

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 authorised 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 Charterer. For the avoidance of doubt, costs and consequences arising from ferry or positioning flights may still be chargeable to the Charterer in accordance with Clauses 3, 4, and 7.
- **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, including any broker or agent contracting on behalf of a third party (see Clause 2.7).
- **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.
- **Sector Price** means the price attributable to a sector as stated in the Charter Agreement. Where no per-sector price is stated, the Sector Price is the proportion of the Charter Price corresponding to the planned block time of that sector, including any positioning or ferry flights operated in connection with it, relative to the total planned block time of the Mission / Trip.
- **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 20.
- **AOG (Aircraft on Ground)** means a condition in which the Aircraft is unserviceable due to a technical or airworthiness defect and cannot be operated until rectification and release to service have been completed.
- **Maintenance Extension** means an unforeseen prolongation of scheduled maintenance, inspection, or repair resulting in the Aircraft being unavailable for the originally agreed charter period, despite reasonable planning and preventive measures by the Carrier.
- **Commencement of Positioning** means the earliest of:
 - a) the Aircraft departing its then-current location for the purpose of operating the Mission/Trip;
 - b) crew positioning travel being initiated (ticketing/dispatch) for the Mission/Trip; or
 - c) third-party services being confirmed with non-refundable cost exposure for the Mission/Trip..

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.
- 2.5 These General Terms and Conditions (**Revision 05**) supersede and replace all previous **versions** or drafts of Flexflight's charter terms and conditions and apply to all Charter Agreements concluded on or after [effective date]. Charter Agreements concluded before that date remain governed by the revision in force when they were concluded. Customer-issued terms do not apply (Clause 2.2).
- 2.6 The Charterer confirms it has provided these GTC to all Passengers and shall ensure Passengers comply with them.
- 2.7 **Brokers and agents.** Any person or entity that books or contracts on behalf of a third party (including a broker, agent, travel management company or principal's representative) does so as principal and is jointly and severally liable with that third party for all obligations of the Charterer under the Charter Agreement and these GTC, including payment, cancellation fees and indemnities.
- 2.8 **Consumers.** Where the Charterer is a consumer, nothing in these GTC excludes or limits any right that cannot be excluded or limited under mandatory Danish or EU consumer law.

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 planned flight time, routing or operational costs on which the Charter Price is based 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 all additional costs with reasonable supporting evidence. This Clause applies to both hourly and fixed-price missions. Payable within five (5) days.

Flexflight General Terms and Conditions ("Charter")

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, at the Carrier's option, 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. Payment is deemed received only when the full invoiced amount is credited to the Carrier's account net of all bank and intermediary fees.

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. The balance of the Charter Price shall be received in cleared funds no later than [seven (7)] calendar days before the scheduled departure of the first sector, and in any event before Commencement of Positioning. For bookings confirmed less than [seven (7)] calendar days before departure, 100% of the Charter Price is due immediately upon booking confirmation.

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 (subject to Clause 3.7), 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 not stated as included in the Charter Agreement (see Clause 13); 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. Any third-party costs incurred or committed by the Carrier in connection with the Mission / Trip, including non-refundable deposits or cancellation fees, shall be fully chargeable to the Charterer, irrespective of whether the Mission / Trip is ultimately performed.

Weather-driven hangarage, protective storage, or sheltering of the Aircraft required for safety, airworthiness, or regulatory compliance shall not constitute a breach of the Charter Agreement and shall be chargeable to the Charterer at cost plus the administration surcharge under Clause 3.7(c). Extraordinary aircraft cleaning, snow or ice removal, or ground treatment required beyond normal turnaround standards due to weather conditions shall be treated as an additional charge borne by the Charterer.

3.7 Adjustments.

(a) Fuel. The Charter Price includes jet fuel at the Reference Price, being the most recent weekly Platts quotation plus the into-plane differential, as notified by the Carrier's fuel supplier for the planned uplift location(s) before the date of the Carrier's price quotation to the Charterer. If the corresponding supplier price applicable in the week of the scheduled departure of a sector exceeds the Reference Price by more than ten percent (10%), a fuel surcharge equal to the excess above ten percent (10%) shall be applied to the Fuel Element of that sector, evidenced by the supplier's notifications for the two dates. The Fuel Element is the fuel cost stated in the Charter Agreement or, where not stated, the planned fuel uplift for the sector multiplied by the Reference Price. No adjustment is made where the applicable price is lower than, or within ten percent (10%) above, the Reference Price.

Example: Reference Price USD 1,000/MT; supplier price in the week of departure USD 1,150/MT (+15%). The fuel surcharge is 5% of the Fuel Element of that sector.

(b) Other costs. Material changes in exchange rates, taxes, or other regulatory fees directly affecting operational costs between the date of the Carrier's price quotation and performance may be passed on proportionally on the same evidential basis.

(c) Administration. A third-party administration surcharge of up to seven percent (7%) may apply to external service costs (e.g., de-icing, weather-related hangarage, 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. The Carrier may require additional prepayment, a security deposit, or card pre-authorization at any time where (i) additional costs are anticipated, (ii) third-party suppliers require deposits, or (iii) the Carrier reasonably considers the Charterer's payment risk has increased. The Carrier may suspend or delay performance until such security is received.

3.9 No start before funds received. Except as provided in Clause 3.10, no permits, services, flight preparation, or positioning will commence until the required pre-payment(s) under the Charter Agreement and these GTC have been received in cleared funds, unless expressly agreed otherwise in writing by the Carrier.

3.10 Advance Payment for Planning and Preparation. Unless expressly agreed otherwise in writing by the Carrier, a minimum non-refundable advance payment of twenty-five percent (25%) of the estimated Charter Price is due immediately upon booking confirmation. Receipt of this advance payment is a condition precedent to the commencement of any planning, preparation, permitting, crew assignment, or operational activity by the Carrier. Failure to receive the advance payment when due entitles the Carrier, at its discretion, to suspend all preparations or to treat the Charter as cancelled by the Charterer in accordance with Clause 7. For the avoidance of doubt, booking confirmation constitutes authorization for the Carrier to commence planning and preparation once the advance payment has been received. The advance payment does not constitute a reservation fee nor a limitation of the Charterer's liability under Clause 7.

3.11 VAT. All prices are exclusive of VAT. VAT and any other applicable sales taxes are added where required under Danish or other applicable law.

4. Schedule, Changes, Delays and Positioning

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

4.3 Operational Authority. The Carrier may alter schedules, routings, or stops when required for safety, weather, ATC (including CTOT), crew-duty limits, technical issues, or regulatory requirements. An airport shall be considered suitable only if, in the Carrier's and Pilot-in-Command's judgment, it meets all operational, performance, weather, infrastructure, regulatory, and safety requirements at the relevant time. Such changes are not a breach. See also Clause 23.

4.4 Flight Schedule and Times. Times stated in schedules/itineraries are approximate and not guaranteed. The Carrier shall use reasonable efforts to operate accordingly but may amend times where circumstances are beyond the Carrier's control or required for safety/operational reasons (including weather, ATC restrictions, airport/slot limitations, crew duty requirements, or technical considerations). Any additional costs incurred as a result shall be borne by the Charterer.

Flexflight General Terms and Conditions ("Charter")

4.5 Positioning Flights and Diversions. Any positioning, ferry, or empty-leg flights performed to position the Aircraft to the agreed point of passenger pick-up form part of the Carrier's operational preparation and do not constitute passenger transport. Uninterrupted or on-time completion is not guaranteed. Any delay, diversion, or disruption for reasons beyond the Carrier's reasonable control shall not constitute a breach. Any additional costs shall be borne by the Charterer. For the avoidance of doubt, any cancellation following Commencement of Positioning shall be treated in accordance with Clause 7.

4.6 Pre-Pickup Diversion / Change of Departure Point. If, prior to passenger embarkation, the Aircraft diverts, lands at an alternate aerodrome, or is otherwise unable to arrive at the agreed point of passenger pick-up as planned for operational, technical, weather-related, ATC, crew duty, safety, security, or regulatory reasons, this shall not constitute a breach. Where the Carrier designates an alternative departure point, the Charterer is responsible for ensuring passengers reach that departure point in time for departure. Any resulting additional costs (including passenger ground transport, accommodation, handling, permits, airport charges, or waiting time) shall be borne by the Charterer

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/arrival; and any diversions, delays, or terminations. Such decisions are final and binding. De-icing and anti-icing procedures are safety-critical determinations made solely by the Pilot-in-Command and are not subject to Charterer approval, delay, or instruction.

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.

The Charterer shall provide complete and accurate passenger data (including passport details where required) no later than 24 hours prior to departure, or earlier where required by law for the route. The Carrier may refuse to operate or may delay departure until compliant data is received; resulting costs are for the Charterer.

7. Cancellation and No-Show

7.1 By the Charterer (fees as % of Charter Price) or, in the case of partial cancellation, of the Sector Price of the cancelled sector(s)). Unless the Mission / Trip has commenced, the applicable percentage is determined by the time remaining until the scheduled departure of the first cancelled sector:

- Upon Signature: 25%, minimum EUR 1,500
- Less than 7 days before the scheduled departure: 50%, minimum EUR 3,000
- Less than 72 hours before the scheduled departure → 75%, minimum EUR 6,000
- Less than 24 hours before the scheduled departure → 100% of the Charter Price is payable.

Once the Mission / Trip has commenced, including upon Commencement of Positioning, 100% of the Sector Price of every cancelled sector is payable, irrespective of the time remaining before its scheduled departure. The minimum amounts above apply per cancellation, including partial cancellations. Failure to make any payment when due may, at the Carrier's option, be treated as a cancellation, triggering the applicable cancellation fees and third-party cost recovery. Cancellation fees are without prejudice to, and in addition to, any irrecoverable third-party costs incurred or committed.

7.2 Passenger Delay / No-Show. Unless expressly agreed otherwise in writing by the Carrier, if passengers are not present within sixty (60) minutes of the scheduled departure time, the Carrier may treat the flight as cancelled, and 100% of the Charter Price shall apply.

7.3 Crew Positioning and Accommodation Costs. Any costs already incurred for crew positioning, commercial travel, accommodation, per diems, or ground transport in preparation for the Mission / Trip shall remain fully payable and are not refundable, 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. Where the Charterer cancels one or more sectors of the Mission / Trip, cancellation fees apply to the Sector Price of the cancelled sector(s) in accordance with Clause 7.1. Fees for partial cancellation are in addition to any third-party and crew costs under Clauses 7.1 and 7.3. Remaining sectors continue unless otherwise agreed in writing.

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 In the event of inconsistency between these GTC and any terms of an Actual Carrier, the Carrier may apply the provision reasonably necessary to reflect operational reality and cost allocation, provided mandatory law is not infringed.

8.4 Any additional cost of a substitute aircraft under Clause 8.1 is borne by the Carrier, unless the substitution results from a Charterer request or Charterer-attributable circumstances. Substitution with an aircraft of equivalent or higher standard does not entitle the Charterer to a price reduction.

Flexflight General Terms and Conditions ("Charter")

9. Aircraft Unavailability (AOG / Maintenance)

If the Aircraft becomes unavailable due to a technical defect, maintenance extension, or any other airworthiness-related reason despite proper maintenance and reasonable foresight, the Carrier shall not be deemed in breach of contract.

The Carrier may, at its sole discretion, attempt to rectify the issue or to arrange a substitute aircraft on commercially reasonable terms. The Carrier is under no obligation to provide a substitute aircraft or to procure equivalent transport.

If no substitute aircraft is provided, or if the Charterer declines any substitute offered, the affected sector shall be cancelled. In such case, the Charterer's sole and exclusive remedy shall be a refund of prepaid sums for the cancelled sector only, without any further compensation or liability of any kind.

The Carrier shall not be liable for any consequential, indirect, incidental, or special losses, including but not limited to missed connections, accommodation, alternate transport, or loss of profit, business, or opportunity.

The Carrier shall notify the Charterer without undue delay upon becoming aware of any event likely to cause a maintenance extension or AOG affecting the agreed schedule. Where possible, such notice shall be provided not less than twenty-four (24) hours before the planned departure time, together with updates on the estimated return to service.

The Carrier shall ensure that the Aircraft presented for charter is in an airworthy condition and released from any maintenance prior to departure. If the Aircraft is undergoing scheduled maintenance before the charter and there is a reasonable risk that such maintenance may extend beyond the planned release date, the Carrier shall inform the Charterer as soon as such risk becomes known.

Nothing in this Clause excludes or limits any liability that cannot be excluded or limited under the Montreal Convention 1999 or other mandatory law.

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. The Carrier has no obligation to divert to the geographically closest airport, nor to provide or fund onward transportation, accommodation, or other passenger arrangements following a diversion. Nothing in this Clause excludes or limits any liability that cannot be excluded or limited under the Montreal Convention 1999 or other mandatory law.

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 23.

12. Payload, Weight & Balance and Performance Limits

Acceptance of passengers, baggage, and cargo is subject to aircraft weight, balance, performance, runway, weather, and regulatory limitations, as determined by the Pilot-in-Command. The Carrier may restrict passenger numbers, baggage, fuel load, or routing, or require technical stops or offloading at any time for safety or compliance reasons. Such measures do not constitute a breach of contract.

13. Passenger Duties and Taxes

Passenger duties, taxes, levies, and similar charges are included only where stated in the Charter Agreement; otherwise, they are invoiced in addition under Clause 3.6. 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).

14. Baggage and Dangerous Goods

14.1 **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.

14.2 **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.

14.3 **Baggage complaints and time limits.** Any complaint regarding damaged baggage must be made in writing as soon as possible and, in any event, within **seven (7) days** from the date baggage is made available. Complaints regarding delayed baggage must be made in writing within **twenty-one (21) days** from the date baggage is made available.

15. Empty Leg Flights

15.1 An Empty Leg Flight is a 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.

15.2 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.

15.3 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.

15.4 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.

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

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

Flexflight General Terms and Conditions ("Charter")

16. Pets and Animals

16.1 Carriage of pets/animals requires prior written approval at booking, including species, breed, size, and weight. Subject to Aircraft capability, operational constraints, and final acceptance by the Carrier/PIC.

16.2 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).

16.3 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, security, hygiene, compliance, or comfort.

16.4 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.

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

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

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

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 that the Mission / Trip is a private charter of the whole Aircraft that is not offered to the public, and consider that Regulation (EC) No. 261/2004 does not apply to it. To the extent that Regulation (EC) No. 261/2004 or similar legislation is held to apply, 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. ATC Delays, Holding and Ground Time

Prices are based on planned routing, block time, and anticipated charges. If the flight incurs extraordinary holding/taxi/delay of more than ten percent (10%) of planned block time (consistent with Clause 3.3)—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.

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:** De-icing and anti-icing procedures are determined solely by the Pilot-in-Command for safety and operational reasons. All related costs (including fluids, stand time, handling, equipment, parking, and associated services) shall be borne by the Charterer and invoiced at cost plus the administration surcharge under Clause 3.7(c). Such costs are chargeable irrespective of whether the de-icing occurs during passenger sectors or during positioning, ferry, or preparatory flights performed in connection with the Mission / Trip, including flights positioning the Aircraft to or from the agreed passenger departure point. Delays resulting from de-icing or anti-icing procedures shall not constitute a breach of the Charter Agreement and do not give rise to any right of refund, reduction, or compensation.

Flexflight General Terms and Conditions (“Charter”)

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 upon written request and normally within **ninety (90) days after completion of the relevant Mission / Trip**. Where invoices from third-party suppliers (including but not limited to fuel providers, ground handling agents, de-icing providers, airports, or navigation service providers) are received by the Carrier after this period, the Carrier may invoice such costs to the Charterer upon receipt of the supplier invoice.

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:** See Clause 31.

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.

23.8 **Claims and Complaints:** Any claim or complaint by the Charterer arising from the Mission/Trip must be notified to the Carrier in writing within **fourteen (14) days** of completion of the relevant sector, failing which it is waived to the maximum extent permitted by law.

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 or schedules, constitute the entire understanding between the parties and supersede all prior negotiations, representations, or agreements relating to the same subject matter. This edition replaces all prior editions for Charter Agreements concluded on or after its effective date (Clause 2.5). No oral statement, assurance, itinerary, schedule, or operational communication shall be binding unless confirmed in writing by the Carrier. Any amendment, waiver, or 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.

32. Limitation Period

Any action for damages must be brought within two (2) years from the date of arrival at destination, or from the date the Aircraft ought to have arrived