



Aircraft Charter Terms and Conditions

GENERAL

In these conditions the following expressions shall have the following meanings: The Agreement – any agreement between AIRENELLE LUXURY CHARTER LLC and the Charterer for the charter of an aircraft. The Aircraft – any aircraft which is the subject of the charter Agreement between AIRENELLE LUXURY CHARTER LLC and the Charterer. The Charterer – any person, firm or body corporate chartering, or offering to charter, any aircraft from AIRENELLE LUXURY CHARTER LLC.

These Terms and Conditions shall apply to all contracts for the charter of aircraft made by with AIRENELLE LUXURY CHARTER LLC by the Charterer (hereinafter defined), to the exclusion of all other terms, conditions, warranties and representations. No variation of these Terms and Conditions shall be effective unless agreed in writing by AIRENELLE LUXURY CHARTER LLC. The Charterer shall not be entitled to assign the benefit of any agreement to any other person without the consent in writing of AIRENELLE LUXURY CHARTER LLC. These Terms and Conditions shall apply to all contracts for the charter of aircraft and Airenelle Luxury Charter LLC on behalf of the Charterer (hereinafter defined), to the exclusion of all other terms, conditions, warranties and representations. No variation of these Terms and Conditions shall be effective unless agreed in writing by AIRENELLE LUXURY CHARTER LLC.

A charter is deemed to have commenced when the aircraft leaves its departure point with the passengers on board or leaves its departure point on a positioning flight to collect the passengers. The Charterer agrees to present the passengers or cargo at the times and in the places stated in the flight schedule in all respects ready to commence embarkation or loading. If the passengers fail to commence embarkation or loading within two hours after the appointed time, AIRENELLE LUXURY CHARTER LLC shall have the option of cancelling the charter agreement and the Charterer shall be liable for cancellation charges in accordance with the provisions of Clause 15. If within four hours after the agreed departure time, AIRENELLE LUXURY CHARTER LLC fails to present the aircraft for loading or to substitute an alternative aircraft, it shall be under no further obligation or liability to the Charterer beyond the refund of any sum already paid by the Charterer and the Charterer shall be at liberty to charter an alternative aircraft from an alternative Carrier and shall have no claim whatsoever against AIRENELLE LUXURY CHARTER LLC.

The Charterer accepts that any personal data provided to AIRENELLE LUXURY CHARTER LLC may be used for the purposes of facilitating immigration and entry procedures; obtaining ancillary services and may be made available to government agencies. The Charterer authorizes AIRENELLE LUXURY CHARTER LLC to retain and use such data and to transmit it to their own officers, authorized agents, government agencies, carriers, or providers of ancillary services.

Airenelle Luxury Charter LLC acts as an agent of its Charterer s and serves on their behalf to arrange charter flights. Airenelle Luxury Charter LLC does not own or operate aircraft and is not a direct or indirect air carrier. All charter flights associated with Airenelle Luxury Charter LLC are operated by third party FAA certified Part 135 air carriers. The Carrier operating the flights under this agreement exercises full commercial transportation of retail charter Charterer s. Airenelle Luxury Charter LLC maintains a non-operator insurance policy. Operational control of the aircraft at all times remains with aircraft providing service under this agreement.



COST AND EXPENSES

All agents, brokers and third parties paying for the flight on behalf of the Charterer must collect and remit Federal Excise Tax.

The Charterer shall indemnify AIRENELLE LUXURY CHARTER LLC against all claims and expenses (including legal fees and costs) in respect of any liability of AIRENELLE LUXURY CHARTER LLC to third persons (including but not limited to passenger, consignors or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer its servants or agents or any passenger carried with the authority of the Charterer.

If there is any increase after the date of any Agreement in costs such as, but not limited to de-ice and anti-ice, security charges, aviation insurance premiums, fuel, airport passenger duty or similar costs relating to the operation of the aircraft or any part of the Charter, AIRENELLE LUXURY CHARTER LLC shall be entitled to increase the Charter Price accordingly.

AIRENELLE LUXURY CHARTER LLC will not be liable for the operation, subsequent loss or damage caused by ground transport companies whether booked by AIRENELLE LUXURY CHARTER LLC or directly by the Charterer.

PAYMENT TERMS

The Charterer shall pay promptly to AIRENELLE LUXURY CHARTER LLC the Charter Price (as defined in the Quote and Contract) and in any event prior to the scheduled departure date unless a different credit period has been agreed by AIRENELLE LUXURY CHARTER LLC. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. AIRENELLE LUXURY CHARTER LLC shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling AIRENELLE LUXURY CHARTER LLC to payment in accordance with the provisions of Clause 15 below. The Charter Price does not include exceptional operational charges such as, but not limited to, de-icing (or hangarage in lieu of de-icing), airport extension fees due to changes to schedule, or catering requests beyond the standard "to suit time of day".

Payment terms are full prepayment prior to departure for all charter trips, including one-ways and international trips unless prior arrangements have been made. If payment is not received within the specified payment terms, AIRENELLE LUXURY CHARTER LLC is authorized to charge the given credit card for the full amount in addition to a 4% administrative fee. All segment fees and FET will be paid by the broker/agent or Charterer unless noted otherwise. This quote serves as an invoice for payment prior to trip departure. A final invoice will be provided post flight to include any additional charges.



CANCELLATION DELAY, DIVERSION, OR TERMINATION OF TRIP

In the event of cancellation of the Charter or any part of it, AIRENELLE LUXURY CHARTER LLC may apply cancellation charges as shown below:

- A domestic round trip cancelled inside 3 calendar days of the scheduled start of the reservation is subject to a 100% cancellation fee
- An international reservation cancelled inside 7 business days prior to the scheduled start is subject to a 100% cancellation fee and any accrued fees to secure the international reservation may be charged.
- ALL One-Way trips are subject to a 100% cancellation fee upon acceptance and signing
- ALL Peak Day trips of any kind are subject to a 100% cancellation fee upon acceptance and signing
- Charterer acknowledges that any change in date, time, itinerary, number of passengers or type of aircraft may be deemed a cancellation and may be subject to a cancellation charge. Airenelle Luxury Charter LLC will communicate any additional terms, regulations, and cancellation policy of the Carrier.
- Charterer acknowledges that a no show may be considered a cancellation and the Charterer may be charged up to 100% of the cost of the trip.
- Other types of cancellation charges may include but are not limited to any fees incurred by Airenelle Luxury Charter LLC as a result of the Charterer 's cancellation.

Airenelle Luxury Charter LLC assumes no responsibility for the disposition or cancellation of any reservation, either by Charterer or air carrier. All quotes are subject to crew availability, weather conditions, airport traffic restrictions, and aircraft availability at the time of acceptance. Airenelle Luxury Charter LLC and Charterer agree that either party may terminate this Agreement at any time with written notice. Charterer is obligated to pay all amounts due to Airenelle Luxury Charter LLC for services provided prior to terminating the agreement.



OPERATIONS

DEPARTURE FROM FLIGHT SCHEDULE AIRENELLE LUXURY CHARTER LLC shall use all reasonable endeavors to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control and the Charterer shall reimburse AIRENELLE LUXURY CHARTER LLC on demand for any additional expenses incurred as a result. AIRENELLE LUXURY CHARTER LLC shall not be liable for any consequential losses, howsoever incurred, arising from any departure from the Flight Schedule.

DIVERSIONS If for any reason beyond AIRENELLE LUXURY CHARTER LLC's control the Aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the Aircraft arrives at that other destination.

If it is unable to perform any part of the Charter AIRENELLE LUXURY CHARTER LLC shall be entitled to substitute any other operator or any equivalent aircraft. Should such substitution involve additional costs, such costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage. In the event of the Charterer declining the offer of alternative carriage AIRENELLE LUXURY CHARTER LLC shall be entitled to apply a proportionate charge for the completed sectors.

AIRENELLE LUXURY CHARTER LLC shall provide for the Charterer's sole use the Aircraft equipped for the performance of the charter. Smoking is not permitted on any aircraft.

LOADING AND PACKING - The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage considering all reasonable demands of AIRENELLE LUXURY CHARTER LLC and the Captain and where necessary complying with any regulations of the Civil Aviation Authority for the safety of the aircraft, passengers, crew, or cargo. AIRENELLE LUXURY CHARTER LLC does not accept responsibility for personal items, valuables or luggage.

INTERPRETATION AND LAWS AND TRAFFIC REGULATIONS

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all traffic regulations of AIRENELLE LUXURY CHARTER LLC and all customs police public health and other laws and regulations which are applicable in the countries in which flights are originated, landings are made, or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports visas health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in the event that the local authorities refuse entry to any passenger in circumstances where AIRENELLE LUXURY CHARTER LLC is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to AIRENELLE LUXURY CHARTER LLC upon demand.



DANGEROUS GOODS

The following items are not permitted on board aircraft: Compressed gases (deeply refrigerated, flammable, non- flammable and poisonous), Explosives (munitions, fireworks and flares), Corrosives (acids, alkalis, mercury and wet cell batteries), Radio-active material Flammable liquids and solids (lighter fuel, matches of any kind, paints, thinners and fire- lighters), Poisons (weed-killer, insecticides and live virus or bacteria), Oxidizing materials (peroxides and bleaching powder), Other items which are irritating or offensive materials or magnetized materials. Ammunition for firearms may be carried at the discretion of AIRENELLE LUXURY CHARTER LLC by prior arrangement. In addition, the carriage of any other kind of hazardous goods, weapons, guns, knives, sharp implements, or pressurized cylinders on the Aircraft shall not be permitted without the prior written consent of AIRENELLE LUXURY CHARTER LLC.

ALLOWABLE ITEMS The Transportation Security Administration (TSA) advises all passengers to carefully review what are and are not considered allowable items on board an aircraft. For more details, please visit the following link:

<https://www.tsa.gov/travel/security-screening/whatcanibring/all>





FORCE MAJEURE

AIRENELLE LUXURY CHARTER LLC shall not be liable for any failure to perform its obligations under this agreement including these Terms and Conditions by reason of any act, event or circumstance, the cause of which is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), extreme weather conditions, epidemic, explosion, the order of any court or governmental or regulatory authority, war, riot, civil commotion, public demonstration, sabotage, acts of vandalism, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, or other industrial trade dispute, structural shift or subsistence or requisition of aircraft.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

Except as expressly provided in these Terms and Conditions, AIRENELLE LUXURY CHARTER LLC shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of AIRENELLE LUXURY CHARTER LLC, its employees or agents or otherwise) for any loss or damage whatsoever (including, without limitation, consequential loss or special damage) provided that this shall not exclude or restrict AIRENELLE LUXURY CHARTER LLC's liability for death or personal injury resulting from the negligence of AIRENELLE LUXURY CHARTER LLC or its employees or agents. The Charterer shall indemnify AIRENELLE LUXURY CHARTER LLC against all claims and expenses (including legal fees and costs) in respect of any liability of AIRENELLE LUXURY CHARTER LLC to third parties (including but not limited to passengers) for any loss or damage whatsoever (including but not limited to costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer, its servants or agents or any passenger carried by authority of the Charterer.

The Charterer shall be liable for any damage sustained to the interior of the aircraft during the charter.

ATTESTION

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED HEREIN AND UPON ACCEPTANCE OF THIS DOCUMENT BECOMES A LEGAL AND BINDING CONTRACT. BY SIGNING BELOW, I ACCEPT ALL TERMS AND CONDITIONS STATED HEREIN THE AIRCRAFT CHARTER TERMS AND CONDITIONS.



Incoming Funds Transfer Instructions

Wire

Bank Name: American Express National Bank
Bank Address: PO BOX 30381
ABA Number: 124-303-243
Account Number: 4001-1222-1017
Account Name/For Credit to: Airenelle Luxury Charter LLC
Address: 910 Athens HWY, STE K – 282 Loganville, GA 30052
Phone: 404-301-9644

ACH (Electronic) Transfer

ABA / Bank Routing Number: 124-303-243
Account Number: 4001-1222-1017

Contacts

Airenelle Luxury Charter LLC: charter@flyairenelle.com
American Express National Bank: (877) 204-1123