

- A) The supply of all services (which shall include all deliverables) (the 'Services') by Private Jet Concierge Limited ('PJC') to a customer (the 'Client') is subject to these Standard Terms & Conditions of Business ('Standard Terms').
- B) Any order issued by the Client or its representative in writing or by e-mail shall be deemed to be an acceptance of these Standard Terms in full.
- C) Any other terms and conditions as may be issued or used by the Client are herewith explicitly deemed as not applicable.
- D) Client is understood to encompass the actual person placing the order as well as the entity/natural person on whose behalf an order is placed, regardless of the legal relationship between these parties, whether it is as an aircraft crew-member, agent, direct representative or any different relationship whatsoever. The person signing an order certifies that they are properly authorised to issue such orders in the normal course of business of the Client and to accept these Standard Terms on the Client's behalf.

ARTICLE I : Services, Disclaimer

- 1. PJC shall provide Services to Client as agreed or otherwise more particularly defined in a specific written order.
- 2. PJC shall be conscious of its obligations to Client. Service shall be prompt, reliable, courteous and effective. PJC shall carry out the duties it has undertaken for Client diligently, with reasonable care and skill and with due regard to the public interest.
- 3. PJC shall discuss and agree with Client any significant changes in the Services aspects of the assignment which may arise.
- 4. PJC shall avoid any action or situation inconsistent with its professional obligations or which in any way might be seen to impair its professional integrity. For this purpose, PJC shall maintain a fully independent position with Client at all times.
- 5. Client shall provide PJC with all information which is necessary to PJC in order to perform the required Services.
- 6. PJC retains the right to make any changes to the Services as necessary to comply with any applicable law or safety requirement, or where such changes do not materially affect the nature or quality of the Services.
- 7. Client shall not engage any other party to provide or supply the whole or part of the instructions given by Client to PJC without prior consultation with and agreement of PJC.
- 8. Client shall give PJC timely advice of any change in circumstances which could affect the completion or validity of PJC's discharge of Client's instructions.
- 9. PJC shall ensure an adequate level of staffing to provide the Services.
- 10. PJC's representatives shall make themselves available to the Client as reasonably required from time to time to keep the Client fully informed of the progress of the Services being provided. PJC shall promptly report by electronic mail the progress to the Client at any reasonable time within normal business hours (0900-18.00 local UK time Monday-Friday) upon request and, where deemed practical and appropriate by PJC in its sole opinion and subject to staffing, outside these business hours.
- 11. All quotations issued by PJC are without obligation on its part and pricing and/or samples are merely indicative. Final prices will only be established upon invoicing by PJC.
- 12. Small and usual deviations in size or weight do not compromise the conformity of an order. Sizes and weights indicated on PJC's website, forms or other materials are provided in good faith and are representative, however may be subject to third-party supply and/or availability and are not considered contractual obligations.
- 13. All items offered by PJC on its website, proposals and other marketing material are subject to continued manufacture and/or availability and ready supply at stockists and also to pricing on the day of supply which may also be subject to currency fluctuation. PJC is acting as Client's purchasing agent in effecting supply.
- 14. PJC strives to deliver the order at the time indicated in the order confirmation. This time of delivery is only indicative unless explicitly agreed otherwise in writing. The time of delivery is based on all relevant circumstances as known at the moment that PJC confirms the order. When these circumstances change, regardless the cause thereto, after the order is confirmed, PJC may unilaterally reasonably change the time of delivery. Unless agreed otherwise, PJC is permitted to deliver the order in separate and partial deliveries.
- 15. PJC does not take back any ordered items unless PJC has agreed thereto in writing. Extra costs incurred by taking back any ordered items are exclusively for the account of the Client. The day value of the goods, but not to exceed invoice value, will then be credited to the Client where deemed appropriate by PJC at its sole discretion.
- 16. Delivery of an order takes place at the location specified in the order confirmation. The Client is responsible for the availability and accessibility of the delivery location, as well as for any relevant formalities. Extra costs incurred by delay or impossibility of delivery by PJC and/or receiving the delivery by the Client at the relevant delivery location, regardless the cause thereto, are for the Client's account. Such extra costs may include, for example, parking costs, demurrage, transshipment, storage and refrigeration of the goods. When any part of an order is not accepted and received within due time, PJC is entitled to, in view of mitigating damages, take back all or part of the goods, to sell off the goods at the expense and risk of the Client or to dispose of the goods otherwise.
- 17. PJC may either transport the order itself or outsource the transport to a third party. PJC may at its sole discretion choose the mode of transport.
- 18. PJC will diligently pack orders. When an order is subject to additional packing requirements due to possible applicable law and regulations, transport requirements or delivery location, extra costs thereto are for Client's account. PJC is not obliged to take packing materials back, regardless whether such are re-useable or not. When PJC agrees to take back packing materials, extra costs related therewith are for Client's account.
- 19. Receipt of goods and transfer of risk occurs when Client takes physical possession of goods, however title is not passed from PJC to Client until PJC's invoices are paid in full. Client shall check condition of goods immediately upon receipt and advise PJC within one hour of any discrepancy or damage, in such event providing concurrent photographic evidence. In the absence of any such notice within this period, goods will be deemed totally satisfactory to Client and no further claim for discrepancy or damage shall be entered into by PJC or made by Client.

ARTICLE II : Amendments and Cancellations

1. PJC shall take all reasonable steps to comply with any requests from the Client to amend or halt any plans or to cancel any orders in process insofar as this is possible, also, where applicable, within the scope of any PJC obligations to sub-contractors and suppliers.
2. Any amendment or cancellation shall be implemented by PJC only on the understanding that the Client will be responsible for any charges incurred as a result of the cancellation or amendment and which cannot be recovered by PJC (including but not limited to charges arising in relation to agreed third party commitments which have been entered into in connection with the provision of Services), however Client shall have no such responsibility where request for change arises out of PJC's default.
3. For the avoidance of doubt, in the event of cancellation by Client, any deposits or other payments made to PJC on account shall be non-refundable.

ARTICLE III : Authority to Contract

1. PJC shall have no authority to bind, obligate or commit Client by any promise or representation unless specifically authorised by Client in writing in a particular transaction.
2. Notwithstanding the above, when purchasing goods from third-party suppliers, PJC only acts on behalf of and for the account of Client and PJC is therefore authorised by the Client to instruct such third-parties to execute its orders without further consultation and may agree to any general terms and conditions, including limitations of liability, as used by these third-parties.
3. No employee or agent of PJC is authorised to conclude any binding agreement on behalf of PJC, its subsidiaries or associates with another party other than if confirmed by duly authorised signatories in writing.

ARTICLE IV : Fees, Payment, Title to Goods

1. Client shall to pay PJC a fee and/or other fees and charges as defined in the Company's current Price List and/or Letter of Engagement.
2. PJC reserves the right to negotiate a revised fee and expense structure in the event that the requirements of the Client change and such changes are accepted by PJC.
3. All payments shall be made by Client to PJC by bank transfer, debit or credit card in the agreed currency and otherwise in accordance with invoice instructions. Bank remittance and similar costs, together with exchange rate differences, shall be for the account of the remitter and may be recharged as an additional disbursement if incurred by PJC.
4. Where PJC provides services to the Client within the United Kingdom, then VAT shall be additionally charged to the Client at the prevailing rate.
5. Prepayment shall be made by Client to PJC on engagement, on account and prior to provision of the Services, in an amount equal to the anticipated total fees, charges and expenses.
6. Client shall ensure that its account with PJC remains in credit at all times and shall upon written request by PJC make further payment(s) on account against interim statement(s) as may be properly issued by PJC for work already completed or in process. Monies first in may be credited towards the discharge of aged invoices.
7. Any invoice queries must be raised within seven (7) days of date of issue of PJC's invoice.
8. In the case of default by Client on timely payment of any fees, charges, expenses or other charges due to PJC, then PJC reserves the right to withdraw its services with immediate effect and without recourse.
9. Rights in and title to all goods supplied shall remain solely vested in PJC until invoices are paid in full.

ARTICLE V : Third Party Services, Expenses

1. No payments shall be made by PJC to third parties on behalf of the Client without receipt by PJC in cleared funds of the required amount(s) at least 24 hours in advance of when payment is due to the third party, unless pre-paid in full by charge/credit card.
2. PJC shall be entitled to charge Client all costs relating to any arrangement which is entered into by PJC on behalf of Client. PJC acts as Client's purchasing agent when incurring expenditure in relation to the provision of Services and supply of goods and the Client is responsible for the correct tax treatment of all such disbursements and incidental expenses.
3. Client shall immediately reimburse PJC against invoice for reasonable out-of-pocket expenses that PJC incurs in the accomplishment of the Services. Any unusual expenses are to be agreed upon by the parties prior to expenditure.
4. Expenses and third-party charges incurred and paid in the first instance by PJC shall be subject to a fifteen per cent (15%) disbursement fee.
5. Rates for agreed expenses shall be as stated in a separate Expenses Schedule attached hereto as Schedule B.

ARTICLE VI : Confidentiality

1. PJC has a policy to not name or otherwise identify clients, nor comment on passenger identities, requirements or aircraft routings, unless required by law, except where initiated by Client in a specific relationship.

ARTICLE VII : Indemnities, Liabilities

1. Client is solely responsible for fitness of purpose, aviation certification requirements, safe stowage, safe handling and use of all items ordered from and/or supplied by PJC.
2. PJC uses reasonable skill and care in the provision of the Services, however, PJC accepts no liability for any loss or damage caused as a result of any storage or use by the Client of any goods provided.
3. Links on PJC websites and/or the naming of third parties, service providers and brands does not construe an endorsement of any or all of such parties by PJC, respective quality, nor signify that PJC is an authorised agent or reseller of such third parties.

4. The Client will indemnify PJC and its officers and employees against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with material supplied prepared or approved by the Client, unless arising as a result of any fault, negligence or unauthorised act on the part of PJC, its employees or agents.
5. The Client will indemnify and keep indemnified PJC and its officers and employees against any loss, damage or other liability in respect of any employee at any time of the Client whether such loss, damage or liability arises before, on or after the date on which PJC's Services commence, save as where such loss, damage or liability arises as a direct result of the negligence of PJC.
6. Except as expressly set forth in these Standard Terms, all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Services are excluded to the fullest extent permitted by law and in no event shall PJC be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not PJC is advised of the possibility of loss, liability, damage or expense): loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of operating time or loss of use; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified above);
7. The aggregate liability of PJC to the Client with respect to all claims under or in connection with the Services shall be limited to damages not exceeding the total fees payable by Client to PJC (excluding third-party charges and disbursements) in the three (3) months immediately prior to the date of any claim or series of connected claims.
8. No claim may be brought against PJC's directors, officers, employees, servants or sub-contacted PJC's personally.
9. This Article shall survive the termination of the Term, being the period from receipt of Order to delivery by PJC to the Client.

ARTICLE VIII : Termination, Engagement of PJC Personnel or Sub-Contractors

1. In addition to any other rights or remedies, either party may terminate the Agreement on written notice if the other party:
 - (a) being a body corporate, (i) is unable to pay its debts as they fall due, (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets, (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction; or
 - (b) being an individual, (i) is subject to a bankruptcy petition or order made against him/her, or enters into any composition or arrangement with or for the benefit of his/her creditors, or (ii) if a receiver (including fixed charge or court appointed), manager, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of that other party;
 - (c) is listed on any European Union, United Kingdom, United Nations or United States of America Sanctions List, or may be reasonably considered to be subject to such sanctions or be avoiding or circumventing such sanctions.
2. The termination of the Services for any reason shall not affect those provisions having effect after termination.
3. In event of termination for any reason, PJC shall be entitled to payment in full in respect of (a) for all services provided to date, and (b) all expenses and third-party charges incurred to date or otherwise committed, plus disbursement fees, immediately due and payable by Client against PJC's invoice without set-off.
4. The Client shall not employ, or offer employment or other form of engagement to, or enter into any business relationship with, any of PJC's personnel or sub-contractors, or other entities effectively controlled by any one or more of them, during provision of the Services or for a period of one (1) year after the end of the Term, without both the written consent of PJC and immediate payment by the Client to PJC of a one-time introductory fee equivalent to gross fees (excluding billed third-party charges and disbursements) invoiced by PJC to Client in the previous six months.

ARTICLE IX : Miscellaneous

1. *Third Parties:* These terms and conditions set out the rights and obligations as agreed between PJC and Client only. All work done provided is for the Client's use and benefit only and PJC's duty of care is to the Client and not to any third parties. No responsibility to any third party to whom any PJC-supplied Services or goods or into whose possession they may come is accepted. Nothing herein will confer on any third party any benefit or right to enforce any of these Standard Terms or to rely on any work done or goods supplied by PJC.
2. *Subcontracting:* PJC may sub-contract to another body corporate or person the performance of any of the Services.
3. *Supply of Goods:* Where physical goods are being supplied, risk shall pass to the Client on signature by an authorised Client representative of the PJC's delivery documentation accompanying such goods. Warranties (if any) applicable to such items shall be those of the manufacturer or original vendor. Title shall pass on payment by Client of PJC's respective invoice.
4. *CISG:* The United Nations Convention on Contracts for the International Sale of Goods is not applicable to the Services provided hereunder, as well as any other international conventions that may be excluded.
5. *Export Controls:* These terms and conditions impose continuing obligations on Client to act at all times in strict compliance with all applicable export controls, including without limitation export regulations of the European Union (EU), United Kingdom (UK), United States of America (USA), and/or United Nations (UN).
6. *Independence:* Nothing herein or the supply of goods hereunder shall create or be deemed to create a partnership or the relationship of employer and employee between the parties and neither party shall have authority to bind the other in any way, except as set out in these Standard Terms.
7. *Copyright of Photographs:* Where any photographs are taken of a Client aircraft and provided to Client at Client's request, as part of a photo-package or otherwise, copyright shall remain vested in PJC. However, Client shall have a free-of-charge licence to use such photographs for its own internal business purposes or the marketing of its aircraft for sale. No third party shall be entitled to make any use of such photographs without express permission in writing of PJC.
8. *Severance:* If any provision of these Standard Terms is held by any court or other competent authority to be void or unenforceable in whole or in part, it shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

9. *Headings*: Headings in these Standard Terms & Conditions of Business are provided for ease of reference only and have no legal meaning.
 10. *Notices*: All notices between the parties with respect to the supply of services shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or recorded delivery or (iii) on sending if sent by email (provided that a copy is also sent by post in accordance with (ii) above), provided that in each case the notice is sent to the last known address of the Client
 11. *Good Faith*: Neither party will do or omit to do anything which would bring or might be expected to bring the other party into disrepute.
 12. *Reliance*: Neither party shall rely on any representation, warranty, promise, assurance, undertaking or other provision (whether in writing or not) except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of the Agreement shall be for breach of contract under its terms.
 13. *Force Majeure*: If either party is prevented or delayed by Force Majeure from the performance of any of its obligations hereunder (the "Defaulting Party"), then the Defaulting Party shall not be liable to the other party for delay or non-performance of its obligations so affected and such delay or non-performance shall not constitute a breach of the agreement between the parties. "Force Majeure" shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including, but not limited to, any strike, lockout or other industrial action, any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance, any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster, delay in supply, delay in transport or importation, and the death or incapacity of either PJC's or Client's controlling minds. In the event the Client is prevented from performing its obligations for reasons of Force Majeure, Client shall pay PJC ten per cent (10%) of agreed fees by way of one-off final compensation in addition to all Fees and Charges for work completed and all costs for all work that has been completed, committed or cannot be cancelled.
 14. *Sovereign & Diplomatic Immunity*: Client irrevocably waives any rights it may have to claim Sovereign or Diplomatic Immunity.
 15. *Entire Agreement*: The Purchase Order together with these Standard Terms & Conditions of Business constitute the entire agreement between the parties with respect to the Services, and supersede all communications, representations or agreements, either oral or written, between the parties with respect to the matters contained herein. No agreement or understanding varying the terms and conditions of this Service Agreement shall be binding on either party unless made in writing and signed by duly authorised representatives of both parties. In the case of PJC, only a director of the company is deemed to be such an authorised representative.
 16. *No Waiver*: No failure or delay on the part of the PJC to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise by the PJC of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy.
 17. *Governing Law*: These Standard Terms and Conditions of Business and Service Agreement hereby created shall be governed by the laws of England. Any dispute arising out of or in connection with the agreement created, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, mutually agreed by the parties hereto. In the event that a single arbitrator cannot be agreed by the Parties, then each Party hereto shall appoint one arbitrator who shall select a third and the number of arbitrators shall be three with a majority of two prevailing. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.
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