



**CULINAIR**  
*Inflight Catering*

## **CulinAir General Terms and Conditions**

### **1. THE SERVICES**

#### **1.1 Appointment**

CulinAir is appointed as the catering provider under these terms, responsible for preparing, packaging, and delivering food and beverage services, adhering to the highest industry standards.

#### **1.2 Provider's Appointment Not Exclusive**

CulinAir acknowledges that its appointment to provide services is not exclusive. The intention of CulinAir is to offer customers a range of service providers and products to choose from.

#### **1.3 Requirements in Providing Services**

CulinAir shall:

- **Preparation & Quality Standards:** Ensure that food and beverages meet high industry standards, with safe handling, packaging, and delivery in compliance with all relevant food safety and hygiene regulations.
- **Order Finalization:** If within 5 working days of delivery no additional costs have been incurred (such as the return of boxes or materials), an additional invoice may be issued to cover any outstanding expenses related to the order.
- **Adherence to Safety Guidelines:** Follow all applicable safety guidelines, including local, national, and international standards like HACCP, ensuring that all food safety and hygiene requirements are met.
- **Quality Assurance:** Implement and maintain quality assurance policies and systems, including compliance with health, safety, environmental, and hygiene standards as approved by CulinAir.
- **Consistency of Menus & Pricing:** Menu items and prices are determined solely by CulinAir and must be accurate. Any changes to menu items or pricing will be communicated by CulinAir as necessary.
- **Professional Conduct:** Maintain professionalism in all interactions with clients, handlers, trip planners, and delivery partners.



# CULINAIR

*Inflight Catering*

- **Continuity of Services:** Ensure that services are available throughout the agreement term. In case of temporary unavailability, CulinAir may limit access to its menu.
- **Compliance with Directions:** The customer is responsible for providing the correct delivery point, including the appropriate handler (FBO), and ensuring that crew is available to receive the order. CulinAir will follow any security and access guidelines as provided by the airport.
- **Professional Judgment & Care:** Exercise due diligence, skill, and care in all activities related to the services provided.
- **Authorizations & Compliance:** Secure and maintain all necessary licenses, permits, and authorizations to perform the services, including any required liquor licenses or airport delivery permissions.
- **Adequate Resources:** Maintain sufficient staffing, product availability, and resources to meet all service obligations.
- **Insurance:** Hold comprehensive insurance to cover any liabilities under this agreement, including potential customer claims related to services provided.

## 1.4 Personnel

- **Key Personnel:** CulinAir will inform clients of any changes in key personnel. Replacement staff must possess the required skills and training.
- **Removal of Non-Performing Personnel:** CulinAir may request the removal of any staff member whose conduct or performance negatively impacts service quality.

## 1.5 Subcontractors

CulinAir may subcontract services but remains fully liable for the performance of its subcontractors and any obligations under this agreement.

## 1.6 Review of Services

Services will be reviewed regularly to ensure compliance with standards. CulinAir will use customer feedback to improve and adapt its services.



# CULINAIR

*Inflight Catering*

## **2. CANCELLATION POLICY**

### **2.1 General Cancellation Policy**

- **Orders canceled less than 24 hours before delivery:** A 50% charge of the order value will be applied.
- **Orders canceled less than 12 hours before delivery:** 80% of the order value will be charged.
- **Orders canceled less than 6 hours before delivery:** The full order value (100%) will be charged.
- **Orders canceled less than 3 hours before delivery:** 100% of the order value plus the delivery fee will be charged.

### **2.2 Cancellation Policy for Belgium, Long Distances, or Large Orders**

- **Orders canceled less than 48 hours before delivery:** An 80% charge of the order value will apply.
- **Orders canceled less than 24 hours before delivery:** 100% of the order value will be charged.
- **Orders canceled between 0-6 hours before delivery:** 100% of the order value plus the delivery fee will be charged.

### **2.3 Order Changes & Updates**

Final updates must be made 48 hours before the scheduled delivery time. Any changes after this period cannot be guaranteed unless reconfirmed by CulinAir. Once confirmed, any change will reset the cancellation window based on the updated delivery schedule.

### **2.4 Applicability of Policy**

Unless otherwise specified by order distance or quantity, the standard cancellation policy applies. CulinAir's kitchen operates from Haarlem.



# CULINAIR

*Inflight Catering*

## **3. WAITING TIME FOR DRIVERS**

### **3.1 Standard Waiting Time**

A waiting time of 45 minutes is included in each delivery, covering the unloading and handover of catering items. If the driver must wait beyond 45 minutes, a waiting fee will apply per hour.

### **3.2 Transfer of Responsibility**

Responsibility for the catering passes to the customer's crew once unloading is complete. If waiting time causes delays to subsequent deliveries, the customer will bear the additional costs, including any extra vehicles or personnel needed to complete other deliveries.

### **3.3 Waiting Fees & Delays**

If the waiting time exceeds 45 minutes, a per-hour waiting fee based on the delivery rate will be charged. If delays from the customer impact other deliveries, any related costs or delays will be billed to the customer.

## **4. TERMS OF ENGAGEMENT**

### **4.1 Applicability of Terms**

These terms and conditions become effective as soon as the customer confirms the order, even if payment is not yet completed.

### **4.2 Finalization of the Deal**

An agreement becomes binding only after CulinAir has accepted the order, typically after receiving payment. Until such acceptance, CulinAir reserves the right to decline the order. However, upon the customer placing the order, they agree to abide by these terms and conditions, even if CulinAir has not confirmed or accepted the deal.

## **5. RESPONSIBILITY OF CUSTOMER & CATERER**

### **5.1 Customer Responsibility**

CulinAir is not liable for any misinformation provided by the customer. The order will be prepared based on the details supplied by the customer. Any inaccuracies or omissions are the customer's responsibility.



## **6. OPERATING HOURS & SERVICE AVAILABILITY**

### **6.1 Business Hours**

CulinAir operates during standard business hours, Monday to Friday, 09:00 to 17:00. Requests submitted outside these hours may be acknowledged with a delay.

### **6.2 Order Placement & Acknowledgment**

Orders can be placed 24/7 but will only be processed during business hours. Unacknowledged requests made outside business hours are not the responsibility of CulinAir until confirmed.

## **7. SPECIAL REQUESTS**

### **7.1 Submission & Confirmation**

Special requests must be made at least 48 hours before delivery. Requests within 24 hours will be subject to kitchen capacity and operational feasibility.

## **8. DELIVERY FEES**

### **8.1 Standard Delivery Fees by Location**

- **EHAM (Schiphol):** €55
- **EHRD (Rotterdam):** €85
- **EHLE (Lelystad):** €80
- **EHEH (Eindhoven):** €150
- **EHGG (Groningen):** €230 (minimum 24-hour notice)
- **EBK (Maastricht):** €250 (minimum 24-hour notice + order value of €650)



# CULINAIR

*Inflight Catering*

## 8.2 Belgium Deliveries (EBAW & EBBR)

Orders to **EBAW (Antwerp)** and **EBBR (Brussels)** require a minimum value of €750 and at least 48 hours' notice. Delivery fees:

- **EBAW:** €210
- **EBBR:** €250

The menu remains consistent across locations and is serviced from the Amsterdam kitchen.

## 8.3 Handling & Last-Minute Fees

- **Handling Fee:** €20 per request.
- **Last-Minute Fee (24-12 hours before departure):** €50
- **Last-Minute Fee (12-8 hours before departure):** €100
- **Early Morning Fee:** €50

These fees are applicable based on kitchen capacity and availability.

## **9. REFUND POLICY**

### **9.1 Refunds for Incomplete Items**

Credits will be issued for missing items, valid for 12 months from the date of issuance and applicable to a flight with the same billing information. Credits are not transferable across different corporate holdings unless expressly agreed.

### **9.2 Transfer of Responsibility Upon Delivery**

Once the order is accepted by the customer's crew, CulinAir is no longer responsible for the delivered items.

## **10. DELAYS**

### **10.1 CulinAir-Induced Delays**

In the event of a delay caused by CulinAir or its drivers, CulinAir will promptly notify the customer and provide updates on the expected delivery time.



# CULINAIR

*Inflight Catering*

## **10.2 Customer or Aircraft Delays**

If the aircraft or crew is delayed and there is no update or adjustment within 3 hours after the scheduled delivery, the order will be deemed canceled. The cancellation policy will apply accordingly.

## **10.3 New Orders After Cancellation**

If catering is still required following a cancellation, it will be treated as a new order, and availability of items is not guaranteed.

## **11. PAYMENT**

### **11.1 Payment Terms**

Payments must be made prior to delivery via credit card, Ideal, or bank transfer, with proof of payment provided (POP). Exceptions to this requirement may apply to clients with pre-approved credit arrangements or invoicing agreements as expressly agreed by CulinAir.

### **11.2 Payment Schedule & Deadlines**

Unless otherwise agreed upon, all payments must be made within the agreed-upon terms. For clients with invoicing agreements, payment is due within the specified payment period on the invoice issued by CulinAir.

### **11.3 Non-Payment Consequences**

Failure to make payments as required may result in a suspension of services, additional late fees, or potential termination of the agreement. CulinAir reserves the right to enforce collection of outstanding payments through legal channels.

## **12. LIABILITY & INDEMNITY**

### **12.1 Customer Liability for Order Details**

The customer is fully responsible for providing accurate information when placing an order. CulinAir is not liable for any discrepancies or issues arising from incorrect or incomplete information supplied by the customer.

### **12.2 Indemnity for Customer Actions**

The customer shall indemnify and hold CulinAir harmless from any losses, damages, or claims resulting from customer actions, including providing inaccurate information, failure to comply with terms, or any third-party issues caused by the customer.



# CULINAIR

*Inflight Catering*

## **12.3 Limitation of Liability**

CulinAir's liability is limited to direct damages to the order itself and shall not exceed the value of the order. CulinAir is not liable for any indirect, consequential, or special damages, including but not limited to loss of profit, loss of revenue, or reputational harm.

## **13. DATA PROTECTION & PRIVACY**

### **13.1 Customer Data Protection**

CulinAir will handle all customer data in compliance with applicable privacy laws and regulations, including GDPR. Personal data collected will be used solely for order processing, customer communication, and service improvement purposes.

### **13.2 Data Storage & Security**

All customer data will be stored securely, and CulinAir will take appropriate technical and organizational measures to safeguard personal information against unauthorized access, loss, or misuse.

### **13.3 Customer Consent**

By placing an order, the customer consents to the collection, use, and processing of their personal data as described in these terms. Customers may request access to their personal data or ask for corrections at any time by contacting CulinAir.

## **14. FORCE MAJEURE**

### **14.1 Definition of Force Majeure**

CulinAir will not be liable for any failure to perform its obligations if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, strikes, lockouts, government actions, pandemics, or any other unforeseen events that prevent service delivery.

### **14.2 Notification & Mitigation**

In the event of a force majeure situation, CulinAir will promptly notify the customer and take all reasonable steps to minimize the impact on service delivery.





## **15. MODIFICATION OF TERMS**

### **15.1 Right to Modify Terms**

CulinAir reserves the right to modify these terms and conditions at any time. Customers will be notified of any significant changes to the terms before they take effect. Continued use of CulinAir's services after any changes have been communicated constitutes acceptance of the updated terms.

## **16. DISPUTE RESOLUTION**

### **16.1 Dispute Process**

In the event of a dispute arising from or relating to these terms, both parties agree to first seek resolution through negotiation between senior representatives of CulinAir and the customer.

## **17. JURISDICTION & GOVERNING LAW**

### **17.1 Applicable Law**

These terms and conditions are governed by and construed in accordance with the laws of the Netherlands.

### **17.2 Jurisdiction**

Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts located in the Netherlands.

## **18. CUSTOMER OBLIGATIONS**

### **18.1 Access for Delivery**

The customer is responsible for providing safe access to the delivery location, including any necessary permits, permissions, or instructions needed to complete the service.

### **18.2 Acceptance of Delivery**

Once the catering order is delivered to and accepted by the customer's crew, CulinAir's responsibility for the order ceases, and any risks associated with the handling or use of the catering items pass to the customer.



**CULINAIR**  
*Inflight Catering*

## **19. ALLERGIES & DIETARY RESTRICTIONS DISCLAIMER**

### **19.1 Customer Responsibility to Inform**

It is the customer's responsibility to notify CulinAir of any allergies or dietary restrictions when placing an order. CulinAir will make reasonable efforts to accommodate such requests but is not liable for any allergic reactions or dietary issues if such information is not clearly provided by the customer.

## **20. INTELLECTUAL PROPERTY RIGHTS**

### **20.1 CulinAir Branding & Menus**

All intellectual property rights associated with CulinAir's branding, menus, recipes, and presentation are the exclusive property of CulinAir. The customer is not permitted to reproduce, distribute, or make any commercial use of CulinAir's intellectual property without prior written consent.

## **21. SEVERABILITY**

### **21.1 Severability Clause**

If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the extent necessary to make it valid and enforceable.

## **22. ENTIRE AGREEMENT**

### **22.1 Complete Understanding**

These terms and conditions constitute the entire agreement between CulinAir and the customer, superseding any prior agreements, understandings, or representations. Any changes or amendments to this agreement must be made in writing and signed by both parties.



**CULINAIR**  
*Inflight Catering*

**23. NO WAIVER**

**23.1 Non-Waiver Clause**

No failure or delay by CulinAir in exercising any right or remedy under these terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

**24. FURTHER ACTS**

**24.1 Necessary Acts**

The parties agree to do and execute, or arrange for the doing and executing of, any further acts, documents, and things as may be necessary or desirable to implement and give effect to the terms and purposes of this agreement.