

## Company Information

MEPI CommV  
Zwevezelestraat 42  
8820 Torhout, België / Belgium  
BTW / VAT nr : BE0634.773.443  
referred to below as "THE COMPANY"

## General quotation and Sales conditions

1. Only the conditions set out below apply with the exclusion of all other conditions, with the exception of special conditions listed on the front of an invoice, a quotation, or an order form submitted by THE COMPANY. These conditions always take precedence over any conditions of the customer. Other or conflicting conditions of the customer will automatically be considered not to have been drawn up, except if explicitly accepted by THE COMPANY. The mere silence of THE COMPANY can never be interpreted as acceptance of other conditions
2. The customer is deemed to have studied these conditions and to accept their contents. He also acknowledges that these conditions constitute the full agreement between the parties and replace or destroy all preceding oral or written proposals or commitments, as well as all other forms of communication between the parties concerning the substance of their contractual relationship. These conditions contain all commitments of a party vis-à-vis the other and vice versa. The parties expressly agree that all letters, requests for quotations, or possible previous proposals related to the services provided by THE COMPANY will be considered not to exist and to be fully replaced by these conditions. Any amendments to these conditions will only be valid if they are the subject of an addendum to these conditions signed by both parties.
3. The specifications and price quotations are based on the then applicable values of goods, wages, materials, VAT rates, and services, and will always be subject to potential changes at suppliers of THE COMPANY. If these change outside of the reasonable control or will of THE COMPANY, THE COMPANY reserves the right to change the prices, services, and where relevant, the other formalities of the agreement accordingly by means of unilateral decision, without prejudice to any unilateral termination option of THE COMPANY in accordance with Article 7 of these conditions. The quotations of THE COMPANY will only be valid for 15 calendar days, unless expressly indicated otherwise on the quotation.
4. THE COMPANY only accepts a best-effort obligation and can only be held liable for intent, fraud, or a gross shortcoming. Insofar as THE COMPANY relies on contractors or independent agents, such as subcontractors or representatives, for the implementation of its activities, it can in no way be held liable for any damage that arises from their shortcomings, except in case of intent, fraud, or a gross shortcoming. THE COMPANY will not be liable for damage which is - even partially – attributable to the customer or a third party. If the contractual or extra-contractual liability of THE COMPANY, taking into account the limitations set out in these conditions, is nevertheless affected, THE COMPANY can only be held to compensate the direct damage, with the exclusion of any indirect damage, such as loss of profits or any disputes or complaints raised by a third party.
5. If THE COMPANY due to force majeure or an extraordinary cause is permanently unable to implement the agreement, it reserves the right to terminate the agreement without this constituting grounds for the customer to claim compensation from THE COMPANY. Force majeure or an extraordinary cause in the context of the implementation of these conditions means any event which significantly and negatively impedes the continued implementation of the contractual obligations by THE COMPANY, which situation will exist if the extraordinary causes or force majeure occur at either

THE COMPANY or its suppliers. The following situations will also be considered force majeure or an extraordinary cause (without this list of examples being considered exhaustive): government interventions ("le fait du prince", such as fiscal measures, expropriations, import and export embargoes, airspace lock downs), accidents (such as fire, explosion, machine breakage), economic factors (such as delivery delays, changes to transport rates, exponential increase of fuel and raw material costs, shortage of (trained) staff, exceptional scarcity of raw materials or commodities), natural disasters (such as floods, storm, lightning, snow), armed conflicts (such as war, uprising, and occupation), social unrest (such as strikes, protests, lock-out, trade conflicts), crimes (such as theft and terrorism), power and telecommunication failures.

6. THE COMPANY reserves the right to refuse to return the goods, including the aircraft of the customer, entrusted to THE COMPANY, or which are handled or transported by THE COMPANY, until the complete and cash payment by the customer of all amounts due, without the need of these relating specifically to the confiscated goods.

7. The delivery periods are estimates and only provided for information purposes. Delays in the delivery do not give the customer the right to claim compensation or dissolve the agreement, or to cancel any contract or order, Invoicing and payment

8. Invoices will be paid by wire transfer, to the account number of THE COMPANY as listed on the invoice, within 14 calendar days of the invoice date, unless the parties agree otherwise.

9. If no conclusive proof to the contrary is provided by the customer, all invoices will be deemed to have been received no later than three calendar days of the invoice date.

10. The invoices will be sent by THE COMPANY in a valid manner to the e-mail address or invoice address provided by the customer. The invoice will be provided on paper or in electronic format to the customer, such as the discretion of THE COMPANY. The customer expressly accepts to receive the invoices from THE COMPANY by electronic means. In case of an electronic invoice, this invoice will be the only original copy of the invoice and have the statutory meaning and scope of an invoice.

11. If the invoice is not paid within the defined period, the customer will owe a default interest on the principal of 7% per annum from the due date of the invoice by operation of law and without prior notice being required. In addition, the customer will owe a lump-sum compensation of 12% of the invoice amount without prior notice being required, with a minimum of 250 EUR, even if THE COMPANY has granted grace periods, and without prejudice to the right of THE COMPANY to recover any damage it actually incurred from the customer. This damage clause will be due in addition to the default interest, the claimable judicial and procedural costs, including the court fees, and any compensation for material damage and loss of profits.

12. Invoices can be contested by means of a substantiated, registered letter within 8 days of the invoice day. If this provision is not observed, they will no longer be accepted and the customer will be deemed to have fully accepted the invoice and the work on which the invoice is based without reservations. Any payment without reservations, even if it only concerns part of an invoice, will be considered a full acceptance of the invoice and the work on which the invoice is based. Partial payments will be attributed to due payments pursuant to Article 1254 of the Belgian Civil Code without any exceptions. The customer is requested to always list the date and number of the invoice in all forms of communication, failing which the invoice will be considered not to have been contested.

13. If no payment takes place, THE COMPANY reserves the right to temporarily suspend or permanently cancel the continued implementation, services, and deliveries without prior permission. If no payment takes place, THE COMPANY can also consider all of or the yet to be implemented part

the agreement to be dissolved by operation of law and without prior notice, without prejudice to the right of THE COMPANY to claim an additional compensation for the contractual shortcomings of the customer in accordance with Article 16 of these conditions. In general, THE COMPANY can unilaterally and without prior judicial intervention dissolve the agreement at the expense of the customer in case of a sufficiently severe contractual shortcoming by means of written notice. THE COMPANY can also unilaterally and without prior judicial intervention dissolve the contractual obligations at the expense of the customer before fulfilment can be claimed if THE COMPANY can legitimately interpret a notice by the customer to mean that he will not fulfil its obligations.

14. In case of cancellation of an order by the customer pursuant to Article 1794 of the Belgian Civil Code, or in case of full or partial dissolution of the agreement at the expense of the customer, the customer will at least be held to pay for the already provided services, as well as a termination fee (in case of cancellation) and additional compensation (in case of dissolution). The minimum of this fee will be a lump-sum of 25% of the value of the contract which was not (fully) implemented, excluding VAT, without prejudice to the right of THE COMPANY to demonstrate and claim additional damage if its expenses, labour, and loss of profits exceed the aforementioned lump-sum minimum percentage.

15. THE COMPANY may consider the agreement dissolved at the expense of the customer by operation of law and without prior notice in case of bankruptcy, clear incapacity, as well as in case of any changes to the legal situation of the customer. THE COMPANY also has the right to unilaterally, without prior notice, and without being held to pay any form of compensation to the customer, to fully, temporarily, or permanently suspend the delivery of goods or services in the following circumstances: (i) in case of proof or serious suspicions of fraud by the customer, (ii) in case of proof or serious suspicions of insolvency of the customer, or (iii) in case of a failure of the customer to comply with these conditions or any other obligations vis-à-vis THE COMPANY, or if the customer acts in violation of applicable statutory and/or regulatory provisions.

16. The debts that arise between the parties based on the commercial relationship between THE COMPANY or a company affiliated with THE COMPANY within the meaning of Article 1:20 of the Belgian Code on Companies and Associations (WVV), and the customer or a company affiliated with the customer within the meaning of Article 1:20 of the WVV on whatever grounds, will always be considered an inseparable whole and deemed to be part to the same inseparable commercial relationship. THE COMPANY reserves the right to compensate all mutual debt claims arising from this inseparable commercial relationships by operation of law and without prior notice if an insolvency procedure is initiated or in case of attachment or any other case of cooperation between the creditors of the customers, for example based on a bankruptcy or settlement procedure, notwithstanding the assignment of a claim.

17. Any notice (of default) addressed to the customer in the context of these conditions may, at the discretion of THE COMPANY, be sent to the e-mail address and/or invoice address provided by the customer. Any notice (of default) sent by THE COMPANY to the e-mail address provided by the customer will be considered to have been sent in a valid manner.

18. The agreement between THE COMPANY and the customer will be governed by and be interpreted in accordance with the laws of Belgium. All disputes that arise from or are related to the agreement which cannot be settled amicably by the parties will exclusively be submitted for settlement by the Enterprise Court of Ghent, section Bruges. Both THE COMPANY and the customer undertake to take reasonable efforts to settle the dispute amicably before submitting it to the court.

19. Any nullity or invalidity of one of these conditions does not result in the nullity of the other conditions, provisions, or the agreement between the parties. The nullity will be limited to (the relevant part of) the affected condition and the rest of the invalid conditions and the other conditions

will remain in full force and effect, except in case of deviating provisions of agreements between the parties.

20. Each party bears its own costs related to the conclusion and implementation of the agreement.

21. The titles and headings in these conditions are only included to facilitate references to the text and do in no way portray the exhaustive intents of the parties. They will not be considered when interpreting a possibly ambiguous condition.

22. These conditions have been validly drawn up in the English language. A full Dutch or French translation of these conditions is available upon simple request. In case of a possible conflict between the Dutch, French and English versions of the conditions, the English language conditions will prevail.

### **Privacy Policy of THE COMPANY - Effective date: 1/April 2020**

THE COMPANY operates the [www.FlyPrivate.be](http://www.FlyPrivate.be) website (the "Service").

These articles inform you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from [www.FlyPrivate.be](http://www.FlyPrivate.be)

#### Definitions

- Service : is the [www.FlyPrivate.be](http://www.FlyPrivate.be) website operated by THE COMPANY
- Personal Data : means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
- Usage Data : is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Cookies : are small pieces of data stored on your device (computer or mobile device).
- Data Controller : means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data. Data Processors (or Service Providers)
- Data Processor (or Service Provider) : means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.
- Data Subject (or User) : is any living individual who is using our Service and is the subject of Personal Data.

#### Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

#### Types of Data Collected

Personal Data : While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to: Email address, First name and last name, Phone number, Address, State, Province, ZIP/Postal code, City

### Cookies and Usage Data

Usage Data : We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### Location Data

We may use and store information about your location if you give us permission to do so ("Location Data"). We use this data to provide features of our Service, to improve and customize our Service. You can enable or disable location services when you use our Service at any time, through your device settings.

### Tracking & Cookies Data

We can use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service. Examples of Cookies that we can use : Session Cookies (to operate our Service), Preference Cookies (to remember your preferences and various settings), Security Cookies (for security purposes.)

### Use of Data

THE COMPANY uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues

### Legal Basis

With regards to the legal basis for processing personal data under General Data Protection Regulation (GDPR) : If you are from the European Economic Area (EEA), THE COMPANY's legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it. THE COMPANY may process your Personal Data because we possibly need to perform a contract with you or you have given us permission to do so. The processing is in our legitimate interests and it's not overridden by your rights to comply with the law.

### Retention of Data

THE COMPANY will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

THE COMPANY will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

### Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside Belgium and choose to provide information to us, please note that we transfer the data, including Personal Data, to Belgium and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. THE COMPANY will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

### Disclosure of Data

If THE COMPANAY is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy

### Policy with regards disclosure for Law and Enforcement

Under certain circumstances, THE COMPANY may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### Legal Requirements

THE COMPANY may disclose your Personal Data in the good faith belief that such action is necessary in order :

- To comply with a legal obligation
- To protect and defend the rights or property of THE COMPANY
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

### Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

### Your Data Protection

Rights Under General Data Protection Regulation (GDPR) : If you are a resident of the European Economic Area (EEA), you have certain data protection rights. THE COMPANY aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data. If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights: The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

### Right of rectification.

You have the right to have your information rectified if that information is inaccurate or incomplete.

### The right to object.

You have the right to object to our processing of your Personal Data.

#### The right of restriction.

You have the right to request that we restrict the processing of your personal information.

#### The right to data portability.

You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

#### The right to withdraw consent.

You also have the right to THE COMPANY relied on your consent to process your personal information. Please note that we may ask you to verify your identity before responding to such requests.

#### The right to complain.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

#### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

#### Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

#### Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the "Google Privacy & Terms" web page.

#### Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

#### Children's Privacy

Our Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

#### Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy via the website and this downloadable document. We will let you know via email

and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" mentioned next to the title of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us by email : [info@FlyPrivate.be](mailto:info@FlyPrivate.be)