

2017 onwards

TERMS AND CONDITIONS – BLUE BELUGA* (SUPPLIER)
(hereinafter Terms and Conditions)

PARTIES

(1) SUPPLIER

(2) YOU (Client)

BACKGROUND

(A) The Supplier carries on the business of supplying the food and beverages listed in its menu from time to time being offered (**Products**) which in itself is a premium quality service.

(B) The Client wishes to buy, and the Supplier wishes to supply the Products on the terms and conditions set out in these Terms & Conditions.

(C) Please read and understand the terms and conditions on which we agree to supply our catering services to you. By confirming your booking with us (in writing, email or orally) you have accepted your Quotation and these Terms & Conditions. These terms and conditions do not affect any statutory rights that the Client may have as a consumer.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions apply in these Terms & Conditions:

Business Day: any day, other than a Saturday, Sunday or public holiday in Monaco, when clearing banks in Monaco are open for business for the transaction of normal business (other than business solely comprising trading and settlement in Euros).

Fixed Base Operator: an organization granted the right by an airport to operate at the airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.

Group: in relation to a company, that company, any subsidiary or holding company from time to time, and any subsidiary from time to time of a holding company of that company.

Menu: the menu prepared by Supplier and provided to Client either in written form or on Supplier's website <https://www.blue-beluga.com/> from time to time.

Order: an order for Products submitted by the Client in accordance with Clause 3, such Order agreeing to the Quotation. Each Order shall specify:

- Number of sale units of each type of Products and Services;
- Preferred delivery date and time;

- Other information necessary to fulfil the order.

Order Number: the reference number to be applied to an Order by the Supplier in accordance with Clause 4.

Products and Services: the Products set out in Menu and, where the context requires, the Products ordered by and supplied to the Client, such Products also potentially being equipment, cutlery, crockery or other ancillary equipment purchased or hired.

Price: the prices listed in Menu plus any additional third party incidental costs such as courier costs, delivery fees, loading and handling fees, some of which the Supplier may charge an administration handling fee for, all of which are provided in Quotation. Should Clients' requirements change after Supplier has provided Quotation or should any incidental costs change which are outside Supplier's control Supplier may amend Quotation and issue an amended or supplemental invoice to Client, notifying Client of such changes.

Quotation: the detail of the Order including specific Products and quantities, and in some but not all circumstances along with costs including the Price.

TVA: sales tax or any equivalent tax chargeable in Monaco or elsewhere.

Year: from 1st January to the following 31st December.

Quotation: a statement setting out the estimated cost of a product or service

2. SUPPLY OF THE PRODUCTS AND QUALITY OF SERVICE

2.1 The Supplier shall supply, and the Client shall purchase, such quantities of Products as the Client may order in accordance with these Terms & Conditions and as set out in the Quotation and agreed to in the Order.

2.2 The Products and Services provided conform to international standards and correspond to health and hygiene regulations imposed on food products in the country in which they are prepared.

2.3. The Supplier imposes a vetting procedure for all its third party subcontractors in order to ensure the quality of any of their subcontractors' products and services and to ensure their values correspond with the Supplier's values which are to provide a product and service that is of the highest level of quality one might reasonably expect in private jet catering. Details on this vetting procedure are available upon written request of the Client.

3. TRADING NAMES

The Supplier uses different trading names in different jurisdictions.

4. ORDERS

4.1 Orders shall be confirmed by the Client orally, in writing or by email to inflight@blue-beluga.com, following receipt of the Quotation in writing from the Supplier (email or paper form). In some circumstances the Supplier will be unable to give a written Quotation but instead will provide an oral one, keeping a written record of the detail of the Quotation should the Client ever dispute it, the Supplier's record being final and binding on the parties, subject to the appropriate paperwork being presented to

the Client. In many cases the Quotation will not entail the Price and the Client is referred to Supplier's Menu and standard industry charging practices.

4.2 A Quotation will usually contain details of the following: Products ordered; quantity ordered; delivery location; delivery date and approximate time; possibly prices and incidental costs (subject to change).

4.3 The Supplier shall use its reasonable endeavors to supply the Products in accordance with the Client's Orders.

4.4 Some food ingredients, decorations and/or any other items that Supplier has agreed to provide to Client may be subject to availability. Whilst Supplier will make every effort to source the items as agreed, Supplier may be required to substitute particular ingredients or items if Supplier are unable to source those originally specified. This is to preserve the highest standard of Suppliers' services.

4.5 Where Supplier deem any alterations or substitutions are necessary, Client authorises Supplier to use his discretion to select suitable alternatives, having regard to any specific instructions you have given to us. We will always use reasonable endeavours to source items of a similar price and quality, but substitution of items may alter Supplier's Quotation. Supplier will use the reasonable endeavours to notify Client of any such changes in advance.

4.6 The Supplier shall assign an Order Number to each Order received from the Client and notify such Order Numbers to the Client. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

5. MODIFICATIONS AND CANCELLATION OF ORDERS

5.1 Modification of Orders (higher or lower amounts or quantities) must be notified at least 24 hours prior to delivery. If less than 24 hours before and the Order is for a higher quantity or amount, the Supplier will use its best endeavours to fulfill the Client's requirements. If a modification lowers the quantity or amount by more than 25% then this is deemed to be a cancellation or part cancellation of an Order and the provisions in Clause 4 concerning cancellation will apply.

5.2 In the event of partial or full cancellation for any reason (including flight cancellations due to weather, technical problems, inability to refuel, obtain landing slot or any other reason) non-refundable charges will be invoiced as follows:

- (a) For any order cancelled more than 24 hours prior to the requested delivery time, no cancellation fee will be charged.
- (b) For any order cancelled less than 24 hours prior to the requested delivery time, a 100% cancellation fee may be charged, being 100% of the fees that would have been charged in the Quotation.

5.3 Where the Supplier has requested a special product that is not specified in the Menu in its Order and the Supplier cannot return this to the party it purchased it from, where there is cancellation within 3 calendar days of the requested delivery time the Supplier reserves the right to invoice the Client for any amounts it cannot be reimbursed for by its supplier.

6. DELIVERY, DELIVERY FEES AND HANDLING FEES ETC.

6.1 The Supplier shall deliver the Products specified in each Order to the agreed delivery location (**Delivery Location**) on the agreed delivery date and delivery time.

6.2 Delivery of an Order shall be complete on the completion of its arrival at the Delivery Location.

6.3 The Supplier may deliver Orders by installments where possible, which may be invoiced and paid for separately although the Supplier shall not deliver Orders by installments except with the prior written consent of the Client. References in these Terms & Conditions to Orders shall, where applicable, be read as references to installments.

6.4 Delivery times are only given by way of information and indication, although Supplier endeavor to make these approximations as close as possible to the actual delivery time, depending on the options Supplier have for transportation and supply.

6.5 The Supplier makes all efforts to deliver as close as possible to the delivery time indicated on the Order or accepted proposal although it cannot be liable for any force majeure or other event outside its control, such as strikes, fire, storms, floods, travel bans, traffic jams, accidents, terrorism etc., this list not being exhaustive. Failure to observe delivery times in cases of events categorized as force majeure shall not give rise to damages, deductions or cancellation of the orders being handled.

6.6 The Supplier will keep the Client informed of any delays to the delivery times and the Client will not be charged for late deliveries after it is no longer practically possible to deliver the Order if the Client is compliant with all his obligations to the Supplier under these Terms & Conditions and in any event in the case of late delivery where there is no force majeure the only recompense for the Client is that the Supplier will not charge for the Order and will refund any prior payments made.

6.7 Delivery Fees are to be paid as indicated in the agreed Quotation or Order and night deliveries from midnight to 4 a.m. will be charged at an additional fee. **Fees for loading on board** depend on the category of the aircraft and the day and time of loading and further details should be requested from the Supplier. Some Fixed Base Operator deliverers may invoice the Client directly. Delivery fees and loading taxes also vary from airport to airport.

6.8 Where Orders are to be collected they may be collected during the usual business hours at the collection point. Where Orders are delivered to the collection point and are not collected full payment by the Client is still due.

6.9 Handling fees may also be charged dependent upon the airport.

6.10 Waiting fees may also be added to invoices where the Client requests it or where technical delays or non-communication of information necessitates it.

6.11 Specific requests may sometimes require Supplier to use a courier or an express courier and this service will be invoiced and may incur a minimum charge of one hour. A fraction of an hour will be billed as one hour, and nighttime couriers may be charged extra.

7. FOOD SAFETY AND ALLERGIES

7.1 All food which is not consumed within two hours at room temperature should be disposed of for food safety reasons.

7.2 The food delivered should be kept in refrigerated conditions until served. Supplier cannot be held responsible for the safety of any food provided by Supplier that has not been stored in refrigerated conditions after delivery has been made.

7.3. Please note that for legal and health and safety reasons once an Order leaves Suppliers' premises Supplier cannot take it back or store it even for a short period of time. Where a Client cannot accept delivery, this would be treated as a cancellation of the Order and the rules of Clause 4 will be applied.

7.4 Supplier cannot be held responsible, with regard to food safety, for the method that the Flight Attendant, or any other person, chooses to reheat the food.

7.5 Supplier should be notified by the Client in advance of any allergies or special dietary requirements that Clients' guests may have, so that Supplier can prepare food that is suitable for any allergy sufferers or persons with special diets. Supplier will also use our best endeavours to inform the many third parties involved in ensuring the food reaches the Client of the allergy Supplier have been notified of, though request the Client uses all endeavours to ensure it does so too.

8. HIRE EQUIPMENT AND BREAKAGES

8.1 Client will be responsible for all hire equipment from the time of delivery until it is collected or returned.

8.2 Any equipment lost or damaged by Client or his clients will be charged at the full replacement cost.

8.3 Supplier will invoice Client for any breakage costs incurred.

8.4 Where Supplier have been requested to clean any cutlery, crockery or other items and they are not returned by Supplier in the same condition, Supplier will only be responsible to repair or replace such items where the Client can show the damage has occurred when the items have been in Supplier's custody.

8.5 Where Supplier is asked to remove and store fridge, freezer or dry store bags and keep them for a Client, returning them back to the Client upon request, Supplier is in no way responsible for such bags or their contents.

9. PRICES AND TERMS OF PAYMENT

9.1 The Price shall be the prices listed in the Menu plus any additional third party incidental costs such as courier costs, delivery fees, loading and handling fees, some of which the Supplier may charge an administration handling fee for.

9.2 All amounts are exclusive of amounts in respect of TVA. The Client shall, on receipt of a valid TVA invoice from the Supplier, pay to the Supplier such additional amounts in respect of TVA as are chargeable on a supply of Products or services. Where there is a valid Aircraft Operator's Certificate (AOC) in place with registration of that specific aircraft and the current TVA rules mean that in such circumstances an Order is TVA exempt then a copy of the valid AOC with the registration of that specific aircraft must be provided to Supplier in order for Supplier's invoice to show the Order is TVA exempt. Where the Supplier has not charged TVA and it is later discovered that TVA is applicable then the Client agrees to be responsible for that TVA and to pay any outstanding TVA to the Supplier immediately upon the Supplier's confirmation that it is due and owing.

9.3 Due to jurisdictional and operational practicalities the Supplier reserves the right to charge up to an additional 50% of the total invoice amount in circumstances where the Supplier receives the order 12 hours or less prior to delivery.

9.4 A final invoice will be issued as soon as practically possible quoting the Order number. The due date for payment is within 48 hours of delivery of the food, although in certain circumstances the Supplier may in its discretion ask for full payment prior to delivery.

9.4 Payments may be made by credit card or bank transfer into the bank account as specified on Supplier's invoice. Where payments are made by credit card a 3% credit card handling fee will be charged. For American Express payments the handling fee is 4%.

9.5 Supplier reserves the right to charge interest if Suppliers' invoices are not paid by their due date. Interest on late payments will be charged at a rate of up to 50% of the total invoice amount and in addition any court judgment interest applicable from the first day of late payment.

9.6 The Client may be entitled to the Supplier's standard discount for prompt payment. Further details may be provided on written request of the Client.

9.7 If the Client disputes any invoice or other statement of monies due, the Client shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 calendar days of the Client giving written notice to the Supplier, the dispute shall be resolved in accordance with the jurisdiction and law provisions of these Terms & Conditions. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set and shall not be affected by any payment dispute.

9.8 No party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party under these Terms & Conditions against any amounts payable by it to the other party under these Terms & Conditions.

9.9 All payments payable to the Supplier or the Client under these Terms & Conditions shall become due immediately on its termination. This clause is without prejudice to any right to claim for interest under the law or under these Terms & Conditions.

10. INSURANCE

10.1 During the term of these Terms & Conditions the Supplier shall maintain in force insurance policies with reputable insurance companies, such policies being sufficient for what a reasonable person would deem to be appropriate insurances for this type of business.

10.2 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under these Terms & Conditions, which they are contracted to fulfill.

11. COMPLIANCE WITH LAWS AND POLICIES

11.1 In performing its obligations under the agreement, the Supplier shall comply with all applicable laws, statutes and regulations from time to time in force; and

12. LIMITATION OF LIABILITY

12.1 Should a subcontractor not deliver on this high quality the Supplier excludes any and all claims made directly against it, save for those which cannot be excluded by law.

12.2 The Supplier acts as a coordinator providing a flight catering support service. The Supplier does not produce, package or deliver any food and excludes all liability in respect of this. Where there are any potential claims the Client must contact the subcontractor directly.

12.3 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

(a) any breach of these Terms & Conditions;

(b) any use made or resale of the Products by the Client, or of any product incorporating any of the Products; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms & Conditions.

12.4 Nothing in these Terms & Conditions shall limit or exclude the liability of either party for:

(a) death or personal injury resulting from negligence; or

(b) fraud or fraudulent misrepresentation; or

(c) the deliberate default or willful misconduct of that party, its employee, agents or subcontractors.

12.5 Without prejudice to Clause 12.4 above neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

(a) loss of profit; or

(b) loss of goodwill; or

(c) loss of business; or

(d) loss of business opportunity; or

(e) loss of anticipated saving; or

(f) loss or corruption of data or information; or

(g) special, indirect or consequential damage or loss

suffered by the other party that arises under or in connection with these Terms & Conditions.

12.6 Without prejudice to Clause 12.4 or Clause 12.5 the Supplier's total liability arising under or in connection with these Terms & Conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to any amount paid to Supplier in relation to a particular Order.

13. ASSIGNMENT AND OTHER DEALINGS

13.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms & Conditions without the prior written consent of the other party.

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time during these Terms & Conditions and for a period of two years after termination disclose to any person any confidential information in whatever form, oral (subject to written confirmation of its confidential nature within thirty (30) days of disclosure), written, or visually presented, magnetic, electronic, numerical, including but not limited concerning the business, affairs, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Clients (**Confidential Information**), except as permitted by Clause 14.2.

14.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, agents, consultants or subcontractors (**Representatives**) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms & Conditions, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 13 as though they were a party to these Terms & Conditions. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms & Conditions are granted to the other party or to be implied from these Terms & Conditions. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

15. FURTHER ASSURANCE

15.1 At its own expense, each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Terms & Conditions.

16. VARIATION

16.1 No variation of these Terms & Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

17.1 A waiver of any right or remedy under these Terms & Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

17.2 A failure or delay by a party to exercise any right or remedy provided under these Terms & Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms & Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. NOTICES

18.1 All and any notice, request or other communication given to a party under or in connection with these Terms & Conditions shall be in writing and shall be delivered personally or by courier to the parties at the latest known address notified by one party to the other in writing. If by hand during normal business hours on a Business Day delivery shall take place on the date and time of delivery. If outside normal business hours delivery shall take place at 9 a.m. on the next Business Day.

18.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.3 A notice given under these Terms & Conditions is not valid if sent by email.

19. ENTIRE AGREEMENT

19.1 These Terms & Conditions constitutes the entire agreement between the parties of these Terms & Conditions and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into these Terms & Conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms & Conditions.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms & Conditions.

20. THIRD PARTY RIGHTS

20.1 These Terms & Conditions do not give rise to any third party rights to enforce any term of these Terms & Conditions, unless it's agreed accordingly.

21. GOVERNING LAW AND JURISDICTION

21.1 These Terms & Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Monaco and the courts of Monaco shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions or its subject matter or formation.

* Blue Beluga is the trading name for LUXAVIA, Palais de la Scala, 1 avenue Henry Dunant, 98000, Monaco

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