

General Terms and Conditions of PARA Tunnel Technologie GmbH (GTC)

1. Scope of application

These GTC apply to the use of the website www.flystationmunich.de, www.flystationmuenchen.de, www.flystationmuenchen.de, www.flystationmunich.com, store.flystationmunich.de, store.flystationmunich.com, the booking, the purchase and the use of the services and products of PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375, Neufahrn bei Freising. With the registration of the customer on our website or the execution of an order process even without prior registration, the customer accepts the validity of our GTC. We reserve the right to change or amend these GTC with effect for the future. For existing bookings at the time of change, the terms and conditions valid at the time of booking continue to apply.

2. Our services, booking

Through the booking steps provided on our website, our customers can purchase tickets and ticket vouchers for times in our flight tunnel facility (Bajuwarenstrasse 1, 85375 Neufahrn bei Freising) as well as other services (photos, videos, etc.). The booking of a ticket is binding for the exactly defined period of time. The booking of a ticket voucher entitles you to redeem the corresponding times in our flight tunnel facility at a later date, subject to availability. To order, enter the required information in the order mask. Before submitting your order, you have the opportunity to check all details (name, address, payment method and ordered service, etc.) again and change them if necessary. To purchase a ticket or ticket voucher or to book other services, the customer submits his offer to conclude a corresponding contract under the terms and conditions of these GTC (the retrieval, printout and storage of which in reproducible form is possible prior to conclusion of the contract) by sending the data entered in the order mask. We confirm the online order, i.e. the receipt of the offer, by e-mail. We accept the offer (conclusion of the contract) by sending you your ticket as a reservation confirmation, the ticket voucher or the other service. You can print the order confirmation displayed on your screen and the confirmation sent by us. The validity of the tickets and ticket vouchers is always subject to the condition (condition precedent) of full payment. Immediately after receipt of the order confirmation by the customer, the customer is obliged to check the order and delivered tickets/ticket vouchers (especially date/time). In case of incorrectly issued tickets by us, the customer is obliged to inform us immediately in text form (by e-mail to the address info@flystationmunich.com). We will only take into account technical errors on our part, i.e. discrepancies between the information provided by the customer in the order form and our confirmation, for which we are demonstrably technically responsible. In this case, we will make every effort to rebook in accordance with the customer's wishes, subject to availability. Further claims of the customer are excluded. If you purchase tickets or ticket vouchers also for other persons, you will inform these other persons about these terms and conditions and especially about the conditions for participation.

3. Prices

The prices for tickets and ticket vouchers stated on our website at the time of booking apply. For promotions and other actions, the conditions stated there apply.

4. Payment, cancellation in case of non-payment

You can pay by credit card, direct bank transfer (prepayment), SEPA direct debit or other payment methods offered by us.

The sales and payment process is handled by "Ingenico" (Ingenico e-Commerce Solutions GmbH / Germany). Para Tunnel Technologie GmbH has authorized Ingenico to accept payments on our behalf for our services. "Ingenico", as a specialized provider of e-commerce solutions, will process payments for you in partnership with our "FlyStation".

In individual cases, certain payment methods may be temporarily unavailable. The validity of tickets and ticket vouchers is subject to the condition precedent of full payment. In the event of a return debit note, revocation of a payment or other non-payment, the booked tickets / ticket vouchers will expire definitively. We expressly reserve the right to take legal action and make claims for damages against the customer.

5. Revocation

The regulations on revocation and right of return for distance contracts are not applicable to ticket purchases due to § 312g Abs. 2 S. 1 Nr. 9 BGB. This means that a two-week right of revocation and return does not apply to ticket orders. Purchased tickets are generally not taken back. With regard to the purchase of

(ticket-)vouchers and other goods, there is a right of revocation and return in accordance with the statutory provisions if the customer is a consumer:

Right of revocation

You have the right to cancel the contract for the purchase of the ticket voucher(s) or goods within 14 days without giving reasons.

revoke.

The revocation period is 14 days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the ticket voucher(s) or goods.

To exercise your right of withdrawal, you must,

PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375 Neufahrn bei Freising,

Tel. +491628828881, e-mail: info@flystationmunich.com,

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. If you make use of this option, we will immediately send you (e.g. by e-mail) a confirmation of receipt of such revocation. To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the favorable standard delivery offered by us), without undue delay and at the latest within 14 days from the day on which we received the notification of your revocation of the contract.

For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We may refuse repayment until we have received the voucher(s) or goods back or until you have provided proof that you have returned the voucher(s) or goods, whichever is the earlier. You must return or hand over the voucher(s) or goods to us without undue delay and in any case within 14 days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the voucher(s) or goods before the end of the period of 14 days.

You shall only bear the direct costs of returning the voucher(s) or goods. You only have to pay for any loss of value of the voucher(s)/voucher(s) or the goods if this loss of value is due to the handling of the goods which is not necessary for the examination of the condition, properties and functioning of the goods.

End of the cancellation policy

Template revocation form for orders of ticket vouchers (If you wish to cancel the contract, please complete and return this form).

-to PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375 Neufahrn bei Freising, Germany

-I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

-Ordered on (*)/Received on (*)

-Name of the consumer(s)

-Address of the consumer(s)

-signature of the consumer(s) (only in case of communication

on paper)

-Date

(*) Please fill in missing information or delete as applicable.

Template revocation form

6. Reselling

The customer is prohibited from reselling tickets and ticket vouchers for commercial and/or business purposes, unless expressly agreed otherwise in writing between us and the original customer. For each individual case of violation of the above resale prohibition, the parties agree to payment of a contractual penalty by the original customer to us in the amount of Euro 1.000,00, excluding the objection of continuation. We expressly reserve the right to assert further damages.

7. Redemption of tickets and ticket vouchers, Rebooking

Tickets can only be redeemed at the booked time. Tickets that are not redeemed expire without replacement. Ticket vouchers can be redeemed within the validity period agreed on the order by using the voucher code via the booking mask on our website. With the use of the voucher code, the voucher loses its validity. The regulations in the above section 2 paragraph 2 on the conclusion of a contract apply accordingly to the redemption of ticket vouchers. Please note that you are responsible for the careful storage of the voucher code protected from access by unauthorized third parties and that we are not responsible for the loss of your voucher code and / or the (unauthorized) redemption by third parties. Cancellations and reschedulings must be communicated in good time by telephone or e-mail to PARA Tunnel Technologie GmbH and are only possible for available dates.

PARA Tunnel Technologie GmbH optionally offers a travel cancellation insurance "cancellation/rescheduling insurance" for firsttime flyer and group packages up to 25 min flight time. With this, a rebooking and appointment cancellation of up to 25 min flight time is possible free of charge up to 45 minutes before the flight appointment. Within the last hour before the booked appointment, the ticket/voucher expires without replacement even with the optional insurance. The insurance allows a free rescheduling or appointment cancellation, so that a still valid ticket voucher can be booked again within the validity period. However, it explicitly does not include an extension of the 14-day revocation right. The insurance applies exclusively to flight appointment cancellations and rebookings, but not to the ticket voucher itself. Refunds/revocations can only be made within 14 days for ticket vouchers that have never been linked to a booking. The insurance service of a cancellation/rebooking of an appointment can only be used once.

Without this cancellation/rescheduling insurance, the rebooking/cancellation fees of firsttime flyer and group packages will be:

up to 10 days before the flight date: free of charge

1-10 days before the flight date: 30€ for packages up to and including 10 min flight time and 60€ for packages of more than 10 to 30 min flight time.

From 24h before the flight date: 100% of the sale price

For the cancellation of booked group and event packages over 30 min the following deadlines and fees apply:

up to 14 days before event: free of charge

13-7 days before event: 50% of event costs

6-3 days before event: 70% of event costs

2-1 day before event: 80% of event costs

on the day of the flight: 100% of the event costs

Processing fee for Proflyer times (for these no travel cancellation insurance is available from PARA Tunnel Technologie GmbH).

Rebookings under 60 min flight time:

up to 24 hours before the flight date: free of charge

from 24 hours before the flight date: 50% of the sales price or rebooking of only 50% of the booked flight time.

Rebooking of more than 60 min flight time:

up to 3 days per booked hour of flight time before the flight date: free of charge

Example: 3 hours of flight time are rebooked. The rebooking must take place at least 9 days before the booked flight date.

from 3 days per booked hour of flight time before the flight date up to 36 hours before the flight date: 30% of the sales price or rebooking of only 70% of the booked flight time.

From 36 hours before the flight date: 50% of the sales price or rebooking of only 50% of the flight time.

We recommend to be at our office 60 minutes before the booked flight time. If the participant has not registered personally at our reception 45 minutes before the flight time, the booked flight (with or without the cancellation/rescheduling insurance) will be forfeited.

We draw your attention to the possibility of taking out independent cancellation and baggage insurance, as well as insurance to cover repatriation costs in the event of accident or illness.

8. Service descriptions

The information on our website and in our advertising materials serve as a description of services, but are non-binding and may vary. They do not represent any assurances to the customer. The duration and execution of the flights depend on your ability and on the specific situation on site (briefing, waiting times, communication on site, etc.) and may vary. Firsttimer packages can only be flown in the company of a member of our staff and up to a maximum of 70% tunnel power (more than sufficient for firsttimers).

9. Physical requirements, conditions of participation tunnel flight time.

In order to fly in our flight tunnel, you must be physically able to do so (physical requirements). In addition to the conditions stated in the Service Description, the following conditions apply:

- The minimum age for participation is 4 years. Minors must have written permission from a parent or a legal guardian.

- Participants must wear a flight suit and goggles (provided) and flat shoes without heels and with non-marking soles.

- Participants must be in generally good health.

- Participants with shoulder, joint, back, or other medical problems must inform us prior to participation and obtain advance information from their physician regarding participation options and potential risks.

Participation is not possible

- with a body weight of more than 120kg

- if you are pregnant

- under the influence of alcohol, drugs or medicines which restrict the ability to move and/or react

- in case of cardiac, circulatory or circulatory disorders,

- for participants with brain or heart pacemakers or with prostheses

- in case of other health problems or presence of injuries

With the completion of the booking you assure to fulfill the physical requirements. Should your physical conditions have changed by the start of the flight so that you no longer meet the physical requirements, you are obliged to inform us of this in good time. In this case you are excluded from participation. A refund of the ticket price is not possible.

We welcome people with disabilities or physical limitations. However, we would like to point out that for people with certain disabilities or limitations, participation may be difficult, dangerous or even impossible from the outset. Please contact us before booking so that we can decide together whether participation is possible.

The following participation rules apply to the use of the flight tunnel:

Always follow the instructions of the security personnel.

Please empty the pockets of your clothes and remove accessories and jewelry to prevent loose items from entering the flight tunnel.

10. Proflyer packages and proflyer usage time:

Proflyer packages and proflyer usage time is the time purchased by sport flyers/proflyers. The definition of a Sportflyer/Proflyer is at the judgment of Para Tunnel Technologie GmbH. However, a sport flyer/proflyer basically differs from a voucher customer/voucher customer/first timer/first flyer/experience customer in that he/she fulfills certain defined flying criteria and also has a defined previous knowledge of wind tunnel flying, which explicitly distinguishes him/her from a voucher customer/voucher customer/first timer/first flyer/experience customer. Voucher customers/voucher customers/first timers/first pilots/experience customers are basically all customers who are not recognized by Para Tunnel Technologie GmbH as proflyers/sport pilots. If a customer does not meet the criteria of a proflyer/sport flyer, Para Tunnel Technologie GmbH reserves the right to completely exclude the flyer from the use of its proflyer packages and proflyer usage time until the status of proflyer/sport flyer has been achieved. Proflyer packages and Proflyer usage time must be used within 12 months from the date of purchase. Unused proflyer packages and proflyer usage time expire after the 12 months without replacement. The customer will receive a login where he can see the expiration date of his usage time. Unless otherwise stated, the invoice date is the purchase date. Unless otherwise agreed, proflyer packages/proflyer usage time will be paid in advance. Para Tunnel Technologie GmbH reserves the right to sell proflyer packages and proflyer usage time inclusive and exclusive of electricity. If proflyer packages ("base price") are purchased excluding electricity, this means that only the pure time value is purchased, but not the operation of the system. This operation can only be provided if a variable electricity cost price is paid in advance from the site. This electricity cost price is consumption-dependent and depends on the current electricity market price as well as the wind tunnel performance desired by the customer. Para Tunnel Technologie GmbH reserves the right to adjust this electricity price at short notice to the current electricity market situation. At the latest 24h before the flight the daily updated electricity prices will be published on <https://shop.flystationmunich.com/proflyer>. If proflyer packages including electricity are purchased, Para Tunnel Technologie GmbH reserves the right to adjust the prices on unused proflyer packages and proflyer usage time subsequently and also proportionately to packages at short notice and in case of changes in the

electricity market price and corresponding changes in its own production costs, so that the customer has to pay a surcharge to operate the wind tunnel during this time.

Proflyer packages and Proflyer usage time is basically personalized and non-transferable. In case the use by other customers be tolerated on this time, it does not constitute a legal claim to the basic transferability of this time.

Proflyer packages and proflyer usage time may only be flown up to a maximum of 85% tunnel power.

11 Warranty

In the case of legal transactions with a consumer, i.e. a natural person who concludes the legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity, the statutory provisions shall apply to any warranty claims due to defects of title and/or quality.

12 Liability

PARA Tunnel Technologie GmbH shall be liable without limitation for damage caused intentionally or by gross negligence, for intentional or negligent injury to life, body and health as well as from the assumption of guarantees. PARA Tunnel Technologie GmbH shall otherwise only be liable for damage caused by negligence in the event of a breach of an obligation which is essential for the proper performance of the contract and on the performance of which you may regularly rely. In this case, the liability of PARA Tunnel Technologie GmbH shall be limited to the amount of the foreseeable damage typical for the contract. Insofar as liability of PARA Tunnel Technologie GmbH for damages not based on injury to life, body or health is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the end of the year in which the claim arose and the creditor became aware of the circumstances giving rise to its claim and the person of the debtor or should have become aware without gross negligence. Any liability of PARA Tunnel Technologie GmbH under the Product Liability Act (ProdHaftG) shall remain unaffected.

13 Choice of Law / Place of Jurisdiction / Miscellaneous

This contract shall be governed by the laws of the Federal Republic of Germany. This shall not apply if special consumer protection regulations of the customer booking from another country are more favorable in the customer's home country (Art. 29 EGBGB). If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you are a merchant, or if you have moved your permanent place of residence abroad after these GTC have become effective, or if your place of residence or usual place of abode is unknown at the time the action is brought, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Munich.

14 Data storage Data protection

All data required for the execution of the contract, including personal data, will be collected, processed, transmitted and stored by us in accordance with the applicable legal provisions. Please also refer to the data protection information on our website.

15. information on online dispute resolution

The EU Commission provides an internet platform for online dispute resolution ("OS platform"). This platform serves as a contact point for the out-of-court settlement of such disputes arising from online purchase contracts. The OS platform can be reached at <http://ec.europa.eu/consumers/odr/>.

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