

General Terms and Conditions Silver Flight B.V. (21-09-2022)

SCOPE OF APPLICATION / DEFINITIONS

Clause 1. Scope of Application

These General Terms and Conditions apply, unless otherwise agreed in writing, to all flights which are booked at or carried out by Silver Flight.

These General Terms and Conditions are available from Silver Flight and are accessible on the Silver Flight Website.

These General Terms Conditions of Carriage are applicable to the extent that they are not contrary to mandatorily applicable Conventions, Regulation, laws and regulatory requirements or the rules governing public order, in which case, said laws or rules shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of other provisions, except where the Charter Agreement could not continue to apply without the provision that has been declared invalid and ineffective.

Clause 2. Definitions

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

Aircraft means a Pilatus PC-12, a Pilatus PC-24, or an at the sole discretion of Silver Flight similar aircraft.

Charter Agreement means the Charter Agreement stating the contractual obligations between Silver Flight and Charterer. The Charter Agreement may be considered similar to a non-transferable ticket.

Charterer means a natural person or a judicial person, including but not limited to a corporation, company, association, firm, partnership, society, joint-stock company, or governmental authority. Charterer also includes a trustee, receiver, assignee, successor, or similar representative of the natural or judicial person which entered into a Charter Agreement.

Dangerous Goods: Dangerous Goods included in the IATA Dangerous Goods Regulations (as amended). A comprehensive list can be found here <https://www.iata.org/en/publications/dgr/>. Dangerous goods include, but are not limited to, compressed gasses (combustible, non-combustible and toxic), corrosive agents, wet cell batteries, explosives, weapons, ammunition, fireworks, combustible liquids, paint, lighter gas, matches, bleaching agents, magnetic materials, oxidizing liquids and radioactive materials.)

General Terms and Conditions means these General Terms and Conditions Silver Flight B.V.

Silver Flight means the limited liability company Silver Flight B.V., incorporated under the laws of The Netherlands and having its statutory seat and registered office in (1117 BD) Schiphol-Oost, The Netherlands, at the Thermiekstraat 58, registered under number 75035448 in the Dutch trade register of the Chamber of Commerce.

Silver Flight Website means www.silverflight.nl.

Standard Catering includes hot and/or cold drinks and simple snacks, to be determined by Silver Flight and depending on location, number of passengers, time and duration of the flight.

AIRCRAFT AND CREW

Clause 3.

Silver Flight shall provide an airworthy, fuelled and crewed Aircraft for the Charterer. Silver Flight can without price reduction use other similar Aircrafts to carry out the agreed flight.

Clause 4.

The captain of the Aircraft is at all times entitled to reject passengers or goods, if it is deemed necessary according to the circumstances. The staff of Silver Flight is solely governed by the powers of direction of Silver Flight.

PRICE, PAYMENT, OTHER COSTS, CANCELLATION

Clause 5.

The price includes all costs as described in the first column of Appendix I, unless otherwise agreed. However, any other costs (hereafter: "Other Costs"), including but not limited to the costs mentioned

in the second and third column of appendix 1, the costs as mentioned in clause 6 or any charges of operational character, shall be invoiced net according to clause 7. Notwithstanding the previous sentence the hereafter mentioned fuel surcharges, if any, are not included in the price and / or the Other Costs. Due to regulations and fluctuating oil prices Silver Flight applies fuel surcharges. Every quarter the fuel surcharge (FSC) will be calculated based on the actual oil prices.

Silver Flight reserves the right to use any free capacity including but not limited to possible ferry flight legs of the Aircraft including before, during or after the availability period without compensation to the Charterer or price reduction.

The ultimate owners of the Charterer are jointly and severally liable with the Charterer for any claim which Silver Flight may maintain towards the Charterer. The Charterer and the party (personally) placing the order guarantee by their order that the ultimate owners are informed of and have accepted this provision.

Payment of the agreed price is due 3 days before the flight. Upon Payment later than 3 days before the flight, Silver Flight will be entitled to cancel the flight at its sole discretion and the Charter Agreement will then be considered void.

In case the flight is booked less than 3 days before the flight, payment of the agreed price has to be done within 24 hours and at least 2 hours upon the flight is scheduled

Clause 6.

The price does not include expenses which arise as a consequence of delay of passengers or goods prior to the commencement of the flight or prohibition against transport as a consequence of e.g. public or medical orders, pandemics and epidemics, bans, investigations or the like, and Silver Flight is in no way liable for any costs connected to this. The Charterer shall refund costs, which Silver Flight has been compelled to pay in the aforementioned connection. Silver Flight is further entitled to compensation for waiting time regardless whether it is due to conditions of the Charterer or not.

Clause 7.

The Charterer is liable for payment of Other Costs. If Silver Flight has had any Other Costs the Charterer shall reimburse Silver Flight for such Other Costs.

Failing payment within the applicable payment term, the Charterer shall automatically become due legal interest in accordance with the Dutch Civil Code. The Charterer is liable for all judicial and extra-judicial collection and other costs reasonably incurred by Silver Flight as a consequence of the Charterer's non-performance of its obligation to pay.

The Charterer is liable for any damage to the cabin which arose during flight.

Clause 8 If the Charterer cancels a booked flight, Silver Flight is, unless otherwise agreed in writing, entitled to the following Charterer cancellations charges:

- 10% of the agreed price with a minimum of EUR 750 when cancelled 10 days or more prior to departure; or
- 20% of the agreed price when cancelled 9 - 7 days prior to departure; or
- 40% of the agreed price when cancelled 6 - 3 days prior to departure; or
- 60% of the agreed price when cancelled 2 days prior to departure; or
- 80% of the agreed price when cancelled 1 day prior to departure; or
- 100% of the agreed price when cancelled the same day or in case of no show.

OBLIGATIONS OF THE CHARTERER

Clause 9.

The Charterer shall timely provide all necessary information and travel documents mandatory by applicable law at least 48 hours prior to departure of the flight. It shall be the responsibility of the Charterer to ensure that these properly completed travel documents are delivered to all passengers and shippers in accordance with applicable law, and that all passengers and shippers comply with the provisions of such travel documents. The Charterer agrees that, in order to ensure the safety of the Aircraft, passengers, crew and/or cargo, the captain of the Aircraft shall have absolute discretion to take decisions concerning the operation of the Aircraft.

The Charterer shall be solely responsible for and shall ensure that passengers, their baggage and any cargo shall be at the specified check-in point at the departure airport not later than check-in time and that all passengers possess all travel documents mandatory by applicable law and all necessary identity documents, visas and other documents required by the authorities of states of departure, transit and arrival of the flight for the transportation of them, their baggage and any cargo.

In case the flight is booked less than 48 hours before departure, the Charterer is obliged to provide all necessary information and up to date travel documents as soon as possible but at least 4 hours prior to departure.

THE FLIGHT, CANCELLATION, FORCE MAJEURE, ETC.

Clause 10.

The completion of the flight is conditional upon that all necessary permits including take-off clearance, over flying clearance and landing clearance can be obtained.

In the event of Force Majeure nor Silver Flight, nor the Charterer shall be liable or responsible for cancellation or delay of the flight. Force Majeure may include, but is not limited to: (a) Acts of God; (b) flood, fire, earthquake, volcanic ashes; (c) war, invasion, threats of terror; (d) AOG (Aircraft on Ground) situations; (e) crew limitations or (f) competent authorities decisions or acts that legally or factually prevent Silver Flight from operation.

Clause 11.

Silver Flight reserves the right to postpone, cancel or reroute the flight, if the flight cannot be completed as expected due to war, riots, civil commotion and the like, sabotage, strike, blockade, unscheduled maintenance, lockout, local industrial conflicts, quarantine, pandemics like Covid-19 and epidemics, hijacking, acts of terror, requisition, confiscation, retention or other force majeure of any kind, technical reasons, weather conditions or other conditions which are outside the control of Silver Flight, or when the security of the passengers or the crew is deemed in danger. Silver Flight is where mandatory legislation does not impede for this, not liable for damage or loss, which directly or indirectly is due to or arises in connection with abovementioned conditions.

Clause 12.

If Silver Flight cancels a flight due to conditions mentioned in clause 10 and 11, Silver Flight shall refund the Charterer any prepaid amounts regarding the flight in question. If Silver Flight partly cancels a flight, e.g. a certain distance due to conditions mentioned in Clause 10 and 11, Silver Flight shall refund the Charterer a pro rata amount. Silver Flight is in no way liable for ensuing transportation costs or other costs, which are laid on the Charterer as a consequence of the cancellation.

DAMAGE, DELAY, DENIED BOARDING, LIMITATION OF LIABILITY, ETC.

Clause 13.

Carriage performed is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending "Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents, as regards the carriage of passengers and their baggage" as well as title 16 Book 8 Dutch Civil Code.

Silver Flight's liability may not exceed the amount of proven direct damage and Silver Flight shall

not be liable, in any way, for consequential damage.

Silver Flight is not liable for damage that results from compliance by Silver Flight with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or a failure to comply with said same provisions by the Charterer and/or shipper of the goods and/or the passenger.

The Charter Agreement, including these General Terms and Conditions and all the liability exclusions or limitations contained therein, shall apply to and benefit Silver directors, its agents, its representatives, servants

and the owner of the Aircraft used by Silver Flight, as well as the said owner's staff, employees and representatives of said owner and agents. The overall amount recoverable from the aforementioned persons may not exceed the amount of Silver Flight's liability.

If Silver Flight proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or whose rights he/she exercises or from whose rights such person derives its right, Silver Flight shall be wholly or partially exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to the damage. This paragraph applies to all the liability provisions in these General Terms and Conditions.

Except as expressly otherwise provided for, none of these provisions constitute a waiver of any exclusion or limitation of the liability of Silver Flight, the owner whose Aircraft is used by Silver Flight, their staff, officials, agents or representatives in accordance with the Montreal Convention/Warsaw Convention and mandatory and applicable law.

Subject to the remainder of this article Silver Flight is liable for the damage sustained in the event of the death or bodily injury suffered by a passenger if caused by an accident that occurred on board the Aircraft or in the course of any embarking or disembarking operations as defined by the Montreal Convention.

Silver Flight shall not be liable for any damage in the following circumstances:

If a passenger is carried whose age or mental or physical condition involves any hazard or risk to himself, Silver Flight shall not be liable for personal injuries such as illness, injury, disability or death, or any aggravation of such illness, injury or disability, provided such personal injuries are attributable solely to such condition.

For damages in the event of death or bodily injury as mentioned above not exceeding 128,821 SDR's for each passenger,

Silver Flight shall not exclude or limit its liability. Silver Flight shall not be liable for such damages to the extent that they exceed for each passenger 128,821 SDR's if Silver Flight proves that:

- (1) such damage was not caused by negligence or any other wrongful act or omission of Silver Flight or its servants or agents; or
- (2) such damage was solely caused by negligence or other wrongful act or omission of the claimant, the passenger whose rights are being exercised or from who the rights are being exercised derive or a third party.

Silver Flight reserves all rights of recourse and subrogation against all third parties.

In the event of death or bodily injury resulting from an Aircraft accident, as defined by article 28 of the Montreal Convention and pursuant to article 5 of Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 19 October 1997, the relevant person(s) referred to herein shall benefit from an advance payment to enable him/her to meet his/her immediate needs, which advance payment shall be in proportion to the material damage suffered. Said advance shall not be less than the equivalent in euros of 16,000 SDR per passenger in the event of death. Subject to applicable law, said advance shall be paid within 15 days of the identification of the beneficiary.

Pursuant to article 5 of Regulation (EC) No 889/2002 of 13 May 2002 and article 28 of the Montreal Convention of 28 May 1999, the payment of such advance or any early payment shall not constitute any recognition of liability and said amounts may be offset against any amounts which subsequently become due by Silver Flight.

Said advance payment shall not be refundable unless the person who received the advance payment was not the person entitled to compensation or when the damage was caused or

contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights.

The liability of Silver Flight in respect of any damage caused by delay in the carriage by air of passengers shall be limited to 5,346 SDR's for each passenger.

The liability of Silver Flight in respect of any damage caused by delay in the carriage by air of baggage shall be limited to 1,288 SDR's for each passenger.

Notwithstanding the above, Silver Flight shall not be liable for any damage occasioned by delay if Silver Flight proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

In accordance with article 17 of the Montreal Convention, Silver Flight is liable for damage caused by loss of, or damage to baggage, upon condition only that the event which caused the loss or damage took place on board the Aircraft or during any period during which Silver Flight had custody of the baggage.

Exclusions of Silver Flight's liability:

- Silver Flight shall not be liable for damage to baggage where said damage results from the nature of or an inherent defect, quality or vice of the baggage. If baggage or property contained therein cause damage to another person or Silver Flight, the passenger must compensate Silver Flight for all losses suffered and costs incurred as a result.
- Silver Flight shall not assume any liability for any damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed.

Silver Flight's liability in the event of destruction or loss of or damage to baggage shall be limited to 1,288 SDR per passenger. If a higher value was declared Silver Flight's liability shall be limited to the value declared, unless Silver Flight can provide proof that said value is higher than the passenger's genuine interest at the time of delivery.

For baggage allowed on board, Silver Flight can only be held liable in the event of a proven fault by Silver Flight, its servants or agents.

The receipt of baggage without complaint is prima facie evidence that the baggage was delivered and accepted in good condition and in accordance with the Charter Agreement, unless the passenger provides proof to the contrary. All missing baggage must be declared to Silver Flight as soon as the flight arrives. Any declarations made subsequently will not be taken into account. In the same way, any item noted as missing from baggage must be declared to Silver Flight as soon as possible. Any late declaration will not be taken into account.

In the event of damage, the person entitled to delivery must complain to Silver Flight forthwith after the discovery of the damage, and, at the latest, within 7 days from the date of receipt in the case of baggage. In the event of delay, the complaint must be made at the latest within 21 days from the date on which the baggage has been placed at his/her disposal. Every complaint must be made in writing and given or dispatched within the times aforesaid. If no complaint is made within the times aforesaid, no action shall lie against Silver Flight, save in the case of fraud on its part.

All claims and rights to damages shall be extinguished if an action is not brought within a period of two years reckoned from the date of arrival at the destination or from the date on which the Aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating that period shall be determined by the law of the court seized of the case.

ALL THE CLAIMS OR ACTIONS MENTIONED ABOVE MUST BE MADE IN WRITING, WITHIN THE TIME LIMITS SPECIFIED.

The liability of Silver Flight is described in the enclosed summary of the key provisions regarding the liability of Silver Flight, cf. the European Parliament and Council Regulation (EC) no. 899/2002 (Appendix II). The summary cannot form the basis for compensation of claims or for interpretation of the provisions in the abovementioned regulations or in the Montreal convention. **The Charterer is responsible that all passengers and consignors of goods have received or by other means know about the enclosed summary (Appendix II) and these General Terms and Conditions.**

Baggage whose value exceeds the abovementioned amount should be specified to Silver Flight at the time of check-in against payment of a supplement to the price or be insured fully by the Charterer or the passenger prior to the flight.

The Charterer shall indemnify Silver Flight for amounts paid according to this provision or for other compensation paid to passengers, consignor or consignees of goods or other, unless the incident which has caused the payment is due to error or neglect by Silver Flight.

Clause 14.

Silver Flight may refuse to transport Passengers and their Baggage, if one or more of the following cases has occurred or is likely to occur:

(a) Silver Flight in its reasonable discretion determines that such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over.

(b) The passenger has expressed himself in such a way or displayed such behavior that (i) doubt exists with respect to safety and/or (ii) Silver Flight, its crew and/or ground staff, its Aircraft/assets and/or property, its services or its passengers has suffered any damage, either direct or indirect. Such expression or behavior includes the use of threatening, abusive or insulting language towards ground staff or crew and passengers threatening to endanger or who have already endangered the safety, health and/or hygiene of one or more persons, goods or the Aircraft itself (which includes those who make a hoax bomb threat.

(c) The passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present discomfort, a hazard or risk to themselves, the other passengers, the crew or property.

(d) The passenger is, or appears to be in the unlawful possession of drugs.

(e) The passenger has compromised security, order and/or discipline before the flight or, for connecting flights, during a previous flight and Silver Flight has reason to believe that such conduct may be repeated.

(f) Immigration and/or customs authorities and/or any other government authority informed Silver Flight (either orally or in writing) that the passenger is not allowed to travel and/or Silver Flight has notified the passenger (either orally or in writing) that Silver Flight will not carry the passenger on his flights, for a certain period or forever. This includes situations in which Silver Flight has received a negative travel advice regarding the passenger from such authority, for example in cases where the passenger is suspected of (intent to) drug smuggling and situations where the authorities have notified the passenger in writing that Silver Flight shall no longer carry the passenger on its flights.

(g) The passenger has refused to undergo a security check or has refused to provide proof of his identity.

(h) The passenger does not appear to be in possession of valid travel documents, may seek or has sought to illegally enter a country through which he may be in transit, or for which he does not have a valid entry document, has destroyed travel documents during the flight, has refused to allow copies thereof to be made and kept by Silver Flight, or the passenger's travel documents have expired, are incomplete in light of the regulations in force, or appear to be fraudulent or otherwise suspicious (for example: identity theft, forgery or counterfeiting of documents).

(i) The passenger has not complied with the instructions and regulations relating to security, safety and/or health.

(j) Unaccompanied Minors are only allowed on the flight with the prior approval of Silver Flight and are responsible to have required permission documents in place. Additional charges may be in place.

Clause 15.

(a) Passengers declare that they are fully aware of the content of all of their baggage.

(b) Passengers undertake not to leave their baggage unattended from the moment they pack it and not to accept items from another passenger or from any other person.

(c) Passengers undertake not to travel with baggage entrusted to them by a third party.

(d) Passengers are advised not to include perishable or fragile items in their baggage. If however the passenger includes such items or objects in their baggage, they must ensure that that these are properly and securely packed and protected in suitable containers in order not to damage these items and objects as well as baggage belonging to other passengers' baggage or the Silver Flight's Aircraft.

It is not permitted to bring forbidden substances and Dangerous Goods during flight. Passengers shall not include in their baggage any items for which carriage is prohibited or restricted by the applicable regulations and the law in force in any departure, arrival or transit State or State over which the Aircraft flies, including in particular:

(a) Items that are liable to endanger the Aircraft, the persons or property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in Silver Flight's regulations, as applicable (additional information is available upon request from Silver Flight); these items include in particular but is not limited to, compressed gasses (combustible, non-combustible and toxic), corrosive agents, wet cell batteries, explosives, weapons, ammunition, fireworks, combustible liquids, paint, lighter gas, matches, bleaching agents, magnetic materials, oxidizing liquids and radioactive materials, asbestos, inflammable substances, toxic or corrosive substances articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air.

(b) Items which in the reasonable opinion of Silver Flight are unsuitable for carriage because of the weight, dimensions, unpleasant odor, configuration or fragile or perishable nature, make them unsuitable for carriage, in particular in light of the type of Aircraft used. Information on these items shall be provided to passengers, upon request;

(c) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as cargo or checked baggage, must be unloaded and suitably packed and have the safety catch on or be locked and the key is in the possession of the Captain. The carriage of ammunition is subject to the ICAO and IATA Dangerous Good Regulations, as stated in paragraph (a) above; (d) Products of animal origin. This includes (parts of) animals that are the result of hunting.

(e) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons, antique weapons, replica of weapons, swords, knives and other weapons of this type. This type of weapon may not be transported in the cabin under any circumstances. They may nevertheless be contained as cargo or checked baggage, subject to acceptance by Silver Flight.

(f) Live animals. A comprehensive Dangerous Goods list can be found at <https://www.IATA.org/EN/Publications/TGR>.

Clause 16.

For security/safety reasons, and/or on the request of the authorities, the passenger may be asked to undergo for themselves and/or their baggage, a search or any type of scan (using X-rays or another technique). If a passenger is not available, their baggage may be scanned or opened and manually checked in their absence, with a view to checking, in particular, whether it contains the items referred to above. If a passenger refuses to comply with such requests, Silver Flight may deny them and their baggage carriage. If said scans damage the baggage and the contents thereof or cause damage, Silver Flight shall not be liable, unless the damage is caused by Silver Flight's gross negligence or willful misconduct.

Clause 17.

(a) Silver Flight may, for security and/ or safety reasons, refuse to carry or continue to carry a passenger's baggage if it contains any of the items listed in above or if the passenger has failed to comply with his obligations. Silver Flight has no obligation to take custody of refused baggage and/or items.

(b) Silver Flight may, in particular for security, safety, hygiene and/ or operating reasons, refuse to carry any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, or refuse to continue to carry them should they be discovered during a journey. Silver Flight has no obligation to take custody of refused baggage and/or items.

Clause 18.

(a) For all checked baggage with a value that exceeds the liability limits in the event of destruction, loss, damage or delay, as defined by the Montreal Convention, passengers can either purchase insurance coverage prior to the journey or, when handing over the baggage to Silver Flight, make a Special Declaration of Interest limited to a certain amount. In this case, a surcharge made known upon request, must be paid by the passenger.

(b) Silver Flight reserves the right to verify the adequacy of the value declared with the value of the

baggage and the contents thereof.

(c) All Special Declarations of Interest must be made by the passenger to Silver Flight prior to the check-in deadline. Silver Flight may refuse any Special Declaration of Interest if a passenger does not comply with the aforementioned time limit. Silver Flight also has the option of capping the level of the declarations. Silver Flight also reserves the right to prove, in the event of damage, that the amount declared was higher than the passenger's genuine interest at the time of delivery.

Clause 19.

(a) Only cats and dogs are allowed to travel as pet in the cabin or in the hold when carried in a suitable bag or a kennel

(b) The carriage of animals travelling with passengers is subject to Silver Flight's prior and explicit acceptance.

(c) Passengers must be able to provide all valid documents relating to their animal, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits. Silver Flight will not agree to carry animals that do not have the requisite documents.

(d) In the event of fraud or the absence or invalidity of the required documents or if the bag or kennel intended for carrying the animal is not adequate, Silver Flight shall not assume any liability for the injury, loss, delay, illness or death of animals carried also (in the event that the animal is refused entry into or passage through any country, state or territory), as a result of these failures, unless this is solely caused by gross negligence or wilful misconduct of Silver Flight. Passengers travelling with animals who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs and damage incurred by carrier due to such a situation.

Silver Flight shall at all times be entitled to set such additional conditions as it deems appropriate in its discretion.

(e) Animals must be placed in bag or kennel designed for this purpose, which is closed and fully contains

the animal and in which the animal is able to stand up, turn around and breathe easily and freely.

(f) Passenger undertake not to remove animals, even partially from their containers for the entire duration of the flight.

Clause 20.

On board the Aircraft, passengers must not behave in a way that is liable to inconvenience, threaten or endanger one or more persons, property or the Aircraft itself. Passengers must not hinder the crew from performing their duties and must comply with the crew's guidance instructions and recommendations in order to ensure the security and safety of the Aircraft, the smooth running of the flight and the comfort of the passengers.

For security reasons, Silver Flight may prohibit or limit the use on board the Aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled games and walkie-talkies, except for hearing aids and pacemakers.

Smoking (including conventional cigarettes, electronic- or other artificial forms of smoking) is strictly prohibited on board the Aircraft.

Silver Flight may limit or prohibit the consumption of alcohol on board the Aircraft.

Consumption of any alcoholic beverages carried into the Aircraft by passengers or consumption of any duty free product bought on board the Aircraft is prohibited.

Recording videos and/or taking photographs other than personal videos and photographs is prohibited on board the Aircraft.

If a passenger fails to comply with the provisions of this article, Silver Flight may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions, in order to prevent such behaviour from continuing. To this end, Silver Flight may use restraining measures, disembark the passenger, refuse onward carriage of the passenger at any point and attach certain additional conditions to the onward carriage of the passenger, or report the passenger to the local authorities.

If a passenger does not comply with the provisions of this article (and with those relating to carriage refusal and limitation) or commits a criminal or reprehensible act on board an

Aircraft, Silver Flight reserves the right to take legal action against said passenger and claim damages. If as a result of passenger's behaviour, Silver Flight diverts the Aircraft to an unscheduled place of destination, passenger must pay Silver Flight the reasonable costs of such diversion.

Clause 21.

If Silver Flight, within the scope of the Charter Agreement and subject to the applicable law, agrees to provide for ancillary services other than carriage by air, Silver Flight will only do so as an agent in the name of and for and on behalf of a third party (unless explicitly agreed otherwise) and will not be the passenger's counterparty for these services.

Clause 22.

(a) Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey, and where applicable for that of their minor children and/or passengers for whom they are responsible and/or for animals travelling with them, and must also comply with all provisions of law (laws, regulations, decisions, requirements and provisions) of the departure, arrival and transit States, as well as with Silver Flight's regulations and the instructions relating thereto.

(b) Silver Flight shall not be liable for the consequences suffered by passengers in the event of failure to comply with the obligations referred to above.

(c) Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the applicable regulations (laws, regulations, decisions, requirements and provisions) in the departure, arrival and transit States. Passengers are moreover required to hand over to Silver Flight and/or allow Silver Flight to make a copy of said documents, if required, or to record information contained therein.

(d) Silver Flight reserves the right to refuse the carriage if a passenger fails to comply with the applicable laws and regulations, if Silver Flight has doubts as to the validity of the documents presented, or the passenger does not permit Silver Flight to take and retain copies of any documents or otherwise retain data contained in the relevant documents.

(e) Silver Flight shall not be liable for losses or expenses suffered by passengers who do not comply with the provisions of this article.

(f) If a passenger is refused entry into a territory, they must pay all the charges or fines imposed on Silver Flight by the local authorities, as well as the fare including tax for carriage if Silver Flight, due to a government order, is required to return the passenger to his/her departure location or elsewhere. The price of the charter for carriage to the destination for which entry to the territory was refused shall not be refunded by Silver Flight. For reasons of safety and good order the captain and/or the escorting police may hold the relevant travel documents of the passenger under its custody during the flight to his place of departure or elsewhere.

(g) If Silver Flight has to pay or deposit a fine or penalty or incurs expenses of any kind due to the Non-compliance, whether voluntary or involuntary, by a passenger with the law in force in the countries concerned, or due to their failure to present any required document, or the presentation of invalid documents, the passenger must, at Silver Flight's first request, reimburse the amounts thus paid or consigned and the disbursements incurred. For this purpose, Silver Flight may use any amount paid to it for non-performed carriage or any amount belonging to the passenger that is held by Silver Flight.

(h) Passengers may be called on to be present at the inspection of their baggage on the request of customs officers or any other government authority. Silver Flight shall not be liable for damage or losses suffered by passengers who fail to comply with this provision.

(i) Passengers shall indemnify Silver Flight if any action, omission or negligence on their part causes damage to Silver Flight, including, without limitation, any failure to comply with the provisions of this article or to enable Silver Flight to inspect their baggage.

(j) Passengers are required to undergo the security (and safety) checks required by the government or airport authorities, as well as those requested by Silver Flight.

(k) Silver Flight cannot be held liable for refusing to carry a passenger, in particular in the event that such refusal is based on the reasonable view that said refusal is warranted by the applicable

law, regulations and/or requirements.

CARGO

Clause 23.

Silver Flight undertakes to transport, subject to the availability of suitable equipment and space, all shipments, unless otherwise excluded by Silver Flight's regulations and provided:

- (a) the transportation, or the exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over;
- (b) they are packed in a manner suitable for carriage by Aircraft;
- (c) they are accompanied by the requisite shipping documents;
- (d) they are not likely to endanger Aircraft, persons or property, or cause annoyance to passengers.

Silver Flight reserves the right without assuming any liability to refuse carriage of cargo or, retain, cancel, defer or, at any time, return any shipment likely to cause damage or delay to other shipments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these General Terms and Conditions. Silver Flight's acceptance of a shipment does not imply that such shipment conforms to applicable laws and regulations or to the present conditions. Silver Flight may refuse carriage of shipments having a declared value for carriage in excess of the amount specified in Silver Flight's rules and regulations.

Charterer/Shipper is responsible for ensuring that the cargo is packed in an appropriate way for carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full address of the shipper and consignee.

Packages containing valuables as defined in Silver Flight's regulations must be sealed if so requested by Silver Flight.

Clause 24.

Responsibility for non-observance of the conditions relating to the carriage of cargo rests upon the Charterer/shipper who shall indemnify Silver Flight for any loss, damage, delay, liability or penalties Silver Flight may incur because of carriage of any such cargo.

Silver Flight reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information or documents tendered in respect of any shipment but Silver Flight shall be under no obligation to do so.

Clause 25.

The Charterer/shipper shall make out or have made out on its behalf, an Air Waybill in the form, manner and number of copies prescribed by Silver Flight, and shall deliver such Air Waybill to Silver Flight simultaneously with the acceptance of the cargo by Silver Flight for carriage. However, charges for carriage and other charges, insofar as they have been ascertained, shall be inserted in the Air Waybill by Silver Flight. Silver Flight may require the Charterer/shipper to make out, or have made out on his behalf, separate Air Waybills when there is more than one package.

Clause 26.

The Charterer/shipper shall comply with all applicable laws, customs and other government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall, together with the shipment, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations. Silver Flight shall not be obliged to inquire into the correctness or sufficiency of such information or documents. Silver Flight shall not be liable to the Charterer/shipper or any other person for loss or expense due to Charterer's/shipper's failure to comply with this provision. The Charterer/shipper shall be liable to Silver Flight for any damage occasioned by the failure of the Charterer/shipper to comply with this provision.

Silver Flight shall not be liable for refusing to carry any shipment if Silver Flight reasonably determines in good faith that such refusal is required by any applicable law, government regulation, demand, order or requirement

Silver Flight is authorised to carry the consignment without notice wholly or partly by any other

means of surface transportation or to arrange such carriage.

Silver Flight reserves the right without notice, to cancel, terminate, divert, postpone, delay or advance any flight, or the further carriage of any cargo, or to proceed with any flight without all or any part of the cargo, if it considers that it would be advisable to do so because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the same time the cargo was accepted; or if it considers that any other circumstances so require.

In the event any flight is cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination or in the event the carriage of any shipment is so cancelled, diverted, postponed, delayed, advanced or terminated, Silver Flight shall not be under any liability with respect thereto. In the event the carriage of the shipment or any part thereof is so terminated, delivery thereof by Silver Flight to any third party for transfer or delivery or the placing of such Shipment in storage shall be deemed complete delivery under the Charter Agreement/contract of carriage, and Silver Flight shall be without any further liability with respect thereto, except to give notice of the disposition of the shipment to the Charterer/shipper or to the consignee, at the address stated in the Air Waybill. Silver Flight may, but shall not be obligated to, forward the shipment for carriage by any other route or forward the shipment as agent for the Charterer/shipper or the consignee for onward carriage by any transportation service on behalf of the Charterer/shipper or the consignee. The cost of doing so attaches to the cargo.

Subject to applicable laws, regulations and orders, Silver Flight is authorised to determine the priority of carriage as between shipments, and as between cargo and mail or passengers. Silver Flight may likewise decide to remove any articles from a shipment, at any time or place whatsoever, and to proceed with the flight without them. If as a result of determining such priority, cargo is not carried or carriage thereof is postponed or delayed or if any articles are removed from a shipment, Silver Flight will not be liable to Charterer/shipper or consignee or to any other party for any consequences of any nature whatsoever arising therefrom.

If in the opinion of Silver Flight it is necessary to hold the shipment at any place for any reasonable purpose, either before, during or after carriage, Silver Flight may, upon giving notice thereof to the Charterer/shipper, store the shipment for the account and at the risk and expense of the Charterer/shipper, in any warehouse or other available place, or with the customs authorities; or Silver Flight may deliver the shipment to another transportation service for onward carriage to the consignee. The Charterer/shipper shall indemnify Silver Flight against any expense or risk so incurred.

Clause 27.

Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee and any other person whom Silver Flight has agreed to notify as evidenced in the Air Waybill; such written notice will be sent by any means. Silver Flight is not liable for non-receipt or delay in receipt of such notice.

Except as otherwise specifically provided in the Air Waybill, delivery of the shipment will be made only to the consignee named therein, or to his agent. Delivery to the consignee shall be deemed to have been effected when:

- Silver Flight has delivered to the consignee or his agent any authorisation from Silver Flight required to enable the consignee to obtain release of the shipment; and
- the shipment has been delivered to customs or other government authorities as required by applicable law or customs regulation.

The consignee must accept delivery of and collect the shipment at the airport of destination or the respective facility as designated by Silver Flight.

If the consignee refuses or fails to take delivery of

the shipment after its arrival at the airport of destination, Silver Flight will endeavour to comply with any instructions of the Charterer/shipper set forth on the face of the Air Waybill.

If such instructions are not so set forth or cannot reasonably be complied with, Silver Flight shall notify the Charterer/shipper of the consignee's failure to take delivery and request his instructions. If no such instructions are received within thirty (30) days, Silver Flight may sell the shipment in one or more lots at public or private sale, or destroy or abandon such shipment, without engaging liability of Silver Flight.

The Charterer/shipper is liable for all charges and expenses resulting from or in connection with the failure to take delivery of the shipment, including, but not limited to, carriage charges incurred in returning the shipment if so required by the Charterer's/shipper's instructions. If the shipment is returned to the airport of departure and the Charterer/shipper refuses or neglects to make such payments within fifteen (15) days after such return, Silver Flight may dispose of the shipment or any part thereof at public or private sale after giving the Charterer/shipper ten (10) days' notice of its intention to do so.

When a shipment containing perishable articles as defined in Silver Flight's regulations is delayed in the possession of Silver Flight, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, Silver Flight may immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the cost of the Charterer/shipper, the storage of the shipment or any part thereof at the risk and cost of the Charterer/shipper, or the disposition of the shipment or any part thereof at public or private sale without notice or engaging liability of Silver Flight.

In the event of the sale of the shipment as provided for above, either at the place of destination or at the place to which the shipment has been returned, Silver Flight is authorised to obtain out of the proceeds of such sale payment of all charges, advances, and expenses of Silver Flight and other transportation services plus costs of sale, holding any surplus subject to the order of the Charterer/shipper. A sale of any shipment shall, however, not discharge the Charterer/shipper and/or owner of any liability hereunder to pay any deficiencies. By accepting delivery of the Air Waybill and/or the shipment, the consignee shall become liable for payment of all costs and charges in connection with the carriage. Unless otherwise agreed the Charterer/shipper shall not be released from his own liability for these costs and charges and will remain jointly and severally liable with the consignee. Silver Flight may make delivery of the shipment or the Air Waybill conditional upon payment of these costs and charges.

Clause 28.

Silver Flight is liable to the Charterer/shipper, consignee or any other person for damage sustained in the event of destruction or loss of, or damage to, or delay in the carriage of cargo only if the occurrence which caused the damage so sustained took place during the carriage.

Except as may be otherwise provided in any applicable Convention, Silver Flight is not liable to the Charterer/shipper, consignee or any other person for any damage, delay or loss of whatsoever nature arising out of or in connection with the carriage of cargo or other services performed by Silver Flight, unless such damage, delay or loss is proved to have been caused by misconduct of Silver Flight and there has been no contributory negligence on the part of the Charterer/shipper, consignee or other claimant.

Silver Flight is not liable if the destruction, loss of or damage to cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo.

Silver Flight will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.

Silver Flight shall not be liable in any event for any consequential loss or damage arising from carriage subject to these conditions, whether or not Silver Flight had knowledge that such loss or damage might be incurred.

If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, Silver Flight shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Unless the Charterer/shipper has made a Special Declaration of Value for carriage and has paid the supplementary sum applicable, liability of Silver Flight shall not exceed twenty two (22) Special Drawing Rights per kilogram of cargo destroyed, lost, damaged or delayed, converted into

national currency under applicable law, regardless of the applicable convention.

If the Charterer/shipper has made a Special Declaration of Value for carriage, it is agreed that any liability shall in no event exceed such declared value for carriage stated on the face of the Air Waybill. All claims shall be subject to proof of value.

In the case of loss, damage or delay of part of the shipment, or of any object contained therein, the weight to be taken into consideration in determining the amount to which Silver Flight's liability is limited shall be only the weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of part of the shipment, or of an object contained therein, affects the value of other packages covered by the same Air Waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the shipment lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the shipment in the proportion that the weight of that part of the shipment lost, damaged or delayed has to the total weight of the shipment.

The Charterer/shipper, owner and consignee, whose property causes damage to or destruction of another shipment or of the property of Silver Flight, shall indemnify Silver Flight for all losses and expenses incurred by Silver Flight as a result thereof. Cargo which, because of inherent defect, quality or vice or because of defective packing, is likely to endanger Aircraft, persons or property may be abandoned or destroyed by Silver Flight at any time without notice and without liability therefor attaching to Silver Flight.

Silver Flight is liable for damage deriving from a delay in the carriage of cargo as per the applicable Convention and these conditions. However, Silver Flight is not responsible for damage deriving from delay if it is shown that Silver Flight and its employees and authorized personnel adopted all the necessary and possible procedures, in accordance with normal due diligence, to prevent the damage or if it was impossible to adopt said procedures.

Whenever the liability of Silver Flight is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of Silver Flight and also to any carrier whose Aircraft or other means of transportation is used for carriage.

Receipt by the person entitled to delivery of the cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.

In the absence of notification submitted within the given timeframe, any action against Silver Flight is unacceptable except in case of fraud of Silver Flight.

No action shall be maintained in the case of loss or damage to goods unless a complaint is made to Silver Flight in writing by the person entitled to delivery. Such complaint shall be made:

- (a) in the case of visible damage to the goods, immediately after its discovery and at the latest within fourteen (14) days from the date of receipt of the goods;
- (b) in the case of other damage to the goods, within fourteen (14) days from the date of receipt of the goods;
- (c) in the case of delay, within twenty-one (21) days from the date on which the goods were placed at the disposal of the person entitled to delivery;
- (d) in the case of non-delivery of the goods, within one hundred and twenty (120) days of the date of issue of the Air Waybill, whichever is applicable.
- (e) Any right to damages against Silver Flight shall be extinguished unless an action is brought within two years after arrival at destination, or the day of scheduled arrival of the Aircraft at destination, or of the break of transport.

The calculation method will be determined by the law of the court to which the case is referred to. Any claim or action mentioned in above paragraph must be notified in writing in the given timeframe.

Clause 29.

Silver Flight reserves the right, without assuming any liability to refuse carriage of cargo in any circumstances whatsoever, including but not limited to, where:

- Transportation or exportation or importation of the cargo is prohibited by the laws of any country from, to or over which the Aircraft is to be flown.
- The cargo is packed in a manner unsuitable for carriage by air.
- The cargo is not accompanied by the required shipping documents.
- The cargo is likely to endanger Aircraft, persons or property.

Dangerous goods, perishables, lithium batteries over 100Wh -160Wh/27000 – 43000 mAh, fragile goods and other special cargo are only acceptable with approval in advance from Silver Flight.

In the carriage of cargo, the liability of Silver Flight in the case of destruction, loss, damage or delay is according to the Montreal Convention and Title 16 Book 8 of the Dutch Civil Code limited to:

- 22 SDRs per kilogram.

GENERAL DATA PROTECTION REGULATION'S PRIVACY POLICY

Clause 30.

Silver Flight collects, uses and discloses Customer Data in order to provide customers / passengers with a safe, smooth, efficient and customized experience with Silver Flight. The collection, use and disclosure of Customer Data enables Silver Flight to provide services and products that are most likely to meet passenger needs and requirements.

Customers have several rights here among to see stored data, correct stored data and have their data deleted. In this case, please contact Silver Flight.

By continuing to use Silver Flight's services, you signify that you have read, understood and agree to be bound by this Privacy Policy as amended from time to time in respect of Silver Flight's collection, use and disclosure of your Customer Data. All personal data of the Passenger are collected and processed by Silver Flight with due observance of the Silver Flight privacy policy.

The full privacy policy is disclosed on <https://silverflight.nl/nl/Privacy-Policy>. By continuing to use Silver Flight's services, you signify that you have read, understood and agree to be bound by this Privacy Policy as amended from time to time in respect of Silver Flight's collection, use and disclosure of your Customer Data.

Brokers and agents confirm that they will actively inform final customers / passengers of this privacy policy as soon as possible and no later than 30 days after providing Customer Data to Silver Flight. In particular – where Silver Flight B.V. will adopt an 'opt-in' policy for obtaining customer consent as required by law, in which event, express written consent will be sought from the customer/passenger when collecting Customer Data e.g., signing a form or checking a box.

Clause 31.

Any questions regarding the interpretation and the understanding of these General Terms and Conditions, the Charter Agreement and/or other agreements between the parties including its content, scope, termination, performance and any other dispute between the parties, shall be governed by and construed in accordance with Dutch law and the District Court of Noord-Holland, location Haarlem, shall have exclusive jurisdiction to deal with any disputes arising hereunder.

Clause 32.

Silver Flight cannot be held responsible for errors and / or misprints, omissions or misinformation.

APPENDIX I

Services	Costs for Silver Flight	Costs for the Charterer	Not expected costs, but if applied are for the Charterer
Airport Charges			
Fuel	✓		
General Handling Fee	✓		
Take-off	✓		
Landing	✓		
Air Security	✓		
Meteo / Weather	✓		
Lighting	✓		
Parking	✓		
Base Parking	✓		
Noise Charge	✓		
Airport Extension Fee's		✓	
Ramp Handling			
Crew Changes			✓
Passenger Charges	✓		
Aircraft Servicing	✓		
Loading / Offloading Services	✓		
Standard On - / Offloading Equipment	✓		
Non-standard On - / Offloading			✓
Other Airport Services			✓
Cargo Handling			
Terminal Charges / 512 b's			✓
Cargo / Warehouse Charges			✓
Import / Export Charges			✓
Customs Documentation			✓
Cargo Storage			✓
Cargo Security Screening			✓
Cargo Preparation / Palletisation (B/B)			✓
Ramp Transfers			✓
Navigation Charges			
En-route Navigation	✓		
Terminal Navigation	✓		
Permissions	✓		
Miscellaneous			
Additional Insurance Premiums			✓
Delivery of Special Fixtures			✓
Royalties / No Objection Fees			✓
Aircraft De-Icing		✓	
Ground Transportation Costs		✓	
Others (f.e Admin Fees)			✓
Crew			
Hotel Accommodation	✓		
Transport	✓		
Catering	✓		
Passenger			
Passenger Taxes	✓		
Security Fees / Taxes	✓		
Increased Passenger Insurance Taxes			✓
Standard Catering	✓		
Upgraded Catering			✓
Bar	✓		

Fuel Surcharges		✓	
VAT			✓

APPENDIX II

Air carrier liability for passengers and their baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 128 821 SDRs (approximately EURO 167 500) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximately EURO 20 800).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 5346 SDRs (approximately EURO 6950).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1288 SDRs (approximately EURO 1675).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1288 SDRs (approximately EURO 1675). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the Aircraft, or from the date on which the Aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.