

## **Website terms of use**

When you visit our website, you implicitly agree to these terms of use. Please review them carefully.

### **Introduction**

This website and/or phone app (hereinafter to be referred to as 'Website') is owned by 'AEC Skyline', also known as 'Skyline Aviation' and 'Skyline CDS', having its registered office at Bredasebaan 11, 4744 RZ Bosschenhoofd, The Netherlands.

In these Terms of Use for the AEC Skyline Website (hereinafter to be referred to as the 'Terms'), 'AEC Skyline' refers to 'Skyline Aviation' and 'Skyline CDS'. and 'User' to the user of this Website. Please review these Terms carefully before using this Website. Your use of this Website indicates your agreement to be bound by these Terms.

Skyline Aviation - Registered CoC No. 37063080  
VAT Number NL801202127B01

Skyline CDS - Registered CoC No. 20144510  
VAT Number NL819894680B01

### **Use of reservations**

User represents and warrants that he or she is at least 18 years of age and possesses the legal right capacity and ability to enter into the agreement with AEC Skyline to which these Terms apply ("this Agreement") and to use this Website in accordance with these Terms. User agrees to be financially responsible for all use of this website (as well as for use of User's account by others, including without limitation minors living with User). User agrees not to assign, transfer or sublicense User's rights pursuant to this Agreement. User may allow other members of User's household to use this Website under User's name or account, provided that User hereby agrees to pay all charges that they incur and to be responsible for all other aspects of their usage. User agrees to supervise all usage by minors of this website under User's name or account.

The features of this Website are provided solely to allow the User to determine the availability of goods and services and to make legitimate purchases or otherwise transact business, and for no other purposes. Without limitation, User shall not make any speculative, false or fraudulent orders.

User represents that he shall not for direct or indirect commercial use reproduce, use, block, overwrite, copy, distribute, retrieve or monitor any content of the Website by using any kind of process, systems, device (screen scraping), robot, software, spider, search engine or any other automatic or manual mechanism without prior written consent of AEC Skyline. User represents that he shall not interfere in any manner whatsoever (by, including but not limited to, making available files containing corrupt data or viruses) with the proper operation or functionality of the Website and shall not take any action that will or could impose an excessive or disproportionately load on the Website infrastructure.

User agrees that the goods and services facilities of this Website shall be used only to make legitimate purchases for User or for another person for whom User is legally authorized to act. User agrees to abide by the applicable terms or conditions. User shall be completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of this Website, other than taxes on revenues thus accruing to AEC Skyline.

## **Intellectual property rights**

This Website is owned by AEC Skyline and operated by AEC Skyline and/or its suppliers. The intellectual property rights, including the copyrights, in the material contained in this Website and any trademarks and brands included in that material belongs to AEC Skyline and/or its licensors and/or its suppliers.

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## **Liability disclaimer**

The information, software, products, and services published on this Website may include technical inaccuracies or typographical errors. AEC Skyline and/or its suppliers make no representations about the suitability of the information, software, products, and services contained on this Website for any purpose. All such information, software, products, and services are provided "as is" without warranty of any kind. AEC Skyline and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall AEC Skyline and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Website or with the delay or inability to use this Website, or for any information, software, products, and services obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise.

The foregoing does not apply in the event of willful misconduct or gross negligence on the part of AEC Skyline and/or its suppliers and/or in the event of damage resulting from death or injury.

## **Exchange rates**

The prices stated on the AEC Skyline website are shown in one specific currency for each country. However, it is possible to pay in a different currency. This process is called Multi Currency Pricing. The relevant middle rate is used to convert the original currency into the preferred payment currency, with the addition of a fixed surcharge. This surcharge is

market-based and AEC Skyline endeavors to keep this fee (including the middle rate applied) lower than the rates applied by credit and debit card-issuing institutions like banks. However, AEC Skyline cannot be held liable for any differences in these rates.

If the payment currency is different from the currency charged to your credit or debit card, the bank issuing the card will convert the rate. AEC Skyline cannot be held liable for this conversion.

If you have chosen to pay in a currency other than the original currency on the AEC Skyline website, the institution issuing your card may still charge a fee. This depends on the country and bank. These fees are called 'overseas charges' or 'cross-border charges' and are not related to exchange rates. These fees are also charged by the card-issuing institutions responsible for the currency conversions. This is an agreement between the card-issuing institution and the cardholder. Consequently, AEC Skyline cannot be held liable for these fees.

### **Links to third party websites**

This Website may contain links or references to or parts of other Internet sites maintained by third parties. AEC Skyline does not operate or control in any respect any information, products or services on such third-party sites neither the accessibility thereto. Third party links and references are included solely for the convenience of users, and do not constitute any endorsement by AEC Skyline and/or its suppliers. User assumes sole responsibility for use of third-party links and references.

Any third party that wishes to establish links to this Website should notify AEC Skyline of their intention prior to doing so. AEC Skyline reserves the right to deny permission for any such links to this Website. If, however, AEC Skyline gives its permission for any such links, AEC Skyline is not under any obligation to establish reciprocal links with the third party.

### **Indemnity**

As a condition of use of this Website, the User agrees to indemnify AEC Skyline and its suppliers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from User's use of this Website.

### **Modification of these terms**

AEC Skyline reserves the right to change these Terms at any time. User is responsible for regularly reviewing these Terms that are on a continuous basis put at the disposal of the User by including them in this Website. Continued use of this Website following any such changes shall constitute the User's acceptance of such changes.

### **Miscellaneous**

AEC Skyline reserves the right to make and have made any and all changes to this Website at its sole discretion without notice to the User. In case of violation of these Terms, AEC Skyline reserves the right to immediately and without any notice block the Users access to the Website and/or take any action or to make any claims considered necessary or appropriate to obtain compensation.

These Terms refer only to the use of this Website and separate terms and conditions apply to goods and services advertised on the Website.

This Agreement shall be deemed to have been made in Bosschenhoofd (4744 RZ), The Netherlands and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the law of The Netherlands, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts of Zeeland-West-Brabant, The Netherlands for the determination of any claim or controversy between the parties and arising out of or relating to this Agreement.

User acknowledges that no joint venture, partnership, employment, or agency relationship exists or arises between the User and AEC Skyline as a result of this Agreement or use of this Website. User agrees not to hold himself or herself out as a representative, agent, or employee of AEC Skyline and that AEC Skyline will not be liable for any representation, act or omission of the User. Throughout this Website the terms "partner(s)" and "partnership(s)" are used to refer to individual marketing or co-operation agreements and not to any relationship which has specific legal or tax implications. AEC Skyline cannot therefore accept any liability for the conduct of these partner organizations.

AEC Skyline's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of AEC Skyline's right to comply with law enforcement requests or requirements relating to the User's use of this Website or information provided to or gathered by AEC Skyline with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between User and AEC Skyline with respect to the use of this Website. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

| *Updated: 15 April 2025*