

## 24h Contacts • 24h Kontakte

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## DRF Stiftung Luftrettung gemeinnützige AG

### Flight Operations

Laval Avenue/Gebäude E312  
77836 Rheinmünster

### Terms of Contract

1. All of the prices, amounts and payments named here are listed in Euros.
2. The price offer does not include any ground ambulance unless it is listed separately. DRF Luftrettung can organize the ground ambulance at the request of the principal. Based on the actual costs accrued, the amount billed for the ground ambulance will be separately calculated. After the supplier's billing statement is received, a separate bill with a surcharge of 8% will be issued by DRF Luftrettung.
3. DRF Luftrettung receives a written medical report of the patient from the principal at the latest 6 hours before the planned take-off. If this report cannot be presented in time, DRF Luftrettung may need to postpone the mission. If it cannot be carried out legally at this point due to legally mandatory flight duty and crew rest times, DRF Luftrettung will either postpone the flight to another day or cancel it, charging a cancellation fee of the amount of 20% of the tendered price unless the principal is not responsible for presenting the medical report on time. The cancellation fee compensates the expenses and damages that DRF Luftrettung suffered from the cancellation. DRF Luftrettung is entitled to demand compensation from the principal for any higher expenses or damages incurred. Furthermore, DRF Luftrettung is entitled to demand from the principal compensation for expenses and damages that result from the postponement of the flight, especially third-party costs for the organisation of handling, official approvals and supplying fuel, costs for accumulated duty hours, and/or necessary exchange of crew as well as costs for the negative effect on the planned subsequent mission unless DRF Luftrettung is responsible for the postponement. All costs that are related to the postponement and/or accumulated third-party costs will be billed with an added administrative surcharge of 8%. Additionally the principal must, in the event of a postponement, bear a dispatch fee of 500.- EUR. The principal is entitled to prove lower expenses and damages as the cancellation fee of 20% of the offered price in the event of cancellation as well as the administration fee of 8% and the dispatch fee of 500.- EUR in case of a postponement of the flight. DRF Luftrettung is entitled to demand from the principal compensation for any higher expenses and damages that may arise.
4. In the event of any unexpected changes in the scope of services from DRF Luftrettung the added costs price overview applies.
5. To keep the transport risk as limited as possible, we will contact the treating physician before every transport (or a person who knows the patient sufficiently well) and get information about the clinical picture and any possible problems. In spite of this preliminary conversation, though, complications cannot be fully excluded since every transport is stressful on a person who is already ill or injured (uncomfortable positioning compared to a hospital bed, unfavourable climate conditions in the aircraft, patient is in a tight space, variations in air pressure in flights, etc.). Most complications only interfere with the patient's well-being; however certain clinical pictures (e.g. heart or lung diseases) can be worsened in flights due to the physical regularities in flight.
6. The flight physician has the right to refuse a planned tarmac-transport (delivery to or transport from the aircraft without accompaniment of the DRF-Crew) if it is necessary to provide the patient with intensive medical care in the ground ambulance. The principal will bear the resulting added costs according to the price overview for added costs.
7. The flight physician has the right to refuse to take a patient on if the overall medical situation seems to have changed seriously compared to the medical report and transport would be life-threatening to the patient. In this case the total costs of the mission will be billed to the principal. DRF Luftrettung will inform the principal of this and will proceed after consulting with him.
8. Should delays occur for unexpected reasons (e.g. technical problems), DRF Luftrettung has the right to arrange a new schedule for the flight. If this results in a delay of more than 6 hours, the principal has the right to cancel the flight without paying any cancellation fees to the extent that DRF Luftrettung is responsible for this.
9. Should unexpected complications necessitate that transport be aborted and the patient admitted to a hospital, DRF Luftrettung is not responsible for assuming the costs generated as a result, unless DRF Luftrettung is responsible for the complications. The price overview, additional costs applies for the added costs generated in this case. Should the patient die during transport, the body must be handed over to the local authorities at the next possible intermediate landing point. The agreed-upon total costs of the flight must nevertheless be borne by the principal, including the expenses for the necessary intermediate landing according to the price overview, additional costs. DRF Luftrettung does not bear any transfer costs in the event of a death unless DRF Luftrettung is responsible for the death.
10. The transport of passengers, luggage or freight will be carried out under the provisions of the of the Air Traffic Act as well as to the extent that they are applicable – under the provisions of the Montreal Convention of May 28th, 1999, the Warsaw Convention and the Regulation of the European Community (EC) No. 2027/97 (modified by Regulation (EC) No. 889/2002)

Sitz der Gesellschaft: Filderstadt  
Rechtsform: Aktiengesellschaft  
Amtsgericht Stuttgart: HRB 727649

Vorstand:  
Dr. Peter Huber, Dr. Krystian Pracz (Vors.)  
Aufsichtsratsvorsitzender: Dr. h.c. Rudolf Böhmler

Finanzamt Stuttgart  
Körperschaften  
Steuer-Nr. 99124/02153

HypoVereinsbank  
Konto 322 620 586  
BLZ 600 202 90

Auslandsüberweisung:  
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- so that the liability of DRF Luftrettung for personal injuries, delayed passenger travel and damage to luggage including the liability limitations in favour of DRF Luftrettung is governed by these regulations.
11. In other types of damages, DRF Luftrettung is liable for malicious intent and gross negligence. DRF Luftrettung is also liable if it caused these other damages through a culpable breach of such obligations whose fulfilment are in every case absolutely necessary for the very execution of the contract and on whose fulfilment the principal regularly relies and may regularly, whereby the liability of DRF Luftrettung is limited in these cases to types of damages that are typical of contracts of this kind and are foreseeable. In all other respects the liability of the air ambulance service for other types of damages is excluded – regardless of the legal ground of such claims.
  12. If the principal was in part responsible for the damage occurring, this must be taken into account appropriately in determining the compensation for damages owed; in the case of damaging an object belonging to the principal, the culpability of the party who actually disposed of the object is deemed equal to the culpability of the principal.
  13. DRF Luftrettung accepts no responsibility for incidents involving force majeure e.g. strikes, war or sabotage.
  14. **Travel companion:** Bringing along a travel companion must be discussed with the alert center in every case and is subject to the consent of the flight physician.
  15. Luggage is limited to 1 travel bag (max. 10kg) per person. Any other luggage brought along will be left at the site! DRF Luftrettung is not responsible for luggage that is left behind. Please note that the crew of the aircraft is entitled to inspect the content of the luggage for security reasons in accord with the Aviation Security Act. The list of prohibited items in passenger aircraft can be viewed under the following link.  
[https://www.iba.de/DE/Presse/Passagierinformationen/Passagierinformationen\\_Gegenstaende.html](https://www.iba.de/DE/Presse/Passagierinformationen/Passagierinformationen_Gegenstaende.html)
  16. Passengers are obligated to present all necessary immigration and emigration documents as well as official documents that are required by the countries that come into consideration. DRF Luftrettung has the right to refuse to transport passengers who do not comply with the applicable regulations and provisions of law or whose official documents and immigration and emigration documents are not complete. DRF Luftrettung is not liable for any damages resulting from this.
  17. **Payment:** Payment has to be made in advance. In this case if the person is resident in Germany a money transfer form issued and communicated by the bank can be accepted. If payment by invoice has been agreed, it must be made within 30 days of issue of billing statement. A transaction fee may be applicable for credit card transactions, subject to the credit card type.
  18. **Cancellation fees:** If the order is cancelled by the principal in the time period between issue of the order and up to 10 h before take-off, the costs accrued to that point plus a compensatory sum equal to 10% of the agreed-upon price of the flight will be billed. Cancellations between 10 h before take-off and planned take-off will be billed at 20% of the price of the flight plus the costs accrued to that point. If the aircraft has already taken off, a compensation in the amount of the flight minutes already logged plus the accrued costs (at least 40% of the price of the flight) will be billed.
  19. In the event that DRF Luftrettung was contracted by an agent/broker in the interest of the principal, the agent/broker is obligated to assume financial responsibility for the fulfilment of the principal's obligations with respect to this contract.
  20. After consent has been granted in writing the execution of the flight is subject to aviation law and all necessary official permits.
  21. All contracts, amendments to contracts, modifications of contracts, communications and agreements between the parties must be affected in writing and communicated with written confirmation including the required response. This applies also for any modification of this requirement of written form.
  22. Should a provision of this contract prove or become unenforceable, the validity of the contract as a whole will not be changed. The parties are obligated to replace the unenforceable provision with a provision that most closely approximates the unenforceable one in its commercial intent. The like applies analogously to any loophole in the contract.
  23. The contract is subject to the laws of the Federal Republic of Germany.
  24. If the client is a merchant, Stuttgart is the sole court of jurisdiction for any disputes associating with this contract as well as all disputes concerning the enforceability of this contract; DRF Luftrettung is also entitled to sue at the main residence of the principal.

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