



Flexflight General Terms and Conditions ("Charter")

FLEXFLIGHT APS- General Terms and Conditions of Charter

1. Definitions

In these General Terms and Conditions ("GTC"):

Carrier means Flexflight ApS (the Contracting Carrier), CVR 27376770, Lufthavnsvej 50, 4000 Roskilde, Denmark, including its employees, agents and authorized representatives. Where carriage is performed by another operator on behalf of Flexflight ApS, that operator shall be considered the "Actual Carrier" within the meaning of the applicable international conventions.

Aircraft means the aircraft specified in the Charter Agreement or any substitute arranged under Clause 8.

Ferry Flight means a non-revenue positioning or repositioning flight operated solely at the discretion of the Carrier. Unless expressly included in the Charter Agreement as a billable sector, ferry flights remain the operational property of the Carrier and are not subject to modification or cancellation by the Client.

Charter Agreement means the written or electronically accepted agreement between Flexflight ApS (the Contracting Carrier) and the Charterer for the performance of the agreed flights.

Charterer means the person or entity contracting carriage with the Carrier.

Passengers means all persons authorised by the Charterer to travel under the Charter Agreement.

Mission / Trip means the complete flight itinerary agreed under the Charter Agreement, including all planned flight sectors, positioning flights, and related ground operations.

Charter Price means the price payable by the Charterer for the Mission / Trip as stated in the Charter Agreement and adjusted under these GTC.

Force Majeure means events beyond the Carrier's reasonable control as set out in Clause 19.

2. Scope and Precedence

2.1 These GTC apply to all non-scheduled flights performed by Flexflight ApS (the Contracting Carrier) under Danish law.

2.2 Any general terms of the Charterer shall not apply unless expressly accepted in writing by the Carrier.

2.3 In the event of inconsistency, the Charter Agreement prevails over these GTC; mandatory law prevails over both.

2.4 Carriage is subject to the Montreal Convention 1999 and applicable EU/EEA aviation laws, except where lawfully limited herein.

These General Terms and Conditions (Revision number 01) supersede and replace all previous versions or drafts of FlexFlight's charter terms and conditions. In case of conflict, this version shall prevail over any earlier or customer-issued terms.

3. Price and Payment

3.1 **Pricing models.** The Charter Price may be (a) hourly (e.g., ACMI, wet-lease, or hourly-charter contracts), calculated on actual block/airborne time; or (b) a fixed total for the Mission / Trip (ad-hoc, business, or private charter), covering planned operational costs for the agreed routing, including positioning, standard handling, and crew costs.

3.2 **Minimums.** Where hourly, each sector is subject to a minimum of one (1.0) flight hour or actual, whichever is greater. No minimum applies to fixed-price missions.

3.3 **Overruns.** If actual flight time, routing, or operational costs exceed the estimate by more than ten percent (10%) due to factors beyond the Carrier's control (including ATC rerouting, CTOT slot restrictions, weather holding, diversions, or delays), the Carrier may invoice the Charterer for additional costs with reasonable supporting evidence. Payable within five (5) days.

3.4 **Payment mechanics.** All payments must be received in cleared funds, free of set-off or deduction, in the invoiced currency, with all bank charges borne by the Charterer. Time of payment is of the essence. Non-payment may be treated as cancellation by the Charterer under Clause 7. The Charterer shall ensure that no withholding or deduction is made on account of taxes; if any deduction is required by law, the amount payable shall be grossed up so that the Carrier receives the full amount it would have received in the absence of such deduction.

3.5 **Pre-payment.** All flights are strictly on a pre-payment basis. No credit unless agreed in a separate written contract signed by both parties.

3.6 **Inclusions/Exclusions.** The Charter Price includes operation of the Aircraft for the agreed itinerary, flight crew, standard insurance, fuel for the planned routing, standard catering, and ordinary handling, landing, and navigation fees at the airports specified in the Charter Agreement.

It excludes, and the Charterer shall promptly pay, items such as de/anti-icing; weather-related hangarage/parking; out-of-hours charges; war-risk surcharges; special overflight/routing fees; additional landings, diversions or stopovers; ground transportation; hotels; non-standard catering; Wi-Fi/telephony; extraordinary cleaning/repair caused by Passengers; passenger duties, taxes or customs fees; and any costs arising from Force Majeure or Passenger conduct.

All such additional charges shall be payable within five (5) days of invoice. For the avoidance of doubt, once crew positioning, accommodation, or related preparatory arrangements have commenced, such costs shall be considered non-refundable and fully chargeable to the Charterer in the event of Charterer cancellation, postponement, or no-show, irrespective of whether the flight itself takes place.

3.7 **Adjustments.** If, between signing and performance, there is a material increase in fuel prices, exchange rates, taxes, or other regulatory fees directly affecting operational costs, the Carrier may adjust the Charter Price proportionally, with reasonable evidence. A third-party administration surcharge of up to seven percent (7%) may apply to external service costs (e.g., de-icing, special handling).

3.8 **Cards/platforms.** Payments by credit card or electronic platform may include processing fees and constitute irrevocable authorization for the Carrier to charge additional costs under these GTC.

3.9 **No start before funds received.** No permits, services, flight preparation, or positioning will commence until full cleared funds are received, unless expressly agreed otherwise in writing by the Carrier.

3.10 **Carrier lien; application of deposits.** The Carrier may apply any deposit or funds received to amounts then due and unpaid under the Charter Agreement and these GTC. The Carrier has a contractual lien over baggage and cargo for unpaid sums, subject to applicable law.

4. Variations and Delays

4.1 The Charterer may request itinerary changes; acceptance is at the Carrier's discretion. Accepted variations entitle the Carrier to adjust the Charter Price and recover all additional costs.

4.2 Passengers must be ready to board at the scheduled departure time; any delay exceeding sixty (60) minutes, where not caused by the Carrier, may be treated as a no-show under Clause 7.

4.3 The Carrier may alter schedules, routings, or stops when required for safety, weather, ATC (including CTOT), crew-duty limits, technical issues, or regulatory requirements. Such changes are not a breach. See also Clause 22 (Holding and ATC Delay Costs).



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5. Operational Control and Authority of the Pilot-in-Command

The Carrier retains exclusive operational control of the Aircraft and crew. The Pilot-in-Command (PIC) has absolute discretion in all safety/operational matters, including acceptance/refusal of Passengers, baggage, or cargo; routing, departure, or arrival; and any diversions, delays, or terminations. Such decisions are final and binding.

6. Passenger Responsibilities and Conduct

The Charterer shall ensure all Passengers possess valid passports, visas, health/vaccination certificates, and other required documents. Passengers consent to security screening, identity verification, and any searches or checks required by law, airport security, or the Carrier. The Carrier may refuse or disembark any Passenger lacking valid documents, refusing security checks, intoxicated, abusive, or endangering safety. Smoking (including e-cigarettes/vaping) is prohibited unless expressly authorized in writing by the Carrier and legally permitted. The Carrier may terminate or divert without refund if Passenger behaviour endangers safety, security, or good order. The Charterer shall indemnify the Carrier for fines, penalties, or expenses arising from Passenger non-compliance or misconduct.

7. Cancellation and No-Show

7.1 By the Charterer (fees as % of Charter Price):

- 15 days or more before departure → 25%
- 14 to 7 days → 50%
- 7 days to 96 hours → 75%
- Less than 96 hours before departure or after the Mission/Trip has commenced → 100% of the Charter Price is payable.

If a positioning flight has already been operated prior to cancellation, the full Charter Price (100%) shall apply, regardless of the timing of cancellation. Failure to make payment when due shall be deemed a cancellation by the Charterer and subject to the same cancellation fees.

7.2 Passenger Delay / No-Show. If passengers are not present within sixty (60) minutes of the scheduled departure time, Flexflight ApS (the Contracting Carrier) may treat the flight as cancelled, and 100% of the Charter Price shall apply.

7.3 Crew Positioning and Accommodation Costs In addition, any costs already incurred for crew positioning, commercial travel, accommodation, per-diem, or ground transport in preparation for the Mission / Trip shall remain fully payable by the Charterer and are not subject to refund, regardless of whether the flight is subsequently performed.

7.4 By the Carrier. If the Carrier cancels for reasons within its control (excluding Force Majeure or Charterer default), the Charterer's sole remedy is a refund of prepaid amounts for the cancelled sector. No consequential/indirect damages.

7.5 Partial cancellation. Pro-rata fees apply to cancelled sectors per 7.1. If any positioning or ferry flight has already been operated in preparation for the cancelled sector(s), the Carrier may charge up to 100% for the affected portion. Remaining sectors continue unless otherwise agreed.

8. Substitution of Aircraft

8.1 The Carrier may substitute the Aircraft with another of equivalent or higher standard, including via wet lease or subcharter.

8.2 The Charterer shall not unreasonably withhold acceptance; unreasonable refusal is deemed cancellation under Clause 7.

8.3 Where a third-party operator performs the carriage, it is the Actual Carrier under applicable conventions. Its general terms may apply in addition to these GTC; the more protective provision in favour of the Carrier prevails in case of inconsistency.

9. Aircraft on Ground (AOG)

If the Aircraft is unavailable due to technical defect or maintenance despite proper maintenance/operation, the Carrier will use reasonable efforts to repair or arrange a comparable substitute. The Carrier has no obligation to provide a substitute; if none is reasonably available within a reasonable period, the affected sector may be cancelled. The Charterer's sole remedy is a refund of prepaid sums for that sector. No indirect, incidental, or consequential losses (including missed connections, accommodation, ground transport, or loss of profit) are recoverable.

10. Weather and Diversions

If weather, runway/airport closure, or other operational factors beyond the Carrier's control require diversion, the Carrier is not in breach. The Charterer bears resulting additional costs (diversion handling, landing/parking, additional fuel, onward ground transport, and repositioning). The Carrier's liability is limited to safe performance to the alternate; no further compensation.

11. Crew Duty and Rest

The Carrier shall comply with flight-/duty-time limitations and rest requirements. If Passenger delay or Charterer-attributable circumstances would exceed legal limits, the flight may be delayed, suspended, or repositioned until rest is restored; the Charterer bears resulting costs (crew accommodation, allowances, transport, and any required relief-crew positioning). If limits are exceeded due to factors beyond the Carrier's control (weather, ATC/CTOT, closures, etc.), the Carrier will mitigate delay; costs are treated as unforeseen operational expenses per Clauses 3.3 and 22.

12. Passenger Duties and Taxes

Passenger duties, taxes, levies, and similar charges are generally included unless expressly stated otherwise. If such amounts are amended, reassessed, or levied retroactively after performance, the Carrier may invoice the Charterer with documentation (up to twelve (12) months after flight). Payable within five (5) days. The Charterer bears fines/penalties/administrative costs arising from inaccurate or late passenger/API data (including UK API fines up to GBP 10,000 per movement).

13. Baggage and Dangerous Goods

13.1 Baggage. Subject to Aircraft limits and PIC discretion. The Carrier may refuse baggage that cannot be safely/legally carried due to weight, balance, size, or contents. The Charterer must inform Passengers of allowances/restrictions provided in the Flight Brief or Charter Confirmation. PIC has final authority on acceptance, stowage, or offloading.

13.2 Dangerous Goods (DGR). Prohibited unless expressly authorized under IATA DGR, ICAO Technical Instructions, and applicable law. A list of prohibited/restricted articles is available on request and included in the Flight Brief. The Charterer shall ensure Passengers are informed and shall indemnify the Carrier against fines, penalties, losses, or damages arising from undeclared/misdeclared/prohibited items or failure to communicate restrictions.

14. Empty Leg Flights

14.1 An Empty Leg Flight is a non-revenue repositioning/ferry flight operated at the Carrier's discretion. The Carrier may offer passenger transportation on such a flight subject to these GTC and any notified special terms.

14.2 Empty legs are offered at a reduced price reflecting fixed routing/schedule/intent. Origin, destination, and departure time are predetermined and cannot be modified by the Charterer.



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14.3 The Carrier will notify if any sector is designated as an empty leg; such flights remain conditional upon operational feasibility and prior activity and are not guaranteed until performed.

14.4 The Carrier may cancel/terminate any empty leg at any time before departure by written notice. The Charterer's sole remedy is a refund of any Charter Price paid for the affected sector; no substitute transport or consequential loss.

14.5 Empty legs are subordinate to the Carrier's operational planning, technical requirements, and crew availability; changes may occur without liability.

14.6 Positioning/ferry flights not expressly priced as billable sectors remain solely the Carrier's property and responsibility.

15. Carriage of Pets

15.1 Requires prior written approval at booking, including species, breed, size, and weight. Subject to Aircraft capability, operational constraints, and final acceptance.

15.2 Default limit: maximum two (2) pets per flight, each up to eight (8) kilograms, unless otherwise approved in writing. All animals travel in the passenger cabin (no hold transport).

15.3 Pets must be restrained during taxi, take-off, landing, and turbulence (leash/carrier/harness). PIC retains final authority and may refuse carriage if necessary for safety.

15.4 The Charterer must provide required documents (vaccination/health certificates, pet passport, microchip proof, and any customs/entry permits) no later than seventy-two (72) hours prior to departure and present them at boarding.

15.5 The Charterer is liable for damage, soiling, odour, or excessive cleaning/reconditioning; charges invoiced per Clause 3.

15.6 The Carrier may decline certain animals/breeds (e.g., brachycephalic, exotic/wild, or unfit to travel) for safety, hygiene, or regulatory reasons. PIC/Carrier decision is final.

16. Animal Restrictions and Safety Exceptions

16.1 The Carrier may refuse or disembark any animal if safety, security, compliance, or comfort is compromised (aggressive behaviour, illness, disruption, allergy risk).

16.2 If an animal is refused entry, quarantined, or denied transport by authorities, the Charterer bears all resulting costs/liabilities (repatriation, veterinary, administrative fees, delays).

16.3 The Charterer shall indemnify and hold harmless the Carrier against claims, fines, costs, or penalties arising from non-compliant animal carriage.

17. Data Protection

Flexflight ApS acts as data controller for personal data collected in connection with the Charter Agreement. Processing is limited to what is necessary for operations, legal compliance, safety, and security. Personal data may be shared with authorities, airports, handling agents, customs, immigration, and other relevant parties as required. The Charterer warrants it has obtained necessary permissions from Passengers and has informed them in accordance with applicable law. Data is retained only as necessary. The Carrier's Privacy Policy is available on request and forms part of these GTC.

18. Sanctions and Compliance

The Charterer represents and warrants that neither it, its owners/controllers, nor any Passengers are subject to sanctions, asset freezes, trade restrictions, or travel bans imposed or enforced by the EU, UN, UK, US (including OFAC/export-control), or any other competent authority with jurisdiction. This includes restrictions relating to operations to/from/within sanctioned

territories. The Carrier is not obliged to perform any service that may breach such laws or expose it to sanctions/penalties and may suspend/terminate immediately if such risk is identified. Upon reasonable request, the Charterer shall provide information to confirm compliance. The Charterer shall indemnify the Carrier for losses, penalties, or legal costs arising from breach or false/incomplete representations.

19. Force Majeure

The Carrier is not liable for delay or non-performance caused by events beyond its reasonable control, including war, armed conflict, terrorism, sabotage, strikes/lockouts, epidemics/pandemics, quarantines, government restrictions, regulatory changes, airport/airspace closures, ATC/slot restrictions, weather, volcanic activity, natural disasters, shortages of fuel/supplies, sanctions, or technical defects occurring despite proper maintenance. Obligations are suspended during the event. If a Force Majeure event continues for more than thirty (30) days in respect of any sector not yet commenced, either party may terminate that sector; prepaid sums are refunded less irrecoverable costs. If weather/operational factors temporarily prevent departure or landing and the Carrier offers to operate with a reasonable delay once conditions permit, this is not Force Majeure. If the Charterer cancels instead, Clause 7 applies. No consequential/indirect damages. Refunds under this Clause are processed within fourteen (14) days of determination.

20. Liability

Carriage is subject to the Montreal Convention 1999 and applicable EU/national regulations. Liability for Passenger death or bodily injury is unlimited as required by law. Liability for baggage/cargo loss, damage, or delay is limited to the applicable SDR amounts. The Carrier is not liable for indirect, incidental, special, or consequential damages (including loss of profit, business, or goodwill). Except as required by mandatory law, the Carrier's total liability for any flight or Mission / Trip shall not exceed the Charter Price for the affected flight. Evidence of liability insurance is available upon request.

21. Passenger Rights Regulation

The parties acknowledge Regulation (EC) No. 261/2004 applies to publicly available scheduled services, not private, non-scheduled charter flights. The Carrier has no liability under such legislation for private/ad-hoc charters. The Charterer shall indemnify and hold the Carrier harmless against claims or proceedings made under EC 261/2004 or similar laws arising from private/ad-hoc charters.

22. Holding and ATC Delay Costs

Prices are based on planned routing, block time, and anticipated charges. If the flight incurs extraordinary holding/taxi/delay—materially exceeding normal variation or more than ten percent (10%) of planned block time—caused by ATC restrictions, CTOT delays, weather, or other factors beyond the Carrier's control, additional costs (extra fuel burn, extended crew duty, additional handling/parking, navigation/service charges) are borne by the Charterer. For ACMI/wet-lease agreements charged strictly on hourly utilisation, such delay/holding forms part of billable block time under the agreed rate. The Carrier will provide reasonable supporting documentation upon request.



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23. Operational Adjustments, Payment, and Dispute Resolution

23.1 Operational cost adjustments during trip. If additional costs arise during the Mission / Trip from circumstances beyond the Carrier’s control (fuel uplifts, ATC reroutings, duty extensions, diversions, de-icing, handling changes), the Carrier shall notify the Charterer by email/SMS/other written message. Notification is for information and does not suspend operation. Unless the Charterer immediately instructs otherwise in writing within a timeframe compatible with safe and lawful operation, the Carrier’s decision is deemed authorized and binding; the Charterer is fully liable for resulting costs, invoiced per Clauses 3 and 22.

23.2 De-/anti-icing. Per PIC decision; prior approval not required. All related costs (fluids, stand time, handling/parking) are for the Charterer and invoiced at cost per Clause 3.7. Pre-payment or immediate reimbursement may be required prior to departure.

23.3 No set-off. All invoices must be paid in full when due, without deduction, set-off, or deferment. Disputes are handled separately and do not delay payment.

23.4 Evidence. The Carrier’s operational/accounting records (including dispatch data, PPS/ForeFlight logs, handling or fuel invoices) constitute prima facie evidence of performance and associated costs. Supporting documentation will be provided on reasonable request.

23.5 Late payment. Interest accrues at eight percent (8%) above the Danish National Bank official lending rate, per Section 5 of the Danish Interest Act (Rente-loven), using the base rate published on January 1 or July 1, as applicable. Interest accrues until full payment. The Charterer is liable for reasonable legal/collection costs, including fixed compensation fees permitted under Danish law.

23.6 Governing law / disputes. Danish law; exclusive jurisdiction of the courts of Copenhagen, subject to mandatory jurisdictions under applicable international conventions.

23.7 Suspension. In addition to other rights, the Carrier may suspend performance (including withholding permits, flight preparation, and positioning) if any sum is not paid when due or if the Carrier reasonably believes the Charterer’s creditworthiness has materially deteriorated.

24. Notices and Communications

All notices, confirmations, and operational messages are valid when made in writing via email, SMS, or other electronic message sent from an authorized Carrier account or duty phone. Communications through LEON or any other approved electronic platform are considered written notices. Electronic communications are deemed received when sent, provided no delivery failure message is received. Verbal instructions/approvals (including by phone) are only valid if subsequently confirmed in writing. Any cancellation or modification is binding only when confirmed in writing by the Charterer or the Carrier. Electronic signatures and counterparts are valid; the parties agree to transact and execute documents by electronic means and in counterparts, each of which is an original and all of which together constitute one instrument.

25. Assignment and Subcontracting

The Charterer may not assign, transfer, or subcontract its rights or obligations without the Carrier’s prior written consent; any attempt without consent is void. The Carrier may refuse any proposed assignment/resale and may cancel and refund the Charter Price less incurred costs without further liability. The Carrier may subcontract or delegate performance to a duly licensed operator; Flexflight ApS remains the contracting carrier responsible to the Charterer under the Montreal Convention and applicable law.

26. Entire Agreement and No Oral Variation

These GTC, together with the Charter Agreement and any written amendments/schedules, constitute the entire understanding between the parties and supersede prior negotiations, representations, or agreements relating to the same subject matter. This 2025 Edition (Revision number 01) of the General Terms and Conditions of Charter replaces and supersedes all prior editions and any inconsistent contractual terms previously issued by the Carrier. No oral statement or representation is binding unless confirmed in writing by the Carrier. Any amendment/waiver/variation is valid only if made in writing and expressly accepted by the Carrier.

27. Severability and Survival

If any provision is held invalid/illegal/unenforceable, the remaining provisions remain in full force. The invalid provision shall be replaced by a valid term that most closely reflects the original intent and economic purpose. Provisions on payment, liability, indemnity, confidentiality, and governing law survive completion or termination.

28. Language and Interpretation

These GTC are written in English and interpreted according to their plain meaning under Danish law. In any translation discrepancy, the English text prevails. Headings are for convenience only. References to “Charterer,” “Passenger,” or “Carrier” include their authorized representatives; singular includes plural and vice versa where context requires. There are no third-party beneficiaries to these GTC or the Charter Agreement; only the parties may enforce them, subject to mandatory law.

29. Indemnities

Without prejudice to specific indemnities elsewhere, the Charterer shall indemnify and hold harmless the Carrier, its employees, agents, and subcontractors against all losses, claims, damages, liabilities, fines, penalties, and expenses (including reasonable legal/collection costs) arising from: (a) any breach of these GTC or the Charter Agreement by the Charterer or its Passengers; (b) inaccurate, incomplete, or misleading information supplied by the Charterer; (c) damage caused by Passengers to the Aircraft, equipment, or furnishings; (d) extraordinary cleaning/repair due to Passenger conduct; (e) fines, penalties, or costs resulting from immigration, customs, or dangerous-goods violations; and (f) any Passenger or third-party claims made against the Carrier under Regulation (EC) No. 261/2004 or similar legislation.

30. Confidentiality

The Charterer shall keep confidential all commercial, operational, and pricing information disclosed by the Carrier in connection with the Charter Agreement and shall not share it with third parties except as required by law or to professional advisers bound by confidentiality. Passengers and representatives shall not publish or distribute images, data, or information identifying the Aircraft, its registration, operator, or owner in a manner that may compromise safety, security, or privacy without the Carrier’s prior written consent.

31. Governing Law and Jurisdiction

These GTC and the Charter Agreement are governed by Danish law. The courts of Copenhagen have exclusive jurisdiction over disputes arising out of or in connection with the Charter Agreement, subject only to mandatory jurisdictions under applicable international conventions.