



TERMS AND CONDITIONS

FOR PASSENGER FLIGHTS

As of April 2026

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hereinafter also referred to as: „ALPENFLUG“

1. Scope of Application

- 1.1. These General Terms and Conditions (“GTC”) apply to all services provided by ALPENFLUG, in particular passenger flights by airplane and helicopter (hereinafter collectively referred to as “aircraft”) as well as vouchers for such passenger flights. They form an integral part of all contracts between ALPENFLUG and customers (hereinafter referred to as the “CLIENT”).
- 1.2. Individual contractual agreements take precedence over the provisions in these GTC.
- 1.3. Side agreements, representations, or amendments to these GTC must be in writing, as must any waiver of the written form requirement.
- 1.4. Any terms and conditions of the CLIENT that deviate from these GTC are only effective if ALPENFLUG agrees to them in writing—actions taken by ALPENFLUG to fulfill the contract do not constitute consent and/or confirmation.
- 1.5. Employees of ALPENFLUG are not authorized to make promises or enter into agreements that deviate from these GTC. These Terms and Conditions shall remain in effect for all contracts between ALPENFLUG and its CLIENTS until new Terms and Conditions are published. ALPENFLUG is entitled to adapt these Terms and Conditions to the current legal situation should this be necessary or become necessary due to changes in the law. In the case of contracts for a definite or indefinite period (continuing obligations), the CLIENT has the right to terminate the contract extraordinarily (prematurely) with immediate effect in the event of material changes to the Terms and Conditions that are to the CLIENT’s disadvantage.
- 1.6. The CLIENT must review the content of offers or order confirmations from ALPENFLUG. The CLIENT is obligated to immediately report any discrepancies from the message they submitted; otherwise, the transaction is deemed concluded based on the content confirmed by ALPENFLUG.
- 1.7. The Terms and Conditions can be accessed and downloaded at alpenflug.at.
- 1.8. **For consumer transactions within the meaning of § 1 KSchG, these Terms and Conditions apply in accordance with Section 18.**

2. Conclusion of a Contract via the ALPENFLUG Webshop

- 2.1. The presentation of services in the webshop does not constitute a binding offer by ALPENFLUG to conclude a contract.
- 2.2. The purchase of a voucher via the webshop takes place in the following steps:

- 2.2.1. Select the gift certificate
- 2.2.2. Select the quantity and enter any gift certificate details (e.g., personalized text)
- 2.2.3. By clicking the “ORDER” button, the CUSTOMER is directed to a form.
- 2.2.4. Fill out the form with the following information:
 - Enter personal information (first name, last name, phone number, email)
 - Enter billing address (company name/first and last name, street, number, ZIP code, city, country)
- 2.2.5. The CUSTOMER is directed to the summary page. Here, the CUSTOMER has the option to view the Terms and Conditions and (for consumers) the PCI via a link.
- 2.2.6. After confirming the Terms and Conditions and clicking the „*Place Binding Order*“ button, the CUSTOMER is redirected to the payment page.
- 2.2.7. On the payment page, the CUSTOMER has the option to pay using the payment methods displayed there.
- 2.2.8. The contract becomes legally binding upon payment.
- 2.2.9. Once payment has been made, the CUSTOMER can print out the voucher themselves. Additionally, the voucher will be sent via email to the email address provided by the CUSTOMER during the ordering process.

2.3. Purchasing **an airline ticket through the online store** involves the following steps:

- 2.3.1. Select the desired flight (e.g., scenic flight)
 - 2.3.2. By clicking the “BOOK” button, the CLIENT is directed to a form.
- 2.3.3. Filling out the form:
 - Step 1: Select the flight (flight route)
 - Step 2: Client’s details
 - Step 3: Number and details of passengers
 - Step 4: Select flight details (date, time, flight option: “shared” or “exclusive” flight)
- 2.3.4. The CLIENT is directed to the summary page. Here, the CLIENT has the option to view the Terms and Conditions and (for consumers) the PCI via a link.
- 2.3.5. After confirming the Terms and Conditions, the CLIENT is directed to the payment page.
- 2.3.6. On the payment page, the CUSTOMER has the option to pay using the payment methods displayed there. The CUSTOMER must enter their card details and then click the “Pay now/Place order with obligation to pay” button. The contract between the CUSTOMER and ALPENFLUG is concluded upon payment.
- 2.3.7. After successful payment, ALPENFLUG will send the CUSTOMER a confirmation email to the email address provided during the ordering process, containing all relevant details and the order number (provided the payment was successful).

2.4. **Helicopter flight tickets** cannot be purchased through the online store. To purchase a ticket, you can submit a non-binding inquiry using the “CONTACT INQUIRY” form.

3. Offer

- 3.1. Offers from ALPENFLUG are always subject to change and valid for 90 days from the date of issuance.
- 3.2. Offers are prepared based on the performance data of the relevant aircraft at sea level under standard atmospheric conditions.
- 3.3. The CLIENT acknowledges that an aircraft’s performance data depends both on the altitude above sea level (sea level, abbreviated as “SL”) and on the temperatures prevailing on the day of the flight. If these are higher than normal, the transportable payload is reduced in accordance with flight regulations. In case of doubt, the helicopter’s on-board scale shall be decisive for measuring loads.
- 3.4. Information in brochures, advertisements, prospectuses, etc., including the price, is non-binding.
- 3.5. **ALPENFLUG reserves the right to use a different aircraft type than the one offered.**

4. Passengers

- 4.1. Every person traveling on an ALPENFLUG aircraft must be in possession of a valid ticket. The purchase of a ticket from ALPENFLUG constitutes a contract of carriage between the passenger and ALPENFLUG.

- 4.2. The passenger must personally fulfill all travel formalities required by the authorities and present all necessary exit, entry, and other documents.
- 4.3. The carriage of explosive, flammable, radioactive, or pressurized items is prohibited on taxi, sightseeing, or charter flights.

5. Prices, Sales Tax, Price Changes, Costs

- 5.1. The prices quoted are
 - Net prices excluding sales tax for businesses.
 - Gross prices including sales tax for consumers.Sales tax is shown separately on invoices and is to be borne by the CLIENT.
- 5.2. If labor costs or ancillary labor costs increase due to collective bargaining agreements or statutory regulations in the industry or internal company agreements, operating costs (in particular fuel prices), government levies, fees, and taxes, etc., or other cost centers relevant to the calculation or costs necessary for the provision of services increase after the order confirmation or during the term of the contract, the additional costs shall be reimbursed separately by the CLIENT upon presentation of proof. This also applies if the CLIENT changes the agreed scope of the contract and this results in, for example, accommodation fees, travel expenses, and the like for ALPENFLUG employees.
- 5.3. The costs for overflights, i.e., between the aircraft's location and the place of order fulfillment, shall always be borne by the CLIENT, even if these are not listed separately in the order confirmation.
- 5.4. In the event of landings outside ALPENFLUG's base (e.g., heliports), all costs, such as landing and airport fees, hangarage, and the risk of bad weather (e.g., return flights to alternate landing sites), shall be borne by the CLIENT.

6. Payment, Due Date, Security Deposits, Default by the CLIENT

- 6.1. Services purchased through the ALPENFLUG web shop (Sections 2.2 and 2.3) must be paid for immediately upon ordering.
- 6.2. Unless otherwise agreed, invoices are payable in full without deduction within 14 days of the invoice date. ALPENFLUG is not obligated to provide services until the invoice has been paid in full.
- 6.3. In the event of default, ALPENFLUG is entitled,
 - for business-to-business transactions: to charge default interest in accordance with § 456 UGB. ALPENFLUG may separately claim any additional damages.
 - In consumer transactions: at its discretion, to charge either compensation for the actual damage incurred or statutory default interest at a rate of 4% p.a.
 - To charge reminder and collection costs, to the extent they are necessary for appropriate legal action. In the case of business-to-business transactions, this includes a flat fee of EUR 40.00, without prejudice to any additional collection costs (within the meaning of § 1333(2) ABGB).
 - In the event of default by the CLIENT, to charge compound interest from the date of service provision.

7. Transport and Service Dates, Delays by ALPENFLUG, Cancellation by the CLIENT

- 7.1. The transport and/or service dates commence on the date and at the time specified in the order or booking confirmation. In the event of changes requested by the CLIENT, the start of the transportation and/or service dates shall be determined by the date and time of the written confirmation of the change. ALPENFLUG shall issue this immediately. If the order is changed (e.g., changed takeoff and/or landing site, etc.), the price for the agreed-upon service shall also change accordingly.
- 7.2. With respect to business customers, Section 7.1 applies with the proviso that the transportation and/or service dates are non-binding, unless the written order confirmation contains a guarantee of the transportation and/or service date.
- 7.3. If ALPENFLUG is culpably in default, the CLIENT must set a grace period of 2 weeks in writing.
- 7.4. ALPENFLUG is entitled to cancel flights and/or service dates for safety reasons (in particular due to adverse weather conditions, technical malfunctions of the aircraft, or pilot unavailability).

In such cases, the CLIENT will be offered an alternative date. If no agreement can be reached on an alternative date, the CLIENT shall be refunded the fee already paid. Any further claims (e.g., costs for travel to the airfield, accommodation costs, or other wasted expenses) are excluded—except in cases of intent or gross negligence on the part of ALPENFLUG (excluding personal injury).

7.5. **Cancellation policy (cancellation schedule and rebooking options):**

The CLIENT is entitled to cancel the order in writing or request an alternative date only in accordance with the provisions below, in which case the date of receipt of the notice by ALPENFLUG shall be decisive:

- Cancellations are **free** of charge up to **28 days before the scheduled flight date**. Any payments already made will be refunded in full.
- If a cancellation is made **between 27 and 21 days prior to the scheduled date**, ALPENFLUG is entitled to charge **50% of the agreed fee** (invoice amount) as a cancellation fee. The remaining 50% will be refunded to the CLIENT.
- If a cancellation is made **20 days or less before the scheduled date**, or if the customer fails to show up on the scheduled date, ALPENFLUG retains the right to the full payment. Any payments already made will not be refunded.

Instead of canceling, the CLIENT may coordinate a **free rescheduling to an alternative date** with ALPENFLUG up to **21 days before the original date**. There is no entitlement to a specific alternative date.

8. Permits, statements of consent, off-airport landing sites

- 8.1. The CLIENT acknowledges that prior to the performance of the contract
- a) all necessary official permits, such as permits for flights outside the country and any special permits that may be required, such as permits for low-altitude flights,
 - b) for outdoor landing sites intended to accommodate people, a written consent from the person authorized to dispose of the property,
 - c) any special permits required from local authorities (municipality, police) for flights of any kind over densely populated areas
- must be available.
- 8.2. ALPENFLUG shall obtain the aviation authority approvals specified in Section 8.1(a). The CLIENT is responsible for obtaining the statements of consent specified in Section 8.1(b) and the special permits specified in Section 8.1(c).
- 8.3. The CONTRACTING AUTHORITY must secure the outdoor landing areas in such a way that unauthorized persons are prevented from entering them during flight operations.
- 8.4. The off-airport landing sites must be prepared in accordance with the instructions of ALPENFLUG staff, maintained during flight operations, and restored to their original condition upon completion of the contract. The CLIENT shall bear the costs thereof. Should the landing, loading, or unloading site selected by the CLIENT prove unsuitable before or during the performance of the contract, such that alternative sites must be used, the resulting additional flight times and costs shall be borne by the CLIENT.

9. Warranty

- 9.1. The warranty period shall not exceed 3 months from the date of acceptance. The CLIENT must provide proof of any defects. Section 924, second sentence, of the Austrian Civil Code (ABGB) shall not apply.
- 9.2. In the event of valid complaints regarding defects, ALPENFLUG may, at its sole discretion, choose between the following remedies: repair, replacement, or a price reduction.
- 9.3. Clause 9 does not apply to **consumers**.

10. Damages/Liability

10.1. Liability for the duration of carriage and limitations of liability

- 10.1.1. The liability rules for the duration of carriage are governed by the Convention for the Unification of Certain Rules for International Carriage by Air ("**Montreal Convention**"), Regulation (EC) No. 889/2002, and the Civil Aviation Act.

10.1.2. In the event of **personal injury** (bodily injury or death) and damage resulting from the destruction, loss, damage, or delay of baggage, the **liability rules of the Montreal Convention apply. The key liability rules are set forth in the appendix to these Terms and Conditions (Appendix 1).**

10.1.3. Maximum liability limits are expressed in Special Drawing Rights (SDRs). The value of one SDR is based on a currency basket comprising five currencies (U.S. dollar, euro, yen, pound sterling, renminbi). It is determined by the International Monetary Fund and published on its website. Like the five underlying currencies, the currency basket is subject to constant fluctuations. As of February 2026, 1 SDR = 1.16 euros.

10.1.4. **ALPENFLUG expressly does not waive the right to prove that the conditions for exemption from liability under Article 20 of the Vienna Convention and/or Section 1304 of the Austrian Civil Code (ABGB) (i.e., the defense of sole or contributory negligence) have been met.**

10.1.5. In any case, ALPENFLUG is liable only up to the maximum liability limits provided for by law.

10.2. Liability outside the period of carriage

10.2.1. Business-to-business:

- Unless otherwise provided in these Terms and Conditions, ALPENFLUG's liability is limited to cases of willful misconduct and gross negligence.
- ALPENFLUG shall not be liable for indirect damages, lost profits, consequential damages, financial losses, or damages resulting from force majeure (Section 12).
- ALPENFLUG shall not be liable for claims for damages arising from slight negligence. This does not apply to personal injury.
- The CLIENT must prove that negligence occurred.
- To the extent that ALPENFLUG's liability is excluded or limited in terms of its basis or amount, this also applies to the personal liability of its legal representatives, employees, and agents.
- The provisions regarding damages contained in these Terms and Conditions or otherwise agreed upon shall also apply if a claim for damages is asserted in addition to or in lieu of a warranty claim.

10.2.2. Consumer business:

ALPENFLUG shall not be liable for claims for damages by the consumer arising from slight negligence. This does not apply to personal injury or damages resulting from a breach of a material contractual obligation by ALPENFLUG. In all other cases, the statutory provisions regarding damages shall apply.

11. Insurance

11.1. The insurance coverage amounts are determined in accordance with the relevant legal provisions (Regulation (EC) No. 785/2004, Article 50 of the "Montreal Convention").

12. Force majeure

12.1. Force majeure, as defined in these Terms and Conditions, occurs when ALPENFLUG is prevented from fulfilling its contractual obligations due to an unforeseeable event over which it has no control or which—even if foreseeable—could not have been avoided.

12.2. Force majeure includes, in particular, natural disasters (such as earthquakes, floods, fires, explosions, and lightning strikes), the threat of war, government orders, resource shortages, pandemics/epidemics, the declaration of a state of emergency, the refusal by the competent authorities to grant flight or landing permits, weather conditions, aviation accidents, engine damage, maintenance, pilot unavailability, failure of the contracted fuel supplier to provide fuel on time, and similar events.

12.3. ALPENFLUG is exempt from fulfilling its contractual obligations for the duration of the force majeure event. ALPENFLUG is not obligated to seek alternative sources of supply in order to fulfill its obligations in the event of force majeure.

12.4. ALPENFLUG shall immediately notify the CLIENT of the occurrence of any event of force majeure and of the extent to which such event impairs ALPENFLUG's ability to fulfill its contractual obligations.

- 12.5. The occurrence of a force majeure event does **not** constitute grounds for rescission in contracts with a specific performance and does **not** constitute just cause for early termination in continuing contracts.
- 12.6. In the case of transactions between businesses, if an event of force majeure substantially impairs the performance of contractual obligations for more than 6 months, the CLIENT shall be entitled, upon the expiration of these 6 months, to withdraw from the contract in the case of contracts for specific performance or to terminate the contractual relationship for good cause in the case of continuing obligations, but only with respect to those obligations that have not yet been fulfilled at that time. In consumer transactions, the period shall be a maximum of 8 weeks (instead of 6 months).
- 12.7. ALPENFLUG will endeavor to remedy any disruptions caused by an event of force majeure as soon as possible, and the CLIENT shall provide all reasonable assistance in this regard.
- 12.8. All claims (e.g., claims for damages) against ALPENFLUG arising from the occurrence of an event of force majeure are excluded.

13. Setoff

- 13.1. The CLIENT shall be entitled to set off claims only if its counterclaim has been acknowledged in writing or has been established by a final and binding court decision.
- 13.2. **Notwithstanding Section 13.1, the following applies to consumer transactions:** The consumer is also entitled to set off claims in the event of ALPENFLUG's insolvency, as well as for counterclaims that are legally related to the consumer's obligation (e.g., defective performance).

14. Agents

ALPENFLUG may also have its obligations performed by third parties (vicarious agents) without this affecting the CLIENT's rights and obligations toward ALPENFLUG.

15. Privacy, Change of Address, and Copyright

- 15.1. ALPENFLUG and the CLIENT are obligated to comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (GDPR), and any other applicable legal confidentiality obligations.
- 15.2. ALPENFLUG processes the personal data necessary for the performance of the contract. Detailed information regarding data protection (Privacy Notice/Privacy Policy) in accordance with Article 13 et seq. of the GDPR can be found on the website at: <https://www.alpenflug.at/de/datenschutz>.
- 15.3. The CLIENT is obligated to take all necessary data protection measures, in particular those required under the GDPR (e.g., obtaining the consent of the data subjects), so that ALPENFLUG may process the personal data for the purposes of the contractual relationship.
- 15.4. The CLIENT is obligated to notify ALPENFLUG of any changes to its address until the contractual obligation has been fully fulfilled by both parties. If such notification is not provided, any communications sent to the last known address shall be deemed to have been received.

16. Jurisdiction, Governing Law, Contract Language

- 16.1. The exclusive venue for all disputes arising out of or in connection with the contract of carriage between the CLIENT and ALPENFLUG is **St. Johann im Pongau**.
- 16.2. **For lawsuits against a consumer who has his or her domicile, habitual residence, or place of employment within the country, the court with jurisdiction is the one within whose district one of these locations is situated (Section 14 of the Consumer Protection Act).**
- 16.3. All legal relationships between ALPENFLUG and the CLIENT are governed by **Austrian law**. The application of private international law (such as the IPRG, Rome I Regulation, etc.) and the UN Convention on Contracts for the International Sale of Goods is expressly excluded. With respect to a consumer, this choice of law applies only to the extent that it does not restrict any mandatory statutory provisions of the country in which the consumer has his or her domicile or habitual residence.
- 16.4. The language of the contract is German.

17. Partial invalidity

If any provision of these Terms and Conditions is void, invalid, or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The void, invalid, or unenforceable provision shall be replaced by a provision that comes as close as possible to the purpose of the void, invalid, or unenforceable provision and that can be lawfully agreed upon.

18. Not applicable to consumers

18.1. If the CLIENT is a consumer within the meaning of the Consumer Protection Act (KSchG), the provisions of these General Terms and Conditions shall apply only to the extent that they do not conflict with the mandatory provisions of the KSchG or the Fair Trading Act (FAGG).

18.2. In particular, the following provisions of these Terms and Conditions do not apply to consumers: Section 1.4 (Written Consent), Section 1.5 (Amendment of the Terms and Conditions in the Case of Continuing Obligations), Section 1.6 (Obligation to Give Notice of Defects), Section 5.2 (Price Adjustment), Section 9 (Warranty), Section 10.2.1 (Limitations of Liability for Business Transactions), Section 16.1 (Exclusive Jurisdiction), and Section 17 (Partial Invalidity).

19. CONSUMER'S RIGHT OF WITHDRAWAL PURSUANT TO § 11 FAGG, EXCEPTIONS TO THE RIGHT OF WITHDRAWAL PURSUANT TO § 18 FAGG, CONSEQUENCES OF WITHDRAWAL

19.1. For contracts for the carriage of passengers concluded by ALPENFLUG through distance selling or outside of business premises, the Distance and Off-Premises Sales Act (FAGG)—with the exception of § 8 FAGG—does not apply to contracts concluded by ALPENFLUG with consumers for the carriage of passengers (§ 1(3) FAGG). The CLIENT, who is also a consumer within the meaning of § 1 of the Consumer Protection Act (KSchG), therefore has, among other things, no right of withdrawal pursuant to Section 3 of the FAGG.

Appendix 1 to these Terms and Conditions:

Information pursuant to Article 6 of Regulation (EC) No. 889/2002 of the European Parliament and of the Council of May 13, 2002

APPENDIX 1

INFORMATION

in accordance with Article 6 of Regulation (EC) No. 889/2002 of the European Parliament and of the Council of May 13, 2002 ¹

**Airline Liability for Passengers and
Their Baggage**

These guidelines summarize the liability rules that Community air carriers must apply in accordance with Community legislation and the Montreal Convention.

1. Compensation for death or bodily injury

There are no maximum limits on liability for the death or bodily injury of passengers. For damages up to 151,880 SDRs, the air carrier cannot raise any objections to claims for compensation. For claims exceeding this amount, the air carrier may avoid liability by proving that it acted neither negligently nor otherwise at fault.

2. Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment within 15 days of identifying the person entitled to compensation to cover immediate financial needs. In the event of death, this advance payment shall not be less than 16,000 SDRs.

3. Delays in the transportation of passengers

The air carrier is liable for damages resulting from delays in the carriage of passengers, unless it has taken all reasonable measures to avoid such damages or it was impossible to take such measures. Liability for damages resulting from delays in the carriage of passengers is limited to 6,303 SDRs.

4. Delays in the handling of luggage

The air carrier is liable for damage resulting from delay in the carriage of baggage, unless it has taken all reasonable measures to avoid such damage or it was impossible to take such measures. Liability for damage resulting from delay in the carriage of baggage is limited to 1,519 SDRs.

5. Destruction, loss, or damage to luggage

The airline is liable for the destruction, loss, or damage of baggage up to an amount of 1,519 SDRs. For checked baggage, the airline is strictly liable, unless the baggage was already damaged prior to check-in. For carry-on baggage, the airline is liable only for negligence.

6. Higher liability limit for luggage

¹ The maximum liability amounts specified in the original version of Annex 1 to Regulation (EC) No. 889/2002 amending Regulation (EC) No. 2027/97 were adjusted in accordance with Article 24 of the Implementing Regulation via Federal Law Gazette III No. 17/2025. This Annex 1 includes the maximum liability amounts as of September 24, 2025.

Eine höhere Haftungsgrenze gilt, wenn der Passagier spätestens beim Check-in eine besondere Erklärung abgibt und einen Aufpreis zahlt.

7. Luggage Complaints

In the event of damage, delay, loss, or destruction of baggage, the passenger must notify the airline in writing as soon as possible. In the case of damage to checked baggage, the passenger must submit a written report within seven days; in the case of delayed baggage, within 21 days after it has been made available to the passenger.

8. Liability of the contracting and operating air carriers

If the operating carrier is not the same as the contracting carrier, the passenger may submit a complaint or claim for compensation to either carrier. If the name or code of a carrier is indicated on the ticket, that carrier is the contracting carrier.

9. Statutes of limitations

Legal claims for damages must be filed within two years, starting from the date of the aircraft's arrival or the date on which the aircraft was scheduled to arrive.

10. Source of this information

These provisions are based on the Montreal Convention of May 28, 1999, which was implemented in the European Community by Regulation (EC) No. 2027/97, as amended by Regulation (EC) No. 889/2002, and by the national laws of the Member States.