

Terms and Conditions Inflight Catering Services

Effective Date: 07/07/2021

1. Introduction

1.1 These terms and conditions ("Terms") govern the provision of inflight catering services ("Services") by Fly Cuisine By Emily, LLC ("Fly Cuisine By Emily," "we," "us," or "our") to clients ("Client" or "you") for private aircraft passengers and crews.

1.2 By engaging our Services, you agree to be bound by these Terms. Please read them carefully and contact us if you have any questions.

2. Order Placement and Acceptance

2.1 Client orders for inflight catering must be submitted to Fly Cuisine By Emily in writing or through our designated electronic channels. Each order constitutes an offer by the Client to purchase catering services under these Terms.

2.2 All orders are subject to acceptance by Fly Cuisine By Emily, and we reserve the right to decline any order for any reason. In such cases, any payment made by the Client will be refunded promptly.

3. Cancellation Policy

3.1 Client orders that need to be canceled should be communicated to Fly Cuisine By Emily in written or electronic format.

3.2 Cancellation requests will be reviewed by Fly Cuisine By Emily to determine if any charges will be incurred. The following factors may be considered: order complexity, special requests, time of day, weather conditions, delivery distance, and special events.

3.3 Fly Cuisine By Emily will work with the Client to establish specific cancellation timeframes that minimize costs for both parties while adhering to food safety guidelines. Typically, a standard cancellation policy of twenty-four (24) hours prior to the planned delivery time is agreed upon. However, special events or non-standard items may require longer notice, and charges may apply for canceled non-standard items.

3.4 Fly Cuisine By Emily agrees to communicate the actual delivery time, location, and person accepting the catering order electronically (via email) in adherence to the Client's

delivery time policy. If the requested delivery time is operationally unfeasible for valid reasons, Fly Cuisine By Emily will inform the Client at the time of order placement.

4. Delivery and Third Parties

4.1 Catering services will be provided either directly by Fly Cuisine By Emily or through third-party providers with whom Fly Cuisine By Emily has arrangements to deliver catering services.

4.2 The Client will receive the ordered products and services within the timeframes specified in the order confirmation email or as otherwise mutually agreed upon between Fly Cuisine By Emily and the Client.

5. Pricing and Payment Terms

5.1 The price for the catering products and services will be as specified in the order confirmation email and is in effect at the time the order is placed.

5.2 Posted prices do not include taxes, airport concession fees, FBO commissions, fuel fees, or any delivery fees. These additional charges will be added to the total cost and itemized in the order confirmation email.

5.3 Fly Cuisine By Emily accepts payments through American Express, Visa, and MasterCard for all purchases. The Client agrees that the credit card information provided is accurate and complete, and that they are authorized to use the credit card for the purchase. All incurred charges, including shipping, handling fees, and applicable taxes, must be paid by the Client.

6. Warranty and Disclaimers

6.1 ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

6.2 Some jurisdictions do not allow the disclaimer of implied warranties, so the above disclaimer may not apply to you.

6.3 The Client acknowledges that Fly Cuisine By Emily is not liable for any warranty breaches or damages arising from a manufacturer's failure to honor its warranty obligations.

7. Limitation of Liability

7.1 IN NO EVENT SHALL FLY CUISINE BY EMILY BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, OR REVENUES ARISING OUT OF OR RELATED TO ANY BREACH OF THESE TERMS, REGARDLESS OF FORESEEABILITY OR WHETHER FLY CUISINE BY EMILY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 OUR MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCES AND YOUR EXCLUSIVE REMEDY FOR ANY CAUSE SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. Privacy

8.1 Fly Cuisine By Emily respects your privacy and is committed to protecting it. Please refer to our Privacy Policy for detailed information on how we collect and process personal data in connection with your use of our Services.

9. Governing Law and Jurisdiction

9.1 These Terms are governed by and construed in accordance with the laws of [Your State], without regard to its conflict of law provisions. Any disputes arising from or related to these Terms shall be resolved in the federal or state courts located in [Your City, Your State].

10. Notices

10.1 Notices to the Client may be provided by Fly Cuisine By Emily via email to the address provided by the Client. Notices sent by email are deemed effective upon sending.

10.2 Notices to Fly Cuisine By Emily should be sent via email to [Your Contact Email Address].

11. Severability

11.1 If any provision of these Terms is determined to be invalid, illegal, void, or unenforceable, it will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions.

12. Entire Agreement

12.1 These Terms, along with our Privacy Policy, constitute the entire agreement between the Client and Fly Cuisine By Emily regarding the provision of inflight catering services.

13. Contact Information

13.1 For inquiries or to provide notice under these Terms, please contact Fly Cuisine By Emily, LLC at:

Email: ORDERS@flycuisineaz.com

Phone: 480-361-1800

Address: 7625 E Redfield Rd Ste 130, Scottsdale, AZ 85260

By accepting these Terms, the Client acknowledges and agrees to the terms and conditions outlined herein for the provision of inflight catering services by Fly Cuisine By Emily, LLC.