



GENERAL TERMS AND CONDITIONS OF BROKERAGE

FOR ON-DEMAND AIRCRAFT CHARTER

September 2026

SESJETS

(trade name owned and operated by S.E.S Holdings Ltd)

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AMENDMENTS TO THESE GENERAL TERMS

SESJETS reserves the right to amend, update or replace these General Terms from time to time without prior notice. Any revised General Terms shall take effect upon publication on the SESJETS website or on such later date as may be stated therein and shall apply to Charter Bookings concluded thereafter. Unless required by applicable law or expressly agreed in writing, any such amendment shall not affect a Charter Booking already accepted before the revised General Terms take effect.

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INTRODUCTION

These General Terms and Conditions (the “General Terms”) govern the brokerage services provided by S.E.S Holdings Ltd, a company incorporated in the Republic of Cyprus under registration number HE245563, trading as “SESJETS” (“SES”, “SESJETS”, “we”, “us” or “our”), in relation to on-demand aircraft charter arrangements.

SESJETS acts as an independent aircraft charter broker and intermediary. SESJETS is not an air carrier, does not itself operate aircraft and does not undertake the carriage of passengers or cargo. Air transportation is performed by third-party air operators holding the licences, approvals and operating authorisations required by the competent authorities applicable to their operations.

These General Terms apply together with the relevant Charter Booking and any Special Conditions expressly agreed in writing. By signing, electronically accepting, confirming by email where acceptance is expressly requested, or otherwise accepting a Charter Booking in the manner specified by SESJETS, the Charterer agrees to be bound by the Agreement.

1. DEFINITIONS

1.1 “Agreement” means the brokerage agreement between SESJETS and the Charterer comprising, in descending order of precedence: (i) the Charter Booking; (ii) any Special Conditions expressly agreed in writing; and (iii) these General Terms.

1.2 “Aircraft” means the aircraft identified in the Charter Booking or any substitute aircraft accepted or lawfully substituted in accordance with the Agreement and the Operator’s operational requirements.

1.3 “Charter Booking” means the document, quotation, confirmation or schedule of specific commercial and flight terms issued by SESJETS and accepted by the Charterer.

1.4 “Charter Contract” means the contract or arrangement for air carriage between the Charterer and/or passenger, as applicable, and the Operator, including the Operator’s conditions of carriage.

1.5 “Charter Price” means the price payable to SESJETS in respect of the brokerage and charter arrangement as stated in the Charter Booking, subject to these General Terms and any additional charges properly due.

1.6 “Charterer” means the natural person, legal person, firm, company or other entity identified in the Charter Booking as the contracting customer of SESJETS.

1.7 “Flight Schedule” means the itinerary stated in the Charter Booking, including departure, destination, intermediate points and scheduled or estimated dates and times.

1.8 “Operator” means the third-party licensed air operator that operates the relevant flight and, where the context requires, its employees, officers, crew and authorised agents.

1.9 “Passenger” means any person travelling or proposed to travel on a flight arranged under the Agreement.

1.10 “Special Conditions” means any transaction-specific conditions expressly agreed in writing between SESJETS and the Charterer.

1.11 “STD/ETD” means the scheduled or estimated time of departure stated in the Charter Booking or subsequently notified by SESJETS or the Operator.

2. ROLE AND STATUS OF SESJETS

2.1 SESJETS acts solely as an independent aircraft charter broker and intermediary in arranging air charter services to be performed by third-party licensed air operators. Nothing in the Agreement constitutes SESJETS as an air carrier, aircraft operator, common carrier or contracting carrier for the actual carriage performed by the Operator.

2.2 The Operator has sole responsibility and authority for the possession, maintenance, operational control, crew, safety, airworthiness and operation of the Aircraft, and for all operational decisions relating to the Flight Schedule.

2.3 SESJETS may source an aircraft directly from an Operator or through an aircraft owner, aircraft manager, another broker or other authorised aviation intermediary. Such sourcing shall not alter SESJETS’ status under the Agreement.

2.4 Unless expressly agreed otherwise in writing, SESJETS does not warrant that it acts as the exclusive agent of either the Charterer or the Operator. SESJETS’ role is to arrange and coordinate the charter transaction and related services on the commercial terms accepted by the Charterer.

3. FORMATION AND STRUCTURE OF THE AGREEMENT

3.1 A quotation or flight option issued by SESJETS is non-binding and subject to aircraft availability, Operator confirmation, slots, permits, operational feasibility and any other conditions stated in the quotation until the Charter Booking is accepted and confirmed in accordance with this Clause.

3.2 The Agreement becomes binding when the Charterer signs or electronically accepts the Charter Booking, confirms acceptance by email where SESJETS has expressly invited acceptance in that form, or completes any other acceptance step expressly stated in the Charter Booking, and SESJETS confirms the booking.

3.3 In the event of conflict, the following order of precedence applies: (a) the Charter Booking; (b) Special Conditions expressly agreed in writing; and (c) these General Terms.

3.4 The person accepting the Charter Booking on behalf of a company, principal, family office, Passenger or other person warrants that he or she has authority to bind the Charterer and undertakes to ensure that all relevant terms and operational requirements are communicated to the Passengers.

4. CHARTER BOOKING AND AIRCRAFT AVAILABILITY

4.1 SESJETS will use reasonable endeavours to arrange the Aircraft and Flight Schedule stated in the Charter Booking, subject at all times to Operator confirmation, aircraft availability, operational restrictions and applicable law.

4.2 Aircraft type, registration, year of manufacture, interior configuration, cabin amenities, Wi-Fi, entertainment, catering equipment, baggage capacity and similar characteristics are not guaranteed unless expressly confirmed in the Charter Booking. Published or illustrative aircraft information is indicative only.

4.3 If before departure the booked Aircraft or Operator becomes unavailable or unsuitable for operational, technical, regulatory or other reasons, SESJETS may use reasonable endeavours to source a suitable alternative. Any material difference in aircraft category, operator, price, airport or schedule will be submitted to the Charterer for acceptance where reasonably practicable.

4.4 If no suitable alternative can reasonably be arranged or the Charterer declines an alternative requiring the Charterer's acceptance, SESJETS will refund the amount received for the unperformed portion of the affected charter, less any amounts properly due for services already performed or non-refundable third-party costs expressly accepted by the Charterer. Except as required by law, SESJETS shall have no further liability arising solely from such aircraft or Operator unavailability.

5. CHARTER PRICE AND ADDITIONAL CHARGES

5.1 The Charter Price includes only those items expressly stated as included in the Charter Booking. Any estimated or indicative cost is subject to confirmation and to adjustments permitted under the Agreement.

5.2 Unless expressly included in the Charter Booking, the Charterer shall be responsible for additional costs arising in connection with the charter, including where applicable de-icing or anti-icing, extraordinary airport or handling charges, additional parking, changes of airport, landing or overflight permits, PPR or slot costs, VIP/CIP services, special catering, ground transportation, satellite telephone or chargeable connectivity, extraordinary cleaning, pet-related charges, additional crew or accommodation costs caused by Charterer-requested changes, extended waiting, taxes, duties, levies and charges imposed after quotation, and any other special service requested by or for the Charterer or Passengers.

5.3 All prices are exclusive of VAT and any other applicable taxes, duties, levies or governmental charges unless expressly stated otherwise in the Charter Booking.

5.4 The Charterer shall pay any properly documented additional amount invoiced after the flight within two (2) business days of invoice unless another period is specified in the Charter Booking or invoice.

6. PAYMENT

6.1 The Charterer shall pay the Charter Price, deposits and any other amounts due in the currency, manner and by the deadline specified in the Charter Booking or invoice. Time for payment is of the essence where payment is required to secure or maintain the booking.

6.2 SESJETS is not required to fund the Charterer's obligations to any Operator or service provider. SESJETS may withhold confirmation, release of flight details or performance of further brokerage services until cleared funds have been received where payment is due in advance.

6.3 If payment is not received when due, SESJETS may, without prejudice to any other rights, treat the booking as cancelled by the Charterer and apply the cancellation charges that would have applied at the time of cancellation.

6.4 The Charterer is responsible for bank charges, correspondent bank fees, foreign-exchange losses and payment-processing charges to the extent lawfully chargeable and disclosed in the Charter Booking, invoice or payment instructions.

7. CHANGES TO CONFIRMED FLIGHTS

7.1 Any request by the Charterer to change the itinerary, date, time, Passenger number, airport, aircraft requirement or other confirmed term is subject to Operator approval, operational feasibility and revised pricing.

7.2 A requested change is not effective until accepted by SESJETS and, where required, the Operator. SESJETS may require payment of additional charges before confirming the change.

7.3 If a requested change cannot be accommodated and the Charterer elects not to proceed with the original confirmed Flight Schedule, the request may be treated as a cancellation and the applicable cancellation charges shall apply.

8. CANCELLATION BY THE CHARTERER

8.1 The Charterer may cancel a confirmed booking by written notice to SESJETS. Cancellation is effective when received by SESJETS during normal business handling and acknowledged by SESJETS.

8.2 The cancellation conditions stated in the Charter Booking shall prevail. Where the Charter Booking does not state different cancellation terms, the following default cancellation charges apply to the Charter Price of the cancelled flight or cancelled portion:

Time of cancellation before scheduled departure	Default cancellation charge
21 days or more	10% (minimum EUR 1,000)
Less than 21 days but 14 days or more	25%
Less than 14 days but 7 days or more	50%
Less than 7 days but 48 hours or more	75%
Less than 48 hours	100%

8.3 Empty-leg, one-way special, transient aircraft, special-positioning, peak-period, major-event or other flights may be subject to different or non-refundable cancellation conditions. Where the Charter Booking expressly identifies a booking as non-refundable from confirmation, a cancellation charge of up to 100% shall apply from confirmation.

8.4 SESJETS may apply any amounts already received against cancellation charges and other sums due. Any balance due from the Charterer is payable immediately upon invoice; any refund due shall be processed after reconciliation of amounts properly payable to third parties.

8.5 If only part of a multi-sector itinerary is cancelled, the Charterer remains liable for the non-cancelled sectors and for any cancellation or repricing consequences affecting the remaining itinerary, including repositioning or minimum-flight charges.

9. AIRCRAFT OR OPERATOR UNAVAILABILITY

9.1 If the booked Aircraft or Operator becomes unavailable due to technical, operational, regulatory, crew, positioning or other reasons, SESJETS will use reasonable endeavours to arrange an alternative where practicable, but does not guarantee that a replacement will be available at the same price, aircraft type or schedule.

9.2 Where an alternative is offered at a different price or with a material operational difference, the Charterer may accept the alternative or, if no acceptable alternative is available, receive the refund described in Clause 4.4 for the unperformed affected portion.

10. FLIGHT OPERATIONS

10.1 All operational decisions are the responsibility of the Operator and the commander of the Aircraft. The commander has final authority over the safe operation of the Aircraft and may refuse any Passenger, baggage, cargo or item, determine the load carried and its distribution, determine whether and when a flight may safely be undertaken, and determine where and when the Aircraft will take off or land.

10.2 The Flight Schedule is subject to weather, air traffic control, airport operating hours, slots, PPR, permits, security requirements, crew duty limitations, technical matters and other operational considerations. Times notified by SESJETS are scheduled or estimated and are not guaranteed unless expressly stated otherwise.

10.3 Passengers must arrive by the reporting time notified by SESJETS or the Operator. If a Passenger arrives late, the Operator may depart without that Passenger, delay departure if operationally possible, or cancel the affected sector. All additional costs caused by Passenger delay shall be borne by the Charterer.

11. PASSENGER INFORMATION AND TRAVEL DOCUMENTATION

11.1 The Charterer shall provide complete and accurate Passenger information, including names as shown on travel documents, nationality, date of birth and any other data required by the Operator, airport, immigration, customs, security or governmental authority, within the deadlines specified by SESJETS.

11.2 The Charterer is responsible for ensuring that each Passenger holds all passports, visas, health certificates, entry permissions, transit permissions and other documents required for the journey and complies with all immigration, customs, health, security and border-entry requirements.

11.3 SESJETS may assist with general information but does not warrant the accuracy or completeness of immigration, visa, health or entry requirements. The Charterer should obtain authoritative advice from the relevant governmental authorities where necessary.

11.4 The Charterer shall reimburse and indemnify SESJETS for losses, fines, penalties, additional costs and reasonable legal expenses arising from inaccurate Passenger information or a Passenger's failure to hold required documents or comply with applicable requirements, except to the extent caused by SESJETS' own breach.

12. BAGGAGE, DANGEROUS GOODS AND SPECIAL ITEMS

12.1 Baggage capacity varies by aircraft and is subject to weight, volume, loading and safety limitations. Any baggage requirement that may be material to aircraft selection must be disclosed before confirmation.

12.2 Dangerous goods, weapons, ammunition, hazardous materials, restricted items and any goods subject to special carriage rules may only be carried with prior written approval of the Operator and in full compliance with applicable law and the Operator's procedures.

12.3 The Charterer shall ensure that cargo or goods accepted for carriage are correctly described, packaged and documented and shall provide any information or equipment reasonably required by the Operator.

13. CATERING, PETS AND SPECIAL REQUESTS

13.1 Catering, ground transportation, VIP/CIP handling, specific cabin products, pet carriage and other special requests are subject to availability, airport restrictions, Operator approval and additional charges unless expressly included in the Charter Booking.

13.2 Special catering requests and dietary requirements will be passed to the relevant provider, but SESJETS cannot guarantee an allergen-free environment or the absence of cross-contamination unless expressly confirmed by the responsible provider.

13.3 Pets may only travel if accepted by the Operator and applicable authorities. The Charterer is responsible for veterinary, vaccination, microchip, import/export and other pet documentation and for any cleaning or damage costs arising from carriage of the pet.

13.4 Smoking and vaping are prohibited unless the specific Aircraft and Operator expressly permit them and the Charter Booking confirms such permission.

14. DELAYS, DIVERSIONS AND OPERATIONAL CHANGES

14.1 The Operator may delay, reroute, divert, return, make an intermediate landing, change airports or otherwise depart from the Flight Schedule where reasonably required for safety, technical, regulatory, weather, air traffic, airport, security, crew-duty or other operational reasons.

14.2 If a flight is diverted or lands at an alternative airport, SESJETS may use reasonable endeavours to assist with onward arrangements. Unless otherwise required by applicable law or expressly accepted by the Operator, the costs of onward transportation, additional accommodation or other consequential arrangements are not included in the Charter Price and shall be allocated according to the cause of the diversion and the terms applicable to the Operator's carriage.

14.3 SESJETS is not liable for missed connections, meetings, events or other consequential losses resulting from delay, diversion or operational changes except to the extent liability cannot lawfully be excluded and arises directly from SESJETS' own breach.

15. FORCE MAJEURE AND EVENTS BEYOND CONTROL

15.1 Neither SESJETS nor, as regards the brokerage services, shall be responsible for failure or delay caused by an event beyond its reasonable control, including severe weather, natural disaster, airport closure, air traffic control restriction, strike or labour disruption, governmental action, war, hostilities, terrorism or security threat, sanctions, epidemic or public-health restriction, technical or safety event, crew duty limitation, permit or slot refusal, supply interruption or failure of a third-party service provider.

15.2 Where such an event affects the charter, SESJETS will use reasonable endeavours to coordinate with the Operator and the Charterer regarding practicable alternatives. Additional costs arising from an alternative requested or accepted by the Charterer shall be payable by the Charterer unless otherwise agreed.

15.3 This Clause does not excuse payment for services already performed, costs already incurred or amounts that have become non-refundable under the applicable Charter Booking or third-party terms accepted as part of the transaction.

16. OPERATOR TERMS AND CONDITIONS OF CARRIAGE

16.1 The actual carriage is performed by the Operator and is subject to the Operator's conditions of carriage and operational rules, together with applicable international conventions and mandatory law. Copies of relevant Operator terms may be provided or made available on request where available to SESJETS.

16.2 The Operator's conditions govern matters relating to the actual operation and carriage, including operational safety, Passenger and baggage acceptance, denied carriage, limits applicable to baggage, and carrier liability. These General Terms govern SESJETS' brokerage relationship with the Charterer.

16.3 Nothing in these General Terms is intended to impose carrier obligations on SESJETS or to transfer to SESJETS any duty that by law or contract belongs to the Operator.

17. LIABILITY OF SESJETS

17.1 SESJETS shall exercise reasonable care and skill in performing its brokerage services. SESJETS is not responsible for the acts or omissions of the Operator, flight crew, aircraft owner, airport, handling agent, caterer, ground transport provider or other independent third-party service provider except to the extent that liability arises directly from SESJETS' own breach and cannot lawfully be excluded.

17.2 SESJETS is not liable as carrier for death, personal injury, baggage loss, baggage damage, delay, denied carriage or other occurrences arising in the course of air carriage. Such matters are governed by the applicable law, international conventions and Operator conditions of carriage.

17.3 To the maximum extent permitted by law, SESJETS shall not be liable for indirect, special or consequential loss, loss of profit, loss of business, loss of opportunity, loss of reputation or losses arising from missed onward travel, meetings or events.

17.4 Subject to Clause 17.5, SESJETS' aggregate liability arising from a particular Charter Booking shall not exceed the amount of brokerage remuneration or margin retained by SESJETS in respect of that Charter Booking, or, where such amount cannot reasonably be identified, ten per cent (10%) of the Charter Price paid to SESJETS for that Charter Booking.

17.5 Nothing in the Agreement excludes or limits liability to the extent that such exclusion or limitation is prohibited by applicable law, including liability for fraud or fraudulent misrepresentation or any other liability that cannot lawfully be excluded or limited.

18. CHARTERER LIABILITY AND INDEMNITY

18.1 The Charterer is responsible for the conduct of all Passengers travelling under its booking and for ensuring compliance with the Agreement, Operator instructions and applicable law.

18.2 The Charterer shall pay for loss, damage, extraordinary cleaning, repair, replacement or other expense caused by the Charterer or any Passenger to the Aircraft or property of the Operator or another service provider, subject to reasonable supporting evidence.

18.3 The Charterer shall indemnify SESJETS against third-party claims, fines, penalties, costs and reasonable legal expenses arising from the act or omission of the Charterer or a Passenger, except to the extent caused by SESJETS' own breach, negligence or unlawful act.

19. COMPLIANCE, SANCTIONS AND APPLICABLE LAWS

19.1 The Charterer and all Passengers shall comply with applicable aviation, immigration, customs, security, sanctions, export-control, anti-bribery, anti-money-laundering and other laws relevant to the booking and journey.

19.2 SESJETS may request identification, beneficial ownership information, source-of-funds information or other information reasonably required for compliance, banking, Operator or governmental purposes. The Charterer shall provide accurate information promptly.

19.3 SESJETS may decline, suspend or cancel a booking where SESJETS reasonably believes that performance may breach applicable law, sanctions, banking restrictions, Operator requirements or compliance obligations. The financial consequences shall depend on the circumstances, including non-refundable costs already incurred and whether the Charterer caused or contributed to the issue.

20. DATA PROTECTION AND CONFIDENTIALITY

20.1 SESJETS may process personal data supplied in connection with a booking for the purposes of arranging and administering the charter, complying with legal obligations, processing payments, communicating with Operators and service providers, and protecting legitimate business and security interests, in accordance with its applicable privacy notice.

20.2 The Charterer acknowledges that Passenger data may need to be shared with Operators, airports, handlers, authorities, border agencies and other service providers, including recipients outside the European Economic Area where necessary for the journey and subject to applicable data-protection requirements.

20.3 Each Party shall treat commercially sensitive information received from the other in connection with a booking as confidential, except where disclosure is required for performance of the Agreement, by law, by an authority, to professional advisers or with the other Party's consent.

21. NOTICES AND ELECTRONIC COMMUNICATIONS

21.1 Booking-related notices, confirmations, amendments and cancellations may be given by email or other written electronic means customarily used between the Parties. The Charterer is responsible for monitoring the contact details provided for the booking.

21.2 Electronic signatures and electronic acceptance methods agreed or specified by SESJETS have the same contractual effect as handwritten signatures to the extent permitted by applicable law.

21.3 A cancellation or material amendment requested by the Charterer is not effective until received by SESJETS. SESJETS may require verification of instructions where identity, authority or security is in doubt.

22. ASSIGNMENT

22.1 The Charterer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of SESJETS.

22.2 SESJETS may assign or transfer the Agreement to an affiliated company within the same corporate group, provided that this does not materially reduce the Charterer's contractual rights. Any other assignment shall be subject to applicable law.

23. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

23.1 The Agreement constitutes the entire agreement between SESJETS and the Charterer concerning SESJETS' brokerage services for the relevant Charter Booking and supersedes prior discussions, representations or correspondence relating to the same subject matter, except in the case of fraud or where exclusion is prohibited by law.

23.2 No amendment is effective unless agreed in writing by SESJETS and the Charterer, except that operational changes communicated by or on behalf of the Operator may take effect in accordance with these General Terms and applicable operational authority.

23.3 In the event of inconsistency, the Charter Booking prevails over Special Conditions, and Special Conditions prevail over these General Terms, unless a document expressly states otherwise.

24. SEVERABILITY AND WAIVER

24.1 If any provision of the Agreement is held to be invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, severed. The remaining provisions shall continue in full force.

24.2 A failure or delay by either Party to exercise a right or remedy does not waive that right or remedy. A waiver is effective only if given in writing and only for the specific matter for which it is given.

25. GOVERNING LAW AND JURISDICTION

25.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of Cyprus, excluding its conflict-of-laws rules to the extent permitted by law.

25.2 Subject to any mandatory consumer-jurisdiction rules that may apply, the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute, claim or matter arising out of or in connection with the Agreement.

25.3 Notwithstanding Clause 25.2, SESJETS may, to the extent permitted by applicable law, commence proceedings in any other court of competent jurisdiction for the recovery of sums due or for the protection or enforcement of its rights against the Charterer in a jurisdiction where the Charterer has a place of business, residence or assets.

26. CONTACT DETAILS

26.1 SESJETS may be contacted in connection with a Charter Booking at:

SESJETS (a trade name owned by S.E.S Holdings Ltd)

26 Nikou Pattichi, Limassol CY-3071, Cyprus

PO Box 53902, Limassol CY-3318, Cyprus

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