



## TERMS & CONDITIONS



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The following Charter Terms and Conditions are an integral part of the agreement between Eurojets B.V. (hereinafter Eurojets, carrier, us, our and the company) and the Client wherein Eurojets provides one or more Charter Flights for

the Client. Any amendment or variation of these Charter T&Cs is only valid if such variation or amendment has been confirmed by Eurojets in writing to the Client.

1. These General Terms and Conditions of Carriage ("GTCC") apply to all flights and other services for which a contract ("Services Agreement") has been concluded with Eurojets.
  - 1.1. "Operator" is the contracting carrier as defined in legislation governing carriage by air and the party to the contract with the Client (disregarding if the contract has been concluded with the Client or by an agent on behalf of the Client). If Operator has the carriage to which the Client is entitled handled by other carrier, such other carrier is the actual carrier as defined in legislation governing carriage by air. For the avoidance of doubt, Eurojet does not maintain operational control over the aircraft operated under their respective Air Operator's Certificate. Eurojets contracts its partners and affiliates to fulfill requests pertaining to flights and carriage by air as requested by the Client.
  - 1.2. These GTCC take precedence in the event of a conflict with any other terms and conditions in a Services Agreement or other Operator contract.
  - 1.3. References in these GTCC to "Client" (hereinafter referred to as "you", "your") include references to the Client contracting party in any Services Agreement. References in these GTCC to "Passengers" are to passengers nominated or otherwise authorised by the Client to utilise the flight services provided under these GTCC.
  - 1.4 References in these GTCC to "Provider", "Partner" or "Affiliate" denotes the contracting party with the carrier that enable us to fulfill requests as booked.

### IMPORTANT NOTICES:

- Kindly be advised that all quotes are aircraft-type specific. Tail numbers are not fixed and are subject to change within the same aircraft category (unless upgraded for operational purposes) at all times. Actual tail numbers will be confirmed 24hrs before the flight.
- For requests with 13 passengers or less quoted, the pricing module is valid only up to a maximum of 13 passengers, whereby only passenger costs will be applicable for additional passengers. Should the passenger numbers increase to 14 or more, a new quote has to be requested.
- There is an applicable VAT charge of 21% for all sectors within The Netherlands flown on Dutch-registered aircraft. Kindly be advised that this charge is not included in the price quoted to yourself and will be re-charged in the final invoice.

### §1 Scope

The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation and constitutes a contract of carriage within the meaning of Article 17(3) of Regulation EU No 1215/2012. Eurojets reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the Client, without any compensation to the Client. Eurojets is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by Eurojets at any point prior to the flight taking place. The decision to make any such changes remains with the Pilot in Command or the Management of Eurojets.

Eurojets is not obligated to agree to any requested variations of the agreed flight plan or flight details requested by the Client. Any agreed variation is subject to the company's acceptance of the related change in the total charter price and any other consequential charges.

Eurojets has the right to cancel all flights included in the flight briefing providing written notice (where possible) to the Client.

All carriage by the Carrier is therefore subject to the provisions,

### §7 Excluded / Additional Costs

Fuel and Insurance Surcharges, VIP-Terminal, de-icing of aircraft, limo-services, SATCOM services, costs of disinfection or testing of passengers for infectious

diseases and special catering requests such as e.g. caviar or sushi and special obligations and conditions of the Agreement. The Charterer is responsible for providing and ensuring that the terms of the GTCC are well understood by all passengers and that they consent to prior to each flight. All relations between the Carrier and the passengers are determined by these GTCC.

### §2 Parties

The acknowledgement of the Client by signature of the signed confirmation of the Quotation constitutes a contract of carriage between the Client and Eurojets. Eurojets explicitly reserves the right to execute the charter services. The Client acknowledges on behalf of its Passengers and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Client's individual Passengers and Eurojets, notwithstanding the issuance of a Passenger ticket by Eurojets. Client, any third Party between Client and Passenger, and Passenger shall remain jointly liable for the payment of the Charter Flight and any additional costs according to Clauses § 6,-8. § 15, as well the cost of any damages or losses caused by Passenger. It is the responsibility of the Client to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these GTCC.

### §3 Validity of the Offer

A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. Eurojets reserves the right of withdrawal of quotations even after receipt by the Client prior to its acceptance. A quotation can be given by phone, email or fax.

### §4 Currency

All prices are in EURO, unless another currency is indicated by Eurojets. Invoices are payable in EURO, unless another currency is indicated by Eurojets.

### §5 Fuel Price

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between the date of quotation and confirmation, the charter price will be adjusted accordingly.

### §6 Included Costs

Aircraft costs including crew, fuel, maintenance, air navigation and airport charges, in-flight Eurojets standard catering depending on flight time and time of day, Passenger and cargo insurances and taxes. Any expenses not included in §6 will be charged to the Client as and when incurred. The Client bears the full obligation to settle these costs promptly and per the details of the communicated invoice.



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wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to Eurojets by the Client. The quotation is based upon the Charter Flight only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, an enlarged or second flight crew will be needed and be invoiced separately. Such changes in the flight schedule or routing, which exceed the maximum crew duty time and Eurojets's ability to execute the changed flight schedule are always subject to availability of additional crew. Client acknowledges that if Eurojets has to use an enlarged or second flight crew, then there might be crew in the cabin during the flight and the crew rest area might be separated with a curtain/cab divider.

### **§8 Substitution or Sub-Charter of Aircraft, Schedule amendment**

The confirmation is aircraft type-specific and Eurojets reserves the right to provide the Client with equal or better aircraft type of the Eurojets Fleet at the same costs or with a surcharge, as applicable. In case the agreed aircraft type is not available Eurojets is entitled to provide an aircraft type of lesser value with a reduced-price offer. In the event Client does not agree to an aircraft of lesser value Eurojets may sub-charter an aircraft of equivalent value and charge any additional cost to the Client. If a substitution or sub-charter event occurs en-route the charter price of the confirmation will be reduced pro-rata accordingly. In addition, Client will pay for the commencement sector on substitution Eurojets aircraft the adjusted price for lesser or better aircraft or the sub-charter costs for equal aircraft type.

If Client finally does not agree to either (1) the substitution of agreed aircraft type by Eurojets of lesser or better value or (2) the sub-charter option, such a decision by the Client will be deemed as a cancellation according to § 11. If a substitution or sub-charter is required en-route and Client does not agree this will be classified as a cancellation of the commencement sector for which Client has to pay a pro-rata cancellation fee according to clause § 11. (3) Client accepts an up to 5h delay or an Airport up to 500 miles away as an alternate, whenever it comes to unforeseen circumstances.

### **§9 Force Majeure**

A "Force Majeure Event" is war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine (whether declared by a national authority or by an international organisation such as the United Nations) resulting in the suspension of all passenger air traffic, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions, natural disasters (such as volcanic eruptions and floods), technical reasons, detention or similar measures, accidents with aircraft, or other events over which the company has no control. The company reserves the right at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger and/or Client with another similar aircraft or cancel the flight at its sole discretion without further liability to the Client in the event that the carriage cannot be completed in accordance with Client's requirements due to a Force Majeure Event. This definition of Force Majeure Event incorporates Sections 9.2 and 9.3 (as applicable). 9.2. Where Operator (or an affiliate thereof) arranges flight services pursuant to a Services Agreement for provision of one-off flight services, the above definition of "Force Majeure Event" shall be modified to incorporate this Section 9.2.

In the event a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the sole discretion of Operator, Eurojets reserves the right to cancel the contract of carriage without liability to the Client. Where Operator cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, the Client shall only be charged the basis of the refund and cancellation policy of Eurojets.

9.3 Unless stated otherwise in mandatory (indispensable) legislation, Eurojets is not responsible for damage or loss as a result of or arising, directly or indirectly in connection with the above-mentioned circumstances. In the event that the above happens before the first leg of the flight stated in the confirmation started and no suitable solution can be found, Eurojets reserves the right to cancel the order. In this case, Eurojets shall credit the Client with an amount corresponding to the

flight in question minus all expenses already incurred. In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Client, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all costs (including any positioning flights back to home base) and expenses already incurred are smaller than the amount relating to the flight in question, Eurojets shall credit the Client with an amount corresponding to the difference. Eurojets shall not be liable for any damages to the Client or its Passengers arising from any such delay.



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### §10 Passenger/Cargo Documents

All Passengers have to comply with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. Eurojets may require passengers to provide proof, to the satisfaction of Eurojets, of certain vaccinations or the absence of infectious diseases. Eurojets takes absolutely no responsibility in case of non-compliance with any custom's requirements by the Passenger(s). Should there be any surcharges, fees, fines or similar due to a non-compliance, the Client will be billed for such costs. Eurojets takes absolutely no responsibility with the regard to visa requirements of Passengers. Should there be any levy due to the lack of required entry documents of Passengers or cargo the Client will be billed for such costs.

### §11 Payment

The Client shall make payment according to the above-mentioned terms of payment by bank transfer to the invoiced bank account. If not otherwise agreed in writing and stated on the invoice, all payments are due and to be paid prior to departure, with the full amount into our account not deducted by any bank charges whatsoever per the details of the invoice. Should Eurojets fly by order of a third party (any Party between Client and Passenger), the third party and Client are jointly and severally liable to Eurojets for the fulfilment of all payments. Eurojets offers are net and do not include any commission. Regardless, the Client remains liable at all times to settle the invoice(s) of the company and by extension any other financial obligations arising within the scope of this Agreement unless agreed otherwise in writing by both parties. If there is an explicit deviation from the main rule of payment before departure or if an otherwise agreed payment term has been agreed upon, all invoices must be paid promptly upon dispatchment.

In the event of non-payment by the Client or any other debtor of Eurojets, the debtor shall owe Eurojets, in addition to the overdue principal sum, compensation for extrajudicial costs of 10% of the principal sum, with a minimum of €500,00.

### §12 Cancellation

12.1 In case of (i) cancellation of any booked flight by the Client, (ii) a delay of any Passenger and/or Client leading to Eurojets having to cancel the booked flight, (iii) a No-Show of either the Client and/or any Passenger, or (iv) any refusal of the Client and/or any of its Passenger to conduct a flight in accordance with the requirements of the Captain in accordance with §13 – 16 and/or for flight safety or security reasons leading to the Captain to reasonably deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out below shall be applicable and payable by Client.

12.2 Eurojets undertakes to make all reasonable efforts to ensure the highest flexibility for the Client / Passenger. That said, a schedule change of more than 2 hours to any flight booking that is not the result of the actions of Eurojets will be classified as a new flight and therefore must be reconfirmed by Eurojets. If Eurojets is unable to accommodate the revised schedule change to the flight booking, the Client shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Client's responsibility to ensure that Passengers arrive adequately in advance of the scheduled departure time.

12.3 The Client shall be liable for any late arrival of Passengers. Due to Crew Duty Time Limitations Eurojets reserves the right to depart without any Passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of Passengers will also be classified as a cancellation by Client. Eurojets will not be liable to the Client for any loss or expense incurred by the Client or a Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Eurojets when a Client cancels a flight or Eurojets is forced to cancel a flight due to the conduct of the Client and/or any Passenger, the Cancellation Fees will apply as advised to the Client in accordance with the confirmation based on the scheduled time of departure therein.

12.4 The Cancellation Fee will be incurred subject to work done on the chartered mission booked and be based on the following phases:

- a) Phase 1- 20% Cancellation Fee, applicable immediately after the acceptance of the Quote and by extension these GTC. Upon acceptance, the Client incurs a mandatory payment of the Phase 1 fee which cannot be waived under any circumstances. If the services are cancelled promptly after acceptance, the Client remains liable to settle the Phase 1 fees to the company promptly after the cancellation has been communicated in writing.
- b) Phase 2- 50% of charter price if the termination takes place 1 week with written

notice to the company, less any costs incurred in the booking process.

c) Phase 3- 100% of the charter price once a flight plan and itinerary has been communicated and/or dispatched to the Client (whichever is earlier), in the form of a flight manifest.

12.5 All cancellation fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to Eurojets where a booked flight is cancelled and takes account, by way of example only, costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight and any extra services. Notwithstanding the provisions of this condition §12, where a flight is cancelled not as a result of actions of Eurojets, the costs of any additional goods



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and/or services arranged by Eurojets at the Client's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Client and shall be charged to the Client at the cost price to Eurojets. Any reimbursement of flight charges and any other amounts paid by the Client in advance of the booked flight shall be subject to the deduction of any Cancellation Fees in accordance with this condition §12 and the balance of the sum paid by the Client shall be repaid to the Client within 14 days of the date of receipt of cleared funds for the original booking. In any other circumstances (for example if the funds paid by Client are not sufficient to cover the cancellation charges), Client undertakes to make payment of any sums to cover the cancellation charges within 14 days of the date of issue by Eurojets of an invoice to the Client for such sums.

### §13 Passenger Baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

### §14 Prohibited or Dangerous Goods

Prohibited or dangerous goods must be declared as per prohibited and dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from Eurojets on request.

### §15 Smoking

Smoking may be prohibited on some Eurojets flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Client.

### §16 Captain's Authority

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a passenger requires extraordinary assistance on behalf of Eurojets' crew.

### §17 Liability for Personal & Baggage damages

Eurojets' liability in respect of each Passenger for death, wounding or other bodily injury or Baggage damage in respect of any exclusively domestic air carriage is subject to EC Regulation 2027/97 as amended by EC Regulation 889/02; for inter- national carriage, as defined in the Warsaw Convention respectively the Montreal Convention it is subject to the regulations of the Warsaw Convention respectively the Montreal Convention, EC Regulation 2027/97 as amended by EC Regulation 889/02. The Client hereby indemnifies Eurojets from any claim or damage which Eurojets may suffer from the flight, other than claims or damage caused by Eurojets own negligent or willful misconduct.

### §18 Severability

Should anyone or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby

### §19 Applicable Law and Jurisdiction

19.1 This program and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this program or its formation (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law.

19.2 In the event of any dispute arising out of or relating to this program as set out in section 19.1 above, Eurojets or any of its subsidiaries, affiliates or partners may at its/their sole and exclusive discretion refer such dispute for final resolution by arbitration under the London Court of International Arbitration ("LCIA") rules.

19.3 The language to be used in the LCIA arbitration referred to in section 19.2 above shall be English. In any LCIA Arbitration commenced under section 19.2 above, the number of arbitrators shall be one and the seat or legal place of arbitration shall be London, United Kingdom, provided that the arbitration may occur remotely.

19.4 Save in the event of a referral under section 19.2 above, the English Courts located in London shall have exclusive Jurisdiction to determine any dispute arising in connection with the program, provided that Eurojets shall retain the right to bring proceedings against member in the courts of any other competent

jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment. For the avoidance of doubt, any referral under section 19.2 shall not limit the rights of the parties to enforce (through competent courts or otherwise) any arbitral award or decision handed down pursuant to section 19.2 above.

19.5 this section 19 is without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of member and/or guests.

### § Limitation of liability

In this clause, all references to the Client or Eurojets shall include their respective related bodies corporate and contractors and each of their directors, officers, employees, servants, agents and subcontractors. "Act or omission" shall include negligence.

20.1 The Client shall not make any claim against Eurojets and shall indemnify Eurojets against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- delay, injury or death of persons carried or to be carried by the Client; and
- injury or death of any employee of the Client; and
- damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Client; and
- damage to or loss of property owned or operated by, or on behalf of, the Client; and

- any indirect, consequential or incidental loss or damage; arising from an act or omission of Eurojets in the performance (including non-performance) of this Agreement, regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law, unless act or omission of Eurojets was in breach of the Agreement and done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

20.2 The Client shall not make any claim against Eurojets and indemnifies Eurojets against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of (regardless of whether such liability arises in contract (including under an indemnity, undertaking or warranty), in tort (including negligence or strict liability), at equity, under statute or otherwise at law) damage, death, delay, injury or loss to third parties caused by the operation of the Client's aircraft arising from an act of omission of Eurojets in the performance (including non-performance) of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury would probably result.

20.3 To the fullest extent permitted by applicable laws, the warranties, conditions, representations, obligations and liabilities of Eurojets and the remedies of the Client set forth in this Agreement, are exclusive and in substitution for, and the Client hereby waives, releases and renounces all other warranties and other obligations and liabilities of Eurojets, and any other rights, claims and remedies of the Client against Eurojets, express or implied, arising by law, statute or otherwise, with respect to any breach of the Agreement, or any non-conformance or defect in any work under this Agreement, supplies, spare parts, equipment, any services (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement, including but not limited to:

- any implied warranty of merchantability or fitness;
- an implied warranty arising from the course of performance, course of dealing or usage of trade;
- any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligent act or omission of Eurojets; and
- any obligation, liability, right, claim or remedy for loss or damage to any property of the Client, including without limitation, any Aircraft.

20.4 All limitations and exclusions of liability will operate for the benefit of Eurojets and each of Eurojets's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors and the benefit of such limitations and exclusions of liability will be held on trust for each of Eurojets's related bodies corporate, subcontractors and each of their employees, directors, officers, agents and contractors. Eurojets may enforce any limitations and exclusions of liability for and on behalf of any Eurojets's related bodies corporate, subcontractors, and each of their employees, directors, officers, agents and contractors.

### §21. Assignments

The rights and privileges of this Agreement cannot be assigned or transferred, in whole or in part, by operation of law or otherwise, by Client without the prior written approval of Eurojets, which consent shall not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void.

### §22. Code of conduct

The Client acknowledges and understands that the need to ensure that exercising poor conduct in the processing period of any request with Eurojets, post warning can cause a termination of the entire booking, regardless of the stage or progress of





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the booking process made. The Client acknowledges the need for ensuring proper conduct and covenants that they will not engage in any form of improper conduct or abuse towards any Eurojets staff, employee, agent or affiliates. Failure to comply will result in termination of the contract of the booking and the Client will lose rights to claiming any associated or applicable refunds regardless of the booking progress.

### **§23. Severability**

Severability In the event that any one or more of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

### **§24. Notices**

Notices or non-routine communications between the parties will be in writing, sent by prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time. All Notices addressed to Eurojets can be shared at their registered address of Keizersgracht 555 1017DR Amsterdam, The Netherlands.

### **§25. Confidentiality**

Eurojets acknowledges that, as a result of us delivering flight services to the Client, the company and its employees may learn confidential and proprietary information relating to the Client and/or Passengers ("Confidential Information"). Accordingly, both parties undertake

not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save:

- (i) as required to deliver those flight services and any ancillary services requested by the Client and/or Passengers;
- (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by Operator of its obligations hereunder;
- (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party after providing written notice to the company;
- (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of Operator;
- (v) to an affiliate or subsidiary or strategic partner of Operator (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner).

### **§26. Penalties**

Any applicable fines or added expenses that are surmounted to a confirmed flight plan will be charged to the Client directly as informed to the carrier by the affiliate.

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# **EUROJETS**

PERSONAL FLIGHTS FULLY  
ARRANGED

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