



TERMS & CONDITIONS





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The following Charter Terms and Conditions (hereinafter “Charter T&C’s”) are an integral part of the agreement between Eurojets B.V. (hereinafter Eurojets) and the Customer wherein Eurojets provides one or more Charter Flights for the Customer. Any amendment or variation of these Charter T&C is only valid if such variation or amendment has been confirmed by Eurojets in writing to the Customer.

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 Customer, without any compensation to the Customer. 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. The decision to make any such changes remains with the Pilot in Command.

§2 Parties

The signature by an authorized employee of Eurojets on the confirmation shall constitute a binding offer by Eurojets to Customer. The acknowledgement of Customer by signature of the signed confirmation constitutes a contract of carriage between the Customer and Eurojets. Eurojets explicitly reserves the right to execute the charter services. The Customer 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 Customer’s individual Passengers and Eurojets, notwithstanding the issuance of a Passenger ticket by Eurojets. Customer, any third Party between Customer 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 as the cost of any damages or losses caused by Passenger. It is the responsibility of the Customer to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these Charter T&Cs.

§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 customer 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.

§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 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 Customer. 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 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. Customer 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/cabin divider.

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

The confirmation is aircraft type-specific and Eurojets reserves the right to provide the Customer with equal or better aircraft type of the Eurojets Fleet at the same costs. 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 Customer 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 Customer. If a substitution or sub-charter event occurs en-route the charter price of the confirmation will be reduced pro-rata accordingly. In addition, Customer 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 Customer 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 Customer will be deemed as a cancellation according to § 11. If a substitution or sub-charter is required en-route and Customer does not agree this will be classified as a cancellation of the commencement sector for which Customer 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

Eurojets reserves the further right to at any time postpone or redirect the flight or provide the Customer with another similar aircraft at the additional costs of the Customer, in the event that the flight cannot be performed with the offered/ booked aircraft due to war, warlike events, infringements of a country’s neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, the occurrence of infectious diseases, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to no other factors over which Eurojets has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the captain or of Eurojets personnel.

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 Customer 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 Customer, 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 Customer with an amount corresponding to the difference. Eurojets shall not be liable for any damages to the Customer 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 Customer 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 Customer will be billed for such costs.

§11 Payment

The Customer shall make payment according to the above-mentioned terms of payment by bank transfer to the advised bank account. If not otherwise agreed 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. Should Eurojets fly by order of a third party (any Party between Customer and Passenger), the third party and Customer are jointly and severally liable to Eurojets for the fulfilment of all payments. Eurojets offers are net and do not include any commission.

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 within fourteen days.

In the event of non-payment by the customer 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 ff 500,00.

§12 Cancellation

In case of (i) cancellation of any booked flight by the Customer, (ii) a delay of any Passenger and/or Customer leading to Eurojets having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger, or (iv) any refusal of the Customer 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 Customer. Eurojets undertakes to make all reasonable efforts to ensure the highest flexibility for the Customer / 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 Customer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Customer's responsibility to ensure that Passengers arrive adequately in advance of the scheduled departure time.

The Customer 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 Customer. Eurojets will not be liable to the Customer for any loss or expense incurred by the Customer 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 Customer cancels a flight or Eurojets is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation Fees will apply as advised to the Customer in accordance with the confirmation based on the scheduled time of departure therein.

The Cancellation Fee will be 50% of the agreed price if the contract of carriage is cancelled or 75% of the agreed price if cancelled within 2 weeks of the scheduled departure time or 100% of the agreed price if cancelled in the last week before the scheduled departure time.

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

and/or services arranged by Eurojets at the Customer's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Customer and shall be charged to the Customer at the cost price to Eurojets. Any reimbursement of flight charges and any other amounts paid by the customer 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 Customer shall be repaid to the Customer 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 Customer are not sufficient to cover the cancellation charges), Customer 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 Customer 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 Customer.

§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 international 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 Customer 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

All quotations and agreements of Eurojets, including these terms and conditions, are exclusively governed by Dutch law. The Dutch courts shall have exclusive jurisdiction to hear legal actions regarding agreements between Eurojets and third parties, without prejudice to Eurojets' right, in deviation thereof, to submit a case to another competent court.



EUROJETS

PERSONAL FLIGHTS FULLY ARRANGED

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