



STANDARD TERMS AND CONDITIONS

These terms and conditions govern charter operations by Air New England LLC, a Maine limited liability company with a principal office address of 104 Grafton Drive, Portsmouth, NH 03801 (“Company”). Customers are referred to as “Charterer”.

CHARTER ARRANGEMENTS

These terms and conditions shall apply to all flights provided by Company, except for flights furnished to customers who sign a Master Service Agreement. All covered charter flights shall be ordered using Company’s “Domestic Charter Reservation” form or “International Charter Reservation” form. No form shall be effective until it is executed by Company and Charterer and Company receives full payment of the charter price.

Please note that included services may vary depending on the flight segment. Additionally, for one-way travel, Customer will be charged for aircraft positioning flights.

Unless otherwise agreed to in writing, Company will select the FBO at each airport on the flight itinerary. If Charterer requests a particular FBO, a surcharge may be applicable. For every flight, Company reserves the right to change aircraft or subcontract an approved aircraft for the flight or flight segment as necessary. Substitute aircraft will be of similar category and performance. Customer may be offered, for approval, a higher category/higher performance aircraft at an additional charge.

If an off-fleet, or “brokered aircraft”, is utilized as a substitute aircraft, all terms and conditions of the brokered aircraft contract, which may be at an additional cost, will be fully applicable in addition to these terms and conditions. If at an additional cost, the additional cost will be fully disclosed to the Customer for acceptance and payment prior to departure.

PAYMENT & CANCELLATION

PAYMENT:

The payment for each charter flight shall be due upon Customer’s execution of each Charter Reservation form. Payment shall be conducted by wire-transfer into an escrow account. Please contact Company for wire-transfer information. Payment may also be conducted via ACH payments; to pay via ACH, please contact Company for details.

CREDIT CARD POLICY:

Company may, in its sole discretion, accept credit cards for payment of charges. Such payments are subject to an additional 3.5% fee. If Company accepts payment by credit card, Charterer, by providing its credit card information, authorizes Company to obtain payment from the issuer of the credit card Charterer presented if Charterer does not make payment by another means, and Charterer agrees to perform the obligations set forth in its agreement with its credit card issuer. For credit card issuers that allow payment before the flight has operated, Charterer consents to Company charging the credit card upon receipt of a Charter Reservation form. For credit card issuers that only allow payment after the flight has operated, Charterer consents to Company authorizing the credit card upon execution of each Charter Reservation form, then charging the credit card after the flight.

LATE PAYMENTS:

Charterer will pay 18% per annum interest on any balances outstanding more than 30 days after receipt of invoice, plus the reasonable costs (including attorneys’ fees) for the collection of any past due fees, expenses and charges thereunder.

CANCELLATION POLICY:

Cancellations are only effective when Charterer sends a cancellation e-mail to info@airnewengland.com.

Domestic Cancellation Policy	
Time before departure	Cancellation Fee
> 48 hours before departure	No fee.
< 48 hours before departure	50% fee.
< 24 hours before departure	100% fee

International Cancellation Policy	
Time before departure	Cancellation Fee
> 72 hours before departure	No fee.
< 72 hours before departure	100% fee.

NO-SHOW POLICY:

A no-show will be charged the full amount of the quoted price. Your aircraft has been scheduled for a specific departure time. Please be aware that the aircraft may be booked to fly other customers’ flights prior to your departure and after your scheduled arrival time. If Customer is one hour late from the scheduled departure time on the itinerary, it will be considered

a no-show and Company reserves the right to depart and enforce the no-show policy.

ADDITIONAL CHARGES AND TAXES

FUEL SURCHARGES:

Charterer acknowledges that the price of fuel may increase beyond the base price Company used in providing each Charter Reservation form. Charterer agrees that a fuel price surcharge may apply during the flight segments, as well as aircraft positioning flights. To the extent the aircraft fuel price exceeds the base fuel price, Charterer shall pay Company for such increase. Company is not bound by a specific time period for which to bill a fuel surcharge after the charter flights are completed. Charterer unconditionally guarantees payment of any fuel surcharge within three business days of Charterer's receipt of invoice.

ADDITIONAL COSTS & CHARGES:

The Charter Price in the Charter Reservation form is based on then-current costs at the date of the quote. In the event Company, through reasons beyond its control, incurs any increase in its costs between the date of the quote and the commencement of the Charter, Company will accordingly increase the Charter Price to take account of such increase.

Additionally, Charterer shall be responsible for additional charges incurred by Company in the provision of the services described in the Charter Reservation form and Charterer may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time a Charter Reservation form is executed). Examples of such additional costs and expenses include, without limitation, catering costs, ground transportation costs, flight phone costs, de-icing costs, hangar fees, fuel surcharges, crew expenses, air space navigation fees, weather service fees, international fees, and other costs and expenses that are incidental to charter services. Charterer unconditionally guarantees payment of any such costs and expenses within three business days of Charterer's receipt of invoice. Charterer shall defend, indemnify and hold Company harmless against any claims resulting from or related to such additional charges.

TAXES:

Taxes are based on data available at the time Company provides the quote. Tax charges are subject to change and are the sole responsibility of the Charterer. Examples of such taxes include, without limitation, sales, use, value added taxes ("VATs"), stamp, federal excise taxes ("FETs"), transfer, segment fees and other similar taxes, fees, duties and penalties that may be imposed by any federal, state, county, local, foreign or other governmental authority as a result of the flights and services

provided in connection with a Charter Reservation form. Charterer unconditionally guarantees payment of any tax charge increases within three business days of Charterer's receipt of invoice. Charterer shall defend, indemnify and hold Company harmless against any such taxes. Charterer's obligations hereunder shall survive the termination of Charterers relationship with Company.

ADDITIONAL TERMS AND CONDITIONS

OPERATION AND DEPARTURE TIMES:

Departure times are not guaranteed. Times are subject to change with or without notice. Departure times may change due to availability of aircraft, passenger services, weather, and other factors.

Company and the Captain of the aircraft are authorized to take all necessary measures to ensure safety. The Captain shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon Charterer and all passengers.

SECURITY SCREENING:

If the necessary screening by the Transportation Security Administration or its applicable foreign equivalent, or other security screening companies, cannot carry out screening at the departure airport, the flight shall be operated out of an airport where TSA or applicable foreign equivalent screening is available. Charterer unconditionally guarantees payment of any screening fees within three business days of Charter's receipt of invoice. Charterer shall defend, indemnify and hold Company harmless against any such fees and taxes.

PET POLICY:

When booking the flight, Charterer must inform Company of any traveling pets. Charterer will be charged for the cost of repairing the aircraft if a pet damages or soils the aircraft.

FORCE MAJEURE:

Company shall not be liable for any failure by Company to perform its obligations under a Charter Reservation form arising from any cause beyond Company's control or for any inconvenience, loss, or damage of whatsoever nature incurred by Charterer as a result of cancellation of or delay in the completion of the Charter occasioned directly or indirectly by any cause of whatsoever nature beyond the control of Company. Examples of such additional costs and expenses include, without limitation: strikes, lock-outs, or other industrial action, sabotage, civil commotion, riot, invasion, war, civil war, revolution, blockade, threat of or preparation for war, accident, fire, explosion, accidents to or mechanical

malfunction or failure of aircraft, hijack, storm, flood, frost, fog, ice, earthquake, subsidence, epidemic, or other natural physical disaster, seizure, confiscation or requisition of aircraft or cargo, non-availability of fuel, refusal of permits and overflying rights, traffic rights or diplomatic clearance.

NON-ASSIGNABILITY:

A Charter Reservation form may only be assigned with Company's prior written consent.

HAZARDOUS MATERIALS:

Company is a HAZMAT will-not-carry operator. By acceptance of these terms and conditions, Customer acknowledges that he or she has reviewed the list of Hazardous Materials and Prohibited Items as outlined by the FAA at <https://www.faa.gov/hazmat/packsafe/> and will not attempt to transport such items onboard the aircraft.

PASSENGER LOAD AND BAGGAGE:

Company may ask Customer for a list of the passenger and baggage weights in order to ensure compliance with FAA regulations and to avoid any delays when boarding. Every effort will be made to accommodate your baggage; however, large, hard-sided or oversize items may not fit. In addition, there are weight restrictions that may limit Company's ability to accommodate a large amount of luggage. If you have any questions, or if you have oversize baggage, please contact our office. The final determination as to whether we can accept baggage will be at the discretion of the Captain and will be consistent with safety. It may be prudent to ship large items ahead of the trip to assure a timely arrival.

ENTIRE AGREEMENT:

These terms, and any fully-executed Charter Reservation form, constitute the entire agreement and understanding between the parties in connection with the charter of aircraft. No party has relied on any warranty, representation, or indemnity of any other party except as expressly stated in these terms and conditions or any fully-executed Charter Reservation form. Company makes no representations or warranties of any kind, either express or implied, of fitness for a particular purpose, merchantability or otherwise.

GOVERNING LAW/CHOICE OF VENUE:

To the extent not governed by applicable federal statutes, the laws of the State of New Hampshire shall govern the validity, construction, and performance of this these terms and conditions, and any Charter Reservation form, and all controversies and claims arising hereunder without regard to its conflict of law principles. Each party hereby consents to the

exclusive jurisdiction and venue of the state and federal courts serving Portsmouth, New Hampshire.

INDEMNIFICATION:

Charterer agrees to indemnify and hold Company free and harmless from, and to defend Company against any and all claims, actions, and demands asserted against Company, including any legal fees and expenses incurred in the defense of such claims, actions, and demands, arising out of act(s) or omission(s) of Charterer, his/her/its/their agents, officers, employees or flight participants.

NOTICE:

All notices and other required communications under these terms and conditions or any Charter Reservation form ("Notices") shall be in writing, and shall be sent to the addresses in the signature blocks set forth below. A Party may change its address by sending Notice to the other Party of the new address. Notices shall be given: (a) by personal delivery to the other Party; (b) by facsimile, with a confirmation sent by registered or certified mail, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) by express courier (e.g. DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by facsimile, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, 3 days after the date of receipt, or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

LIMITATION OF COMPANY LIABILITY:

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, EXCEEDING THE AMOUNT PAID BY CHARTERER FOR THE FLIGHT IN QUESTION. UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE FOR ANY LOST PROFITS, OR ANY CONSEQUENTIAL DAMAGES. CHARTERER WILL INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY COMPANY BY REASON OF ANY ACTION OR OMISSION OF CHARTERER, ITS EMPLOYEES, AGENTS AND GUESTS. FURTHERMORE, CHARTERER AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY CHARTERER, OR ANY EMPLOYEE, GUEST, OR PET OF CHARTERER, NORMAL WEAR AND TEAR EXCLUDED.