

General Terms and Conditions and Carriage Conditions for Passengers, Baggage, and Items of Mali AIR Luftverkehr GmbH (hereinafter referred to as the "Air Carrier")

1. Scope and Incorporation of the GTC

1.1 These General Terms and Conditions (GTC) shall apply to all air carriage contracts concluded between MALIAIR Luftverkehr GmbH and the Contracting Party/Passenger.

1.2 The GTC shall become an integral part of the carriage contract, provided that the Contracting Party/Passenger was advised of them at the time of concluding the contract and had the opportunity to take note of their content. In the case of written bookings, the GTC shall be transmitted to the Contracting Party prior to conclusion of the contract. In the case of oral or telephone bookings, the Contracting Party shall be informed of the GTC; they shall be made available to the Contracting Party promptly upon request and can be accessed at www.malaiir.com.

1.3 Deviating agreements shall require written form to be effective.

2. Flight Booking and Payment

2.1 A flight booking may be made in writing, orally, or by telephone. It becomes binding upon the conclusion of the air carriage contract.

2.2 The payment terms agreed upon in the air carriage contract shall apply.

2.3 If advance payment has been agreed, the Air Carrier is entitled to refuse carriage if the payment has not been made no later than one hour prior to the agreed departure time. The Air Carrier shall not be liable for damages resulting from such refusal of payment, provided that the refusal was justified.

3. Services of the Air Carrier

3.1 The Air Carrier undertakes the carriage of passengers, baggage, and other goods from the airport of departure to the airport of destination, unless such carriage is excluded by legal provisions or these GTC.

3.2 Measures to maintain flight safety (such as de-icing of the aircraft due to adverse weather conditions) are not included in the flight price, provided that this was clearly disclosed at the time of booking. The decision to carry out such measures rests with the Air Carrier. The costs shall be charged to the Contracting Party based on actual expenses incurred.

3.3 The Air Carrier shall provide on-board services and catering in accordance with the agreements set out in the air carriage contract.

3.4 Unless otherwise agreed in the air carriage contract, flight prices and fees apply only to carriage from airport to airport.

3.5 The Air Carrier is entitled to utilize another air carrier as a vicarious agent or an aircraft other than that specified in the air carriage contract. In the event of a significant change (in particular, a substantial deviation from the booked travel time or quality), the Contracting Party shall be informed in advance; the right to extraordinary withdrawal remains unaffected.

4. Flight Times and Delays

4.1 The flight times specified in the air carriage contract shall be authoritative for air transport. These are scheduled times and do not constitute a binding guarantee.

4.2 Liability for Delays:

(a) *Personal and baggage damage*: The Air Carrier is liable for damages caused by delays in accordance with the provisions of the Montreal Convention (Art. 19) and the EU Air Passenger Rights Regulation (EC) No. 261/2004. Liability is not limited to cases of gross negligence or intent.

(b) *Compensation payments for cancellation or significant delay*: The Passenger is entitled to flat-rate compensation payments in accordance with Art. 7 of the EU Air Passenger Rights Regulation (€250 – €600), provided the prerequisites are met. These claims cannot be excluded or restricted by these GTC.

(c) *Extraordinary circumstances*: In the event of delays caused by air traffic control or air safety measures, flight cancellations (in particular, technical defects of the aircraft), or diversions (e.g., due to weather conditions or airspace congestion), which are outside the Air Carrier's sphere of responsibility and were not foreseeable or avoidable (force majeure, official interventions, sabotage, strike action), the Air Carrier shall not be liable for financial losses; liability for personal injury remains unaffected by the Montreal Convention. The decision as to whether to conduct a flight rests with the crew.

4.3 The Contracting Party shall ensure that the check-in of passengers, baggage, and other freight is completed no later than 20 minutes prior to the scheduled departure time. A shorter check-in time requires a written agreement.

5. Carriage Provisions for Passengers and Baggage

5.1 The Contracting Party shall inform the Passengers of the special provisions concerning them (in particular, carriage restrictions and exclusions). The Contracting Party shall indemnify and hold the Air Carrier harmless from any claims arising from a failure to provide such information.

5.2 The Contracting Party shall, by instructing the Passenger, ensure that the Passenger complies with all regulations of the states from which, over which, or into which they are flying and that the Passenger can present the necessary entry and exit documents, health certificates, and other certificates. The Air Carrier shall not be liable for damages arising from the non-observance of such regulations.

5.3 The Passenger shall not carry as baggage:

- Items that are likely to endanger the aircraft, persons, or property on board;
- Items whose carriage is prohibited by legal provisions or regulations of a state touched upon during the flight;
- Items that, in the opinion of the Air Carrier, are unsuitable for carriage due to their weight, size, or nature.

5.4 Upon request, the Passenger must be present during the inspection of their checked or unchecked baggage by customs or other officials.

5.5 *Refusal of Carriage*: The Air Carrier may refuse carriage if:

- This is necessary for objective reasons of safety and order (e.g., missing travel documents, missing visa, or violation of entry regulations);
 - The Passenger poses a significant security risk (e.g., due to alcohol-induced impairment or aggressive behavior);
 - The Passenger, due to their mental or physical condition, is dependent on special assistance that the Air Carrier cannot provide or can only provide with a disproportionately high effort;
 - The Passenger endangers themselves, other persons, or objects, or their presence cannot reasonably be expected of other persons on board.
- The refusal must be justified in writing to the Passenger without undue delay.

5.6 If the Passenger carries weapons of any kind, they must notify the Air Carrier prior to departure.

5.7 The Passenger must follow the crew's instructions regarding the use of electronic devices on board. All flights are operated as non-smoking flights.

5.8 The carriage of animals requires the prior consent of the Air Carrier. The intention to transport animals must be announced before booking. If consent is refused, the reason shall be communicated.

6. Taxes, Customs, Duties, Fines, and Penalties

6.1 All taxes, customs duties, or other charges levied by authorities or airport operators in connection with the Passenger or their use of services shall be borne separately by the Contracting Party, unless expressly included in the flight price. The total price must be transparently disclosed at the time of booking.

6.2 If the Air Carrier is required to pay or deposit fines or penalties or to incur other expenses because a Passenger has failed to comply with entry or transit regulations or does not possess the required documents, the Passenger and the Contracting Party shall be jointly and severally liable for the reimbursement thereof.

7. Withdrawal from the Air Carriage Contract

7.1 *Withdrawal by the Contracting Party*:

The Contracting Party may withdraw from the air carriage contract at any time prior to the commencement of carriage. Carriage is deemed to have commenced when the aircraft is moved under its own power for the purpose of fulfilling the contract.

7.2 *Cancellation Fees*:

In the event of withdrawal by the Contracting Party, a flat-rate cancellation fee shall become due, which must not substantially exceed the actual damage anticipated by the Air Carrier:

Time of Withdrawal	Cancellation Fee
Up to 4 weeks before departure	25% of the flight price

Time of Withdrawal	Cancellation Fee
Up to 2 weeks before departure	50% of the flight price
Up to 1 week before departure	75% of the flight price
Later than 1 week before departure	max. 85% of the flight price

However, the Contracting Party has the right to prove that the Air Carrier has incurred a lesser loss; in this case, the fee shall be reduced to the actual damage.

7.3 If the Contracting Party withdraws after commencement of carriage, they are obliged to pay the full flight price, unless the withdrawal is caused by the fault of the Air Carrier (e.g., flight termination without a justifiable reason).

7.4 The withdrawal shall take effect upon the receipt of the written notice of withdrawal at the Air Carrier's business premises.

7.5 *Withdrawal by the Air Carrier:*

The Air Carrier may withdraw from the contract for a material reason (in particular, in the event of force majeure, official prohibitions, or if the execution of the flight is unreasonable for safety reasons). In all other cases, the Contracting Party is entitled to compensation for damages in the event of withdrawal by the Air Carrier. There is no unilateral right of withdrawal without a material reason.

8. Liability

8.1 *Applicable Liability Regimes:*

The Air Carrier shall be liable for damages arising in the course of air carriage in accordance with the provisions of the Montreal Convention, as amended, EU Regulation 889/2002, and the EU Air Passenger Rights Regulation (EC) No. 261/2004.

8.2 *Liability for Personal Injury:*

For death, bodily injury, or other health damage, the Air Carrier is liable irrespective of fault (strict liability) up to the statutory limits of the Montreal Convention. Any exclusion or limitation of liability for personal injury is invalid.

8.3 *Liability for Baggage:*

(a) *Loss, damage, or delay:* The Air Carrier is liable for the loss of, damage to, or delay of baggage in accordance with the Montreal Convention (Art. 22). The current liability limit is approximately 1,288 SDR (approx. €1,500) per Passenger, subject to statutory amendments.

(b) *Complaint periods:* In the event of baggage damage, the Passenger must file a written complaint with the Air Carrier immediately, but no later than within 7 days of receiving the baggage. In the event of baggage delay, the complaint period is 21 days from the date on which the baggage was made available to the Passenger. Failure to comply with this complaint period shall bar the right to bring legal action.

8.4 *Exclusions of Liability:*

(a) The Air Carrier shall not be liable if it can prove that it, its vicarious agents, or other persons whose services it uses to perform the carriage contract, took all necessary measures to prevent the damage or that it was impossible to take such measures (exculpation under the Montreal Convention).

(b) In no event shall the Air Carrier's liability exceed the amount of proven damage. The Air Carrier shall not be liable for indirect or consequential damages, unless these were foreseeable to the Air Carrier at the time of the contract's conclusion or are attributable to gross negligence or intent.

(c) The Air Carrier shall not be liable for damages caused or contributed to by the fault of the Passenger (contributory negligence).

8.5 Limitation Period:

Any action for damages must be brought within a limitation period of 2 years, calculated from:

- The date of arrival of the aircraft at the destination, or
- The date on which the aircraft should have arrived at the destination, or
- The date on which the carriage was terminated.

This period may be suspended or interrupted by negotiations or the filing of a lawsuit.

9. Final Provisions

9.1 Written Form Requirement:

No oral side agreements exist and they shall only be effective upon written confirmation. Provisions of these GTC cannot be amended, restricted, or excluded by agents, employees, or representatives of the Air Carrier.

9.2 Severability Clause:

If any provision of these GTC or the air carriage contract is invalid, the validity of the remainder of the contract shall not be affected. The invalid provision shall be replaced by a permissible provision that is as economically similar as possible. Should the invalid provision affect a material contractual basis, the Contracting Party reserves the right to withdraw from the contract.

9.3 Jurisdiction and Choice of Law:

(a) Austrian law shall apply to disputes arising from this contract.

(b) For consumers (within the meaning of the Austrian Consumer Protection Act – KSchG) domiciled in an EU member state, the law of their domicile remains unaffected in accordance with the Brussels I Regulation (No. 1215/2012). The Passenger may bring legal action either at the seat of the Air Carrier (Judenburg, Austria) or at their domicile.

(c) For entrepreneurs, exclusive jurisdiction is agreed to be Graz, Austria.