

# **General Terms and Conditions of Business**

**of AMN Medical Services GmbH**

**for the movement of patients by fixed wing  
aircraft and helicopters**

## **I.**

1. Subject to obtaining the grant of the necessary flight-path approvals as well as permission for take-offs and landings and any other official approvals, the contract comes into being on the confirmation of the booking by AMN or its authorised representative.

The content of the Agreement depends on the confirmation and these General Terms and Conditions of Business.

If it should happen that the flight cannot take place due to the subsequent failure to receive approvals and if this is due to the client, the provisions on cancellation charges (Clause V, below) apply with regard to remuneration.

2. If these General Terms and Conditions of Business conflict with the law applicable to the specific case in question, the latter prevails. If a provision of these General Terms and Conditions of Business should be invalid under the applicable law at the time, the other provisions remain unaffected thereby and continue in effect.
3. Only AMN itself and not third parties (agents, representatives or employees) can amend, add to or waive the application of these General Terms and Conditions of Business or other contractual agreements in whole or in part.

## **II.**

The agreed price applies only for the route and stopovers specified at the time of booking and for the ground transfer from the pick-up point to the destination (bed to bed transfer).

Additional costs, for example customs fees, late opening charges, de-icing costs etc. will be invoiced in addition. This also applies to additional costs which arise as a result of force majeure (severe weather, war), for example changes to flying times, routes or stopovers and also if new taxes, fees or levies are introduced or if existing taxes, fees and levies are increased after the conclusion of this contract.

### III.

#### Payment

1. The agreed fee is due for payment immediately after conclusion of the contract.
2. Payment must be remitted to the AMN account indicated in the contract.  
If payment is not made within the period allowed, AMN is entitled to withdraw from the contract or refuse performance of the contract.  
Entitlement to the agreed remuneration remains unaffected thereby. However, savings on expenditure must be repaid. AMN's entitlements to remuneration are at least in the amount of the cancellation charges set out below in Clause V.
3. If the number of passengers is reduced below the number in the original contract, the agreed flat rate remuneration is not reduced thereby.
4. The fee is payable in Euros.  
The client must pay the charges for remittances made from outside Germany.

### IV.

#### Check-in, boarding; luggage

1. Passengers must be at the airport and gate in good time so that the planned take-off time can be maintained.
2. Passengers are obliged to present the documents (passport, visa, etc.) required in the relevant countries (country of departure, stopovers, destination airports).
3. Passengers are not permitted to take weapons, explosives, poisons, radio-active material, etc. with them.  
The regulations of the countries affected by the flightpath also apply.
4. Electric wheelchairs with non-sealed batteries or batteries which can leak will not be carried.
5. Passengers must allow their luggage to be inspected by customs or government officials. AMN is not liable for loss or damage which arises during or as a result of these inspections or which is caused by passengers' refusals to permit such inspections.

## V.

### Cancellation charges

If the flight is cancelled by the contractual partner the latter must pay the following cancellation charges in so far as no agreement to the contrary was concluded on a case by case basis:

- Cancellation up to 108 hours (= 4 ½ days) prior to the planned take-off:  
6 % of the agreed fee but not less than € 6,000.00
- Cancellation 108 to 60 hours (4 ½ to 2 ½ days) prior to the planned take-off:  
25 % of the agreed fee but not less than € 12,000.00
- Cancellation 60 to 36 hours (2 ½ to 1 ½ days) prior to the planned take-off:  
45 % of the agreed fee but not less than € 15,000.00
- Cancellation less than 36 hours (1 ½ days) prior to the planned take-off:  
70 % of the agreed fee but not less than € 20,000.00.
- If a flight has been cancelled after AMN has commenced its services, the contractual partner will have to reimburse to AMN the actual cost of such cancelled flight incurred by AMN, including but not limited to aircraft operations costs, personnel costs, airport fees, airport landing and departure fees.

Flights may be cancelled during normal office hours in Germany (Monday to Friday: 8.00 am to 6.00 pm). Later cancellations (only in writing or sent by email) are considered to have arrived on the morning of the following business day (Monday to Friday). The prevailing Central European Time (CET) is definitive.

## VI.

### Liability

1. AMN is not liable if it is not possible to undertake the flight for reasons of force majeure (e.g. war, strike, severe weather).
2. Liability for the carriage of persons and luggage is in accordance with the Warsaw Convention alternatively the Montreal Convention.  
Liability in whole or in part does not apply if AMN demonstrates that the claimant or a third party attached to the claimant has partially or totally caused the loss or damage by unlawful acts or failure to act.
3. In no case is AMN liable for more than the loss or damage which is substantiated.
4. AMN is not liable for indirect loss or damage or for consequential loss or damage.

5. These provisions do not constitute a waiver of liability exclusions or liability restrictions derived from one of the aviation conventions applicable at the time or the mandatory national law which must be applied in the specific case.

## VII.

### Medical supervision of passengers Denial of boarding

1. No contract for medical treatment comes into being between AMN and/or the accompanying doctors and the passengers, particularly the sick passengers. AMN has no duty to provide treatment but only to take care of the physical well-being of the sick passengers and to take appropriate medical measures in an emergency. The plane's equipment allows this to be done for foreseeable types of complications.
2. The doctor accompanying the flight has the right to refuse to allow the patient to be conveyed if, in his opinion, the patient is not in a fit state to be moved. In this case AMN remains entitled to the entire fee and must only reimburse the savings on expenditure.
3. In so far as the application of German law is not mandatory, in the event of prejudice to the health of the sick passenger, AMN and/or the accompanying doctors are only liable in the case of intent and gross negligence unless fundamental medical obligations were infringed in the monitoring of the patient and during any necessary emergency measures.

## VIII.

### Agreement on the place of jurisdiction

1. **International:** the place of jurisdiction for disputes arising from this Agreement is Germany and, within Germany, the court with local jurisdiction for the registered office of AMN Medical Services GmbH.
2. **National:** if both contractual parties are merchants (*Kaufleute*) or legal entities established under public law, the place of jurisdiction for all disputes arising from this Agreement is the court with local jurisdiction for the registered office of AMN Medical Services GmbH.