

01805 737 800

(Festnetz 0,14 €/min, Mobilfunk max. 0,42 €/min - innerhalb Deutschland)

0820 737 800

(0,12 €/min innerhalb Österreich)

0848 737 800

(0,08 CHF/min innerhalb Schweiz)

0871 5000 737

(10 p/min in Great Britain)

MR
KEVIN NOE

1626 NW 143RD WAY
33028 PEMBROKE PINES
USA

SUBSTITUTES OUR INVOICE/CONFIRM.NO.:D483136/3 dated 09.11.11Page 1

Invoice date	: 04.11.11	Date of print	: 16.05.12
Travelagency	: AIR BERLIN / Internet	ENDKUNDEN ENGLISCH-AB-TIX	
Customer	: NOE, KEVIN	Customer number	: 2959560
E-Mail	: KEVIN.NOE@GMAIL.COM		E
VAT-Nr	:		

TRAVELLER	AGE	TRAVELLER	AGE
1 MR NOE, KEVIN	31	2 MS NOE, KRISTIN	27

FLIGHT: 12.06.12 Villafranca / Verona - BERLIN-TEGEL

VRN - TXL AB 8581 M 12.06.12 14:55 16:30 1PC OK

YOUR CONFIRMED ITINERARY

**** PLEASE NOTE THE ABOVE ****
**** MENTIONED FLIGHT TIMES ****
2 ADULTS (10.99)

FLIGHT: VRN - TXL	2 PERS:	21.98 EUR
Untaxed §3bpar.1 i.c.w.§26 par.3 UStG		
Foreign Tax	2 PERS:	2.00 EUR
Kerosine surcharge	2 PERS:	66.00 EUR
Untaxed §3bpar.1 i.c.w.§26 par.3 UStG		
Final Check in at Verona:		
30 minutes prior to departure!		

Final Check in at Verona:
30 minutes prior to departure!
Final Check in at Verona:
30 minutes prior to departure!
NO INSURANCE FOR CANCELLATION CHARGE
NOR HEALTHINSURANCE WITH RETURN
TRANSPORTATION REQUESTED.

ALREADY PAID
(German VAT Law)

89.98 EUR
89.98 EUR

The deposit of 89.98 EUR has already been paid.
All payments will be charged to your credit card VI412174XXXXXX7795.
VISA
Externe - Nr. 13483136 entspricht
internal No. D483136

CONTINUATION PAGE 2

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Important Informations:

With Air Berlin and NIKI you are flying ticketless. Your flight detail are saved under your invoice/confirm.no. at the checkin automatically. Please ensure that all travellers carry a valid photo ID. Please take note of the current provisions regarding hand luggage.

Please note the current conditions of entry and residence that apply to your nationality. We would like to point out that if you are refused entry, you will have to pay for any costs incurred (return journey to the country of departure or your home country, administrative fees etc.). Please keep your invoice and confirmation of booking with you for the trip. You may not be allowed to enter or leave the country if you do not have this document. Please note that in some countries you will need to purchase an entry visa on arrival. For further information please contact the embassy of the country of destination.

Our general terms of business and carriage apply; special terms of business and carriage apply to flights to/from USA and Canada. You can find the general and special terms and conditions on the website at: www.airberlin.com/abb or at www.flyniki.com. Air Berlin PLC & Co.Luftverkehrs KG.Vat reg no.:DE 136662780 (DE+transborder). Spanish branch: Gran Via Asima 6A-1°C,E-07009 Palma de Mallorca.C.I.F W-0042192E (ES)

The fare in your booking is denoted by a letter which can be found between the flight number and your travel date.

M,W = saver fare economy, Y = flex fare economy,
C = saver fare business, J = flex fare business,
E = special fare economy, F = special fare business

SPECIAL NOTE ABOUT DEPARTURES FROM GERMANY:

All final prices include the aviation tax decided on by the German government (to come into force from 01.01.2011 with a net charge of EUR 7,50/EUR 23,43/EUR 42,18 depending on the destination).

INFORMATION ABOUT DEPARTURES FROM AUSTRIA

All final prices include the flight ticket tax introduced by the Austrian government. (Bookings from 01.01.2011 for departures from 01.04.2011; amount dependent on destination,gross EUR 8/EUR 20/EUR 35)

For any requires please contact our service team at 0871 5000737 (GB) or 01805737800 (DE) seven days a week, 24 hours a day. Thank you for booking Air Berlin. We wish you a pleasant stay on board.



Mitglied der
Sitz der Gesellschaft
Saatwinkler Damm 42-43
D-13627 Berlin
AG Charlottenburg
HRA: 23373

PHG: AIR BERLIN PLC
Companies House for
England and Wales
No. 564 38 14

Board of Directors PLC:
Hartmut Mehdorn, CEO
Ulf Hüttmeyer, CFO
Jean Christoph Debus, COO
Paul Gregorowitsch, CCO

USt-ID-Nr.
DE 136662780

Commerzbank AG Berlin
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BIC COBADEFXXX
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A. General Terms and Conditions of Business

General terms and conditions of business of Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH, and Belair Airlines AG

1. Definitions

Code Share Service

Code Share Service means carriage by a carrier other than the Airline and not indicated in the Ticket by use of the Airline’s Designator Code.

Flight Coupon

A portion of the passenger’s Ticket that indicates particular places which the coupon is good for carriage.

Airline

Airline means Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH, Belair Airlines AG or their vicarious agents or operating air carriers

Airline Designator Code/Call Sign

Airline Designator Code/Call Sign is the two or three letter code which identifies an air carrier.

Ticket

The “passenger Ticket and baggage check” including all flight, passenger and other coupons therein, issued by the Airline which provide for the carriage of passenger and their baggage including an electronic ticket issued by or on behalf of the Airline.

Reroute

To issue a new Ticket covering transportation to the same destinations, but via a different routing than that designated on the Ticket, or portion thereof, than held by the passenger, or to honour the Ticket or portion thereof, than held by the passenger for transportation to the same destination as, but via different routing than that designated thereon.

Miscellaneous Charges Order or MCO

A document issued by a carrier or its agents requesting issuance of an appropriate passenger Ticket and baggage check, and/or provision of other services to the person named in such document.

SDR

A special drawing right as defined by the International Monetary Fund.

Wet Lease

Wet Lease means an operation on the basis of an arrangement whereby the lessor provides at least some crew to the lessee (Airline).

2. Area of Application

2.1 These General Terms and Conditions of Business apply to contract conclusions for any transportation of passengers and baggage, including associated services, provided by Air Berlin PLC & Co Luftverkehrs KG, NIKI Luftfahrt GmbH, Belair Airlines AG or their vicarious agents. Unless otherwise expressly agreed, these General Terms and Conditions of Business shall also apply to carriage provided free of charge.

2.2 As far as the transportation of passengers and baggage, including associated services is operated by one of the airlines listed in section 2.1 above the General Conditions of Carriage shall apply additionally.

2.3 In the case of a Code-Share Service, Wet Lease or any other flight booking in which the operating carrier differs from the marketing carrier, the general conditions of carriage of the carrier executing the carriage shall apply in addition to the General Conditions of Carriage. In case of any discrepancies, the general conditions of carriage of the operating carrier shall prevail over other regulations. Further information is available under: www.airberlin.com/codeshare. The carrier executing the flight will provide further information. The general conditions of carriage of the respective carrier, which can be retrieved from the website of such respective carrier shall be incorporated in the General Conditions of Carriage. In case of different or conflicting regulations the general conditions of the respective carrier shall prevail.

3. Booking

3.1 Contact Details for Notification and Information

All notifications and information are dealt with by the Air Berlin Service Centre. The Service Centre can be reached:

- (for US-Customers:) via telephone 866 266 5588 (toll free domestic call – different rates may apply to calls from mobile phones), fax +1 (305) 932-1545, e-mail to airberlinreservations@atmsusa.net or at Air Berlin, 20803 Biscayne Blvd., Suite 401, Aventura, FL 33180-1431;

- (for UK-Customers:) via telephone 0871 5000 737 (£0.10 /min – different rates may apply to calls from mobile phones), fax +49 (0)30-4102 1003, e-mail to serviceteam@airberlin.com or at Air Berlin PLC & Co. Luftverkehrs KG, Serviceteam, Saatwinkler Damm 42-43, 13627 Berlin, Germany.

3.2 Contract

3.2.1 The contract comes into existence with respect to all offers for flight bookings which are bookable on the Internet under www.airberlin.com or other authorised Internet booking pages, after clicking on the 'binding reservation' field and the subsequent appearance of a summary of the booking data on the screen (online booking confirmation). The booking confirmation can be immediately stored or printed out by the booking party. For information purposes, said confirmation will be automatically sent again to the customer within 24 hours to the indicated contact email address of the booking person. With respect to all other booking procedures (by telephone, in writing, email, fax, in person), the contract comes into existence upon receipt of the booking confirmation, and/or in case of telephone booking upon notification by telephone.

3.2.2 The Airline is entitled to challenge or correct the contract in the event of obvious printing or mathematical errors. If this should result in a price increase, the booking party is entitled to withdraw from the contract within two weeks of receiving booking confirmation.

3.2.3 During the booking process the correct first name and family name of the passenger must be provided in all cases, and this must match the name as shown on an official photo ID or substitute document. Nicknames or fictional names must not be used. Section 3.3 applies if a passenger's name is provided at a later stage.

3.2.4 After booking every booking party shall receive a booking confirmation/booking number and is responsible for ensuring that it is safely stored and protected from unauthorized access.

3.3 Rebooked Flights

3.3.1 A rebooking occurs if, at the booking party's request and subject to seats being available, the date/time of the flight, the name of the passenger, destination, departure and/or return airport is/are changed prior to an individual departure.

3.3.2 A flight may be rebooked up to 30 minutes prior to the agreed departure time. The name of the passenger may be changed up to 30 minutes prior to departure (outbound flight).

3.3.3 When a flight is rebooked, the difference between the original and the current, possibly higher fare, applicable on the day of rebooking, is payable; a flight may be rebooked to one with a lower fare, but the original fare will continue to apply. In addition a rebooking fee of 50 EUR / 72 USD / 70 CAD is charged for short-haul and medium-haul saver flights (German domestic flights, flights within Europe, including the Russian Federation west of the Urals and Caucasus, or flights between Europe and: North Africa / Turkey / Canary Islands / Azores & Madeira / Israel / Iraq / Iran / Syria / Lebanon / Jordan), and a rebooking fee of 100 EUR / 143 USD / 140 CAD is charged for long-haul saver flights (Flights between Europe and: Russian Federation east of the Urals / Central Asia / Southeast Asia / Far East / Pacific / North, Central or South American / Caribbean / Central Africa / Southern Africa / Gulf States except Iraq and Iran). If a flight was originally booked as a flex fare or corporate fare (CompanyFlexFare), only the difference between the original fare and the current, possibly higher fare, applicable on the day of rebooking, will have to be paid. In all the above-mentioned cases the booking party is free, under German law, to prove that the Airline did not incur any costs or that the costs incurred were much lower than those charged as the flat-rate rebooking fee.

3.3.4 Rebookings can also be made by telephone. A booking may only be rebooked for a later flight – subject to local permits at the destination – if the rebooked flight is shown in the published schedule, if the required capacities are available and only if the later flight is no more than 365 days after the originally booked outbound flight. Any reimbursement for flights or legs of flights that were not used and that had been booked as a saver fare is excluded. Rebooking charges may only be paid using approved credit cards or direct debit. There is no rebooking charge for infants (children under 2 years old). No discount is granted on the rebooking charge. A domestic flight cannot be rebooked as an international flight and vice versa.

3.4 Cancellation of and Failure to use a Ticket

3.4.1 To cancel a booked flight or other confirmed service (e.g. seat reservation, carriage of pets, special reservations), passengers must notify the Airline in writing or by telephoning before the start of their journey, stating the booking reference number (US-Customers: by fax to +1 (305) 932-1545, by letter or e-mail to Air Berlin, 20803 Biscayne Blvd., Suite 401, Aventura, FL 33180-1431; airberlinreservations@atmsusa.net, by phone: 866 266 5588 (toll free domestic call – different rates may apply to calls from mobile phones); UK-Customers: by fax to +49 (0)30-4102 1003, by letter or e-mail to Air Berlin PLC & Co. Luftverkehrs KG, Serviceteam, Saatwinkler Damm 42-43, 13627 Berlin, Germany; serviceteam@airberlin.com, by phone: 0871 5000 737 (£0.10/min – different rates may apply to calls from mobile phones)). The decisive date is the day on which the notification is received by Air Berlin. Cancellation is no longer possible once the passenger has embarked on the journey. Under German law the following regulations apply to cancellations:

3.4.1.1 Flex Fare:

If a passenger cancels or fails to travel on a short-haul, medium-haul or long-haul flight booked as a flex fare, the fare will be refunded. If a Ticket that was initially booked as a saver fare is not used or is cancelled, section 3.4.1.2 or 3.4.1.3, as applicable, shall apply to the fare element of the original saver fare.

3.4.1.2 Saver Fare:

If a short-haul or medium-haul flight (German domestic flights, flights within Europe, including the Russian Federation west of the Urals and Caucasus, or flights between Europe and: North Africa / Turkey / Canary Islands / Azores & Madeira / Israel / Iraq / Iran / Syria / Lebanon / Jordan) flight booked as a saver fare is not taken or is cancelled, the Airline is entitled in accordance with the law to demand the agreed remuneration less any savings in expenditure made and/or possible alternative uses of the service booked, unless the circumstances resulting in the flight not being taken or being cancelled are the Airline's responsibility or due to force majeure. Objections raised by the booking party shall be taken into account in accordance with section 3.4.3.

3.4.1.3 If a long-haul flight (Flights between Europe and: Russian Federation east of the Urals / Central Asia / Southeast Asia / Far East / Pacific / North, Central or South American / Caribbean / Central Africa / Southern Africa / Gulf States except Iraq and Iran) booked as a saver fare is not taken or is cancelled, the Airline is entitled to charge the following amounts, unless the circumstances resulting in the flight not being taken or being cancelled are the Airline's responsibility or due to force majeure:

- up to 21 days before departure: 20 % of the fare
- up to 14 days before departure: 30 % of the fare
- up to 7 days before departure: 40 % of the fare
- up to 1 day before departure: 50 % of the fare
- on day of departure: 100 % of the fare (net).

3.4.1.4 In the above-mentioned cases both standard savings in expenditure and alternative utilisation of the service booked shall be taken into account.

3.4.2 The Airline furthermore charges a handling fee of 25 EUR / 36 USD / 35 CAD per passenger and booking for processing Tickets that have not been used or that have been cancelled and that were booked as saver fares (sections 3.4.1.2 and 3.4.1.3). The booking party is free, under German law, to prove that in this specific case the appropriate handling fee is significantly lower than the flat-rate handling fee charged.

3.4.3 In all the above-mentioned cases the booking party is free, under German law, to prove that the Airline did not suffer any loss or that the claim for reimbursement or for compensation of expenses was significantly less.

3.4.4 These above provisions shall also apply if the passenger does not reach the aircraft at the stipulated time or is not permitted on the flight on account of incomplete travel documents. Customers are recommended to take out travel cancellation insurance.

3.5 Web Contact Form – Relatives

The Airline offers the booking party, under Regulation (EU) No. 996/2010, the opportunity on the www.airberlin.com website to designate a contact person, providing the name, address and telephone number, to be notified in the event of an aircraft accident. This information is not associated with the booking, will only be used for this purpose and will be deleted 48 hours after the flight date. In the event of rebooking, the information is re-entered.

4. Prices/Payment

4.1 The services and prices confirmed at the time of booking apply. Changes to the air fare after the time of contracting are permissible in the event of changes in fuel costs, changes to or the imposition of aviation-specific levies (taxes, charges, contributions, special levies or other aviation-specific levies for certain services), aviation-specific charges, emission certificate costs or exchange-rate fluctuations by at least 10% of the individual fare if a period in excess of four months has elapsed since the time of contracting and the agreed travel date, and if the airline notified the booking party accordingly without delay on receipt of such information and the airline had no influence on such change at the time of contracting. In the event of a seat-related increase in costs of carriage (e.g. fuel costs), the Airline may demand payment of the increased amount; otherwise the additional costs of carriage shall be divided by the number of the seats on the aircraft and the resultant increase applied as a charge to each individual seat. If charges such as airport charges, payable by the Airline, are increased, the price of the flight may in turn be increased by the appropriate proportionate amount. In the event of a change in exchange rates after the contract of carriage has been concluded, the price of the flight may be increased in line with the amount by which carriage has become more expensive for the Airline. A price increase may only be demanded up to 21 days before the agreed departure date. If the price increases applied after conclusion of the contract amount to more than 5 % of the total flight price, the booking party is entitled to withdraw from the contract without incurring any expense. In the event of a reduction or cancellation of taxes, charges or costs, the surplus amount is refunded or deducted, as applicable. With respect to travel to or from the U.S., increases in the air fare after contract conclusion may be imposed only for increases in government imposed taxes or fees provided that written consent for such potential increases was obtained from the booking party at the time of contract conclusion by checking the opt-in box on the booking page.

4.2 All payments are to be made either by a credit card accepted by the Airline or by direct debit from a German, Austrian or Dutch bank account to be specified by the person making the booking. The entire cost of the flight may be paid in cash, but only at a Ticket desk and on the day of booking. The payment may not be collected by an intermediary. Unless otherwise stipulated by the payer, payments will initially be offset against the oldest claims. Any payment that is insufficient to repay the entire debt will initially be offset against the interest, and finally against the primary obligation.

4.3 In the event of a default in payment, the Airline shall be entitled to terminate the contract following an unsuccessful payment request, subject to a deadline according to section 3.4.1.1-3.4.2, and to request the corresponding charges established there. Sections 3.4.3 and 3.4.1.4 shall apply accordingly.

4.4 If a credit card company or bank refuses to settle the claim arising from the contract for reasons that are the customer's responsibility, the customer shall still be required to pay a flat rate of 10 EUR / 14 USD / 14 CAD as compensation for the bank's return debit note. The customer is free, under German law, to prove that the Airline did not suffer any loss or that the loss incurred was less. If the flight was booked as a flex fare, the Airline will charge a total processing fee of 25 EUR / 36 USD / 35 CAD per passenger. The customer is free, under German law, to prove that in this specific case the appropriate handling fee is significantly lower than the flat-rate handling fee charged.

5. Travel Documents

5.1 Passengers using our AB-TIX service (e-Tickets) will receive confirmation of their booking by post or email and can collect their boarding card for the booked flight on presentation of a valid identification card or passport and the booking reference at the check-in desk.

5.2 Every passenger is personally responsible for complying with all important regulations associated with the journey (e.g. passport, visa and health regulations, including for any pets accompanying the passenger), as well as for the completeness and intactness of travel documents. In the event of non-compliance with entry or exit regulations, in particular on account of incomplete or non-intact travel documents, the Airline is entitled to refuse carriage and to charge the passenger for all resultant costs and damages.

6. Cancellation of Contract due to Extraordinary Circumstances

If carriage by air is unforeseeably made much more difficult, endangered or impaired as a result of force majeure, either party may withdraw from the contract. If the contract is terminated prior to departure, the price for the flight that has already been paid is returned; the maximum liability of the Airline to the booking party for flight cancellation shall be limited to refund the flight costs already paid. This covers all of the booking party's claims arising from the contract unless the loss in question is one of personal injury or damage incurred as a result of deliberate or gross negligence.

7. Liability

7.1 The current legal provisions shall apply in conjunction with those set out in the Montreal Convention on the standardisation of regulations on international carriage by air with respect to injury to life and limb of the passenger as well as with respect to the passenger's baggage. Except for injuries to life, body or health or for the violation of essential contractual obligations, the fulfilment of which is indispensable for the proper fulfilment of the contract and the fulfilment of which the passenger may generally expect, the Airline is only liable for damage if it has caused such damage with deliberation or gross negligence; the provisions of the Montreal Convention or other subordinate liability provisions (above all Regulation (EC) No. 261/2004) shall remain unaffected. Any complaints and enquiries concerning baggage are to be addressed to the baggage office directly on arrival. Otherwise damages may be claimed in writing within the periods stipulated by the Montreal Convention. Such a letter should be sent to Air Berlin PLC & Co. Luftverkehrs KG, Abt. Kundenservice (Customer Service Department), Saatwinkler Damm 42-43, 13627 Berlin, Germany. Passengers are recommended to carry valuables, medication, perishable goods or fragile items in their hand baggage (up to a maximum weight of 6 kg / 13 lb, 8 kg / 18 lb with laptop, is permitted). The information on the Ticket concerning the limitation of liability applies. Unless the preceding paragraph provides otherwise, the objections based on the Montreal Convention and the applicable national law shall apply without restriction.

7.2 If any means of transport other than an aircraft (e.g. Rail&Fly) is used for part of the journey, that part of the journey shall be subject to the terms and conditions applicable to the means of transport in question (article 38 paragraph 2 Montreal Convention).

8. Data Protection

In accordance with the German Data Protection Act and other statutory provisions the Airline is authorised, within the scope of fulfilling the contract, to collect, process and utilise personal data. Such data are collected, processed, utilised and transmitted using data processing systems within the scope of the purpose of the contract. Processing or utilisation is carried out for the following purposes, within the scope of statutory provisions: making reservations, obtaining a Ticket, obtaining additional services and making payments; developing and providing services, facilitating entry and customs clearance procedures. For such purposes the Airline is entitled to collect, store, edit, bar, delete, utilise and transmit such data to its own offices, authorised representatives, as well as those providing the above-mentioned services on behalf of the Airline. The Airline is further entitled to transmit the passport data and the personal data processed and utilised by the Airline in the context of air carriage to the authorities (government departments) in Germany and other countries (including authorities in the USA and Canada) if the demand made by the authorities for such data to be transmitted is based on mandatory statutory provisions and therefore necessary for the fulfilment of the contract of carriage.

9. Miscellaneous

9.1 In the event of one or more provisions of these General Terms and Conditions of Business being ineffective, the effectiveness of the remaining provisions shall not be affected.

9.2 German law shall apply in all cases. The legal venue for commercial matters is Berlin.

Date issued: 01.10.2011