

CulinAir General Terms and Conditions the Netherlands

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 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 additional costs have been incurred (such as no 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 Menu & 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.

- **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.

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 Germany, 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 no later than 48 hours before the scheduled delivery time. Any changes requested 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.

In addition, an update window of one (1) hour before and one (1) hour after the scheduled delivery time applies. CulinAir will attempt to accommodate all updates within this window; however, if an update cannot be fulfilled, the original delivery time will be maintained. It is the client's responsibility to choose whether to cancel the delivery or proceed with the originally scheduled delivery time.

Any updates submitted outside the one-hour update window that are accepted and confirmed by CulinAir will incur a last-minute fee. This applies to all types of changes, including airport changes.

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.



CULINAIR
Inflight Catering

6. OPERATING HOURS & SERVICE AVAILABILITY

6.1 Business Hours

CulinAir operates during standard business hours, Monday to Friday, 08:00 to 18:00. Requests submitted outside these hours may be acknowledged with a delay.

6.2 Order Placements 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 (Amsterdam): €65**
- **EHRD (Rotterdam): €95 (minimum order value of €100)**
- **EHLE (Lelystad): €95 (minimum order value of €100)**
- **EHTE (Teuge): €155 (minimum order value of €250)**
- **EHEH (Eindhoven): €175 (minimum 24-hour notice)**
- **EHTW (Twente): €230 (minimum 24-hour notice + order value of €750)**
- **EHGG (Groningen): €275 (minimum 24-hour notice + order value of €750)**
- **EBBK (Maastricht): €285 (minimum 24-hour notice + order value of €750)**

8.2 Germany Deliveries

- **EDLV (Weeze):** €240 (minimum 48-36-hour notice + order value of €750)
- **EDLN (Mönchengladbach):** €300 (minimum 48-36-hour notice + order value of €750)
- **EDDL (Düsseldorf):** €320 (minimum 48-36-hour notice + order value of €750)
- **EDLE (Essen/Mülheim):** €320 (minimum 48-36-hour notice + order value of €750)
- **EDDG (Münster):** €340 (minimum 48-36-hour notice + order value of €750)
- **EDLW (Dortmund):** €355 (minimum 48-36-hour notice + order value of €750)
- **EDDK (Cologne/Bonn):** €375 (minimum 48-36-hour notice + order value of €750)
- **EDWE (Emdem):** €400 (minimum 48-36-hour notice + order value of €750)
- **EDLI (Bielefeld):** €420 (minimum 48-36-hour notice + order value of €750)
- **EDLP (Paderborn):** €450 (minimum 48-36-hour notice + order value of €750)

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

8.3 Handling- and other Fees

- **Handling Fee:** €30 per request.
- **Last-Minute Fee (36-24 hours before departure):** €50
- **Last-Minute Fee (24-8 hours before departure):** €100
- **Early Morning Fee (before 08:00 am):** €50
- **Weekend Fee (Saturday and Sunday):** €100
- **Credit card Fee:** 5%

These fees are applicable based on kitchen capacity and availability.

- The Early Morning Fee is applied based on the kitchen start time, not the client's requested pickup or delivery time.
- Last-minute fees are charged in addition to the handling fee.
- If multiple conditions apply (e.g., weekend and early morning), the corresponding fees are cumulative.

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.

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.

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.



CULINAIR
Inflight Catering

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.

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.



CULINAIR
Inflight Catering

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.

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.

CulinAir General Terms and Conditions Belgium

1. THE SERVICES

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- **Professional Conduct:** Maintain professionalism in all interactions with clients, handlers, trip planners, and delivery partners.

- **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.

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2. CANCELLATION POLICY

2.1 General Cancellation Policy

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- **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 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 no later than 48 hours before the scheduled delivery time. Any changes requested 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.

In addition, an update window of one (1) hour before and one (1) hour after the scheduled delivery time applies. CulinAir will attempt to accommodate all updates within this window; however, if an update cannot be fulfilled, the original delivery time will be maintained. It is the client's responsibility to choose whether to cancel the delivery or proceed with the originally scheduled delivery time.

Any updates submitted outside the one-hour update window that are accepted and confirmed by CulinAir will incur a last-minute fee. This applies to all types of changes, including airport changes.

2.4 Applicability of Policy

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



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.

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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

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CULINAIR
Inflight Catering

6. OPERATING HOURS & SERVICE AVAILABILITY

6.1 Business Hours

CulinAir operates during standard business hours, Monday to Friday, 08:00 to 18:00. Requests submitted outside these hours may be acknowledged with a delay.

6.2 Order Placements 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

- EBBR (Brussels): €65
- EBCI (Melsbroek): €65
- EBAW (Antwerp): €95
- EBCI (Charleroi): €135
- EBLG (Liege): €150
- EBWE (Weelde): €150
- EBKT (Kortrijk-Wevelgem): €185
- EBOS (Ostend-Bruges): €225

8.2 France Deliveries

- LFQQ (Lille): €225

8.3 Handling- and other Fees

- **Handling Fee:** €30 per request.
- **Last-Minute Fee (24-8 hours before departure):** €100
- **Early Morning Fee (before 08:00 am):** €50
- **Weekend Fee (Saturday and Sunday):** €100
- **Credit card Fee:** 5%

These fees are applicable based on kitchen capacity and availability.

- The Early Morning Fee is applied based on the kitchen start time, not the client's requested pickup or delivery time.
- Last-minute fees are charged in addition to the handling fee.
- If multiple conditions apply (e.g., weekend and early morning), the corresponding fees are cumulative.

9. REFUND POLICY

9.3 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.

9.4 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.

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

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12.1 Customer Liability for Order Details

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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.

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CULINAIR
Inflight Catering

16. DISPUTE RESOLUTION

16.1 Dispute Process

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17.1 Applicable Law

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Inflight Catering

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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.

CulinAir General Terms and Conditions Palma de Mallorca

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.

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- **Order Finalization:** If within 5 working days of delivery additional costs have been incurred (such as no return of boxes or materials), an additional invoice may be issued to cover any outstanding expenses related to the order.
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- **Consistency of Menu & 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.

- **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.

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 Germany, 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 no later than 48 hours before the scheduled delivery time. Any changes requested 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.

In addition, an update window of one (1) hour before and one (1) hour after the scheduled delivery time applies. CulinAir will attempt to accommodate all updates within this window; however, if an update cannot be fulfilled, the original delivery time will be maintained. It is the client's responsibility to choose whether to cancel the delivery or proceed with the originally scheduled delivery time.

Any updates submitted outside the one-hour update window that are accepted and confirmed by CulinAir will incur a last-minute fee. This applies to all types of changes, including airport changes.

2.4 Applicability of Policy

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



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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.



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6. OPERATING HOURS & SERVICE AVAILABILITY

6.1 Business Hours

CulinAir operates during standard business hours, Monday to Friday, 08:00 to 18:00. Requests submitted outside these hours may be acknowledged with a delay.

6.2 Order Placements 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

- **LEPA (Palma de Mallorca): €65**

The menu remains consistent across locations and is serviced from the Palma de Mallorca kitchen.

8.2 Handling- and other Fees

- **Handling Fee:** €30 per request.
- **Last-Minute Fee (36-24 hours before departure):** €50
- **Last-Minute Fee (24-8 hours before departure):** €100
- **Early Morning Fee (before 08:00 am):** €50
- **Weekend Fee (Saturday and Sunday):** €100
- **Credit card Fee:** 5%

These fees are applicable based on kitchen capacity and availability.

- The Early Morning Fee is applied based on the kitchen start time, not the client's requested pickup or delivery time.
- Last-minute fees are charged in addition to the handling fee.
- If multiple conditions apply (e.g., weekend and early morning), the corresponding fees are cumulative.

9. REFUND POLICY

9.5 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.

9.6 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.

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.

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.



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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.

19. ALLERGIES DIETARY RESTRICTIONS DISCLAIMER

19.3 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.



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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.

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.