

## Terms and Conditions

The Terms and Conditions (the “T&Cs”) shall apply to all contracts for the charter of aircraft from NovaJet Aviation Group (“NovaJet”) and shall automatically form an integral part of any Agreement. Any amendment or variation of these Charter T&Cs are only valid if such variation or amendment has been confirmed by NovaJet in writing to the Client.

NovaJet shall protect and maintain the confidentiality of any Confidential Information (as hereinafter defined), “Confidential Information” shall be deemed to include all information, materials and/or data relating to the charter, including, but not limited to, passenger itineraries, routes and dispatch details and any discussions or documents associated with or occurring among passengers.

**GENERAL:** Quotes are based on the specific aircraft model indicated. Should that aircraft become unavailable due to unforeseen circumstances, every effort will be made to secure an equivalent aircraft; your cost may vary accordingly. Itinerary changes are permitted, but subject to owner approval and availability of aircraft and crew; your cost will be adjusted accordingly.

**COSTS, CANCELLATION and PAYMENT:** The Client unconditionally agrees to all the Aircraft Charter T&Cs. The acknowledgement of the Client, by signature of a quotation, constitutes a contract of carriage between the Client and NovaJet. NovaJet explicitly reserves the right to execute the charter services upon receipt. The Client acknowledges on behalf of its Passenger(s), and hereby warrants its authority to give such acknowledgement on their behalf, that no contract will exist between the Clients Individual Passenger(s) and NovaJet. It is the responsibility of the Client to ensure that the Passenger(s) and any relevant third party is informed of, and abides by, these Charter T&Cs. Where a person, firm or company enters into an agreement as agent of the Client, such person, firm or company shall be jointly and severally liable with the client for payment of the Charter Flight and any additional costs according to T&Cs contained within, as well the cost of any damages or losses caused by Passenger(s).

All prices are in Canadian funds (CAD) and include Canadian applicable taxes (GST/HST/QST and ATSC/ passenger), unless otherwise stated. Payment is due upon Signature. For departures within seven (7) days of signature, payment is required, received in cleared funds, by wire transfer or credit card (Visa or Mastercard), net of any bank charges or deductions, no later than seventy-two (72) hours prior to the first Scheduled Departure time (“SDT”). For departures within twenty-four (24) hours of signature, payment by credit card is required. If a payment is taken by credit card, an additional non-refundable 3.5% administration fee will be applied to the cost of the charter.

This quotation EXCLUDES, but not limited to, both live and positioning sectors, anti-icing, de-icing, ground transportation, catering, hangarage, diversions, weather or ATC related delay(s)/hold(s), insurance surcharges, Wi-Fi and flight phone, if applicable. Additional expenses will be billed post flight and the client agrees to pay upon receipt. Additional expenses will be billed automatically to the credit card provided.

In the event of a cancellation by the Client, the following cancellation charges will immediately become payable by the Client to NovaJet:

- 25%: Upon Signature, or;
- 50%: If cancellation occurs less than 14 days prior to SDT, or;
- 75%: If cancellation occurs less than 07 days prior to SDT, or;
- 100%: If cancellation occurs within 12 hours of SDT, or no show

If any payment is not received from the Client by the date(s) requested, NovaJet may, without prejudice to any other rights or remedies it may have in respect of such default, cancel the Agreement with no further liability to the Client and NovaJet will be entitled to cancellation charges from the Client in accordance with the T&Cs of the agreement.

Cancellation in case of (i) a delay of any Passenger(s) leading to NovaJet having to cancel the booked flight, (ii) a No-Show of Passenger(s), or (iii) any refusal of the Passenger(s) to conduct a flight in accordance with the requirements of the pilot in command and/or for flight safety or security reasons leading to the pilot in command to reasonably deem it necessary to cancel or terminate a scheduled flight, then the Cancellation charges shall be applicable and payable by Client.

The Charter Price is agreed in the currency shown on the charter Quote, unless stated otherwise. On request from the Client, NovaJet in its sole discretion may elect to accept settlement of the price in US Dollars ("USD"). Upon request, a new invoice will be issued to the client, converting the price using the NovaJet exchange rate on the date of issue of the invoice. If immediate payment is not received, NovaJet reserves the right to recalculate the conversion of the original invoice at the date of payment and issue a revised and/or further invoice for any additional amounts outstanding at the date of payment.

This is a confidential contract rate and NovaJet will operate to the T&Cs of its Published Tariff.

**INTERRUPTED FLIGHTS:** NovaJet shall not be liable for expenses incurred for replacement transportation in the case of mechanical interruptions; charges will only apply on the portions of the flight completed. If a flight does not reach its destination due to weather, or for reasons beyond the control of NovaJet, charges will apply to any destination reached and the return flight of the aircraft and crew (with or without passengers) to home base. In the case of mechanical interruptions, NovaJet may, at its option, provide substitute transportation that may be charged as an additional fee. NovaJet shall not be liable for any operational circumstances including but not limited to delays or route changes caused by weather, passenger loads or winds. Flight times, direct flight(s), fuel stop locations and aircraft routing are estimated and additional fuel stops or vectoring maybe required.

**DISCLOSURES:** Desired transportation of any animals, medical oxygen, firearms, dangerous goods, other hazards, or passengers with special needs including allergies must be communicated beforehand to the NovaJet Operations Department. Although best efforts will be made NovaJet cannot guarantee the cabin environment or catering will be allergy free. All customs declarations must be communicated to the pilot in command prior to departure.

**DOCUMENTATION:** Passengers are responsible for obtaining and carrying all necessary travel documents, such as but not limited to, passport(s), visa(s) and minor consent letter(s). All passengers must present a valid government-issued photo ID prior to boarding. In the absence of this security mandate two other forms of valid ID, one of which must be issued by a government agency, may be presented. NovaJet is prohibited from transporting any person who fails to produce identification. Any parent or legal guardian traveling with a child (children) under 18 years of age (19 depending on the province or territory of residence), without accompaniment of the other parent or legal guardian must provide a duly notarized letter of consent from the absent parent or legal guardian before that child (children) will be allowed to depart on an international flight. Flight deviations and additional stops will be charged accordingly if passenger information is not submitted on time or is inaccurate.

**RESPONSIBILITY:** NovaJet, it's agents, employees or representatives shall not be liable for any injury, loss, expense or damage including, but not limited to, indirect, special or consequential damage, or other irregularity caused by the defect of any vehicle or conveyance or the negligence of any company or person engaged in conveying the passenger(s) or carrying out the arrangements for your trip, or by accident, delay, flight schedule change, cancellation, illness, weather, strikes, war, quarantine, or any similar cause. Each Party shall defend and hold harmless the other from and against any and all claims, causes of action and other liabilities rising in connection with the performance or non-performance of their respective obligations under this agreement.

**DAMAGES:** The Charter Client shall ensure that at all times the passenger(s) act in a reasonable and responsible manner while on board the aircraft. In addition, the charter client shall ensure that all passengers comply with the pilot in command's instructions. The Charter Client shall be liable for any

aircraft damage or missing property arising from their or their passenger(s) actions.

**OPERATIONAL:** Aircraft managed by NovaJet are operated under Transport Canada (“TC”) Air Carrier Certificate No. 9856. Sub contracted aircraft are operated under their respective Federal Aviation Administration (“FAA”), TC or local equivalent Air Carrier Certificates, in which case you shall hold harmless NovaJet against any and all losses; in the event of loss, interests of any lessor of record will be superior with respect to the aircraft.

If the Charter Client wishes for the aircraft and or crew to remain with them during itineraries which include multiple days in a one location (overnights) then the charter client must communicate this request at the time of booking. The Client understands that if the request is not made the aircraft and or crew may not remain at their destination. On itineraries that include overnights where the crew and aircraft stays at destination the crew will remain on a 12hr call out to accommodate any additional requests.

For all Charters that are sold on an empty leg/one-way basis the Charter Client acknowledges and agrees that in the event the associated charter that produced the empty leg/one-way cancel, for any reason, it may cancel their flight and the agreement will terminate with no liability to NovaJet for any costs or replacement aircraft. The client further acknowledges and agrees, empty leg/one-way departure times are estimated and dependent on the associated charter, or any changes to the associated charter should they occur. NovaJet has no liability to for any costs or replacement aircraft as a result of associated trip changes. All Charters that produce an empty leg are the sole property of NovaJet which cannot be marketed or sold by any third party unless approved prior in writing by NovaJet.

With respect to Crew Duty Day Requirements NovaJet complies with all Canadian Aviation Regulations (“CARs”) published by TC. The client understands that any deviation in the originally confirmed itinerary including but not limited to passenger, mechanical, or weather delays may impact the crew’s maximum 14 hour or 17hour duty day. During such events the crew may require an additional rest period of up to 11hours.

**BAGGAGE:** Most aircraft will accommodate one standard carry on size per passenger. However larger containers, hazardous materials and oversize luggage including golf clubs etc. need to be approved in writing by NovaJet for capacity, operational, and safety purposes. It is Charter Client’s responsibility to advise NovaJet well in advance of all baggage loads outside of the standard one carry one per passenger.