



STANDARD TERMS AND CONDITIONS (19.05.2017)

1. Scope of Standard Terms and Conditions

The WINDOBONA website is operated by WINDOBONA Berlin GmbH, Landsberger Allee 268, 10367 Berlin. These Standard Terms and Conditions shall apply to the presentation of services, reservations, purchases and other use of the website as well as the products and services described on the website.

2. Scope of Services

WINDOBONA Berlin GmbH operates this website for the sale of flight time at the indoor skydiving facility in Berlin, Landsberger Allee 268 ("tunnel time") and vouchers for tunnel time. Our customers can make direct, binding reservations for tunnel time for a specific time or a precisely defined period ("ticket") via the WINDOBONA website. Customers can also purchase vouchers for tickets ("vouchers") including certain extra services (e.g. a Video on a USB-stick of their skydiving experience) via the WINDOBONA website. When you purchase a ticket or a voucher, you will have the possibility of checking all your data (e.g. name, address, mode of payment and articles ordered) and changing them if necessary before making your order. If, after checking all the relevant data and accepting our Standard Terms and Conditions, you press the "Submit order" button, you have already made a binding offer to WINDOBONA Berlin GmbH. This offer will be accepted (and a contract concluded) when we send the goods which were ordered (reservation confirmation for your ticket or voucher) to you. If you would like a printed copy of your order data, you may print the order confirmation that will appear on your screen after you have submitted your order. You will also receive all the relevant data of your order by email. You can then print the email.

3. Redemption of vouchers

When full payment has been made (see section 6 below), vouchers entitle you or the person designated by you to reserve tunnel time for one person irrespective of the current price of a ticket. For two or more persons, it is necessary to purchase and redeem at least one voucher per person. Vouchers remain valid for 3 years from date of issue. During this period, WINDOBONA Berlin GmbH will bear the risk of price increases for tunnel time. When this period has elapsed, it is no longer possible to redeem a voucher for reasons connected with our price calculation and capacity planning. The date of issue of your voucher is printed on your voucher. Vouchers are transferable and may be redeemed by any person who meets the conditions for our skydiving experience (for further information on the conditions, please refer to the menu item "I want to fly" on the "Can I fly" page of the WINDOBONA website). Within their period of validity, vouchers for a specific tunnel experience may be exchanged for other vouchers upon payment of an administration charge of €15.00. The administration charge cannot be paid using a voucher. The new voucher issued will have a period of validity of three years. If a voucher is exchanged for a voucher with a higher price, the customer must pay the price difference. If the new voucher is less expensive than the original voucher, the price difference will remain as a credit on the original voucher. Vouchers won in competitions and promotion vouchers cannot be exchanged or set off against existing orders/reservations or combined with other WINDOBONA promotion campaigns or discounts. In such cases, vouchers are also subject to the conditions printed on the voucher and/or the competition documents and the conditions of the relevant competition. After entering the data of your voucher on the WINDOBONA website, you will be able to inspect the services concerned, the conditions for participation and our Standard Terms and Conditions, to accept these conditions and submit a binding reservation enquiry to us. Upon the confirmation of a reservation enquiry by WINDOBONA Berlin GmbH, a contract shall be deemed to be



concluded between the holder of the voucher and WINDOBONA VBerlin GmbH. The WINDOBONA Berlin GmbH reservation software will send an automated reservation confirmation to the customer by email. In some cases, the reservation confirmation will be sent immediately following the reservation enquiry. If a confirmed reservation is not used or the arrival for the reserved time is too late without a prior notice, the voucher loses the validity.

4. Prices/packaging and shipment

The prices at which tickets and vouchers are offered are binding. All prices quoted are gross prices, plus packaging and shipping charges if applicable. Normally, tickets and vouchers are dispatched by email free of charge.

5. Payment and Delivery - Set-off and Retainer

Various modes of payment may be available for goods and services ordered, including direct debit, invoice or credit card. WINDOBONA Berlin GmbH reserves the right to exclude certain ways of payment in individual cases. The modes of payment which are available are indicated on the WINDOBONA Website. Goods will be delivered to the person and address designated by the customer. Depending on the type of shipment, mode of payment and destination selected by the customer, goods will be delivered either immediately or within one week. In the event of strikes and force majeure, delivery periods will be extended by the resulting delay. This also applies if the customer fails to perform any of its obligations. In the event of loss, suspected loss or theft of vouchers, please contact the Skydiver Customer Service Department immediately.

WINDOBONA Berlin GmbH Customer Service Department/Abteilung Kundenservice

Landsberger Allee 268, 10367 Berlin

Email: office@windobona.berlin

Immediate notification is necessary to ensure that the access codes on the voucher are blocked. WINDOBONA Berlin GmbH will assume no liability whatsoever for the unlawful redemption of any voucher which has not been reported as lost or stolen. The availability of the Skydiver Customer Service Department, ordering, delivery dates and courier service fees for orders placed before public holidays (especially Christmas) may vary. Further information on these conditions is available from the Customer Service Department.

The customer shall not be entitled to set off any amount from amounts due to except where such counterclaims are recognized, or not disputed by WINDOBONA Berlin GmbH. Alternatively, an enforceable judgement has been rendered in respect of such counterclaims. The customer is also not entitled to exercise any right of retainer except in respect of claims about the same contractual relationship.

6. Retention of Title/Rescission in the Event of Non-Payment/Delay in Payments

The goods (ticket voucher) shall remain the property of WINDOBONA Berlin GmbH until full payment is received by WINDOBONA Berlin GmbH. Payment shall be made no later than 7 days after the issue of the invoice (invoice date). Following the expiry of this payment period, WINDOBONA Berlin GmbH shall be entitled to rescind the contract and to cancel the voucher. Nothing contained herein shall affect the statutory rights of WINDOBONA Berlin GmbH in the event of non-payment by the customer.



7. Cancellation rights

The customer may cancel the contract for the purchase of vouchers or the reservation of a flight within 7 days without stating any reasons in text form (e.g. by letter, fax or email), or if the cancellation period has expired when the goods are delivered, by returning the goods. The period for cancellation starts when the customer receives the information in text form or when he/she receives the goods. The customer is required to submit cancellation in the specified cancellation period once the goods are received in person/received in written form. Cancellations and returned goods should be addressed to:

WINDOBONA Berlin GmbH Customer Service Department/Abteilung Kundenservice

Landsberger Allee 268, 10367 Berlin

Email: office@windobona.berlin

Consequences of Cancellation- In the event of a valid cancellation, the customer shall return to WINDOBONA Berlin GmbH promptly with the goods and services received and any benefits enjoyed because of such goods or services. If it is not possible for the customer to return the goods received to WINDOBONA Berlin GmbH in full or in part, or the customer is only able to return goods in a condition that has deteriorated (damaged). The customer shall pay to WINDOBONA Berlin GmbH a compensation for such non- returned goods or deterioration.

Return goods that are liable to be returned using parcel services will be at the risk of WINDOBONA Berlin GmbH. The customer must cover the cost of returning goods when the goods are in accordance with the customer's order and the value of the goods to be returned does not exceed €40.00. In addition, if the value of the goods is higher and the customer has not paid the price or part of the price of the goods at the time when the customer cancels the contract WINDOBONA Berlin GmbH will not cover the shipping cost. Otherwise, goods can be returned at the expense of WINDOBONA Berlin GmbH, in which case the parcel should be marked "postage to be paid by addressee". Obligations to refund payments shall be met within 30 days starting from the receipt of the customer's cancellation. The customer shall not be entitled to cancel any contract for the purchase of a voucher if the voucher has already been redeemed.

8. Resale

The customer shall not be entitled to resell any WINDOBONA Berlin GmbH Vouchers on a commercial basis, unless otherwise agreed in writing with WINDOBONA Berlin GmbH. WINDOBONA Berlin GmbH hereby reserves all rights, including without limitation the right to claim compensation in the event of any infringement of the provisions of this Section (section 8). For each individual infringement of this Section (section 8), the customer hereby undertakes to pay a penalty of €1000.00 and shall not be able to claim that several infringements constitute one continuous infringement. In any such case, WINDOBONA Berlin GmbH shall be entitled to claim compensation from the customer for loss or damage incurred more than the written penalty.

9. Description of the Experiences



The description of an experience presented on the WINDOBONA Website is correct as of the date when it was posted. The content of experiences may be subject to minor changes. IS WINDOBONA Berlin GmbH will make its best efforts to reflect these changes in the general description of the experience on the WINDOBONA website. A more precise description of experiences may be obtained by calling the IS WINDOBONA berlin GmbH Customer Service Department (see Section 5). Photographs used about descriptions of experiences on the WINDOBONA website are used solely to illustrate the descriptions. Such photographs are not binding and experiences may vary from the looks of these photographs. The durations quoted for the various experiences on the WINDOBONA website are purely as an indication of the time that the customer will spend on sight. Tunnel experiences may be shared with other participants. Customers must therefore expect variable waiting times. The times published on the WINDOBONA website are therefore non-binding and some variation are possible. WINDOBONA Berlin GmbH assumes no guarantee whatsoever concerning the properties or freedom from defects of the data, or map excerpts presented on the WINDOBONA website.

10. Requirements for Participation in an Experience

Only persons who meet certain personal requirements (e.g. age, health, weight – for further information on the conditions, please refer to WINDOBONA website) may take part in tunnel experiences. These conditions are stated in the description of the tunnel experience given on the WINDOBONA website. After a reservation has been made, the customer shall be responsible for ensuring that the customer or the person who is taking part in the experience meets the minimum requirements. If the participant does not meet the minimum requirements, no refunds will be made. All the requirements for participation are stated in the current description on the WINDOBONA website. WINDOBONA Berlin GmbH requests all customers to read these descriptions so that they are aware of what is required. Furthermore, the flight instructor has the right to exclude a customer of the experience, when the customer obviously does not fulfill the requirements.

11. Availability

Participation in a tunnel event depends on the availability of the event. Customers will find the latest dates on the WINDOBONA website or may obtain information by calling the WINDOBONA Berlin GmbH Customer Service Department (see Section 5). WINDOBONA Berlin GmbH recommends customers to book experiences at least 14 days in advance. Reservations will only be deemed complete when the customer has received an electronic reservation confirmation. WINDOBONA Berlin GmbH recommends customers not to make travel and accommodation arrangements until they have received the reservation confirmation. If the customer is unable to take part in an experience that has been reserved, WINDOBONA Berlin GmbH shall not be under any obligation to reimburse travel or accommodation expenses incurred by the customer.

12. Physical Disabilities

WINDOBONA Berlin GmbH welcomes the participation of persons with disabilities in its tunnel experiences. However, WINDOBONA berlin GmbH would like to point out that participation may be difficult or impossible. In such cases, WINDOBONA Berlin GmbH will make its best efforts so it is possible for people with disabilities to take part in tunnel experiences. WINDOBONA Berlin GmbH therefore requests customers to provide information on any disabilities of the person who is to take part in experiences when placing an order. WINDOBONA Berlin GmbH will provide information concerning its facilities for persons with disabilities upon request.

13. Non-availability



If a specific technical facility is unavailable for use on the day the customers experience is booked, WINDOBONA Berlin GmbH reserves the right to provide an appropriate substitute facility or person. If this is not possible, the booking will be rescheduled for an appropriate date and the voucher shall remain valid. If it is not possible to produce a video and/or photo which has been ordered by the customer in advance because of a technical fault in the video/ photo system of WINDOBONA Berlin GmbH, the customer shall not be entitled to a further flight free of charge.

14. Changes in Services

Any changes in the content of individual tunnel experiences or deviations following the purchase of a voucher will only be made if they are necessary and do not have a significant impact on the overall content of the event. There may be slight deviations in the content or procedure of a tunnel experience during the year. In the event of a major change in the content of a tunnel experience, or the voucher has not yet been redeemed, the customer shall be entitled to rescind the contract free of charge or to select a voucher of equal value available on the WINDOBONA website.

15. Liability

The liability of WINDOBONA Berlin GmbH in contract and in tort shall be limited to loss or damage caused by wilful act, or omission or gross negligence. Liability for loss or damage caused by slight negligence claims shall be forfeited, unless made within one year of the date when they arose. Descriptions and illustrations in the brochures, catalogues and other promotion material of Skydiver GesmbH shall not be deemed to constitute any warranty towards the customer.

16. Cancellation by the Customer/Postponement

If a customer cannot use a voucher within its period of validity, then it is not possible for the customer or a person designated by the customer to take part in a reserved flight. The customer or the person designated by the customer shall be responsible for ensuring that the voucher or reservation is used in another way (e.g. by giving it to another suitable person). The customer shall not be entitled to cancel or rescind the contract with WINDOBONA Berlin GmbH following the expiry of the cancellation period except for the reasons provided for by law. Postponements following the redemption of a voucher or the purchase of a ticket may be made solely by agreement with WINDOBONA Berlin GmbH. In any such case, WINDOBONA Berlin GmbH will charge an administration fee to cover the additional cost incurred by WINDOBONA Berlin GmbH considering any savings made and the use of the services concerned for other purposes. In any such case, the customer shall be entitled to prove that the additional cost incurred by WINDOBONA Berlin GmbH was lower. The amount of the administration fee shall be determined based on the flying time reserved and the date when the postponement was received. The administration fee is as follows: First-time flyers, groups and companies: 2 minutes flying time: €15 | 4 minutes flying time: €25 | 6 minutes flying time: €35 | 10 – 20 minutes flying time: €50

Administration fee for all other first-time flyers, groups and company packages: Up to 10 days before the flight date: free of charge | 3 – 10 days before the flight date: 25% of the value of the packages | 1 – 3 days before the flight date: 35% of value | on flight date: 50% of the value.

Administration fee for proflyer times:



Changes in reservations for packages/block times up to 60 minutes flying time: Up to 36 hours before flight appointment: free of charge | within 36 hours of flight appointment: 50% of the value of the flyingtime or new reservation for only 50% of the flight time originally reserved.

Changes in reservations for more than 60 minutes flying time: per one hour of flying time, the notice of cancellation/reschedule should arrive 3 days before flying date to move time free of charge.

For example: a reservation for three hours of flying time needs to be changed, the change must be received at least nine days before the original flight date. Shorter notice than the 3 days or more than 36 hours per hour of flying time booked, the cancellation fee is 30% of price or new reservation for only 70% of the flight time originally reserved. Within 36 hours of flight appointment: 50% of price or new reservation for only 50% of the flight time originally reserved.

We recommend participants to arrive 45 minutes before their reserved flight appointment. If a participant is not checked in 30 minutes before his/her reserved flight appointment, the reservation will be forfeited. We would like to remind customers of the possibility of concluding cancellation and baggage insurance as well as insurance contracts to cover return travel expenses in the event of an accident or illness.

17. Cancellation of Group and Event Packages

The following deadlines and charges apply to the cancellation of reserved group and event packages. Up to 14 days before the event: free of charge | 13 – 7 days before the event: 50% of the price of the event | 6 – 3 days before the event: 75% of the price of the event | 2 – 1 day before the event: 80% of the price of the event | On flight date: 100% of the price of the event

18. Rescission by IS WINDOBONA Berlin GmbH

Until the voucher has been redeemed, WINDOBONA Berlin GmbH shall be entitled to rescind the contract (for the purchase of the voucher) for reasonable cause, including without limitation. In this event WINDOBONA Berlin GmbH cannot reasonably be expected to provide the experience therefore, unreasonable financial loss would be incurred for reasons for which WINDOBONA Berlin GmbH is not responsible in the event of force majeure. In any such case, WINDOBONA Berlin GmbH will promptly refund the price paid by the customer unless the customer exercises its right to reserve an experience of at least equal value with WINDOBONA Berlin GmbH.

19. Form of Declarations

Declarations and notifications given by the customer to WINDOBONA Berlin GmbH or any third party shall be valid only if in text form.

20. Intellectual Property Rights of IS WINDOBONA Berlin GmbH

The customer shall be expected to have recognised that the content of the WINDOBONA website and any software used about the WINDOBONA website („WINDOBONA Software“) is covered by intellectual property rights and contains confidential information protected by statutory provisions. Without limitation provisions for the protection of intellectual property rights. The customer shall also be expected to have recognised that the content in the advertising of IS WINDOBONA Berlin GmbH and its partners or other third parties is part of it as



well. In addition, information received by customers on/or through advertisements on the WINDOBONA website may be protected by copyright, trademarks, patents or other intellectual property rights and laws. Unless WINDOBONA Berlin GmbH or the third party concerned has not given the expressed written permission, the customer shall not be entitled to modify, rent, lease, lend, sell, distribute or redesign works which may be downloaded from or are accessible via the WINDOBONA website in whole or in part.

21. Use of the WINDOBONA-Website /Exclusion of Warranties

Customers use the WINDOBONA website at their own risk. Customers download, or receive content about the WINDOBONA website at their own risk. They remain solely responsible for damage to their own computer systems or other technical equipment used about the WINDOBONA website. The same rule applies for the loss of data or damage, or any other kind of loss due to downloading of content or other transactions on the WINDOBONA website. Any liability of IS WINDOBONA Berlin GmbH that may exist for whatsoever reason irrespective of this exclusion of liability shall be limited to loss or damage caused by wilful act or omission or gross negligence or the infringement of a material provision of the contract. In the case of loss or damage caused by the negligent infringement of non-material obligations under the contract or obligations about contract negotiations, the liability of WINDOBONA Berlin GmbH for indirect damage or non-typical consequential loss or damage shall be excluded and any other liability of WINDOBONA Berlin GmbH shall be limited. Nothing contained herein shall affect the strict liability of WINDOBONA Berlin GmbH under the Product Liability Act. Unless otherwise expressly agreed, any advice or information that the customer may receive about the use of the WINDOBONA website, whether orally or in writing, shall not give rise to any warranty on the part of WINDOBONA Berlin GmbH.

22. Amendments to Standard Terms and Conditions

WINDOBONA Berlin GmbH reserves the right to amend or supplement these Standard Terms and Conditions with effect from the future. The latest valid version of the Standard Terms and Conditions which is available for downloading from the WINDOBONA website shall apply in each case without it being necessary for WINDOBONA Berlin GmbH to give the customer specific notice of each amendment.

23. Applicable Law/Venue for Disputes/Miscellaneous

The contract shall be governed by, construed, and interpreted in accordance with the law of Germany.

If the customer does not have a general venue for disputes in Germany or another EU member state, a business, a company, or relocates its permanent residence to another country after these Standard Terms and Conditions have entered force. The customer's permanent or usual place of residence is not known when proceedings are instituted. The venue for any disputes arising out of or about the contract shall be Berlin. WINDOBONA Berlin GmbH will store details of reservations. The latest valid version of the Standard Terms and Conditions is available on the WINDOBONA website.

Standard Terms and Conditions of WINDOBONA Berlin GmbH Landsberger Allee 268, 10367 Berlin, GERMANY

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