



Effective: 01FEB2021 – REV01

**Terms and Conditions for Services**  
**provided by**  
**ProJet 24 GmbH**

These Standard Terms and Conditions apply to all services of ProJet24 GmbH (“**PJ24**”) provided to a Customer.

**1. Scope of these Standard Terms and Conditions**

- 1.1 These Standard Terms and Conditions shall exclusively apply to all flight dispatch contracts with Customers, unless otherwise is agreed in writing.
- 1.2 The Customer’s standard terms and conditions shall not become part of a flight dispatch agreement, even if PJ24 has not expressly rejected their applicability.

**2. Flight dispatch contracts**

- 2.1 The scope of any services requested by the Customer shall be defined either in the signed flight dispatch contract or in the offer submitted by PJ24 to the Customer (“**Services**”).
- 2.2 All Services provided to the Customer are advisory only, and Customer remains primarily and finally responsible to verify the accuracy thereof before use.

**3. Third party provider**

- 3.1 PJ24 may perform the Services requested by the Customer either directly or by or through its agents (“**Third party provider**”).
- 3.2 Third party provider performing Services arranged by PJ24 for the Customer are not authorized to act for PJ24.
- 3.3 PJ24 makes no representations or warranties, express or implied, whatsoever as to the competence or standard of services, available from Third party provider, arranged by PJ24 at the request of the Customer.
- 3.4 Unless expressly agreed otherwise, the services of a Third-party provider shall be invoiced directly to the Customer. If, by way of exception, the invoicing should go via PJ24, the Customer shall immediately reimburse the payment amount by paying a handling fee in accordance with Clause 9.6.
- 3.5 PJ24 is in no case responsible or liable for the services provided by the Third-party provider.

**4. Delay of Services**

- 4.1 PJ24 shall not be responsible for any failure to fulfill any Service undertaken by PJ24 at the request of the Customer if fulfillment has been delayed, hindered, interfered with or prevented by any circumstances whatsoever which are not within the reasonable control of PJ24, or by compliance with any order or request of any national, port, transportation, local or other authority or of anybody or person purporting to act for such authority. PJ24 shall not be liable for any delays, stoppages, changes or

**ProJet 24 GmbH**

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Volksbank Wien AG  
IBAN AT39 4300 0436 8421 7003  
BIC VBOEATWW

Company Registration No. (Firmenbuchnummer): FN 504436v | Landesgericht Korneuburg | VAT No. (UID): ATU74042369



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other nonperformance of any Services to the extent that events leading to delays, stoppages, changes or other nonperformance are due to matters beyond the reasonable direct control of PJ24.

## **5. Warranty**

- 5.1 Any error in a Service provided to the Customer will be corrected by PJ24 as soon as possible.
- 5.2 PJ24 AND THE THIRD PARTY PROVIDERS SHALL HAVE NO RESPONSIBILITY FOR AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY EXPRESSED OR IMPLIED WITH RESPECT TO THE SERVICES PROVIDED TO THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. Liability**

- 6.1 PJ24's liability for damages in case of slight negligence of PJ24, its statutory representatives, employees and Third party providers shall be excluded.
- 6.2 To the extent PJ24, its statutory representatives, employees and Third party providers are liable in accordance with Article 6.1, the liability shall be further limited as follows:

There is no liability for non-foreseeable damages which are not typical for the agreed services and for consequential damages and for loss of profits.

The amount of liability of PJ24 is limited to 50 % of the annual consideration that PJ24 received from the Customer in the previous year. If no consideration was paid in the last year, the expected consideration under the flight dispatch contract shall be relevant.
- 6.3 Security against interception or misuse of information transmitted over the Internet cannot be assured. Customer hereby assumes the security risk and acknowledges that PJ24 is not responsible for the interception or use by third parties of any confidential information so transmitted. The Customer expressly agrees that any communication can be made electronically, including e-mail and the internet in an unencrypted way.

## **7. Insurance of the Customer**

- 7.1 Customer shall maintain in force, policies of insurance providing insurance coverage with respect to Customer's flight operations, including, without limitation, aircraft hull and liability insurance covering bodily injury to passengers and other persons and other property damage. Customer agrees that PJ24 shall be named as additional insured and insurer has waived any right of subrogation.

## **8. Force Majeure**

- 8.1 Neither party shall be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including, but not limited to, acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labour unrest, interruptions in the delivery of required Services, failure of communication services, or shortages or failures of other critical materials or services.

## **9. Prices and Payments**

- 9.1 As long as there is nothing agreed otherwise, PJ24 shall issue an invoice on a monthly basis and Customer shall pay within fourteen days from receipt of PJ24's invoice per email.

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- 9.2 All prices are quoted as net prices. Any tax (including, but not limited to, value added tax), duty, fee or other public charges whatsoever imposed on the invoiced prices shall be borne by the Customer or shall be refunded by the Customer to PJ24.
- 9.3 The agreed prices are indexed on the basis of the CPI 2020 = 100% (or a subsequent index) as published by Statistik Austrian ([www.statistik.at](http://www.statistik.at)). The agreed prices shall be reviewed and adjusted by PJ24 with respect to the increase of the VPI, provided that the published VPI increased by more than 3 % since the date when the prices were agreed.
- 9.4 Customer agrees that any dispute with regard to a payment obligation and any claim for reimbursement shall be made within one month after receipt of the invoice. After this period has lapsed, Customer shall not be entitled to assert any such claims.
- 9.5 The Customer shall not be entitled to set off any claims against PJ24's claims, unless such claims are determined by the final decision of a court or are undisputed. The Customer may only exercise a right of retention if its counterclaim has been determined by the final decision of a court or is undisputed.
- 9.6 In case that PJ24 makes payments to third parties on behalf of the Customer in advance (e.g. fees to aviation authorities) which will be compensated by the Customer later, PJ24 is entitled to invoice a handling fee of 10 % of the invoice amount for each invoice.
- 9.7 If the Customer fails to pay any amount properly due and payable by it, PJ24 shall have the right to charge interest on the overdue amount at the rate of nine (9) per cent per annum. PJ24 may suspend its Services, if the Customer is in delay with payment of more than 7 days. In such a case, payments have to be made by the Customer despite the suspension.

## 10. Data Protection

- 10.1 PJ24 agrees that it will process any personal data provided by the Customer ("**Personal data**") in accordance with all applicable laws. If requested by the Customer, PJ24 will conclude a separate agreement regarding the processing of Personal data with the Customer.
- 10.2 Any Personal data will be used by PJ24 for the sole purpose of providing the services for the Customer.
- 10.3 PJ24 may disclose Personal data to third parties only for the purposes for providing the services or where PJ24 is under a duty to disclose or share Personal data in order to comply with any legal obligation.

## 11. Governing Law and Jurisdiction

These Terms and Conditions and any legal relationship between the Parties that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of Austria excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

The courts of the 1st district in Vienna, Austria shall have jurisdiction. In case of any claims asserted against PJ24 this jurisdiction shall be exclusive.

## 12. Amendments

Any amendments to these Standard Terms and Conditions including this clause and the Customer Agreement need to be agreed upon between PJ24 and the Customer in writing.

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