

General Terms and Conditions

1. General Provisions

- 1.1. These General Terms and Conditions and their annexes (hereinafter referred to as the: “**GTC**”) apply to all contractual relationships established between Cloud Catering Limited Liability Company (registered office: 2213 Monorierdő, Harmat utca 71., Company registration number: 13-09-242118, tax number: 32873245-2-13) (hereinafter referred to as the: “**Service Provider**”) and the customer (hereinafter referred to as the: “**Customer**”) for the provision of catering services in the context of private jet aviation (hereinafter referred to as the: “**Service**”).
- 1.2. By placing or confirming an order in accordance with these GTC, the Customer accepts the terms and conditions set forth herein. Should the Customer wish to use the Service under terms differing from those stipulated herein, a written (email) confirmation by the Service Provider is required for the Service to be rendered under such alternative terms.
- 1.3. The Customer is obliged to provide all data and information necessary for the proper performance of the Service.
- 1.4. The Service Provider reserves the right to amend a confirmed order (e.g., price, delivery time) and shall promptly notify the Customer by email of any such changes. The Customer may accept the amended terms or cancel the Service in accordance with these GTC.
- 1.5. Any matters not regulated by these GTC shall be governed by Hungarian law.
- 1.6. **Service Provider Contact Details:**

- Website: www.cloudculinarycatering.com
- Email: order@cloudculinarycatering.com
- Phone: +36-30-595-1989

2. Ordering and Availability

- 2.1. The Customer may submit a Service request in writing (via email or other written form), either directly or through a local handling agent. If no confirmation is received within 1 hour after placing the order, please call +36-30-595-1989.
- 2.2. **Each order must include at least the following:**
 - Delivery date and time
 - Aircraft registration number
 - Menu selection (cold/hot meals), range of beverages
 - Any special requests (e.g., dietary requirements, allergens)
- 2.3. Upon receipt of the order, the Service Provider will confirm it via email. The order becomes binding for the Service Provider only upon such confirmation.
- 2.4. **Order lead time:** Orders must be placed at least 24 hours before the specified delivery time under normal circumstances. The Service Provider accepts orders daily between 06:00 and 20:00. For shorter lead times (e.g., urgent orders), the Service Provider may charge an additional

fee or accept the order partially or under modified terms. The Service Provider's kitchen operates between 06:00 and 18:00.

- 2.5. Delivery shall take place at the time specified by the Customer. If the Customer delays or modifies the delivery time, the Service Provider will adjust accordingly, effective upon email confirmation. A surcharge may apply for modified deliveries.
- 2.6. **Delivery hours:** Monday to Sunday, 00:00–24:00.
- 2.7. If modifications are required due to airport operational, customs, or security requirements, the Service Provider shall only undertake such changes if notified by the Customer via email at least 4 hours prior to the scheduled delivery time.

3. Delivery Conditions

- 3.1. The Service Provider is responsible for the performance of the ordered Service.
- 3.2. If the delivery location differs from the Budapest GAT address, the Customer must ensure appropriate delivery conditions at the specified site. In case of delay or failure to provide suitable conditions, the Service Provider accepts no liability for the delay and may charge a surcharge.
- 3.3. Delivery includes handing over the ordered Service in a ready-to-serve condition. For hot meals, the Customer must inform the Service Provider in advance about the available reheating facilities on the aircraft.
- 3.4. Upon completion of the delivery, the Service Provider will issue delivery note specifying the time, place, and contents of the handover.
- 3.5. The Customer acknowledges that airport security, customs, and operational requirements (e.g., customs clearance, catering supplier entry, security checks) may affect delivery timing or conditions, for which the Service Provider bears no liability.
- 3.6. When selecting food and beverages, the Customer must inform the Service Provider in advance of any allergens or dietary restrictions (e.g., gluten-free, lactose-free, casein-free, vegetarian, vegan, Halal, Kosher, etc.).

4. Payment Terms and Pricing

- 4.1. Upon confirmation of the order, the Service Provider will issue a quotation specifying the applicable service fee ("Service Fee").
- 4.2. The delivery fee is EUR 70, charged in addition to the Service Fee.
- 4.3. The Service Fee and any additional charges (such as delivery, packaging or special service fees, etc.) are detailed in the confirmed quotation. The Customer agrees to pay all fees in accordance with the quotation.
- 4.4. In case of non-payment or late payment, the Service Provider is entitled to charge late payment interest at the prevailing central bank base rate plus 10%.
- 4.5. All invoices are issued in compliance with the applicable VAT regulations. The current VAT rate in Hungary is 27%.

5. Order Modification and Cancellation

- 5.1. The Customer may modify the order (delivery time, menu, beverages) only during kitchen operating hours as defined in section 2.4, provided the modification request is submitted via email at least **12 hours** prior to the confirmed delivery time. In such cases, an additional **30%** of the Service Fee may be charged.
- 5.2. If the modification request is received outside of kitchen operating hours, the Service Provider may disregard the modification deadline and apply the fees as per section 5.2.

In accordance with section 5.1., if the modification request is submitted less than **12 hours** before delivery, and the Service Provider is able to fulfill the request only partially or not at all due to time constraints, the following fees apply:

- Modification **12 hours** before delivery: Service Fee + **50%**
- Modification **6 hours** before delivery: Service Fee + **100%**

The above modification fees do not apply to items already prepared according to the original order.

5.3. Cancellation terms:

- Cancellation **24 hours** before delivery: **30%** of the Service Fee payable
- Cancellation **18 hours** before delivery: **50%** of the Service Fee payable
- Cancellation **12 hours** before delivery: **100%** of the Service Fee payable

- 5.4. Any modification or cancellation must be made in writing (by email), and will be valid only upon email confirmation by the Service Provider.

6. Liability, Warranty, and Force Majeure

- 6.1. The Service Provider undertakes to fulfill the Service as specified in the confirmed order.
- 6.2. The Service Provider shall not be liable for delays, modifications, or damage resulting from:
 - Airport entry delays
 - Customs or security checks
 - Operational (slot) changes
 - Official traffic restrictions, technical failures, road closures, adverse weather, strikes, wars, accidents, government decrees, or any other force majeure events

In such cases, the Service Provider is exempt from liability.

- 6.3. The Service Provider is not liable for allergic reactions or sensitivities not properly communicated in writing by the Customer via email at the time of ordering.
- 6.4. The Service Provider assumes no responsibility for improper storage or handling of food and beverages after delivery.

- 6.5. The Service Provider accepts no liability for any customs or airline regulations. Compliance with customs or airline regulations at the destination is solely the responsibility of the Customer or passenger.
- 6.6. The Customer shall indemnify the Service Provider against any claims, damages, or costs arising from the Customer's fault, inaccurate data provision, or subsequent modifications.
- 6.7. If the Service Provider's faulty performance is proven, its liability is limited to the value of the Service, unless otherwise required by law.

7. Data Protection and Confidentiality

- 7.1. The Service Provider handles all data obtained in connection with the order (e.g., menu selections, allergens, flight data, etc.) in compliance with data protection laws and discloses such data to third parties only to the extent necessary for performance.
- 7.2. The Customer acknowledges that flight-related data (flight number, flight time) must be transmitted to GAT and contracted delivery partners for the proper performance of the Service, and that the Service Provider complies with all applicable data protection and security regulations.

8. Amendment of the GTC

- 8.1. The Service Provider reserves the right to amend these GTC or the applicable Service fees, which will be published on the Service Provider's [website](#). The amended GTC shall take effect on the date of publication and shall not apply to Services already confirmed prior to that date.
- 8.2. Fees for confirmed Services may only be modified under extraordinary circumstances (e.g., raw material price increases or logistical necessities), in which case the Service Provider shall consult with the Customer.

9. Final Provisions

- 9.1. These GTC shall enter into force upon publication by the Service Provider and remain in effect until revoked. Publication occurs on the Service Provider's [website](#).
- 9.2. Any individual contractual document (order + confirmation) between the parties shall take precedence over these GTC if it contains express provisions to the contrary and is confirmed in writing by the Service Provider.
- 9.3. These GTC and the legal relationship between the Service Provider and the Customer shall be governed by Hungarian law. Matters not regulated herein shall be governed by Act V of 2013 (the Civil Code) and other applicable Hungarian legislation and official regulations.
- 9.4. The parties shall primarily seek to resolve any disputes arising from or in connection with these GTC or Service through amicable negotiation. Failing such resolution, the parties submit to the exclusive jurisdiction of the court having competence at the Service Provider's registered office.
- 9.5. The Service Provider may assign its rights and obligations arising from these GTC to third parties. By using the Service, the Customer acknowledges and accepts this possibility.

- 9.6. All names, logos, and related visual elements published on the Service Provider's [website](#) are exclusive the property of the Service Provider. Unauthorized use constitutes infringement and may result in legal action.
- 9.7. If any provision of theses GTC is deemed invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Budapest, 11th November 2025

Cloud Catering Limited Liability Company

Annexes:

1. Annex No. 1. Special Conditions
2. Annex No. 2. Food Allergen Table