notified of the cancellation of the booked flight in writing before collecting the passenger. The Customer's withdrawal, which must be declared in writing, can be issued by letter, email or fax.
- 9.2 If the Customer withdraws from and cancels the agreement prior to the scheduled departure date, the following cancellation charges shall be paid by the Customer to TAA:
- a) If the request is cancelled less than 48 hours prior to the planned departure: 25 % of the amount of the order/ booking price
  - b) If the request is cancelled less than 24 hours prior to the planned departure: 50 % of the amount of the order/ booking price
  - c) If the aircraft is already en route to the passenger, the full remuneration can be charged.

The aforementioned deadlines relate to the receipt of the letter of withdrawal from TAA.

- 9.3 If the Customer requests a different route, he may have to pay a higher price for the flight and, in such cases, the outstanding difference between the old flight price and the new flight price must be paid to TAA immediately upon receipt of the invoice.
- 9.4 The cancellation fees and the additional charges constitute lump-sum compensation; TAA expressly reserves the right to make further claims.

## 10. Data protection

- 10.1 TAA and the Customer undertake to treat transmitted data as strictly confidential and in particular to comply with the provisions of the General Data Protection Regulation (DSGVO) EU / 2016/679 and the Austrian Datenschutzgesetz (DSG) 2018.
- 10.2 If TAA processes data of the Customer in the Customer's capacity as data controller, this occurs pursuant to Article 28 GDPR.
- 10.3 TAA legally declares that it has obligated all of the persons involved in data processing to confidentiality before starting work or that these are subject to a suitable legal confidentiality obligation and that it has taken all of the required technical and organizational measures to ensure the security of processing.
- 10.4 In providing the services under this Agreement, TAA must transfer personal data (including sensitive personal data) of the data subject to various agencies (including hospitals, ambulances, embassies, aviation authorities, security authorities). If the service is provided outside the EU, the previously mentioned transfers to various agencies outside the EU are also necessary.



10.5 Through the act of order confirmation with TAA, the Customer guarantees that the conditions for such transfers as mentioned in point 10.4 are met and TAA is granted the consent for the transmission. The Customer completely indemnifies TAA from liability and or damages in this regard.

## **11. Court of jurisdiction**

### **11.1 Applicable law**

This agreement in its entirety is subject to Austrian law. The present agreement shall be solely subject to Austrian law, excluding the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

### **11.2 Court of jurisdiction**

The exclusive place of jurisdiction for this agreement is the competent court of jurisdiction in Innsbruck unless otherwise precluded by mandatory standards. TAA is however entitled to file an action in relation to this agreement at any other location.

Innsbruck, 16.01.2024