

ALLIANCE EXECUTIVE GENERAL TERMS & CONDITIONS

A. Quotations and agreement:

1. Barring written stipulation to the contrary, every quotation and every arrangement reached with the Customer (whether in writing or verbal) is governed by these terms and conditions, which shall form an integral part thereof and shall take precedence by force of law over the Customer's conditions of purchase. Any departure from or alteration to these terms and conditions requires the prior written agreement of Alliance Executive DMCC and the Customer.
2. Quotations are valid for 48 hours or one day before a scheduled flight (as applicable), except where stated otherwise in the quotation.
3. Prices, brochures, catalogues or proposals are noncommittal and without obligation on the part of Alliance Executive DMCC. The contractual agreement /arrangement with Customer comes into being at the moment when Alliance Executive DMCC 's quotation is accepted in writing by the Customer, signed and submitted in person or returned by e-mail or other digital platforms including but not limited to WhatsApp or other messenger applications, to Alliance Executive DMCC (or its representatives).
4. Specifications and price quotes are based on the currently applicable value for wages, materials, VAT rates and services. If these undergo changes beyond the control of Alliance Executive DMCC , the latter is entitled to adjust the prices proportionally, provided it gives the Customer prior written notification of this.
5. Performance lead times are given by way of approximations and are not binding on Alliance Executive DMCC . unless they are really unreasonable and solely attributable to Alliance Executive DMCC , time overruns, should they occur, may not give cause for dissolution of the agreement/arrangement reached with the Customer.
6. The price of any flight excludes: (i) de-icing of aircraft, (ii) special catering requests such as, but not limited to, caviar and special wines or spirits, (iii) special cargo requests, (iv) satellite phone and internet connection, (v) war risk insurance, (vi) ground transportation, (vii) credit card surcharges, and (viii) any other extra charge due to weather conditions or flight delays or diverted landings determined by Air Traffic Control or other relevant authorities. The cost of the above will be invoiced separately at cost after the flight has occurred and after receipt by Alliance Executive DMCC of the invoice from the relevant supplier or service provider and immediately reimbursed to Alliance Executive DMCC . by the Customer.
Alliance Executive DMCC reserves the right to charge a handling fee for such invoices.
7. The flights covered by any arrangement and these terms and conditions are aircraft specific and are therefore subject to aircraft availability. Alliance Executive DMCC, reserves the right at any time to provide the Customer with another similar aircraft at the same cost should the booked aircraft be unavailable for any reason whatsoever. If no alternative aircraft can be found, Alliance Executive DMCC further reserves the right to cancel any or all of the flights, and neither party shall have any claim or liability against the other in respect of such cancelled flight or flights other than the obligation for Alliance Executive DMCC to return to Customer an amount equal to the amounts previously paid by Customer in respect of the relevant flight or flights, no interest accrued.
8. Passenger and Cargo Entry Documents. Passengers are responsible for ensuring that they have the necessary valid travel documents and visas for entering their destination. Alliance Executive DMCC . takes absolutely no responsibility with regards to compliance with the regulations governing passenger entry. Should there be any costs due to the lack of required entry documents of passengers or cargo, the Customer shall compensate Alliance Executive DMCC for any such costs.
9. Prohibited Goods. Passengers are not permitted to have the following items and/or materials on board aircraft: explosives (ammunition, fireworks, flares); flammable liquids or gas; oxidising substances; toxic and infectious substances; corrosives substances; drugs; poisons; radioactive materials; magnetised materials and other materials on the list of the IATA Dangerous Goods Regulations.
10. Sanctions. Alliance Executive DMCC reserves the right to take whatever action that may be required to comply with any laws or regulations relating to any local and/or international sanctions and the enforcement thereof. It is noted specifically that should any arrangement entered into with the Customer, or a part or term thereof, result in a potential breach of any such laws or regulations relating to any local and/or international sanctions, Alliance Executive DMCC shall have the right to terminate its arrangement with the Customer forthwith without any form of liability on its part.

B General Data Protection Regulation (GDPR) Provisions.

In the process of providing its services, Alliance Executive DMCC , may have to collect data that is identified and regulated under regulation EU 2016/670. Alliance Executive DMCC , will manage and process such data in accordance with its privacy policy, that is available upon request.



C Indivisibility clause

All existing and/or future debt claims between the Customer and/or a company affiliated to and/or associated with the Customer, on the one hand, and Alliance Executive DMCC and/or a company affiliated to Alliance Executive DMCC, on the other, constitute a single economic whole. All obligations entered into by the Customer and/or a company affiliated to and/or associated with the Customer vis-à-vis Alliance Executive DMCC and/or a company affiliated to Alliance Executive DMCC are thus deemed to belong to one and the same indivisible business account. As a result of this clause the Customer and/or a company affiliated to and/or associated with the Customer shall be mutually jointly and severally liable for any liability owed by each one of them to Alliance Executive DMCC.

D Payment

1. The Customer shall make payment of the price by the time specified on the invoice but unless otherwise stated payment shall have been received in full by Alliance Executive DMCC at least 72 hours from receipt of the invoice or 72 hours prior to departure whichever is earlier. The flight will only be firmly booked once the full price has been paid and Alliance Executive DMCC shall be under no obligation to perform flights before payment by Customer of the full price. If the Customer fails to make any payments at the time and in the amount specified in the invoice, Alliance Executive DMCC may, by written notice, terminate the flight/s / arrangement reached with Alliance Executive DMCC with immediate effect. All payments shall be made by bank transfer to the bank account the details of which shall be stated on the invoice.
2. Every invoice that has not been paid (or has not been paid in full) on its due date shall be liable, by force of law and without prior notice of default, for payment of interest on arrears calculated as per UAE law, with respect to interest in the case of late payment transactions between undertakings. This interest will accrue from the invoice due date through to the date on which payment of the invoice has been made in full.
3. In the event of total or partial non-payment of the invoice on the due date without serious reasons, the debt balance shall be increased – without official notice of default being required for this and without prejudice to any possible lawsuit costs – by a lump-sum loss clause amounting to 10% of the sum total of the invoice or balances due, subject to a minimum of EUR 75 and a maximum of EUR 2,500, even where periods of grace have been granted. Such amount shall be increased and levied by way of pre-liquidated damages due in respect of such breach which pre-liquidated damages shall not be subject to an abatement by a court of law.

E. Transparency

If the agreement/arrangement between the Customer and Alliance Executive DMCC is performed using an aircraft that is not under the exclusive sales agreement of Alliance Executive DMCC fleet but is chartered/hired from a third party, it is noted and specifically agreed between the parties that should any term or condition applicable as between Alliance Executive DMCC and any third party be less favourable than the terms and conditions offered herein, then any liability (including but not limited to liability for any form of compensation) of Alliance Executive DMCC under these terms and conditions towards the Customer shall be strictly limited in accordance with and up to the levels specified in the terms and conditions imposed by such third party.

While holding out, selling, providing, or arranging single entity charter air transportation to or from the United States, Alliance Executive DMCC, may act either as foreign direct air carriers, or as air charter brokers classified as “foreign indirect air carriers” (as defined in 14 CFR Part 295) separately contracting with a direct air carrier or foreign direct air carrier.



F Liability

1. The terms of EC Regulation 261/2001 (Passenger Rights Regulation) establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) shall not apply to these terms and conditions. The flights performed under these terms and conditions are not scheduled flights and offered to the Customer by Alliance Executive DMCC on non-scheduled basis following a specific request made by the Customer in this regard.
2. The terms of the Montreal Convention on air carrier liability shall in the case of death, personal injury or loss or damage to luggage apply to the flights performed pursuant to the agreement/arrangement with the Customer. Any other liabilities arising pursuant to the performance of flight/s in terms of the agreement/arrangement with the Customer shall be solely and exclusively regulated by these terms and conditions.
3. Alliance Executive DMCC may not be held liable for:
 - failure to fulfil its obligations as a result of force majeure or “extraneous cause”. In the case of extraneous cause and force majeure, even when they do not lead to permanent and/or total impossibility of performance, Alliance Executive DMCC is authorised by force of law to suspend or unilaterally cancel its obligations, after having informed the Customer of this in writing. In that case it may not be held liable for payment of compensation, also not for late performance. The following are contractually denoted as constituting “extraneous causes” and force majeure (this list not being exhaustive): war, strike or lock-out, exceptional scarcity of raw materials or commodities, epidemic, pandemic, days of delay caused by the weather, exceptional weather conditions, snow, fire, natural and/or other disasters, theft, government decisions impacting on fulfilment of the obligations, the inability or unwillingness on the part of the supplier to deliver certain items, both when these “extraneous causes” or cases of force majeure occur at or in the vicinity of Alliance Executive DMCC and at or in the vicinity of its suppliers.
 - the non-performance, part performance, defective performance, delay, inability, unwillingness, or any other default in the performance of any services supplied or to be supplied by suppliers of Alliance Executive DMCC .
 - a delay in the fulfilment of its obligations, insofar as this is not unreasonable and is not solely attributable to Alliance Executive DMCC .
 - Any consequential loss that the Customer may incur as a result of non-fulfilment or inadequate fulfilment of the agreement/arrangement such as, for example, financial and commercial loss, production loss, loss of profit, increase of general overheads, planning disruption, loss of Customers, and tarnishing of the reputation.
 - Any delay in the performance of a flight marketed and purchased as a ‘return or empty leg’ - it being specifically noted that the Customer has booked such a flight on the basis that it was being offered as a ‘return leg’ (with a corresponding reduction on price) and is conditional upon the complete performance of the originally contracted flight following which the return leg was offered. Should the said originally contracted flight not be performed for whatsoever reason then Alliance Executive DMCC shall not be held liable for any cancellation of the said (return leg) flight and shall not bear any obligation whatsoever to such Customer save for the refund of fees paid in the manner specified in these terms and conditions.
4. The Customer hereon hold Alliance Executive DMCC harmless against all third-party claims/liabilities with respect flight/s performed or other services rendered by Alliance Executive DMCC which are not occasioned by the wilful misconduct or gross negligence of Alliance Executive DMCC . In such instance, Alliance Executive DMCC 's liability is limited to the refund of all fees paid in relation to the performance of any particular flight requested by the Customer. In any case, Alliance Executive DMCC shall not be liable for any amount which is not covered by any applicable insurance cover it has.

G Means of action

If the Customer fails to fulfil its payment obligation, renders performance of the work impossible or is guilty of any shortcoming whatsoever such as to hamper further cooperation, Alliance Executive DMCC reserves the right, provided a notice of default sent by electronic mail has not been satisfactorily acted upon for two working days and subject to notification to this effect by Alliance Executive DMCC by electronic mail, to take one or more of the following measures:

- to suspend further performance of the specific or any other agreement/arrangement with the Customer or with a company affiliated to and/or associated with the Customer until the Customer has paid all overdue amounts or until the shortcoming attributable to it has been redressed in full;
- to terminate the agreement/arrangement or any other agreement/arrangement with the Customer or with a company affiliated to and/or associated with the Customer, with the onus lying with the Customer, without introductory judicial intervention;
- to cancel orders, work and services not yet delivered by the Customer or a company affiliated to the Customer.

The above shall be without prejudice to the right on the part of Alliance Executive DMCC, to claim compensation for the loss or damage incurred.



H Termination/Cancellation by Customer

If the Customer cancels flight/s, then the Customer shall be liable to pay for:

- 100% of the charter price if the flight is cancelled 24 hours prior to departure or positioning sector.
- 50% of the charter price if the flight is cancelled between 72 hours and 24 hours prior to departure.
- 40% of the charter price if the flight is cancelled 7 days prior to departure.
- 25% of the charter price if the flight is cancelled 14 days prior to departure.
- 10% from acceptance of quotation by Customer.

When flights are cancelled by the Customer or due to any reason attributable to the Customer, the Customer shall at least be obliged to pay (contribute) the compensatory amounts stated above together with the refund of any expense incurred in relation to such flight/s and the compensation of any loss or damage resulting from the contractual shortcoming.

It is specifically noted that the herein quoted grounds for cancellation due to Force Majeure are solely for the benefit of Alliance Executive DMCC. The cancellation of flights due to reasons such as illness (including contraction of Covid 19) or cancellation of Customer engagements shall not be a ground for the cancellation of any contracted flight/s.

I Applicable law and competent court

These terms and conditions and any agreement/arrangement reached with the Customer in relation to the performance of any flight are subject to the laws of The UAE. Any dispute to which the interpretation or performance of the said agreement/arrangement may give rise shall, including in the case of urgency (e.g., summary proceedings), fall under the jurisdiction of the exclusive jurisdiction of the courts of the UAE.

The possible nullity of one or more provisions of these general terms and conditions shall under no circumstances entail the entire agreement/arrangement with Customer becoming null and void. The other provisions therefore continue to be applicable in full.

In acceptance:

Authorised Representative of the Charterer

Date

24545 / TRIP # 5675

Quote Reference #