

## **General Terms and Conditions of Business and Carriage**

(Status: November 2025)

of the **DRF Stiftung Luftrettung gemeinnützige GmbH**

Amtsgericht Stuttgart HRB 727649 (Stuttgart Local Court HRB 727649)

Rita-Maiburg-Straße 2 70794 Filderstadt

(hereinafter referred to as the "DRF Luftrettung")

### **1. General Terms and Conditions of Business and Carriage**

(1) These General Terms and Conditions of Business and Carriage of DRF Stiftung Luftrettung gemeinnützige GmbH, in the version valid at the time of conclusion of the contract, shall become an integral part of the contract of carriage with DRF Luftrettung.

(2) Deviating or conflicting contractual conditions of the contractual partner shall not apply unless DRF Luftrettung has expressly agreed to their validity in writing.

### **2. Definitions**

(1) The contractual partner(s) is/are the person(s) who has/have concluded the contract of carriage with DRF Luftrettung in their own name and is/are therefore the contractual partner of DRF Luftrettung.

(2) Passenger(s) is/are the person(s) who, according to the contract of carriage between DRF Luftrettung and the contractual partner, is/are to be transported by DRF Luftrettung on the aircraft or is/are on board an aircraft operated by DRF Luftrettung or an aircraft operated on behalf of DRF Luftrettung on the basis of this contract of carriage.

(3) A patient is a passenger who is to be transported by DRF Luftrettung by aircraft due to his/her state of health. The term "passenger" also includes every patient. However, when the term "patient" is used, this only refers to the passenger who is to be transported by the DRF Luftrettung aircraft due to his/her state of health.

(4) Aircraft means the airplane or helicopter or other aircraft used by the DRF Luftrettung.

### **3. Obligation of the contractual partner to pass on to passengers**

The contractual partner must pass on these General Terms and Conditions of Business and Carriage and instructions of DRF Luftrettung to each passenger and oblige each passenger to comply with the requirements for passengers. If the contractual partner does not fulfill these obligations to pass on and obligate the passengers, he is obliged to compensate DRF Luftrettung for all resulting damages.

### **4. Price and payment**

(1) Unless expressly agreed otherwise, the price agreed in the contract of carriage includes only the transportation from the agreed place of departure to the destination, including the costs of the flight crew and the transportation of the accompanying personnel (generally one flight physician, one medical flight attendant), overnight accommodation for the personnel, fuel, landing fees, fees for route navigation services, basic food or beverages on board, handling by aviation handling agents and aviation security fees as well as the costs of a transfer flight, insofar as such a flight is necessary for the provision of the aircraft at the passengers' place of departure.

(2) Unless expressly agreed otherwise, the following costs ("additional costs") are not included in the price agreed in the contract of carriage:

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Rechtsform: gGmbH  
Amtsgericht Stuttgart: HRB 800978

HypoVereinsbank  
IBAN DE 61 6002 0290 0322 6205 86  
BIC HYVEDEMM473

Geschäftsführer:  
Dr. Krystian Pracz (Vorsitzender),  
Dr. Jörg Braun, Jérôme Gehri,  
Ernst Peleikis

Volksbank Stuttgart eG  
IBAN DE 46 6009 0100 0500 9900 00  
BIC VOBAD333

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADE33XXX

T +49 711 7007-0  
F +49 711 7007-2349  
www.drf-luftrettung.de

Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
BIC SOLADES1WBN



- additional accompanying personnel (second flight physician, second medical flight attendant or similar),
- the ground transportation of passengers,
- Costs and fees for additional food or drinks on board (catering),
- VIP handling and VIP lounges,
- necessary extension of airport opening hours,
- De-icing costs (during the flight or de-icing of the aircraft on the ground),
- Procurement of additional traffic rights or similar special services,
- Costs for visa and customs stamps, customs duties,
- Airport and passenger charges,
- taxes and charges and other levies and taxes imposed on passengers or on the services used by passengers by a public authority or other legal entity (e.g. airport operator), including country-specific passenger taxes and passenger charges, and
- the cost of using communication equipment on board (e.g. Internet, Sat-Com telephone, etc.).

(3) Should DRF Luftrettung incur additional costs, these are to be paid by the contractual partner in addition to the price agreed in the contract of carriage. DRF Luftrettung will charge these costs to the contractual partner in addition to the price agreed in the contract of carriage.

(4) Unless expressly agreed otherwise in the contract of carriage, the price agreed in the contract of carriage is due for payment without deduction immediately after conclusion of the contract.

(5) The contractual partner is obliged to make the payments owed in the currency agreed in the contract of carriage (EURO or US dollar). If no special agreement has been made, the contractual partner must make payments in EURO. The contractual partner is entitled to pay the price by bank transfer or credit card. Other payment methods may also be accepted in individual cases. The DRF Luftrettung charges a fee of 4% of the price for credit card payments from companies. The fee for the credit card payment represents a lump-sum compensation. The contractual partner shall be entitled to prove that no damage was incurred at all or that the damage was significantly lower than the lump sum.

## **5. Right of termination of the contractual partner at any time**

(1) The contractual partner may terminate the contract of carriage with DRF Luftrettung at any time.

(2) The termination must be in text form (e.g. letter, e-mail, fax or text message) to be effective; during the flight, the termination may also be declared verbally to the commander if the contractual partner is on board the aircraft.

(3) If the contractual partner terminates the contract of carriage with DRF Luftrettung, DRF Luftrettung may charge the contractual partner the following lump-sum compensation:

- if the notice of termination is received by DRF Luftrettung no later than 10 hours before the departure time agreed in the contract of carriage: 10% of the price agreed in the contract of carriage;
- if the notice of termination is received by DRF Luftrettung later than 10 hours but more than 2 hours before the departure time agreed in the contract of carriage: 20% of the price agreed in the contract of carriage;
- if the notice of termination is received by DRF Luftrettung later than 2 hours but more than 30 minutes before the departure time agreed in the contract of carriage: 50% of the price agreed in the contract of carriage;

- if the notice of termination is received by DRF Luftrettung later than 30 minutes before the departure time agreed in the contract of carriage: 100% of the price agreed in the contract of carriage.

The contractual partner shall be entitled to prove that DRF Luftrettung has suffered no loss or a significantly lower loss than the lump-sum compensation. The contractual partner shall also bear any additional costs incurred in accordance with section 4.

(4) If the termination is declared during the flight, DRF Luftrettung is obliged, at the discretion of the contractual partner, to

- continue the flight to the nearest airfield where landing is possible and permitted, or
- to return to the aerodrome of departure or, if this is not possible or not permitted, to fly to the nearest aerodrome;

In this case, in addition to paying the full price agreed in the contract of carriage and the additional costs pursuant to section 4, if any, the contractual partner is also obliged to compensate for any additional costs incurred due to the execution of the flight at the contractual partner's discretion (e.g. higher fuel costs, landing fees, etc.).

## **6. Communication of passenger data by the contractual partner**

(1) The contractual partner is obliged to inform DRF Luftrettung of the surnames and first names of the passengers intended by the contractual partner for the flight with DRF Luftrettung as well as other details required and requested by DRF Luftrettung for the execution of the contract of carriage. The notification must be made within the deadline set by DRF Luftrettung or, if no deadline is specified, no later than 24 hours before the departure time stated in the contract of carriage.

(2) The contractual partner is responsible for complying with data protection law when collecting passenger data and passing it on to DRF Luftrettung.

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of data protection violations by the contractual partner.

## **7. Transmission of the medical report by the contractual partner**

(1) The contractual partner shall send the DRF Luftrettung a written medical report on each patient scheduled by the contractual partner for the flight with the DRF Luftrettung, but is not obliged to do so. The medical report should provide information on the patient's condition and enable an assessment to be made as to whether the patient's condition permits transportation by aircraft, and should be sent to DRF Luftrettung at least 6 hours before the contract is concluded.

(2) The contractual partner is responsible for complying with data protection law when collecting and forwarding medical data to DRF Luftrettung.

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of data protection violations by the contractual partner.

## **8. Travel documents**

(1) Each passenger must carry the required travel documents (e.g. passport, visa, health certificate or similar) on the flight and present them on request. Passports or visas must be valid for at least another 3 months beyond the intended travel period.

(2) The contractual partner is obliged to ensure that each passenger designated by the contractual partner for the flight with DRF Luftrettung carries the required travel documents (e.g. passport, visa, health certificate or similar) on the flight and that passports or visas are valid for a period of at least another 3 months beyond the intended travel time.

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of the incorrectness and incompleteness or the non-presentation or untimely presentation or refusal to present travel documents by the passenger.

## 9. Boarding and take-off

The patient and other passengers must present themselves at the place of departure by the time of reporting. The contractual partner is obliged to ensure that the patient and other passengers comply with this. If the patient or other passengers have not arrived at the place of departure by the time of reporting, DRF Luftrettung is not obliged to adhere to the agreed estimated departure time or period and DRF Luftrettung is entitled to carry out the flight at the next possible time for DRF Luftrettung; additional costs due to the later flight execution shall be borne by the contractual partner.

## 10. Dangerous objects

(1) The following items (hand baggage and checked baggage) may not be carried on board:

Objects whose carriage is prohibited by the regulations of a country from which the flight is operated, which is approached or which is overflown.

(2) The items listed below may not be carried in checked baggage unless DRF Luftrettung has been notified in good time of the carriage of one of these items and DRF Luftrettung has received permission from the competent authority to carry the item in question in checked baggage:

- Objects that are likely to endanger the aircraft or persons or objects on board the aircraft, as listed in the ICAO and IATA dangerous goods regulations in force at the time of the flight, in particular explosives, compressed gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic or aggressive substances; DRF Luftrettung will make the dangerous goods regulations available to the contractual partner on request;
- Explosives and incendiary substances and devices capable of causing serious injury or endangering the safety of the aircraft, including:
  - Ammunition,
  - Detonators,
  - Detonators and fuses,
  - Mines, grenades or other military explosive devices,
  - Fireworks and other pyrotechnic articles,
  - Smoke canisters and smoke cartridges,
  - Dynamite, gunpowder and plastic explosives.

(3) The following items may not be taken into security restricted areas or on board an aircraft, not even in hand baggage, unless the DRF Luftrettung has been notified in good time of the carriage of one of these items and the DRF Luftrettung has received appropriate authorization from the competent authority to carry the item in question on board the aircraft:

- Objects that are likely to endanger the aircraft or persons or objects on board the aircraft, as listed in the ICAO and IATA dangerous goods regulations in force at the time of the flight, in particular explosives, compressed gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic or aggressive substances; DRF Luftrettung will make the dangerous goods regulations available to the contractual partner on request;
- the items listed in the Annex with the list of prohibited items.



(4) Before boarding the flight, each passenger must inform himself/herself about the items prohibited in hand baggage and/or baggage. If the passenger is carrying prohibited items on his person or in his baggage, in particular weapons or weapon-like objects, he must notify the aircraft commander of this prior to departure. The aircraft commander decides on the type of transportation and is entitled to refuse transportation.

(5) E-cigarettes and devices powered by a lithium battery may not be carried in baggage. If the passenger is carrying these in hand baggage, he/she must notify the aircraft commander before departure. The aircraft commander decides on the type of transportation and is entitled to refuse transportation if there is a risk of endangering persons or the aircraft.

(6) The contractual partner is obliged vis-à-vis DRF Luftrettung to ensure that passengers do not carry any prohibited items or, if this should be the case, to notify the aircraft commander before departure.

(7) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of passengers violating these regulations on the transportation of dangerous goods.

## 11. Baggage

(1) Bulky baggage or other items will only be accepted as baggage or hand baggage if significant damage, soiling or danger to other baggage, persons and aircraft is excluded. The commander of the aircraft is entitled to refuse to carry objects if there is a risk of damage, pollution or danger.

(2) The contractual partner shall be liable to DRF Luftrettung for any damage or expenses incurred by DRF Luftrettung as a result of the passengers' failure to comply with these regulations on the transportation of baggage or other items.

## 12. Transportation of animals

(1) The transportation of small pets (e.g. dogs, cats) is only permitted at the discretion of the aircraft commander, who will not refuse transportation if safe flight operations are guaranteed. This applies in particular to the carriage of a guide dog or a comparable service dog. The prerequisite for this is that the animal is housed in a 55 cm x 40 cm x 20 cm, bite-proof and water-impermeable transport container.

(2) The transportation of larger animals (from 1.00 m body length or 50 cm shoulder height) shall only take place by special agreement with the contractual partner, otherwise this is excluded.

(3) The contractual partner is obliged to provide the necessary travel documents for accompanying animals (e.g. vaccination passports). The contractual partner must send the required travel documents for the accompanying animals to DRF Luftrettung no later than 72 hours before the date of the first flight on which the animal is traveling under the contract; if the travel documents are not received by this time, DRF is entitled to refuse to carry the animal. The contractual partner must ensure that the passenger accompanied by the animal carries the travel documents for the animal on the flight.

(4) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung due to the incorrectness or incompleteness of travel documents for an accompanying animal or due to the passenger's refusal to present such travel documents.

### **13. Liability of the contractual partner for damage to the aircraft caused by passengers**

The contractual partner shall be liable to DRF Luftrettung for any damage caused to the aircraft exterior or interior by passengers.

### **14. On-board authority and decision-making powers of the aircraft commander**

(1) The commander of the aircraft is authorized to take all necessary safety measures at any time (measures to maintain or restore flight safety and aviation security or to otherwise protect the life, limb and physical integrity of passengers or flight crew (health protection)). In particular, the aircraft commander has full authority to decide on the payload and seating capacity and the allocation of seats, as well as the loading, distribution and unloading of cargo and baggage, and is authorized to issue safety instructions to passengers. Similarly, the commander makes all necessary decisions as to whether and in what manner the flight should be carried out, deviate from the planned route and where a landing should be made. In particular, the commander is also authorized to refuse carriage in accordance with sections 20 and 21 or if the commander deems this necessary for safety reasons (flight safety, aviation security, health protection).

(2) The contractual partner is obliged to inform the passengers of the aircraft commander's authority on board and to oblige them to follow the commander's instructions.

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of non-compliance with the aircraft commander's safety instructions or other violations of safety measures taken by the commander by passengers.

### **15. Compliance with legal provisions by passengers**

(1) Each passenger and the contractual partner is responsible for compliance with the laws, regulations, ordinances or orders of the countries overflown or approached or from which the flight departs, which must be observed by the passengers during transit, entry or departure. In this respect, DRF Luftrettung has no responsibility towards passengers or the contractual partner; in particular, DRF Luftrettung is not obliged to carry out checks.

(2) In particular, the contractual partners shall ensure that all services are provided in compliance with the requirements of EU Regulation 2023/203 (Part-IS).

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of non-compliance of the passengers with the laws, regulations, ordinances or orders of the countries overflown or approached or from which the flight is operated.

### **16. Customs investigation, security check**

(1) Passengers must tolerate searches of their baggage by customs authorities or other authorities or agencies. At the request of the customs authorities, passengers must allow their baggage to be searched by the customs authorities. DRF Luftrettung is not responsible for the inspections carried out by these other bodies.

(2) Passengers must submit themselves and their baggage to security checks and searches carried out by the authorities, the airport operator or other bodies. DRF Luftrettung is not responsible for the inspections carried out by these other bodies.

(3) Passengers must submit themselves and their baggage to any security checks and searches carried out by DRF Luftrettung.

(4) The contractual partner is also obliged vis-à-vis DRF Luftrettung to ensure that the passengers tolerate the customs inspection or security check and cooperate with it if necessary.

(5) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of the refusal or other disruption of the customs or security check by the passenger concerned.

## **17. Passenger health checks and health protection measures**

(1) Passengers must undergo health checks carried out by the authorities, the airport operator or other bodies. DRF Luftrettung is not responsible for the inspections carried out by these other bodies.

(2) Passengers may also be required to undergo a health check carried out by DRF Luftrettung. Every passenger must, if requested by DRF Luftrettung, provide information on their whereabouts and state of health during past periods and allow their body temperature to be measured using non-invasive measuring methods.

(3) Passengers must participate in any health protection measures prescribed by DRF Luftrettung to prevent the spread of communicable diseases from the moment they board the aircraft until they leave the aircraft. In particular, passengers must, insofar as this is required by DRF Luftrettung for the purpose of preventing the spread of threatening communicable diseases (e.g. to protect against infection with SARS-CoV-2/ COVID-19 or similarly threatening communicable diseases), maintain the physical distance from each other specified by DRF Luftrettung or, if necessary, also wear the protective clothing specified by DRF Luftrettung (e.g. respiratory masks, gloves or similar).

(4) The contractual partner is also obliged to DRF Luftrettung to ensure that the passengers tolerate the health check and, if necessary, cooperate and participate in the health protection measures.

(5) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of the refusal or other disruption of the health check or the lack of cooperation in health protection measures by the passenger concerned.

## **18. Medical examination of patients**

(1) In addition to Section 17, the following applies to each patient: Each patient must also submit to a further physical examination carried out by the accompanying doctor (flight physician), including undressing, palpation, listening (stethoscope), measurement of blood pressure or other vital signs or similar examination methods at the doctor's discretion.

(2) The contractual partner is also obliged to DRF Luftrettung to ensure that the patient tolerates the medical examination and cooperates in it if necessary.

(3) The contractual partner shall be liable to DRF Luftrettung for all damages incurred by DRF Luftrettung as a result of the refusal or other disruption or lack of cooperation in such a medical examination by the passenger concerned.

## **19. Care by the flight physician and adjustment of the transportation modalities**

(1) DRF Luftrettung shall ensure that the patient is cared for by medical personnel on board the aircraft. Unless otherwise agreed above, the medical staff consists of an accompanying doctor (flight physician) and a medical flight attendant. The primary purpose of patient care on board the aircraft is to enable the patient to be transported by aircraft and to prevent a deterioration in the patient's state of health during the flight, insofar as this is possible according to the rules of medical art. No further medical care or treatment is owed.

- (2) If the flight physician determines that the patient is in a medical condition that would pose a significant risk to his or her health or life as a result of the planned transportation by aircraft, and the flight physician makes a corresponding instruction to protect the patient's well-being, then transportation by aircraft shall not take place.
- (3) If the determination described in paragraph 2 is made during the flight, DRF Luftrettung will continue the flight to the nearest airfield where landing is possible and permissible or return to the departure airfield or, if this is not possible or not permissible, fly to the nearest airfield, in accordance with the instructions given by the flight physician to protect the patient's well-being. In such a case, the DRF Luftrettung will carry out or arrange for the ground transportation of the patient to the nearest hospital suitable for temporary further care.
- (4) If the flight physician determines that, due to an illness or injury of the patient, it is necessary to prevent gas accumulations in the human body from expanding due to the pressure differences during the flight (e.g. pneumothorax, intestinal obstruction or other findings), and the flight physician specifies that the flight must therefore be carried out at a lower altitude at cabin pressure at sea level (sea/low-level conditions) in order to protect the patient's well-being, DRF Luftrettung will carry out the flight under the appropriate conditions and adjust the flight route, including any intermediate landings.
- (5) If the patient dies during the flight, the DRF will continue the flight to the destination. After landing, the patient's body is handed over to the local authorities. If there is a stopover before reaching the destination, the rest of the flight cannot be continued. In this case, the responsible authorities must be informed and the body must be handed over. If the transportation service was not provided in full due to an incident described above, the contractual partner may be invoiced for the services already provided. In addition, reimbursement of expenses may be demanded for costs incurred in providing the partial service that are not included in the remuneration. As a rule, this is to be understood as the costs that had to be incurred in order to transport the aircraft from the place of the stopover (transfer of the body) to the station.
- (6) The following applies to ground transportation to the departure airport or from the landing airport to the destination: If the flight physician determines that the patient is in a medical condition that requires the patient to be accompanied by the flight physician during ground transportation, the flight physician will accompany the patient accordingly.
- (7) The contractual partner is also obliged to pay the prices listed in the order form in the event of an adjustment of the transportation modalities and is also obliged to reimburse the additional ground and flight times required due to the adjustment of the transportation modalities and to bear any additional costs incurred plus a lump-sum expense allowance of DRF Luftrettung in the amount of 8 %. The compensation for the additional ground and flight times required due to the adjustment of the transportation modalities and any additional costs incurred shall be due upon invoicing.

## **20. Refusal to transport patients**

- (1) DRF Luftrettung may refuse to carry a patient and his/her baggage:
- if the passenger data for the patient is not received by DRF Luftrettung within the applicable time limit in accordance with Section 6,
  - if this is necessary to comply with applicable laws, regulations or mandatory official orders or to avoid a violation of such,
  - if the patient refuses to provide personal details at the request of DRF Luftrettung, including those required by law or official orders, or if the patient's authorized representative (contractual partner, accompanying person or other person authorized by



the patient) does not provide the information in the event of unconsciousness or insufficient ability to explain/act,

- if the patient refuses a health check in accordance with Section 17 or, if the patient is unconscious or lacks sufficient capacity to explain/act, the authorized representative (contractual partner, accompanying person or other person authorized by the patient) refuses a health check of the patient,
- if the patient does not cooperate in health protection measures in accordance with Section 17 or, in the event of unconsciousness or insufficient capacity to explain/act on the part of the patient, the person authorized to represent the patient (contractual partner, accompanying person or other person authorized by the patient) refuses to do so on the patient's behalf,
- if the patient refuses to be examined by the accompanying doctor (flight physician) in accordance with Section 18 or, if the patient is unconscious or lacks sufficient capacity to explain/act, the person authorized to represent the patient (contractual partner, accompanying person or other person authorized by the patient) refuses to examine the patient,
- if the transportation of the patient would endanger the safety or order on board the aircraft, in particular if facts justify the assumption that the health of other passengers or the flight crew would be endangered, unless the cause is the patient's state of health, insofar as this was known to DRF Luftrettung prior to the conclusion of the contract with the contractual partner for the transportation of the patient,
- if the patient refuses to submit himself or his baggage to a customs check or a security check in accordance with Section 16 or, in the event of the patient being unconscious or unable to explain/act sufficiently, the customs check or security check of the patient's baggage is refused by the authorized representative (contractual partner, accompanying person or other person authorized by the patient) or if the patient is unable to provide satisfactory answers to the security questions during the security check or if the authorized representative is unable to provide satisfactory answers for the patient in the event of the patient being unconscious or unable to provide sufficient explanation/ability to act,
- if there is reasonable doubt that the patient is in possession of a valid passport, required visa or other required travel documents, or if there are other indications that the patient is attempting to enter a country through which he/she may only transit or for which he/she has no valid entry documents, or if he/she destroys such documents during the flight or refuses to surrender these documents to the flight crew for verification on request and the authorized representative (contractual partner, accompanying person or other person authorized by the patient) also fails to surrender them, or the patient cannot prove that he/she is the person named in the passenger list, or
- if the patient does not comply with the safety measures taken by the aircraft commander in the exercise of his authority on board in accordance with Section 14 or, in the event of unconsciousness or insufficient ability to explain/act on the part of the patient, the person authorized to represent the patient (contractual partner, accompanying person or other person authorized by the patient) does not ensure compliance by the patient.

(2) If transportation of a patient is refused for one or more of the above-mentioned reasons, DRF Luftrettung's claim for consideration against the contractual partner shall remain in full; the contractual partner shall not be entitled to refuse payment, not even in part; there shall be no claim for transportation.

(3) The DRF Luftrettung shall not be liable for damages due to a justified refusal to transport the patient for one or more of the above-mentioned reasons.

Sitz der Gesellschaft: Filderstadt  
Rechtsform: gGmbH  
Amtsgericht Stuttgart: HRB 800978

HypoVereinsbank  
IBAN DE 61 6002 0290 0322 6205 86  
BIC HYVEDE33HAN

Geschäftsführer:  
Dr. Krystian Pracz (Vorsitzender),  
Dr. Jörg Braun, Jérôme Gehri,  
Ernst Peleikis

Volksbank Stuttgart eG  
IBAN DE 46 6009 0100 0500 9900 00  
BIC VOBAD33HAN

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADE33HAN

T +49 711 7007-0  
F +49 711 7007-2349  
www.drfluftrettung.de

Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
BIC SOLADE33HAN



## **21. Refusal to carry passengers who are not patients**

(1) DRF Luftrettung may refuse to carry any passenger who is not a patient and their baggage:

- if a patient is denied transportation in accordance with Section 20 and the passenger is the patient's accompanying person,
- if the contractual partner fails to provide the passenger data requested by DRF Luftrettung for the Passenger within the applicable period pursuant to Section 6,
- if this is necessary to comply with applicable laws, regulations or mandatory official orders or to avoid a violation of such,
- if the passenger refuses to provide personal details at the request of DRF Luftrettung, including those required by law or official orders,
- if there are indications that the passenger has a contagious disease or illness that poses a risk to the health or safety of others,
- if the passenger refuses a health check in accordance with section 17,
- if the passenger does not cooperate in health protection measures in accordance with section 17,
- if there is reasonable doubt that the passenger's state of health permits safe participation in the flight without the need for special medical care, unless the passenger presents a proper medical certificate confirming that such participation is safe,
- if the carriage of the passenger would jeopardize the safety or order on board the aircraft, in particular if facts justify the assumption that the health of other passengers or the flight crew would be endangered; this applies in particular also if the mental or physical condition of the passenger, including impairment due to alcohol or drugs, constitutes a danger or risk to the passenger himself or herself or to other passengers or flight crew or property carried on board or unreasonably impairs the well-being of other passengers or crew,
- if the passenger refuses to submit himself or his baggage to a customs check or a security check in accordance with section 16, or is unable to provide satisfactory answers to security questions during the security check,
- if there is reasonable doubt that the passenger is in possession of a valid passport, required visa or other required travel documents, or if there are other indications that the passenger is attempting to enter a country through which he/she is only allowed to transit or for which he/she does not have valid entry documents, or if he/she destroys such documents during the flight or refuses to surrender such documents to the flight crew for verification upon request, or if the passenger cannot prove that he/she is the person named in the passenger list, or
- if the passenger does not comply with the safety measures taken by the aircraft commander in the exercise of his on-board authority in accordance with section 14.

(2) Carriage may also be refused if DRF Luftrettung has informed the contractual partner prior to the conclusion of the contract that this passenger will no longer be carried by DRF Luftrettung from the date of notification, or if the passenger's behavior on a previous flight gave rise to the right to refuse carriage and DRF Luftrettung cannot reasonably be expected to carry the passenger.

(3) If transportation is refused for one or more of the above-mentioned reasons, DRF Luftrettung's claim for consideration against the contractual partner shall remain in full force and effect; the contractual partner shall have no right to refuse payment, not even a pro rata right; there shall be no claim for transportation.

(4) The DRF Luftrettung shall not be liable for damages due to a justified refusal to carry a passenger who is not a patient for one or more of the above-mentioned reasons.

## **22. Impossibility of carrying out the flight**

(1) If the execution of the flight becomes impossible due to

- a revocation or other cancellation or non-timely issuance of necessary official permits (e.g. entry permits/visas for the crew of the aircraft, overflight permit, entry permit, landing permit or similar) or mandatory confirmations from other authorities (e.g. Eurocontrol or similar organizations, slot allocation by airports or other responsible legal entities),
- conflicting legal provisions or official orders (e.g. overflight ban, entry ban or similar) or unavoidable orders from other bodies (e.g. Eurocontrol or similar organizations, slot allocation by airports or other responsible legal entities),
- force majeure, such as storms, volcanic ash, an epidemic or pandemic (spread of infectious diseases) or similar unavoidable health hazards or other natural disasters, or war or warlike conditions, terrorist attacks or special terrorist threats, or similar situations that cannot be controlled by either DRF Luftrettung or the contractual partner,
- Strikes or lockouts,

then DRF Luftrettung's obligation to carry out the flight and to provide related services shall cease.

(2) If DRF Luftrettung's obligation to perform ceases to apply due to impossibility, the contractual partner's obligation to pay the price agreed in the contract of carriage or other consideration shall also cease to apply.

(3) If the impossibility occurs during the flight, DRF Luftrettung is obliged, at the discretion of the contracting party, to

- continue the flight to the nearest airfield where landing is possible and permitted, or
- to return to the aerodrome of departure or, if this is not possible or not permitted, to fly to the nearest aerodrome;

in this case, the contractual partner shall be obliged to pay the pro rata price agreed in the contract of carriage in relation to the duration of the flight actually operated and the additional costs incurred in accordance with section 4, as well as compensation for additional costs incurred as a result of the operation of the flight at the discretion of the contractual partner (e.g. higher fuel costs, landing fees, etc.).

(4) Claims for damages due to the impossibility of carrying out the flight are excluded, unless the circumstances resulting in the impossibility are based on a grossly negligent or intentional breach of duty by the claimant.

## **23. Termination due to considerable aggravation or danger**

(1) If the flight is delayed due to

- a revocation or other cancellation or non-timely issuance of necessary official permits (e.g. entry permits/visas for the crew of the aircraft, overflight permit, entry permit, landing permit or similar) or mandatory confirmations from other authorities (e.g. Eurocontrol or similar organizations, slot allocation by airports or other responsible legal entities),
- conflicting legal provisions or official orders (e.g. overflight ban, entry ban or similar) or unavoidable orders from other bodies (e.g. Eurocontrol or similar organizations, slot allocation by airports or other responsible legal entities),
- force majeure, such as storms, volcanic ash, an epidemic or pandemic (spread of infectious diseases) or similar unavoidable health hazards or other natural disasters, or

war or warlike conditions, terrorist attacks or special terrorist threats, or similar situations that cannot be controlled by either DRF Luftrettung or the contractual partner,

- Strikes or lockouts

unforeseeably made considerably more difficult or if, due to the aforementioned circumstances, a flight can only be carried out at the risk of life or limb of the crew or passengers on board the aircraft or at the risk of the aircraft, either of the contractual partners may terminate the contract of carriage (termination due to considerable difficulty or danger). The termination must be in text form (e.g. letter, e-mail, fax or text message) to be effective; during the flight, the termination may also be declared verbally by the commander or to the commander if the contractual partner is on board the aircraft.

(2) If the termination is declared before departure due to considerable difficulty or danger, the contractual partner is only obliged to pay the pro rata price agreed in the contract of carriage for services already provided up to the time of termination and any additional costs already incurred up to that time in accordance with section 4.

(3) If the termination is declared due to considerable difficulty or danger during the flight, DRF Luftrettung is obliged, at the discretion of the contractual partner, to

- continue the flight to the nearest airfield where landing is possible and permitted, or
- to return to the aerodrome of departure or, if this is not possible or not permitted, to fly to the nearest aerodrome;

the contractual partner is obliged to pay the pro rata price agreed in the contract of carriage in relation to the duration of the flight actually operated and the additional costs incurred in accordance with section 4, as well as to compensate for additional costs incurred as a result of the flight operation at the discretion of the contractual partner (e.g. higher fuel costs, landing fees, etc.).

(4) Claims for damages due to termination due to considerable difficulty or danger are excluded, unless the circumstances resulting in the considerable difficulty or danger are based on a grossly negligent or intentional breach of duty by the other party.

## **24. DRF Luftrettung's liability for damages due to the death, physical injury or damage to the health of a passenger caused by an accident, due to the delayed transportation of a passenger or due to the destruction, damage, loss or delayed transportation of their baggage**

(1) The liability of DRF Luftrettung for damages due to death, bodily injury or damage to the health of a passenger caused by an accident, due to the delayed transportation of a passenger or due to the destruction, damage, loss or delayed transportation of his baggage (checked baggage) or cargo during air transportation is subject to the mandatory provisions

- of the Montreal Convention and Regulation (EC) No. 2027/1997 in their respective applicable versions or,
- where applicable instead, the Warsaw Convention as amended from time to time, or
- to the extent applicable instead or in addition, the applicable national law.

(2) DRF Luftrettung does not waive any exclusions or limitations of liability, limitation periods or statutes of limitation applicable in its favor

- of the Montreal Convention and Regulation (EC) No. 2027/1997 in their respective applicable versions or,
- where applicable instead, the Warsaw Convention as amended from time to time, or
- to the extent applicable instead or in addition, the applicable national law.

None of the provisions of these General Terms and Conditions of Business and Carriage contains or is intended to contain a waiver of such exclusions or limitations of liability.



- (3) If the injured party was at fault in the occurrence of the damage, the provisions of the applicable law shall apply with regard to the exclusion or reduction of the obligation to pay compensation in the event of contributory negligence on the part of the injured party.
- (4) The liability of DRF Luftrettung shall in no case exceed the amount of the proven damage.
- (5) DRF Luftrettung shall only be liable to pay compensation for indirect or consequential damages if these were caused by gross negligence or intent on the part of DRF Luftrettung, or, if the indirect or consequential damages are caused by the breach of cardinal obligations (cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), insofar as these were caused by DRF Luftrettung negligently, grossly negligently or intentionally.
- (6) DRF Luftrettung is not liable for damages resulting from the fulfillment of government regulations by DRF Luftrettung or from the fact that the customer or a passenger does not fulfill the obligations arising therefrom.
- (7) The exclusion and limitation of the liability of DRF Luftrettung shall also apply mutatis mutandis in favor of its employees, servants, representatives and any person whose aircraft is used by DRF Luftrettung, including its employees, servants and representatives. The total amount to be paid by DRF Luftrettung and the named persons shall in no case exceed the applicable maximum liability limits.

## **25. DRF Luftrettung's liability for other damages**

- (1) The liability of DRF Luftrettung for damages due to death, bodily injury or damage to the health of a passenger caused by an accident, due to the delayed transportation of a passenger or due to the destruction, damage, loss or delayed transportation of the passenger's baggage during air transportation owed under a contract shall be governed by the provisions of section 24 above. The liability of DRF Luftrettung for other damages shall be governed by the provisions of this section 25.
- (2) The DRF Luftrettung shall only be liable for damages,
- insofar as these were caused by gross negligence or intent on the part of DRF Luftrettung, or,
  - in the event of injury to life, body or health or if the damage is caused by the breach of cardinal obligations (cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), insofar as these were caused by DRF Luftrettung negligently, grossly negligently or intentionally.
- (3) If the injured party was at fault in the occurrence of the damage, the provisions of the applicable law shall apply with regard to the exclusion or reduction of the obligation to pay compensation in the event of contributory negligence on the part of the injured party.
- (4) The liability of DRF Luftrettung shall in no case exceed the amount of the proven damage.
- (5) DRF Luftrettung is not liable for damages resulting from the fulfillment of government regulations by DRF Luftrettung or from the fact that the customer or a passenger does not fulfill the obligations arising therefrom.
- (6) The exclusion and limitation of the liability of DRF Luftrettung shall also apply mutatis mutandis in favor of its employees, servants, representatives and any person whose aircraft is used by DRF Luftrettung, including its employees, servants and representatives. The total amount to be paid by DRF Luftrettung and the named persons shall in no case exceed the applicable maximum liability limits.

(7) The provisions of this section 25 shall apply to all claims for damages, irrespective of the legal grounds, in particular due to defects, breach of duties arising from the contractual obligation or tort, unless section 24 above applies instead.

## **26. Final provisions**

(1) Subject to any mandatory provisions to the contrary, the contractual partner and DRF Luftrettung agree that German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) If the contractual partner is a merchant or a legal entity under public law, the exclusive place of jurisdiction for all legal disputes shall be Stuttgart, Federal Republic of Germany, although DRF Luftrettung shall also be entitled to bring an action at the registered office of the contractual partner. This shall not affect the places of jurisdiction arising under other mandatory provisions, in particular under the Montreal Convention.

(3) Amendments or supplements to the contract of carriage between DRF Luftrettung and the Contractual Partner or to these General Terms and Conditions of Business and Carriage must be made in text form to be effective, including this agreement on the requirement of text form.

(3) Should individual provisions of these General Terms and Conditions of Business and Carriage 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 come as close as possible.

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Rechtsform: gGmbH  
Amtsgericht Stuttgart: HRB 800978

HypoVereinsbank  
IBAN DE 61 6002 0290 0322 6205 86  
BIC HYVEDEMM473

Geschäftsführer:  
Dr. Krystian Pracz (Vorsitzender),  
Dr. Jörg Braun, Jérôme Gehri,  
Ernst Peleikis

Volksbank Stuttgart eG  
IBAN DE 46 6009 0100 0500 9900 00  
BIC VOBADDE33

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADEFFXXX

T +49 711 7007-0  
F +49 711 7007-2349  
[www.drf-luftrettung.de](http://www.drf-luftrettung.de)

Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
BIC SOLADES1WBN



## ANNEX

Notwithstanding the applicable safety regulations, the following items may not be taken into safety areas or on board an aircraft unless DRF Luftrettung has been notified in good time of the carriage of one of these items and DRF Luftrettung has received appropriate authorization from the competent authority to carry the item in question on board the aircraft:

(a) Guns, firearms and other devices designed to discharge projectiles which are or appear capable of causing serious injury by discharging a projectile, including:

- Firearms of all kinds, such as pistols, revolvers, rifles, shotguns,
- Toy weapons, replicas and imitations of firearms that can be mistaken for real weapons,
- Parts of firearms, excluding telescopic sights,
- Air and CO2 weapons, such as air guns, spring guns and
- Pellet pistols and rifles or so-called "ball bearing guns",
- Signal pistols and starting pistols,
- Bows, crossbows and arrows,
- Launchers for harpoons and spears,
- Slingshots and catapults;

(b) Stunning equipment specifically designed to produce stunning or immobility, including:

- Objects for shock stunning, such as
- Stun guns, tasers and stun batons,
- Apparatus for stunning and killing livestock,
- Chemicals, gases and sprays that incapacitate and reduce the ability to act, such as irritant gas, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;

(c) Pointed or sharp objects that can cause serious injury, including:

- Chopping tools such as axes, hatchets and cleavers,
- Ice axes and ice picks,
- Razor blades,
- Carpet knives,
- Knives with a blade length over 6 cm,
- Scissors with a blade length of more than 6 cm measured from the hinge,
- Martial arts equipment with a point or sharp edge,
- Swords and sabres;

(d) Tools that may cause serious injury or jeopardize the safety of the aircraft, including:

- Crowbars,
- Drills and drill bits, including portable cordless drills,
- Tools with a blade or shaft longer than 6 cm that can be used as a weapon, such as screwdrivers and chisels,
- Saws, including portable cordless saws,
- Blowtorches, stud guns and pneumatic nailers;

(e) Blunt objects which, when used as an impact weapon, can cause serious injury, including:

- Baseball and softball bats,
- Truncheons and batons, like manslaughterers,
- Martial arts equipment;

(f) Explosives and incendiary substances and devices which are or appear capable of causing serious injury or endangering the safety of the aircraft, including:

- Ammunition,
- Detonators,
- Detonators and fuses,
- Replicas or imitations of explosive devices,
- Mines, grenades or other military explosive devices,
- Fireworks and other pyrotechnic articles,
- Smoke canisters and smoke cartridges,
- Dynamite, gunpowder and plastic explosives.

g) Infectious substances and infected live animals.

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HypoVereinsbank  
IBAN DE 61 6002 0290 0322 6205 86  
BIC HYVEDEMM473

Geschäftsführer:  
Dr. Krystian Pracz (Vorsitzender),  
Dr. Jörg Braun, Jérôme Gehri,  
Ernst Peleikis

Volksbank Stuttgart eG  
IBAN DE 46 6009 0100 0500 9900 00  
BIC VOBAD333

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADE33XXX

T +49 711 7007-0  
F +49 711 7007-2349  
[www.drf-luftrettung.de](http://www.drf-luftrettung.de)



Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
BIC SOLADE331WBN



## Information according to Regulation (EC) No. 2027/1997

This information is provided as mandatory information under Article 6 of Regulation (EC) No 2027/1997 and cannot be used as a basis for a claim for damages or for the interpretation of Regulation (EC) No 2027/1997 or the Montreal Convention.

### Liability of air carriers for passengers and their baggage

This notice summarizes the liability rules to be applied by Community air carriers under Community legislation and the Montreal Convention.

### Compensation for death or personal injury

There is no maximum amount of liability for the death or personal injury of passengers. For damages up to an amount of 128,821 Special Drawing Rights (SDR) (approx. EUR 153,053), the air carrier cannot raise any objections to claims for damages. The air carrier may avert claims exceeding this amount by proving that it has not acted negligently or otherwise culpably.

### 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 in order to cover immediate economic needs. In the event of death, this advance payment amounts to no less than 16,000 SDRs (approx. EUR 17,600).

### Delays in the transportation of passengers

The air carrier is liable for damage caused by delays in the transportation of passengers unless it has taken all reasonable measures to avoid the damage or it was impossible to take such measures. Liability for damage caused by delay in the transportation of passengers is limited to 5,346 SDRs (approx. EUR 6,352).

### Delays in the transportation of baggage

The air carrier is liable for damage caused by delays in the carriage of baggage unless it has taken all reasonable measures to avoid the damage or it was impossible to take such measures. Liability for damage caused by delay in the transportation of baggage is limited to 1,288 SDRs (approx. EUR 1,530).

### Destruction, loss or damage to baggage

The air carrier is liable for the destruction, loss or damage of baggage up to an amount of 1,288 SDRs (approx. EUR 1,530). In the case of checked baggage, liability exists regardless of fault, unless the baggage was already damaged beforehand. In the case of unchecked baggage, the air carrier is only liable for culpable conduct.

### Higher liability limit for baggage

A higher liability limit applies if the passenger makes a special declaration at the latest at check-in and pays a surcharge.

### Complaints about baggage

In the event of damage, delay, loss or destruction of baggage, the passenger must notify the air carrier in writing as soon as possible. In the event of damage to checked baggage, the passenger must report this in writing within seven days, and in the case of delayed baggage within 21 days, of the baggage being made available to him.

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HypoVereinsbank  
IBAN DE 61 6002 0290 0322 6205 86  
BIC HYVEDEMM473

Geschäftsführer:  
Dr. Krystian Pracz (Vorsitzender),  
Dr. Jörg Braun, Jérôme Gehri,  
Ernst Peleikis

Volksbank Stuttgart eG  
IBAN DE 46 6009 0100 0500 9900 00  
BIC VOBAD333

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADE33XXX

T +49 711 7007-0  
F +49 711 7007-2349  
www.drf-luftrettung.de

Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
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Liability of the contracting and operating air carrier

If the operating air carrier is not the same as the contracting air carrier, the passenger may address his complaint or claims for damages to either of the two carriers. If the name or code of an air carrier is indicated on the ticket, this is the carrier concluding the contract.

Time limits for legal action

Legal actions for damages must be brought within two years from the date of arrival of the aircraft or the date on which the aircraft should have arrived.

Basis of this information

These provisions are based on the Montreal Convention of May 28, 1999, which was implemented in the European Union by Regulation (EC) No. 2027/1997, as amended by Regulation (EC) No. 889/2002, and by national legislation of the Member States.

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BIC HYVEDEMM473

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Körperschaften  
Steuer-Nr. 99124/02153

Commerzbank Stuttgart  
IBAN DE 87 6004 0071 0666 6200 00  
BIC COBADE33XXX

T +49 711 7007-0  
F +49 711 7007-2349  
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Kreissparkasse Waiblingen  
IBAN DE 19 6025 0010 0007 0909 03  
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