

General Terms and Conditions for Procuring Flights and other Travel Services

Last update: 28 March 2012

1 – General information

¹ MiGflug & Adventure GmbH (hereinafter «**MiGFlug**») acts as an agent of individual Travel Services, in particular flights (hereinafter «**Travel Services**»). Its activities are based on these General Terms and Conditions. MiGFlug acts as an agent for its Customers on the basis of Agent's Agreements against payment (hereinafter «**Agent's Agreements**») for individual Travel Services from individual Service Providers such as providers or operators of flights as well as other travel providers and operators (hereinafter «**Service Providers**»).

² The Service Providers supply the Travel Services procured by MiGFlug in their own responsibility and on the basis of their own terms and conditions. The responsibilities of MiGFlug are limited to the Agent's Agreements, the support of Customers and Service Providers during the execution of the procured Travel Services and to advising and informing Customers in relation to the Agent's Agreements.

2 – Agent's Agreement

¹ With a request through the websites or other available means of communication of MiGFlug an individual Customer (hereinafter «**Customer**») engages MiGFlug for procuring the requested Travel Services. Such requests represent a binding proposal for awarding an Agent's Agreement, on the basis of which MiGFlug shall procure the requested Travel Services between the Customer and the respective Service Providers (hereinafter «**Booking**»). Such requests are at the same time binding offers for contracts with the respective Service Providers (hereinafter «**Travel Service Contract**»).

² If the Travel Services requested by the Customers in accordance with their bookings are available and if the respective Service Providers accept the corresponding Customer proposal, a Travel Service Contract between the Customer and the respective Service Provider shall enter into effect. The Customer receives a corresponding confirmation, with the procurement by MiGFlug being subject to the prior receipt of all required information. The prices of the Travel Services by the Service Providers include all agency costs of MiGFlug.

³ The mutual rights and duties of Customers and MiGFlug are set out in these General Terms and Conditions and additional arrangements made, if any. For the rights and duties of Customers and individual Service Providers solely the respective Travel Service Contracts and additional arrangements made, if any, shall be valid between the Customers and individual Service Providers. The Agent's Agreement with MiGFlug is valid only subject to the Customers providing a written notice of disclaimer, if required, and signing these General Terms and Conditions.

⁴ Insurance shall be arranged by the Customer.

3 – Advice and information

¹ MiGFlug advises Customers in connection with the Agent's Agreements and the procured Travel Service Contracts. It shall forward travel documents and other information received from the Service Providers to the Customer. MiGFlug does not accept any liability for forwarding such

information; in particular not for information about travel requirements such as the issuing of visas, however, it uses its best endeavours to advise the Customers accordingly.

² For procuring certain Travel Services, a certificate of medical fitness is required in advance. It is the responsibility of the Customers to obtain such a certificate from an appropriate third party on their own and at their own expense.

³ For procuring certain Travel Services further information, certificates, confirmations and declarations may be necessary in advance. MiGFlug shall inform and advise the Customers in this connection.

4 – Cancellation

¹ The Service Providers offer cancellation rights for all Travel Services procured by MiGFlug if the Customer cannot or does not wish to use the requested Travel Service. MiGFlug shall inform the Customers of the cancellation policy of the respective Service Provider.

² Service Providers supplying Travel Services with prices depending on fuel purchase prices shall have the right to adjust the prices of their Travel Services accordingly. Potential price increases at the expense of the Customers shall be limited to a maximum amount of CHF 1'500.00.

³ Should because of force majeure (crash, weather...) or other reasons beyond the control of MiGFlug & Adventure GmbH the desired flight become unavailable, the customer would have to accept changes of the trip date or the change of the aerodrome / air base. This however requires a proper explanatory statement by MiGFlug & Adventure GmbHs.

⁴ If the customer is unable participate in the flight for other reasons of any kind, the paid price will be returned after a service fee of 25% of the flight price, but at least USD 500.00. Cancellations of which MiGFlug & Adventure GmbH is notified less than five calendar days in advance will not be refunded. Other costs (visa, transfers...) are the customer's responsibility and will not be returned.

5 – Photo, video and audio recordings

The Customers give permission to MiGFlug to use any photo, video and audio recordings taken in connection with the Travel Services procured for the Customers for its own advertising and comparable purposes.

6 – Complaints and claims

¹ Complaints and other claims resulting from Agent's Agreements shall be communicated to MiGFlug in writing within a forfeiture period of seven days from using the corresponding procured Travel Services.

² In the event of complaints and other claims in relation to the Service Providers the responsibilities of MiGFlug are limited to giving all required information, which – if available to MiGFlug – are absolutely necessary for the Customers to assert their claims.

7 – Liability

¹ MiGFlug shall be liable to the Customer in connection with Agent's Agreements exclusively for the execution in full agreement with the terms. Any liability – in particular for slight negligence, damage by third-party fault and own fault of the Customer or force majeure – as well as any liability for Travel Services including gross negligence shall be excluded as far as permitted by law.



² Solely the respective Service Providers shall be liable for the execution of the procured Travel Services including defects, if any. In particular, MiGFlug does not accept liability for changes of the Travel Services occurring after the awarding of the Agent's Agreement between the Customer and the Service Providers.

8 – Miscellaneous

The Customers permit MiGFlug to transmit their personal data to the respective Service Providers for the purpose of procuring the booked Travel Services. They are aware that such personal data might be transmitted to other countries and from there to countries whose data protection standards do not match those of Switzerland.

The entire legal relationship between MiGFlug and the Customers shall be governed by and construed in accordance with Swiss substantive law exclusively, in particular by Article 394 et seq. of the Swiss Code of Obligations [*Schweizerisches Obligationenrecht - OR*] concerning the rules of mandate. The exclusive place of jurisdiction shall be Luzern, Switzerland.

Should a provision of these General Terms and Conditions be invalid or void, the validity of the other provisions shall remain unaffected thereby. In place of the invalid or void provision a legally permissible provision shall be deemed to have been agreed which most closely represents the contractual purposes.

Consent

With my signature below I confirm that I have read and understood the above General Terms and Conditions, and I consent to the above General Terms and Conditions.

Place, Date: _____

First name/last name: _____

Signature _____