TERMS AND CONDITIONS

Last updated: 17 August 2026

These Terms and Conditions ("T&C") are the complete and exclusive statement of the understanding between ACH (as defined in Clause "Definition of ACH" below) and you as the Customer ("you" or "Customer") with respect to any aviation-related services ("Services") which ACH may coordinate, procure, facilitate, arrange or otherwise provide through third-party service providers to the Customer. These T&C apply unless otherwise expressly agreed in writing between ACH and the Customer

Definition of ACH

"ACH" means either ACH-AVIATION CLEARING HOUSE LTD., a company registered in the Republic of Cyprus under registration number HE 443710, or FCG (Flight Consulting Group) Ltd., a company registered in the Republic of Cyprus under registration number HE 66747. These are separate and independent legal entities. Whichever of the two entities issues the invoice in respect of the relevant Services shall be "ACH" and the contracting party under these T&C for that transaction, and each reference to "ACH" throughout these T&C shall be construed as referring to that entity only.

The Customer may be contacted, and Services under these T&C may be coordinated, procured, facilitated, arranged or otherwise handled on ACH's behalf, by "FCG OPS" and/or "Astra Aviation," each acting on behalf of and authorized by ACH. Where the Customer is contacted, or Services are coordinated, procured, facilitated, arranged or otherwise handled, by FCG OPS and/or Astra Aviation, these T&C shall apply in full. In all cases, the invoice for the Services shall be issued by, and the contracting party shall be, ACH as defined above.

Acceptance of the Terms and Conditions

By requesting, confirming, accepting or using any Services arranged by ACH, the Customer confirms acceptance of these Terms and Conditions and agrees to be bound by them.

Where these Terms and Conditions have been provided or made available to the Customer by email, quotation, invoice, operational communication, website publication or other written or electronic form, and the Customer proceeds with a service request or does not object prior to commencement of the Service, the Terms and Conditions shall be deemed accepted in full.

The individual requesting, confirming or accepting Services on behalf of the Customer warrants that they are authorized to act on behalf of the Customer. If the Customer does not agree to these Terms and Conditions and/or not authorized to accept them, the Customer must immediately notify ACH in writing and refrain from requesting, confirming or using any Services.

Changes to the Terms and Conditions

ACH reserves the rights to revise, amend or update these Terms and Conditions from time to time at its sole discretion. Any updates versions shall become effective immediately upon publication, circulation or communication by ACH, including via email, invoice, operational communication or website publication. Unless expressly agreed otherwise, any revised T&C shall apply only to Services requested, confirmed or commenced after the effective date. The Customer's continued request for, confirmation of, or use of ACH Services following such changes shall constitute acceptance of the revised T&C.

Use of Information and Operational Data

In providing the Services, ACH may rely on operational information, data, systems, software, technology and advisory services provided by third parties, including but not limited to weather providers, flight planning systems, airports, governmental authorities, and other operational service providers ("Third-Party Providers").

Third-Party Providers shall be entitled to the benefit of all rights, protections, limitations of liability and disclaimers afforded to ACH under these T&C, as third-party beneficiaries. All duties and obligations owed by the Customer to ACH under these T&C shall be deemed to extend equally to, and be enforceable by, Third-Party Providers.

Scope of Responsibility

ACH is responsible for the diligent and professional arrangement, coordination, and provision of the Services it undertakes to deliver to the Customer, including but not limited to permits, handling, fuel coordination, and related ground services, using commercially reasonable efforts and in accordance with applicable industry standards.

Information, confirmations, and services provided by ACH are accurate and valid as of the time they are provided. Operational, regulatory, weather, and other conditions may change at any time thereafter, including for reasons beyond ACH's control, and ACH does not warrant that such information will remain accurate or unchanged following the time of provision.

ACH's responsibility relates solely to the Services it directly arranges and delivers, and does not extend to the acts, omissions, delays, errors, or performance of third-party service providers (including but not limited to airports, ground handlers, fuel suppliers, governmental authorities, or air traffic control), nor to any circumstances beyond ACH's reasonable control, nor to any mistakes, omissions, or inaccuracies by the Customer, including but not limited to incorrect, incomplete, or delayed information, instructions, or documentation provided by the Customer. The Customer and/or aircraft operator remain responsible for verifying operational and flight-related information prior to use and for all operational decisions related to the flight, taking into account that conditions may have changed since such information was provided.

Standard of Services

ACH uses commercially reasonable efforts to select and coordinate service providers it considers most suitable for the requested operation and to ensure the agreed scope of Services is properly communicated and coordinated.

The Customer may suggest preferred suppliers or service providers; however, the final operational coordination and

supplier selection shall remain subject to availability, operational feasibility and ACH approval.

The Customer acknowledges that service standards, availability and operational practices may vary depending on the airport, country, local market conditions and third-party providers involved. Accordingly, ACH does not guarantee uniform service standards or the performance of third-party Services arranged on behalf of the Customer.

Services may be performed either directly by ACH or through independent third-party service providers, agents or subcontractors.

Ordering of Services and Communication

All communications with regards to service orders, quotations, changes, cancelation etc. should be made through the contact details specified in the agreement between ACH and the Customer, if applicable, and/or through the email addresses used by Customer to request the Services or designated by the Customer for invoicing purposes. Any request for change in Service status shall only be valid from the moment when registered in written form by the Customer. Any change, cancellation or amendment of Services shall only become effective once confirmed in written by ACH.

Any additional services requested directly by the crew may only be arranged, confirmed or authorized with prior approval from FCG OPS.

Quotations

ACH makes reasonable efforts to provide quotations as accurately as possible based on the information available at the time of issuance the quotations.

ACH uses commercially reasonable efforts to provide accurate quotations based on the information available at the time of issuance. However, final charges may vary due to operational changes, currency exchange fluctuations, third-party price updates, additional Services provided or other factors beyond ACH control.

Unless stated otherwise, the quotation is valid for 15 (fifteen) days. Third-party rates and operational costs may change without prior notification. Strongly advisable for Customer to re-confirm quotations with ACH if it was issued more than 15 (fifteen) days earlier.

Aircraft Maximum Take Off Weight (MTOW) shall be rounded up during calculations.

ACH reserves the right to refuse, suspend or cancel Services provision if flight details indicate that such provision may violate applicable law and/or restrictive measures (sanctions) imposed, or where ACH is otherwise unable to ensure the Services.

Liability

ACH acts as a coordinator and procurement provider of aviation-related Services arranged through independent third-party service providers.

ACH shall not be liable for any delays, cancellation, disruptions, damages, non-performance, loss or additional costs arising from act, omission or services of third parties, included but not limited to airports, ground handlers, fuel suppliers, governmental authorities or other service providers, or from circumstances beyond ACH control.

Under no circumstances shall ACH be liable for any indirect, incidental, consequential or special damages, including but not limited to loss of profit, loss of revenue, operational disruption, aircraft downtime, positioning costs, replacement aircraft costs, cargo delay losses or other commercial losses.

Any claims relating to third-party Services shall be directed to the relevant provider. However, ACH will use commercially reasonable efforts to support the Customer in achieving the best possible resolution.

Invoices and Payment Terms

ACH shall invoice the Customer for all the Services ordered by the Customer, including additional or on-spot Services requested during the operation. Unless agreed otherwise, or unless credit terms have been approved by ACH and confirmed in written, all Services are subject for full prepayment prior to the flight.

The Customer shall provide ACH with complete invoicing details:

- Legal company name
- Registered address
- Company registration number: VAT number or Tax Identification Number (or equivalent)
- Billing email address

Where credit terms have been approved by ACH, all invoices shall be paid in accordance with the payment terms specified in the applicable agreement and/or invoice. Invoices shall be sent electronically to the email address provided by the Customer or otherwise available to ACH for invoicing purposes. ACH shall not provide any invoices by regular mail.

ACH accepts Visa and Mastercard payments. Payment made by credit card are subject to an additional 3,5% processing fee payable by Customer. In case of cancellation of prepaid Services, credit card processing fees are non-refundable.

The Customer shall bear all bank charges, commissions, currency exchange costs and intermediary bank fees related to payments. ACH reserves the right to invoice the Customer for any additional expenses incurred by ACH in connection with payments made on behalf of the Customer. Where currency exchange is required, the Customer shall cover the currency exchange costs. ACH will use internal currency exchange rate which includes these costs.

ACH reserves the right to invoice for ACH own Services even if the third-party Services were paid directly in the airport. The Customer shall remain responsible for payment of all Services requested by or on behalf of the Customer, including any Services provided by ACH's subcontractors, whether invoiced by ACH or, where instructed during the operation, paid directly to the relevant subcontractor.

Supporting third-party invoices or other supplier documentation may be provided only upon the Customer written request unless agreed otherwise in written between ACH and the Customer.

ACH reserves the right to apply additional charges for urgency, as well as Services provided during nighttime, business holiday time, weekend time.

Any confirmed overpayment shall be refunded within 10 (ten) days following completion of the final account reconciliation and receipt of the Customer's written request, unless otherwise agreed in writing.

The Customer acknowledges that third-party providers may submit invoices to ACH with delay. Accordingly, ACH reserves the right to issue additional invoices or adjustments related to third-party Services, including ACH disbursements, within 2 (two) years from the date the Services were provided.

ACH's invoice is considered as correct and accepted by the Customer if ACH did not receive any claim from the Customer within 5 (five) days from invoice date. Claims should be addressed to the email address acc@fcg.aero. Submission of a claim or dispute does not release the Customer from the obligation to pay undisputed or due amounts on time.

The Customer shall not withhold, offset or deduct any amounts from ACH invoices unless expressly agreed by ACH in writing.

Fuel Price Disclaimer

While ACH makes every effort to provide accurate rates, all fuel prices and availability are subject to change. All prices are based upon the most recent information provided from contracted suppliers at each location for a specific period of time. Prices can change depending upon exchange rate fluctuations, fuel supply, market variations, or any other item outside ACH control. The final ACH invoice will reflect the actual invoice provided by the supplier. To qualify for any exemption, it is the Customer's (operator's) responsibility to provide the Aircraft Operations Certificate or any other required document to the fuel personnel prior to uplift. Even if all documents are presented, no exemption can be confirmed until the final invoice is received. While we will investigate any disputes, ACH is not liable for any non-exemptions which would require the Customer (operator) to pay all taxes, duties, and other relevant fees.

In case of discrepancy between quotation and final supplier invoice, the final supplier invoice shall prevail.

Late Payment and penalties

If Customer fails to pay ACH invoices within the agreed payment term, the reminder will be sent.

A late payment fee will apply to overdue invoices. The amount of the fee is determined based on the invoice volume and ranges from EUR 50 to EUR 150, in accordance with internal procedures.

Additionally, interest at a rate of 1.5% per month will accrue on the outstanding invoice amount after a certain period of time, calculated from the due date, until the date full payment is received.

ACH reserves the right to suspend, refuse Services, apply collection measures, revise or withdraw previously approved credit terms or transfer outstanding debt to the debt collection company or legal representative at any time and without additional prior notification to the Customer.

ACH is entitled to invoice the Customer for any cancellation fees, penalties, no-show charges or other costs imposed on ACH by third party providers due to the Customer's flight cancellation, delay, operational changes or non-performance.

Taxes

VAT may be applied to ACH Services in accordance with applicable laws and regulations, including where:

a) the Customer is registered is the same country as ACH;

b) the Customer fails to provide ACH a valid VAT number or other required tax information.

Additional taxes, duties, fees or similar governmental charges may apply depending on the country, airport, flight routing or nature of the Services provided. The Customer shall remain fully responsible for payment of all applicable taxes, duties, levies and governmental charges related to the Services provided by ACH or third-party service providers.

Financial Obligations of the Customer

The Customer ordering the Services is considered as the end-user of these Services and is obliged for the payment of any Service ordered. All payments should be done by the Customer only unless ACH has confirmed that the payment may be done by the third party and this third party will be invoiced in this case. Any payment made by a third party shall not release the Customer from its payment obligations unless ACH expressly confirms otherwise in writing.

Confidentiality and Personal Data Protection

Both Parties shall keep confidential all non-public commercial, operational, financial and technical information received in connection with the Services or the business relationship between the Parties, including any information labelled, marked, or treated as confidential. This includes, without limitation, the identity of each Party's clients, information from or about the Parties' clients and their activities, each Party's suppliers, operational details, business methods, techniques, practices, and pricing. This obligation shall survive termination of the relationship between the Parties, regardless of the manner or reason for such termination.

ACH shall handle, process, transfer and return/destruct all the personal data received from the Customer within the terms of this Agreement in accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Indemnification

The Customer shall, at its own expense, defend, indemnify and hold ACH harmless from and against all claims, liabilities, losses, expenses, fees and damages arising from any act or omission of the Customer involving the Services, and from any loss of or damage to property, or injury to any person, arising out of the performance of the Services, save to the extent solely

caused by the gross negligence or wilful misconduct of ACH, its officers or employees.

Insurance

Customer shall maintain in force policy of insurance providing coverage with respect to Customer's flight operations, including, without limitation, aircraft hull and liability insurance covering bodily injury to passengers and other persons and other property damage. Customer agrees that ACH shall be entitled to the benefit of such insurance to satisfy Customer's indemnification obligations to ACH and Customer shall cause its insurers to waive all rights of subrogation against ACH.

ACH uses commercially reasonable efforts during the supplier selection and procurement process to work with service providers maintaining appropriate operational standards and insurance coverage. However, insurance coverage, liability limits and operational standards may vary depending on the airport, country, market conditions and third-party providers involved, and ACH does not guarantee the availability such coverage.

Force Majeure

Neither party shall be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including, but not limited to, acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labour unrest, interruptions in the delivery of required Services, failure of communication services, or shortages or failures of other critical materials or services.

Force majeure events shall not release the Customer from payment obligations for Services already provided or costs already incurred by ACH.

Severability

If any provision of these Terms and Conditions is or becomes ineffective or invalid, this ineffectiveness or invalidity shall not affect the other provisions, which shall remain in full force and effect. In such a case, the ineffective or invalid provision shall be modified or substituted with a provision which reflects the business purpose of the ineffective or invalid provision.

Sanctions Clause

ACH undertakes to adhere to the principles of open, fair, transparent and accountable commercial practice and not to take any action that may lead to the imposition of international sanctions, including but not limited to those imposed by the European Union, the United Kingdom, the United States (including OFAC sanctions), or the North Atlantic Treaty Organization (the "Sanctions"), on ACH, the members of its board, or its beneficial owners.

By accepting these T&C and/or using the Services, the Customer confirms and warrants that neither the Customer nor any of its board members, council members, beneficial owners, or persons authorized to represent it, is subject to Sanctions that may affect the performance of the Services. If the Customer becomes subject to any Sanctions at any time during the provision of the Services, the Customer shall notify ACH in writing no later than the next business day after becoming aware thereof.

By accepting these T&C and/or using the Services, the Customer further confirms that it:

- does not cooperate with, and will not involve in the performance of the Services, any person (including, in the case of legal persons, members of their board or council, or beneficial owners) to whom Sanctions have been applied and which may affect the performance of the Services;
- will not take any action aimed at circumventing the Sanctions;
- will not use, directly or indirectly, any goods, services, or persons subject to Sanctions in connection with the Services; and
- will not engage in any activity that has as its object or effect the circumvention of the Sanctions, including in respect of persons, entities, or bodies to which Sanctions have been or are being applied.

ACH shall have the right to immediately terminate the provision of Services to the Customer, upon written notice, without any liability for reimbursement of losses, expenses, or compensation, where the performance of the Services is affected, or the Services cannot be performed, because the Customer has become subject to Sanctions, or where ACH determines that any statement or warranty provided by the Customer has proven to be false.

Jurisdiction and Governing Law

These Terms and Conditions shall be governed by and construed in accordance with laws of the Republic of Cyprus. Any dispute, claim or matter arising out of or in connection with these Terms and Conditions or the Services provided by ACH shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus. Notwithstanding the foregoing, ACH shall be entitled, at its sole discretion, to bring proceedings against the Client in the courts of any other competent jurisdiction, including but not limited to the jurisdiction in which the Client is incorporated, domiciled, or holds assets. If, for any reasons, ACH's right to elect an alternative jurisdiction under this clause is held unenforceable in a given case, the courts of the Republic of Cyprus shall retain exclusive jurisdiction.

General Provisions

Communications sent by email or through other electronic means shall be deemed to have the same legal force and effect as communications made in writing and signed by hand, and shall be admissible as evidence in any dispute between the Parties.

The Customer may not assign or transfer any of its rights or obligations under these T&C without ACH's prior written consent. ACH may assign or transfer its rights and obligations under these T&C, including to an affiliate or in connection with a merger, acquisition, or sale of assets, without the Customer's consent.