

Terms and conditions:

**Havenmro.com and Kingaircowboys.com**

Hold Harmless Agreement and Terms and Conditions:

The aircraft record/logbook review and Technical Evaluation accomplished by Haven MRO (formerly Flight Mechanix) are limited in scope. Discrepant conditions may exist in aircraft that are not discovered or reported. The customer and aircraft Owner authorizing this aircraft records/logbook review and Technical Evaluation agree to defend, indemnify, and hold Haven MRO (formerly Flight Mechanix), it's employees and agents harmless from and against all claims, damages, loses and expenses other than those caused by the negligence or willful misconduct of Haven MRO (formerly Flight Mechanix) or its employees or agents.

LIMITED WARRANTY. Workmanship for maintenance and modification is warranted against defect for the earlier of 6 months or 200 flights hours from the date of return to service. Workmanship on modifications or installations incorporating new equipment and/or components is warranted against defects earlier of 6 months or 200 flight hours from the date or return to service. Interior services are warranted against defects in material and workmanship under normal use for 2 years from the date of return from service . Interior services are warranted against defects in material and workmanship under normal use for 1 year. These warranties apply only if the aircraft/equipment is returned to Haven MRO (formerly Flight Mechanix) facilities as Customer's expense for repair with written description of the defect. Haven MRO (formerly Flight Mechanix) does not warrant parts, materials, components, equipment or services supplied or performed by other companies, but will give Customer reasonable assistance in enforcing Customer's rights under any such supplier and subcontractor warranty and Customer shall reimburse Haven MRO (formerly Flight Mechanix) reasonable costs and expenses incurred in rendering such assistance. Haven MRO (formerly Flight Mechanix) warranties do not extend to (a) Customer furnished parts, materials, equipment or components, (b) installation, in Haven MRO (formerly Flight Mechanix) determination, which has been repaired, altered, misused or subjected to negligence or an accident, which adversely affect its performance. Additional warranties may apply and are available upon request.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL HAVEN MRO (FORMERLY FLIGHT MECHANIX) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT AIRCRAFT. NO AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UP ON WEST ST AR AVIATION, INC. UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE. THE ABOVE WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED AND MADE APART HEREOF.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, HAVEN MRO (FORMERLY FLIGHT MECHANIX) LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURER, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY ARTICLE OR WORK COVERED BY OR FURNISHED UNDER THIS

AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ARTICLE OR WORK WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO HAVEN MRO (FORMERLY FLIGHT MECHANIX) OF ANY CLAIM AND, IN ANY EVENT WITHIN ONE YEAR FROM THE DATE OF OCCURRENCE OF THE CLAIM UNLESS PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. IN NO EVENT SHALL HAVEN MRO (FORMERLY FLIGHT MECHANIX) BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT AIRCRAFT OR FOR ANY DAMAGES ARISING FROM OR RELATED TO PANDEMIC, ACTS OF WAR OR ACTS OF TERRORISM.

TAXES AND DELIVERY. Prices are based on delivery to Haven MRO (formerly Flight Mechanix) repair facility, Delivered Duty Paid ("Delivery") and redelivery to Customer as Haven MRO (formerly Flight Mechanix) facility ("Redelivery"). All Federal, State or local taxes applicable to the sale, possession, use, or transportation of the articles sold or the Work performed and all duties, imposts, tariffs or other similar levies, shall be added to the prices and paid by Customer, unless Customer furnishes an appropriate certificate of exemption. Customer shall indemnify and hold Haven MRO (formerly Flight Mechanix) harmless from the payment or imposition of any tax or levy imposed on any articles sold, or for any Work performed, plus penalties, interest or reasonable attorney's fees connected with the imposition of any such tax or levy.

TITLE/LIEN Title to the Work passes to Customer at Redelivery. In addition to Haven MRO (formerly Flight Mechanix) statutory and Possessory lien, which Customer hereby acknowledges, Customer grants to Haven MRO (formerly Flight Mechanix) a continuing, first priority security interest in and lien upon the Work, the Aircraft (and any part thereof) and any proceeds thereof, including but not limited to insurance proceeds or sale or disposition of the Aircraft or any portion thereof and the proceeds of such proceeds (collectively, the "Collateral") to secure prompt payment of any and all amounts owed by Customer to Haven MRO (formerly Flight Mechanix).

PAYMENT. Full payment is required prior to Redelivery. A non-refundable deposit of interior, modifications, paint and/or avionics installation(s) is required and will be retained as liquidated damages in the event the project is canceled by Customer. Progress payments are required for projects excess of \$100,000.00. Payments are due within 30 days of invoice date for customers with an established credit line or a monthly finance charge of 1.5% will be assessed. If a final invoice cannot be provided at Redelivery, Customer shall deliver payment based upon an established invoice and supplementary invoices reflecting the actual charges and balances will be submitted to Customer as soon as practicable and will be reconciled with the amount previously invoiced to Customers and/or paid. Payments must be in United States Dollars and in the form of certified funds, wire transfer or ACH. If payment is arranged by some other method, potential additional charges may apply.

Additionally, for services covered by approved third party payment (i.e. warranty, insurance, and/or title closing) Haven MRO (formerly Flight Mechanix) will require proof that Haven MRO (formerly Flight Mechanix) is a named payee. Haven MRO (formerly Flight Mechanix) will have lien(s) (as described in Section \_\_, above) on all Collateral or any other personal property in Haven MRO (formerly Flight Mechanix) possession for all sums owing to Haven MRO (formerly Flight Mechanix). If any amount due and owing Haven MRO (formerly Flight Mechanix) has not been paid by customer within ninety (90) days of the due date, Haven MRO (formerly Flight Mechanix) shall have the right to deem the Collateral or any other personal property in Haven MRO (formerly Flight Mechanix)'s possession as abandoned and to sell

the Collateral or such property as provided in any applicable statute (including, but not limited to, the Uniform Commercial Code) to satisfy the amount due and owing Haven MRO (formerly Flight Mechanix). Such sale is in addition to any other rights Haven MRO (formerly Flight Mechanix) may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing shall be credited to ward Customer's account for future work at Haven MRO (formerly Flight Mechanix). If a lien is not placed on the Collateral or such other property, Haven MRO (formerly Flight Mechanix) shall retain possession of the Collateral or such other property until all amounts due and owing by Customer to Haven MRO (formerly Flight Mechanix) are paid to Haven MRO (formerly Flight Mechanix). If the Collateral or such other property is sold, as provided, Customer shall indemnify and hold harmless Haven MRO (formerly Flight Mechanix) as to any claims, suits and all associated costs related to such sale.

**DELAYS.** Haven MRO (formerly Flight Mechanix) shall not be liable for delays in delivery, performance, of failure to perform, manufacture or Redeliver due to causes beyond its reasonable control, or acts of God, pandemic acts of Customer, acts of government or military authority, increase in the scope of work requested by Customer, condition of the aircraft, delays in transportation or shortages, or inability due to causes beyond its reasonable control to obtain necessary labor, materials, utilities, components or manufacturing facilities. In the event of any such delay, the date of Performance/Redelivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.

**GOVERNMENTAL AUTHORIZATIONS.** Customer must timely obtain all required governmental authorizations, including import or export licenses and exchange permits. Customer shall remain importer/exporter of record, regardless of whether Haven MRO (formerly Flight Mechanix) provides Customer with assistance in this area. Haven MRO (formerly Flight Mechanix) shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Customer shall not be relieved of its obligation to pay for the Work or any services rendered by Haven MRO (formerly Flight Mechanix). All articles, parts or equipment delivered shall at all times be subject to the U.S. Export Administration Regulations and/or International Traffic in Arms Regulation and/or Customs Regulations and laws of the U.S.A and any amendments. Customer agrees not to dispose of U.S origin items provided by Haven MRO (formerly Flight Mechanix) other than in and to the country of ultimate destination specified in Customer's purchase order and/or approved government licenses(s) or authorizations(s), except as these laws and regulations may permit.

**INDEMNIFICATION.** Haven MRO (formerly Flight Mechanix) shall indemnify and hold Customer harmless for any loss or damage to the aircraft occurring while it is not in flight, providing such damage to the aircraft is caused by the gross negligence of Haven MRO (formerly Flight Mechanix), its employee, independent contractors or agents. In no event shall Haven MRO (formerly Flight Mechanix)'s indemnity obligations exceed the amount provided in Paragraph \_\_\_ hereof. After the aircraft leaves the custody of Haven MRO (formerly Flight Mechanix), Customer shall indemnify and hold Haven MRO (formerly Flight Mechanix) harmless for any claim (including reasonable attorney's fees and litigation or dispute resolution fees) against Haven MRO (formerly Flight Mechanix) in connection with the services provided by Haven MRO (formerly Flight Mechanix) pursuant to this agreement providing the claim results from negligence of Customer, it's employees, independent contractors, agents or third parties in operational control of the aircraft, except to the extent such claim results from the contributory negligence or willful misconduct of Haven MRO (formerly Flight Mechanix), it's employees, independent contractors or

agents. Neither party shall have any obligation to indemnify the other for losses or damages that arise from or related to Pandemic, or acts of war or terrorism.

**ACCESS TO FACILITIES AND CHANGES.** Customer shall have access during normal business hours to unrestricted areas at Haven MRO (formerly Flight Mechanix)'s facilities and the aircraft while the Work is being accomplished and shall observe Haven MRO (formerly Flight Mechanix)'s regulations. Customer may request changes to the Work if documented on a Haven MRO (formerly Flight Mechanix) Customer Service Request and Agreement, or contract/proposal addendum signed by Customer. Customer acknowledges that changes may affect price and Redelivery and is responsible for any change in price, including overtime required for such change.

**DEFAULT.** Should events occur which would give rise to a claim by Customer that Haven MRO (formerly Flight Mechanix) has breached this Agreement or is otherwise in default, Customer shall first give Haven MRO (formerly Flight Mechanix) a thirty (30) calendar day written notice of such claim. Before Customer can submit such claim to any dispute resolution process, Haven MRO (formerly Flight Mechanix), Inc. shall have thirty (30) calendar day period to cure any claim and avoid any liability to Customer. Customer's breach or failure to pay any sum due under this Agreement or any other agreement or contract with nonpayment is not cured within ten (10) calendar days after written notice of the breach, constitute a default of this Agreement and all other Agreements and Contracts between Customer and Haven MRO (formerly Flight Mechanix). In such an event, Haven MRO (formerly Flight Mechanix) may at its option withhold performance under this Agreement and any or all of the other agreements and contracts until a reasonable time after all defaults have been cured, and/or do anything else that the law permits.

**DISPUTE RESOLUTION.** If a dispute, claim or controversy arising out of or relating to the Agreement occurs (the "Dispute"), either party shall give written notice to the other party requesting that senior management attempt to resolve the Dispute. Within fifteen (15) calendar days after receipt of such notice, the receiving party shall submit a written response. Both the notice and the response shall include a statement of the applicable party's position and a summary of reasons supporting that position. The parties shall cause senior management to meet within thirty (30) calendar days after receipt of the notice, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to use commercially reasonable efforts to resolve the Dispute in good faith.

**ATTORNEY'S FEES.** The prevailing party in any litigation to enforce this Agreement or any obligation concerning its subject matter shall be entitled to its reasonable cost and attorneys' fees in addition to any relief obtained.

**APPLICABLE LAW.** This Agreement shall be interpreted in accordance with the law of the State of Texas, without regard to conflicts of law principles. The parties consent and hereby submit to the exclusive jurisdiction of the state courts located in Potter County, Texas. Customer Hereby Waives 1) The right to a jury trial in any and all proceedings, 2) Any and all objections to venue and inconvenience forum in the state courts referred to in this section, and 3) Any and all rights to remove any action to the United States District Court.

**AUTHORITY.** ANYONE SIGNING FOR CUSTOMER REPRESENTS THAT SHE OR HE IS EMPLOYED BY CUSTOMER IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND CUSTOMER TO THIS AGREEMENT.

ADDITIONAL CHARGES. The following additional charges are not included in the quoted prices and shall be paid upon demand if applicable.

- a. Repair of any customer furnished parts, material or equipment found not otherwise suitable for its intended use.
- b. Rework or addition to customer furnished engineering.
- c. Fuel, oil, insurance and flight crews required for flight testing, certification and/or ground runs on an aircraft.
- d. If overtime is required in order to complete the work on the schedule requested by Customer, Haven MRO (formerly Flight Mechanix), will advise Customer of the necessity and estimated cost and Customer will have the option to pay overtime rates or adjust the Redelivery date.
- e. Necessary replacement parts.
- f. Removal and Reinstallation or modification of interior components.
- g. Redelivery Flights by Haven MRO (formerly Flight Mechanix) and related freight, transportation, insurance, taxes, imposts, or other similar charges.
- h. Any replacement parts required in an exchange core overhaul which are not required as part of a normal overhaul.
- i. Shipping and handling charges in the amount of \_\_\_% of the total invoice amount will be applied.
- j. Cores that are returned for credit that are rejected, charged additional fees for excessive damage, or for overhaul charges
- k. A consumable charge of 3% will apply to all billed labor or charges not to exceed \$3,000.00.
- l. A minimum 10% handling fee will be assessed to all customer-supplied parts.
- m. Additional certification costs to meet non-FAA compliance requirements will be billed on a time and material basis.

AVIONICS. Any proposal for avionics work is subject to Haven MRO (formerly Flight Mechanix)'s review of the aircrafts wiring diagrams, availability of adequate space and power on the aircraft, the aircrafts compatibility with the system to be installed and an explanation of Customer's expectations and mission requirements. Haven MRO (formerly Flight Mechanix) requires that Customer send avionics drawing, a photograph of the instrument panels and pedestal and an equipment list.

SUBSTITUTIONS. Haven MRO (formerly Flight Mechanix) reserves the right to incorporate changes deemed necessary by Haven MRO (formerly Flight Mechanix) to avoid delays or improve product control, performance, reliability, stability, utility, manufactured or appearance of the Work.

PMA PARTS, PRICING AND SHOP RATES. Pricing quoted herein is valid for a period of thirty (30) days from the date of this proposal. Parts pricing is subject to change by the OEM FAA PMA approved parts may be

used. Any parts or assemblies permanently removed from the aircraft as part of maintenance or modification events will become the property of Haven MRO (formerly Flight Mechanix) unless arrangements are made in advance to the contrary. Work is performed on a time and materials basis, unless a flat-rates basis for labor is specified. Pricing may or may not include an agency or finder's fee. Quoted prices for inspections include flat-rates labor in accordance with the requirements in the manufacturer's inspection manual. Flat-rated labor is billed at the quoted rate regardless of the actual amount of labor required. Time and materials items are billed based upon the actual materials, parts, labor and outside services used. Haven MRO (formerly Flight Mechanix) will apply a minimum of 15% markup on all parts and outside vendor services.

MISCELLANEOUS. This Agreement is the entire agreement and exclusive statement of the Work to be done and applicable terms and conditions, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter. No amendment of or waiver of a right under, this Agreement will be binding unless it is in writing and signed by Customer and Haven MRO (formerly Flight Mechanix). If a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted. Failure by a party to assert any right under this Agreement shall not be a waiver of such right and no waiver shall be implied from the acceptance of any payment or service. No written waiver of any right shall extend to any subsequent similar or dissimilar breach. In the event of a conflict between this Agreement and any other Agreement between Haven MRO (formerly Flight Mechanix) and Customer, the terms of this Agreement shall prevail. The titles and subtitles given to sections of the Agreement are for convenience only any shall not limit or restrict the context of the Section to which they relate. The Provisions of this Agreement are for the benefit of the parties and not for the benefit of any other person.

#### **Haven Aero Broker/Charter Terms and Conditions:**

A charter quote is not a confirmed reservation. All reservations are on a first come first serve basis and subject to aircraft and crew availability at the time of booking. Upon acceptance of the terms and conditions listed herein, this document becomes a legal and binding contract between the two parties.

Passengers may not bring onboard any items on the TSA Prohibited Items List. List can be found on tsa.gov website under "What Can I Bring" tab. <https://www.tsa.gov/travel/security-screening/whatcanibring/all>

The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of

authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at [www.tsa.gov](http://www.tsa.gov).

The following Terms and Conditions will apply on all flights operated or contracted by Panavia Air Taxi, LLC d/b/a Haven Aero, LLC ("Haven Aero") FAA Cert VYXA423L.

PRICES, PAYMENTS, AND TERMS: Trip quotations are estimates calculated using flight plan routes, distances, winds, and weather and cannot reflect unforeseen delays, deviations or other exigent circumstances, which Client and Haven Aero agree include, but are not limited to weather events and air traffic control delays and/or routings. Billing is based on actual trip itinerary and expenses incurred. Any additional flight charges such as landing fees, ramp fees, and any additional services provided for the Client are estimated in this quotation and the actual charge will be added to the final billing. Services provided while on flight like deicing fees will be charged back to the broker/client and retail customers post flight. Catering and specialty services may include an administration fee. Fuel surcharges are subject to fluctuation of worldwide fuel market variability and will be billed at current fuel surcharge at the time the flight is quoted. Any change to or addition of any such expenses or fees included in a trip quotation will be disclosed to Client as soon as practical, and in every case within a reasonable time, after such information is available to Haven Aero. Haven Aero reserves the right to select the FBO airport facility.

IF CLIENT IS A BROKER OF AIR TRANSPORTATION OR INTENDS TO RE-SALE TRANSPORTATION PROVIDED BY HAVEN AERO, THEN CLIENT SHALL REMIT ALL EXCISE TAXES (FET) DUE TO SUCH TRANSPORTATION AND SHALL INDEMNIFY AND HOLD HARMLESS HAVEN AERO FOR ALL FET DUE. THIS PROVISION SHALL SURVIVE THIS AGREEMENT.

#### CANCELLATION POLICY AND ITINERARY CHANGES:

##### General:

Failure of passengers to be present at the scheduled point of departure at the scheduled departure time shall constitute default and cancellation on behalf of the Customer; no refunds shall be granted. In the event of cancellation by Customer, Haven Aero may depart to a destination of Haven Aero's discretion after the scheduled departure time. If some but not all passengers are present at the scheduled departure time, Haven Aero will depart at the scheduled departure time, and transport any passengers present, to the scheduled destination. Haven Aero is unable to wait or delay for passengers not present at time of scheduled departure. If Haven Aero does wait for passengers after the scheduled departure time, it is at the Haven Aero's sole discretion and done so on a case-by-case basis. Haven Aero may, based on availability, provide a substitute aircraft at a later time to Customer and at an additional charge. Haven Aero's aircraft can and may provide multiple flights in a day to multiple Customers. Encumbering Haven Aero's aircraft with undue delay can result in adversely affecting subsequent flights and causing damages to Haven Aero.

##### Domestic Trips:

Unless otherwise specified, from time of booking up to Seventy-two (72) hours, there will be an administrative fee of \$1,500 for Heavy Jets, \$1,250 for Mid Jets, \$1,000 for Light Jets and \$850 for Turbo Props. Within Seventy-two (72) hours and Forty-eight (48) hours prior to the scheduled departure time the termination fee is Twenty-Five (25%) percent of the charter quoted amount; within Forty-Eight (48) hours or less of the scheduled departure time the termination fee is Fifty (50%) percent of the charter quoted amount. Within Twenty-Four (24) hours or less of the scheduled departure time the termination fee is One Hundred (100%) percent of the charter quoted amount. If the flight is terminated due to the

customer's failure to appear for the charter, One Hundred (100%) percent of the charter quoted amount is due.

#### International, Holiday and Special Event Trips:

Unless otherwise specified, from time of booking up to Seventy-two (72) hours, there will be an administrative fee of \$1,500 for Heavy Jets, \$1,250 for Mid Jets, \$1,000 for Light Jets and \$850 for Turbo Props. Within Seventy-Two (72) hours and Forty-Eight (48) hours of the scheduled departure time the termination fee is Fifty (50%) percent of the charter quoted amount, and One Hundred (100%) percent of the charter quoted amount if cancellation is received less than Forty-Eight (48) hours of the scheduled departure time. If the flight is terminated due to the customer's failure to appear for the charter, One Hundred (100%) percent of the charter quoted amount is due. Mexico and Canada charters are governed by and under the Domestic Cancellation Policy. Exceptions to the above: One-Way charters: All one-way legs cancelled within 72 hours are subject to a One Hundred (100%) percent cancellation fee.

**INCLEMENT WEATHER:** If weather conditions prohibit a flight from departing or arriving at the planned locations, Haven Aero reserves the right and will work with the Client to provide an alternate departure location or destinations or to delay or cancel the trip upon consultation with the Client, and in the ultimate sole discretion of Haven Aero.

#### ITINERARY CHANGES and TRANSMITTAL OF CHANGES

Itinerary changes are permitted, subject to aircraft and crew availability, and Haven Aero's sole discretion. The total amount of the charter may be adjusted from the booked charter amount based on the circumstances of the itinerary change. Notification of changes and/or cancellations must be first communicated by phone, then followed by notification of change and/or cancellation in writing via email to [info@havenaero.com](mailto:info@havenaero.com) within the cancellation time frame listed above under Cancellation Policies.

It is the Customer's responsibility to confirm, before cancellation period, the size, weight, and number of baggage the Haven Aero can accommodate. Default luggage policy: Maximum allowable passenger luggage is one 16-25 lbs soft-sided bag per passenger, unless otherwise approved in writing by Haven Aero. An inability to accommodate all baggage will not result in any refund. If Customer desires to bring more baggage than the aircraft can accommodate, Haven Aero may assist in shipping the excess baggage to Customer's final destination, at Customer's sole expense and availability of shipping means. Excess baggage will not extend the time for departure. Haven Aero will have sole discretion to determine if there is excess baggage. All applicable FAA, TSA, and other governmental rules and regulations apply to baggage

**SUBSTITUTE AND BROKERED AIRCRAFT:** Haven Aero reserves the right to change aircraft or subcontract an approved aircraft for the flight or flight segment, due to mechanical difficulties, crew unavailability, or other circumstances beyond Haven Aero's control. In the event of a mechanical interruption, the client will only be responsible for payment of all costs incurred for the completed portion(s) of the trip. Haven Aero, will make every effort to provide a substitute at the quoted price; however, in the event the



quoted aircraft cannot be repaired for the requested departure date/time, Haven Aero will provide alternate aircraft options that the charter customer may accept or reject at his/her sole discretion. Charter customer will bear any cost difference associated with any substitute aircraft.

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 Haven Aero's contract here. If such brokered aircraft contract includes an additional cost, the additional cost will be fully disclosed to the Client for acceptance prior to Departure. Haven Aero shall not be the operator of any off-fleet or brokered aircraft. If applicable, operational details of any off-fleet or brokered aircraft will be provided as part of the travel itinerary and identified by:

"Flight Operated By Haven Aero: Client acknowledges that Haven Aero is not acting as agent of the brokered aircraft operator nor is Haven Aero acting as an agent of the Client. Unless disclosed otherwise, Haven Aero does not maintain a corporate business relationship or preexisting contract with any brokered aircraft operator.

**TRAVEL DOCUMENTS & PREPARATIONS:** The Client and its passengers shall be solely responsible for having in their possession all required travel documentation for all flights, including an official, government-issued form of identification (Driver's License, Military ID, Passports, Visas) and international requirements if needed. The Client shall ensure all of the passengers display their respective photographic identification to the Pilot in Command of the Aircraft prior to each flight. If passenger(s) is/are minors, proper documentation will be required in advance of and during flight for proof of guardianship/custody while in travel.

**INTERNATIONAL FEES:** International handling fees are estimates only. International costs will be billed as the invoices are received from foreign entities. Foreign services may take weeks to months to be billed and will be disclosed and billed to Client within a reasonable time after they become known to Haven Aero. International fees incurred in preparation for the trip shall be invoiced regardless of if and when the trip is canceled, and Client agrees to pay such fees.

**NO AGENCY RELATIONSHIP.** Nothing contained in any trip quotation or the act of performing any quoted activities will in any way create any association, partnership, agency, or joint venture relationship between the Client and Haven Aero, or be construed to evidence the intention of the parties to constitute such. Haven Aero does not serve in any capacity as an agent for Client, any operator of a brokered aircraft, or any passenger on the flights provided pursuant to this quote.

**PASSENGER BEHAVIOR:** The Client shall be liable to Haven Aero for any damage caused by any of the passengers to the Aircraft, or otherwise. All Haven Aero aircraft are non-smoking. Pets may be allowed with prior Haven Aero approval and carriage arrangements. Any required cleaning or repair of any damage caused by Client will be billed to Client and Client agrees to pay such fees. Haven Aero may deny providing service to any passenger, based upon impairment due to the consumption of alcohol or narcotics; or possession of illegal narcotics under US Federal law. Failure of Passengers or Client to

follow Flight Crew or Haven Aero employee or staff instructions shall be cause for immediate removal from a flight at Haven Aero's sole discretion. Such removal shall result in Client being responsible for any and all expenses incurred or charges associated with the Charter.

#### COVID-19 POLICY & PRECAUTIONS

Haven Aero is taking all recommended precautions to avoid exposure to the COVID-19 virus. The health and safety of our customers and crew members is our top priority. We ask customers who do not feel well to not fly until they are cleared for travel by a doctor or health professional. We require the same for all of our crew members. In the event any employee or crew member is exposed to COVID-19, we will advise all persons who may have been in contact with the infected person(s). If crew member symptoms arise during a charter flight, we will do what is necessary to limit exposure to our passengers and attempt to complete the charter, with a new crew, with as little interruption as possible. The safety of our passengers and crew is the number one priority.

**LIMITATION OF LIABILITY:** Haven Aero shall not be liable to the Client or any other person or entity for any injury to or death of any person or for any damage to or any loss of any property unless such injury, death, damage or loss is the direct result of the gross negligence or intentional misconduct on behalf of Haven Aero or any of its employees. Under no circumstances shall the liability of Haven Aero exceed the amount of insurance actually paid by Haven Aero's insurer in connection with such incident, and under no circumstances shall Haven Aero be responsible for any lost profits, or any special or consequential damages.

**PAYMENT:** A Credit Card is required to secure the reservation. Prepayment is required prior to Departure. Any incidentals or flight variances, in accordance with the terms and conditions of this Contract, will be charged to the Credit Card on file within 48 hours after the flight is completed. In the event that actual amounts are unknown within 48 hours after the flight, Haven Aero will charge the difference between the estimated amount and the actual amount upon receipt of appropriate invoices from airports, facilities, vendors, and/or other service providers.

**FORCE MAJEURE.** Haven Aero may cancel or reschedule the operation of any flight or flight segment to the extent that Haven Aero's performance is delayed, prevented or otherwise adversely affected in a material way upon notice to Client that such cancellation or rescheduling is required because of events beyond its control ("Force Majeure") and, upon such notice, performance hereunder shall be excused without liability of either party. Examples of Force Majeure include acts of God, weather, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of terror (whether perceived or actual and including threats), quarantine, epidemics, lightning, earthquakes, arrests, explosions, accidents to machinery or Aircraft, failure of public utilities, government restraint, or unavailability of fuel.

GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to principles which may govern any conflicts of laws, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions. Each of the Parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this itinerary or flights performed or brokered by Haven Aero shall be brought in the courts of (i) the State of Texas or the District Court of the United States having jurisdiction therein; (b) consents to the jurisdiction and court rules in Texas; and (c) that venue shall be proper in courts sitting in Potter County, Texas and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail (with a copy also sent to counsel for the opposing party), or in such other manner as may be provided under applicable laws or court rules in Texas. THE PART IS HEREBY KNOWINGLY AND FREELY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS ITINERARY OR FLIGHTS PERFORMED HERE UNDER.