

AIRCRAFT CHARTER CONDITIONS OF CARRIAGE

These Aircraft Charter Conditions of Carriage (“Conditions of Carriage”) are incorporated by reference into the charter trip quote or other charter services agreement offered to you by Mach Point Private Air, LLC¹ (“Company”), and these become part of the contract established by your acceptance of the charter trip quote or other charter services agreement. You as our customer (“You” or “Customer”) are responsible for ensuring that every passenger in your travel group receives and complies with the Company’s Passenger Notices available at <https://www.machpoint.com/passenger-notices>.

1. **Applicability of These Conditions of Carriage.** These Conditions of Carriage apply to each charter trip that you purchase from the Company, whether the flights are operated by the Company itself or by a Company-approved air carrier, and the identity of the operating air carrier will be provided for you in advance of each flight. In the event of a conflict between these Conditions of Carriage and the trip quote or other charter services agreement between you and the Company, the specific provisions of the trip quote or other agreement will govern over the provisions in these Conditions of Carriage.

2. Booking a Charter Trip.

a. **Charter Flight Quotes.** To begin planning your next trip, please contact Company’s Charter Team by phone at 833-FLY-MACH (833-359-6224) or by email at sales@machpoint.com to obtain a charter price quote. Pricing provided in Company’s charter quotes are valid for twenty-four (24) hours. However, quotes are otherwise not binding and are subject to change by Company due to aircraft or crew availability, weather conditions, or other reasons. Company’s performance also is subject to the receipt of timely payment from Customer, which must be received by the Company at least seventy-two (72) hours prior to the first flight in the itinerary. Failure to make timely payment may result in suspension of the charter flights.

b. **Flight Confirmations.** Itineraries will be considered confirmed when Customer communicates the desire to book the flight with Company and the booking is confirmed by a charter sales agent via email, phone, application message, or similar method of communication. Customer will be sent a detailed itinerary for booked flights.

3. **Included with Charter Quotes.** The Charter Quote includes estimated aircraft flight charges based on the planned itinerary, known taxes and government fees (including airport landing fees), standard beverages and snacks, and any other goods or services stated expressly in the Charter Quote. Additional charges may apply if actual flight times differ from estimates, if the location is involved in a special event (e.g., Super Bowl event flights), if you request special catering or beverages, if deicing or hangar sheltering is required by weather conditions (as determined by Mach Point in its reasonable discretion), or if there are foreign customs, immigration, or quarantine taxes or government fees incurred but not stated in the Charter Quote. Depending on the aircraft and routing, there may also be charges for the use of in-cabin Wi-Fi services.

4. **Changing a Charter Itinerary or Passenger Manifest.** If you need to change your travel schedule or passenger manifest list, please contact your Company charter sales representative as far in advance as possible, calling 833-FLY-MACH (833-359-6224). Company cannot guarantee a specific aircraft make, model, or availability, especially if your changes are significant in time or passenger listing. Also, the Company’s charter quotations may be subject to government permit requirements, airspace control authorizations, airport landing and departure slots, aircraft availability, crewmember availability, departure or arrival weather, and similar factors. In the event Company is not able to fulfill the trip as originally quoted to Customer, Company will use its best commercial efforts to provide Customer an alternative option available at the time to replace the prior aircraft for the trip. Alternative trip options may be presented at a cost higher or lower than the previous trip. The Customer will have the option to accept or decline the alternative trip based on the revised quote options. There will be no cancellation penalty for you if you decide not to accept one of the alternative flight options.

5. Cancelling a Charter Trip.

a. **Cancellation Process.** To cancel a trip, you must call 833-FLY-MACH (833-359-6224). In all cases, Customer is responsible for any amounts due as compensation for the partial completion of an itinerary, including, but not limited to, the costs of positioning the aircraft and returning it to its base. Unless otherwise agreed to in writing between Company and Customer, all booked trips will be subject to the following cancellation fees.

b. **Charter Flight Cancellation Fees.** The following cancellation fees apply to charter flights entirely within the Continental United States (“Domestic Flights”), flights with at least one origin or destination outside of the Continental United States (“International Flights”), and flights booked on Peak Days:

¹ Mach Point Private Air, LLC is a charter air carrier registered with the US Department of Transportation and holding FAA Air Carrier Certificate UZCA289K.
<https://www.machpoint.com/conditions-of-carriage/>

	Domestic Flight	International Flight or Peak Day	Special One-Way or Empty-Leg Offer
Any time after booking	None	10% of quoted price	100% of quoted price
Less than a week prior to departure	None	75% of quoted price	
48-72 hours prior to departure	25% of quoted price	100% of quoted price	
24-48 hours prior to departure	50% of quoted price		
Less than 24 hours prior to departure	75% of quoted price		
Day of departure	100% of quoted price		

6. Flight Service Experience.

a. Catering. Standard aircraft items (beverages and snacks) are included on all flights arranged by Company at no charge. Additional food items may be ordered at Customer's request and expense, subject to market availability and suitability for the aircraft equipment (e.g., presence of an aircraft-approved appliance for cooking or reheating).

b. Electronic Communications. Wi-fi service is generally available but not guaranteed for Domestic Flights. Charges may apply. Please see your Company charter representative for any questions or special needs you might have for connectivity, especially for international flights.

c. FBO Use for Passenger Boarding and Deplaning. The Company has a list of preferred FBOs at various airport locations, and the Company will use a Signature brand FBO whenever available. You may request a different FBO anytime, but there is a \$500 arrangement fee to use such an alternative FBO, and the fee is \$1,000 in the case of an airport where a Signature FBO is available.

d. Addition of Technical Stops for Fuel or Border Control. The Company and the pilot in command of the aircraft may determine that a technical stop needs to be added to your itinerary in the best interest of safety or compliance with applicable law. You will be informed as soon as reasonably possible that such a technical stop is being added. Standard cancellation terms apply if you cancel a flight due to the addition of a technical stop, unless such stop will result in a scheduled delay of more than three (3) hours.

e. Interruption of Service. If the charter service is interrupted for any reason, such as a delay caused by inclement weather, air traffic control, customs, or any force majeure, Company will use commercially reasonable efforts to assist the passengers and keep any delays to a minimum or explore alternative travel arrangements. If Customer accepts a time adjustment to the originally planned service, Customer is responsible for the original quoted cost of the trip. If Customer accepts an alternative travel arrangement, the Customer will be responsible for the difference in cost if it is higher or will be given a partial refund if it is lower. In no event will the Company ever be liable for any missed opportunities that occur as a direct or indirect result of a change, delay, or interruption of service. If a continuing flight alternative is not available or not accepted by you, then you are not responsible for cancellation fees. You will be responsible only for the cost of your flights up to that point in your itinerary, and you will be provided a refund of any amounts paid for the flight segments that could not be performed. Any refunds will be made within five (5) bank days.

f. Aircraft Amenities Unavailable. If the aircraft lavatory is temporarily unavailable on any aircraft for a flight segment that is planned to last more than one hour, Customer will have the right to cancel the flight without financial penalty.

7. Departure Adjustments.

a. Peak Day Adjustment of Departure Time. If your trip departure is on a Peak Day, you agree that the Company may automatically shift your departure time to a point two (2) hours earlier or two (2) hours later than the original quoted time. On the busiest flight days of the year, this schedule flexibility is used to help ensure the best flight experience by the most passengers possible.

b. Delayed Departures. If all passengers are not present and ready to board within one (1) hour of the scheduled trip departure time, the Company may cancel the flight, and normal cancellation charges will apply. If force majeure prevents a flight from departing, the Company will use commercially reasonable efforts to quote alternative flight arrangements for you. You will be responsible for any increased costs associated with the new quote, but you also will be entitled to receive a refund to the extent that the cost of the new quote is less than the original trip quote.

8. Prices.

- a. Flight Hours & Pricing.** The price for each flight is based on the relevant hourly rate for the aircraft multiplied by the actual flight hours for the trip, if the actual hours of flight time are greater than the estimate provided in the trip quotation.
- b. Pricing Confirmation.** The price quoted is confirmed once aircraft availability and owner approval are secured and the trip is confirmed. (Special requests are honored, when possible, but availability and pricing are not guaranteed.)
- c. Pricing Terms.** Please note the following pricing terms:
- i. All prices are stated in U.S. dollars (\$).
 - ii. There is a two-hour minimum flight charge per 24-hour period on all trips unless otherwise agreed upon in writing between Company and Customer.
 - iii. When applicable, additional charges apply, e.g., for international fees and taxes (estimated at the time of quotation but billed to Customer at actual cost), customs and immigration charges, catering, flight phone use, ground transportation, hangar, deicing, airport landing fees, ramp or parking fees, unforeseen flight diversions, supplemental crew expenses, aircraft security fees, etc.
 - iv. All flight itinerary changes are subject to review, approval, and pricing revisions as aircraft availability, aircraft performance and operational limitations, crew duty time restrictions, government permits, extended airport hours, etc., are reevaluated and secured. These changes may affect the original charter quote. Company will provide an updated price quote detailing itinerary changes upon request.
- d. Fuel Surcharge.** Price quoted includes an estimated fuel surcharge that may increase or decrease. The actual fuel surcharge cost will be billed once determined.
- e. Pet Service Fee.** A fee of \$500 will apply for each animal (other than a service animal) brought on the aircraft.
- f. Deicing Charge.** Customer will be responsible for all deicing costs incurred to prepare the charter aircraft for departure at any point on the documented itinerary or at the immediately preceding point of departure from which the aircraft is being positioned to start the itinerary. All determinations of need for deicing will be made in the sole discretion of Mach Point's operations and safety personnel.

9. Payments.

a. Time & Manner. Payment for all charters and auxiliary services are due prior to the first flight in the itinerary. Payment must be made at least 72 hours prior to departure, unless the trip is booked closer to the departure. In such cases (booking closer to departure), the payment must be made at the time of booking. Payment should be made by ACH or wire transfer, with confirmation of the ACH or wire order sent to the Company for tracking and quicker confirmation of receipt. In the event that such payment is not made, the Company reserves the right to (i) cancel the charter trip or (ii) charge any credit card you have provided for the amount of the charter quote plus a nonrefundable processing fee of 4%.

b. Late Fees. Late fee charges of 1.5% per month (18% per year) or the highest legal rate, whichever is less, may be assessed on all past due invoices. In the event of default that requires third-party intervention to collect, Customer agrees to pay all costs of collection, including out-of-pocket expenses, and attorney fees, regardless of whether a formal court proceeding is filed.

10. Peak Days. As used in these Conditions of Carriage, the following are deemed "Peak Days" for travel: (a) Dr. Martin Luther King, Jr. Day, (b) Presidents Day Weekend (Friday-Tuesday), (c) Memorial Day Weekend (Friday-Tuesday), (d) Independence Day and the closest weekend, (e) Labor Day Weekend (Friday-Tuesday), (f) Columbus Day Weekend (Friday-Tuesday), (g) Thanksgiving (Wednesday before to the Sunday after), (h) Christmas Holiday (December 23-27), (i) New Years Day (December 30-January 3), and (j) any Special Events periods plus up to two days before and after (e.g., Super Bowl, PGA Masters, MLB World Series, Olympics, or any other major event involving higher than average flight demand).

11. Miscellaneous Provisions.

a. Agreement Completeness. Together with the Trip Quote or other charter services agreement, these Conditions of Carriage constitute the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements, communications, representations, and warranties, whether oral or written.

b. Amendment. These Conditions of Carriage may be revised by Company at any time at its sole discretion. The Conditions of Carriage applicable to your charter trip are those in effect at the time of your flight.

c. **Assignment.** Neither party may assign its rights or responsibilities under this Agreement without the prior written consent of the other Party, except that the Company may assign responsibilities to third party service providers, such as approved charter air carriers, fixed base operators, caterers.

d. **Compliance with Applicable Law.** Each party will comply with all applicable law in its performance of this Agreement. This includes compliance with all applicable aviation safety, customs, immigration, border quarantine laws, as well as compliance with applicable anti-bribery (e.g., Foreign Corrupt Practices Act), anti-money laundering, and sanctions laws.

e. **Force Majeure.** No party shall be liable for any failure or delay in its performance under this Agreement to the extent that such failure or delay is caused by circumstances or events that are reasonably beyond that party's control. Force majeure circumstances and events include Acts of God, air traffic congestion, aircraft unavailability due to unscheduled maintenance or other safety needs, earthquakes, epidemics and pandemics, flight crewmember unavailability due to personal emergencies or safety needs, floods, government actions or inactions affecting flight operations, labor strikes or walkouts, riots, terrorism, volcanic eruptions, and war.

f. **Governing Law & Jurisdiction.** These Conditions of Carriage are governed by and interpreted under the laws of the State of Indiana, excluding its choice of law provisions. For any matter arising under these Conditions of Carriage, the parties consent to the exclusive jurisdiction of the federal courts located in the Southern District of Indiana where federal jurisdiction exists, and to the jurisdiction of the state courts located in Indianapolis and Marion County, Indiana if federal jurisdiction does not exist.

g. **Indemnification.** Customer shall indemnify, defend, and hold harmless Company (including Company's parent, sister, and subsidiary companies and all of their respective shareholders or members or partners, directors, officers, employees, agents, and counsel) from and against any and all claims, actions, suits, proceedings, judgments, administrative agency civil penalties, damages, costs, and expenses (including, without limitation, reasonable and documented attorneys' fees and costs) brought by any of Customer's passengers, guests, or invitees, or to the extent they are due to either of the following: (1) Customer's or passenger's violation of any law applicable to the charter, security, or interference with the operation of the aircraft; or (2) Customer's or passenger's breach of these Conditions of Carriage.

h. **Severability.** If any provision of these Conditions of Carriage is held to be invalid or otherwise unenforceable, the remaining provisions will be unimpaired, and the invalid or unenforceable provision will be replaced by a mutually acceptable provision that is valid and enforceable and that comes closest to the original intent of the parties.

i. **Use of the Charter Service; Brokerage.** Customer agrees it is purchasing the charter air transportation services either (1) for the carriage of Customer and its guests, and Customer will receive no compensation from a guest passenger for being carried on board the flight, except as permitted by law, or (2) Customer is a broker authorized by its own customer and the passengers to arrange the flights on their behalf, and Customer's brokerage of these flights is fully compliant with applicable law. Additional if Customer is brokering these flights, Customer agrees that it will be solely responsible for the collection and remittance of payments for the services provided as well as for applicable sales taxes (e.g., U.S. excise taxes, segment fees, and international fees).

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