
GENERAL TERMS AND CONDITIONS

SkyHigh JetCharter T&C | Version 1.0 dated 07/28/2026

1. General - Scope

The following General Terms and Conditions of SkyHigh JetCharter shall be an integral part of any contract between SkyHigh JetCharter and any third party according to Section 2 of these General Terms and Conditions. SkyHigh JetCharter is a trade name of SkyHigh Consulting BPK LLC, located at 255 Ships Way, 33043 Big Pine Key, Florida, USA.

Any agreements diverging from these General Terms and Conditions shall only be valid where confirmed in writing by SkyHigh JetCharter.

A person or legal entity that books a flight through SkyHigh JetCharter is the 'Customer' and is the contracting party for SkyHigh JetCharter's brokerage services. SkyHigh JetCharter acts as an independent air charter broker and, unless the applicable Charter Agreement states otherwise, as the disclosed agent of the Customer for the purpose of arranging carriage with the identified Aircraft Operator. SkyHigh JetCharter is not the direct air carrier and does not exercise operational control. Details of the aircraft operator, their crew and aircraft shall be included in the quotation and charter agreement at full detail.

Any and all contractual obligations of SkyHigh JetCharter shall be conditional upon the timely availability of all necessary permissions and official regulations, all necessary crew visas as well as all necessary landing, departure and traffic rights.

SkyHigh JetCharter may cancel or withdraw if legally required approvals, permits, visas, traffic rights, or other conditions necessary for lawful performance are unavailable. SkyHigh JetCharter will refund amounts due for transportation not provided, subject to the applicable Charter Agreement.

The Customer shall be responsible for passing these General Terms and Conditions and other notices from SkyHigh JetCharter on to the Passenger(s) completely and promptly.

The Customer shall indemnify, defend, and hold harmless SkyHigh JetCharter, SkyHigh Consulting BPK LLC, and their respective officers, employees, and agents from claims, losses, damages, liabilities, costs, and reasonable attorneys' fees arising out of the Customer's breach of these Terms, inaccurate or incomplete information supplied by the Customer, failure to provide required passenger notices or documents, or the negligent, unlawful, or willful acts or omissions of the Customer or any Passenger under the Customer's control. This obligation does not apply to the extent a claim results from SkyHigh JetCharter's negligence, gross negligence, willful misconduct, fraud, or violation of applicable law.

SkyHigh does not maintain liability insurance covering the Customer, Passengers, or property transported on the charter flight.

2. Offers and conclusion of the contract

A binding brokerage agreement between SkyHigh JetCharter and the Customer is formed when the Customer signs and returns the Confirmation. The contract of carriage for the flight is formed with the Aircraft Operator identified in the Confirmation and is governed by the Aircraft Operator's conditions of



carriage.

All flight offers remain subject to availability of the aircraft of the operator until SkyHigh JetCharter has sent the Confirmation.

It is the obligation of the Customer to check the Confirmation for correctness and to notify SkyHigh JetCharter immediately about any errors or discrepancies.

Any change requested after confirmation is subject to the Aircraft Operator's acceptance, operational feasibility, and any additional charges disclosed to and accepted by the Customer.

3. Charter flight operation

The aircraft operation of the offered and confirmed flights is subject to the necessary traffic rights, the weather conditions, the technical readiness of the aircraft as well as the exclusion of force majeure.

In cases where a part or some parts of a flight route need to be cancelled, SkyHigh JetCharter is entitled to charge just all the actual costs incurred for the flown routes to date to the Customer's account.

If the operator is forced by meteorological or other conditions or any other reason to fly to another airport than the one agreed in the contract, SkyHigh JetCharter is not obligated to assume any costs for a possible continuation of the Passengers to their original destination. The same shall apply mutatis mutandis to return flights.

Operational control rests with the Aircraft Operator. The pilot in command has final authority over safety, departure, routing, delay, diversion, and landing decisions.

The identity of the Aircraft Operator, SkyHigh JetCharter's contracting capacity, the total price, applicable third-party charges, and SkyHigh JetCharter's insurance status will be disclosed before the Customer signs the Confirmation.

4. Force Majeure

Force Majeure means any situation beyond the control of SkyHigh JetCharter.

Neither SkyHigh JetCharter nor the Aircraft Operator is responsible for delay or nonperformance caused by circumstances beyond the affected party's reasonable control. This provision does not limit liability for negligence, willful misconduct, fraud, regulatory violations, or obligations to refund amounts due for transportation not provided.

Alternative airports may also be considered.

Subject to these limitations and exceptions, neither SkyHigh JetCharter nor the Aircraft Operator is liable for consequential losses caused solely by a qualifying force-majeure event. The above listed examples of force majeure do not cover the complete list of all incidents, which are to be considered as such.

5. Charter price and terms of payments

The chartering of the aircraft via SkyHigh JetCharter takes place according to the written Confirmation.

The charter price does not include additional costs for ground transport services (taxi, limousine etc.), extension of airport opening hours, aircraft de-icing, any Passenger taxes, charges, duties and fees and



other charges for the utilization of services by such Passengers, including country-specific Passenger taxes, fees and duties unless otherwise specified and included in the invoice.

If SkyHigh JetCharter incurs any additional costs, Customer shall pay those to SkyHigh JetCharter in addition to the charter price. An additional invoice or an amendment of the original invoice will be made.

The offered fixed prices are calculated according to the information provided from the Customer. If during the flight operation changes will be made according to a request of the Customer or because of an important requirement, these costs shall be paid by Customer in addition to the final price. An invoice for these additional charges will be generated and provided to the customer.

Unless otherwise agreed, the charter price shall be paid before the first (ferry) flight and upon receipt of the invoice from SkyHigh JetCharter immediately without any deductions. The booking of the payment receipt on SkyHigh JetCharter bank account shall be done at the latest before first (ferry) flight departure.

The Customer understands and assents that meeting this deadline is an essential condition for the fulfilment of the relevant contract with SkyHigh JetCharter.

In case of any payment default, that occurred at the latest with transgression of the due date without reminder, SkyHigh JetCharter may charge the Customer with interest on the delayed amount to the amount of the currently valid bank interest rates as well as may assert claims for damage caused by undue delay.

Before the Customer becomes bound, the quotation or Confirmation will state the total amount payable to or through SkyHigh JetCharter, together with any known or good-faith estimated third-party charges for which the Customer may be responsible.

6. Liability provisions

The Aircraft Operator's liability for passenger injury, death, baggage, and other carriage claims is governed by applicable federal, state, foreign, and international law, including the Montreal Convention 1999 where applicable, and the Aircraft Operator's conditions of carriage.

7. Aircraft availability

The Operator may substitute an aircraft of equal or greater category when reasonably necessary for safety, maintenance, crew availability, or operational reasons. SkyHigh JetCharter will notify the Customer as soon as practicable. If the substitution materially reduces the agreed service and the Customer reasonably declines it, the Customer will receive the refund required by the applicable Charter Agreement.

If SkyHigh JetCharter is unable to arrange or complete the flight as agreed, SkyHigh JetCharter may use reasonable efforts to arrange alternative transportation at the Customer's request and subject to the Customer's approval of additional costs.



8. Cancellation and cancellation fees

In the event that the Customer withdraws from the contract with SkyHigh JetCharter, SkyHigh JetCharter shall be entitled to account for the actual costs incurred for possible ferry flights, ground services, crew costs, on-board service and other up-front costs. Furthermore, a cancellation fee based as set forth below will have to be paid:

CANCELLATION TIMING	CANCELLATION FEE
More than 42 days before the 1 st scheduled departure	No cancellation fee
15 to 42 days before the 1 st schedule departure	15% of the charter price
8 to 14 days before the 1 st scheduled departure	30% of the charter price
24 hours to 7 days before the 1 st scheduled departure	80% of the charter price
Less than 24 hours before the 1st scheduled departure	100% of the charter price

In the event that a ferry flight already has been performed by the operator before the receipt of the Customer cancellation, the Customer shall pay a cancellation fee of 100% of the charter price.

Any cancellation by the Customer has to be in writing by letter or email. The time of SkyHigh JetCharter receipt of the written cancellation notice shall govern the applicable charge.

The charter price is the price as stated on the charter invoice.

Refunds will be processed promptly and, for cash or check payments, no later than 20 calendar days after receipt of a complete refund request, unless a shorter period is required by applicable law or the payment-network rules.

The applicable cancellation fee is intended to represent the agreed cancellation charge and will be credited against documented nonrecoverable costs.

SkyHigh JetCharter will not recover twice for the same loss.

Refunds are made for:

- SkyHigh JetCharter or the operator cannot perform the flight;
 - the customer is entitled to a refund under the operator's conditions of carriage;
 - required regulatory disclosures change and the customer elects cancellation;
 - a sector is cancelled or not performed;
 - the operator is substituted in a way that triggers a customer cancellation right.

8. Governing Law

Our terms and conditions are governed by the laws of the State of Florida. Any disputes shall be resolved in the courts of Monroe County, Florida.